SFDC PLATFORM SERVICE TERMS AND CONDITIONS

1. CERTAIN DEFINITIONS

1.1 *"Platform Service"* means the SFDC online services provided by SFDC for incorporation with the Service as a combined solution that is hosted in datacenters operated by SFDC.

1.2 *"Platform Service Terms"* means the terms and conditions set forth in this Exhibit (SFDC Platform Service Terms and Conditions).

1.3 *"SFDC"* means salesforce.com, Inc., a Delaware corporation.

Capitalized terms used, but not defined, in these Platform Service Terms are used with the meanings ascribed to such capitalized terms in the document to which these Platform Service Terms are attached (together, the *"Agreement"*).

2. PLATFORM SERVICE

2.1 Applicability. These Platform Service Terms are applicable solely with respect to Services, which are built on and designed to interoperate with the Platform Service as a combined solution.

2.2 Platform Service. The Service, as a combined solution, is subject to the SFDC Service Agreement, which is available online at https://www.modeln.com/SFDC-Service-Agreement.pdf. Model N is authorized to offer access to and use of the Platform Service as a component of the Service. SFDC is not a party to the Agreement and, as to Customer directly, SFDC makes no representations, warranties, or guarantees of any kind and undertakes no obligations of any kind with respect to the Agreement. The Agreement does not establish privity of contract between SFDC and Customer and does not give Customer any right of action against SFDC. Model N is solely responsible for the acts and omissions of SFDC as they may relate to the Service as provided under the Agreement. Likewise, in the event Customer has procured the Platform Service directly from SFDC under separate agreement (the *"Platform Agreement"*), Customer acknowledges and agrees that Model N is not a party to the Platform Agreement and, as to Customer directly, Model N makes no representations, warranties, or guarantees of any kind and undertakes no obligations of any kind with respect to the Platform Service as provided under the Platform Agreement. Furthermore, in the event Customer's access to and use of the Platform Service is suspended or terminated under the Platform Agreement, Customer shall remain liable to Model N for all fees under the applicable Order notwithstanding any such suspension or termination.

2.3 Return of Customer Data. All Customer Data is hosted within the Platform Service. Notwithstanding any provision of the Agreement stating otherwise, Customer has thirty (30) days from the date of termination of the Term in which to request a copy of Customer Data, which will be made available to Customer in a .csv format.

2.4 Transmission Disclosure. Customer is hereby notified that Customer Data will be transmitted outside of SFDC's system to an Amazon Web Services (AWS) datacenter that hosts the configuration engine, analytics database and document-generation components of the Service, as applicable. Customer Data is not stored in a persistent state within the configuration engine or document-generation components hosted by AWS. Customer Data is stored in an encrypted persistent state within the analytics database hosted by AWS. SFDC is not responsible for the privacy, security or integrity of Customer Data to the extent it is transmitted outside of SFDC's system.

2.5 Audit Notification. Customer is advised that SFDC may audit use of the Service and/or Platform Service and provide the results of such audit to Model N.

2.6 Restrictions on Use of Platform Service. Customer users provisioned as administrative users (*"Admin Users"*) may only configure and administer the Platform Service in support of Customer's use of the Service. Unless otherwise permissible under the Platform Agreement, as applicable, Admin Users may not access, distribute, or use any CRM functionality. CRM functionality is defined as access to CRM standard objects through standard tabs, related lists in custom tabs, through the SFDC web services API or through reports and dashboards. CRM standard objects include campaigns, leads, opportunities, cases, solutions and forecasts. Customer may not: (i) increase the number of custom objects beyond that provided in the Service, or (ii) develop applications for internal use or install additional applications in connection with the Platform Service.

Customer users provisioned as Inquiry users may only use the Service to (i) create new contracts via quote; (ii) select existing contracts for amendments; (iii) initiate approval workflow; and (iv) approve or reject contracts via workflows.

Customer users provisioned as Quoting users may only use the Service to (i) validate rebates; (ii) view rebates; and (iii) review rebate calculation results.

2.7 Platform Service Encryption. Customer is responsible for creating its own Tenant Secrets, which are used in conjunction with secrets created and managed by SFDC as described in the user guide. *"Tenant Secrets"* are used to derive data encryption keys for use with Platform Encryption. Customer's Tenant Secrets are unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a Tenant Secret, such Tenant Secret and the related encrypted Customer Data is irretrievable unless Customer has previously exported the Tenant Secret and then reimports such Tenant Secret back

into the Service. Customer is responsible for regularly backing up its Tenant Secrets and all Customer Data and storing them locally in a safe place. IN NO EVENT SHALL MODEL N OR SFDC HAVE ANY LIABILITY HEREUNDER TO CUSTOMER ARISING FROM CUSTOMER'S DELETION, DESTRUCTION OR MISPLACEMENT OF CUSTOMER'S TENANT SECRETS.