

**Callidus Cloud Suite
Supplemental Terms and Conditions**

This Supplement is part of an agreement for Callidus Cloud Services between Callidus and Customer and applies only to the Callidus Cloud product(s) for which Customer is subscribed. Any documents referenced in this Supplement are available upon request. A Cloud Service being referenced in this Supplement does not imply that the Customer is subscribed to it, unless the Customer has subscribed to it in an Order Form.

1. DEFINITIONS

- 1.1. **"Active Users"** is a Usage Metric that measures each User that logs into the Cloud Service in a calendar month; Customer is not authorized to exceed the number of Active Users licensed hereunder in a calendar month. For clarity, once a User becomes an Active User for the thirty-day period, there is no limit to the number of times they can log in within that thirty-day period.
- 1.2. **"Authorized Users"** and the term "Authorized Persons" (as defined under the On-Demand Services Subscription Agreement) are interchangeable.
- 1.3. **"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by Callidus under an Order Form. Terms "Cloud Service" and "On-Demand Service" are interchangeable.
- 1.4. **"Data Storage"** means the sum total of all disk space required to process and store all of Customer's data (whether input raw data or data processed from the Cloud Services) across all file folders, modules and environments.
- 1.5. **"Flat Fee"** means a fixed fee for Cloud Service.
- 1.6. **"Named Users"** is a Usage Metric for a Cloud Service that counts the number of specific Authorized Users that have login access to the Cloud Service during the then-current term (whether initial or renewal).
- 1.7. **"Operation"** means, a core task performed within the Cloud Service. By way of example, but not limitation, Operations may be (i) the calculation (even if zero dollars), reporting, modeling, adjustment, or payment of commissions for payees, (ii) the on-boarding, movement, or termination of producers, dealers, agents, or other members of a channel, or (iii) other business workflows or analytics provided by a Cloud Service.
- 1.8. **"Order Form"** means the ordering document for a Cloud Service.
- 1.9. **"Platform Fee"** means the Flat Fee for a Cloud Service that provides one price for the Cloud Service that is ordered in the Order Form.
- 1.10. **"Position"** means a place or role in Customer's organizational hierarchy, whether internal or an authorized external channel, that may be filled by a person or entity.
- 1.11. **"Subscription Term"** means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.
- 1.12. **"Supplement"** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.
- 1.13. **"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.
- 1.14. **"Users"** is a Usage Metric for a Cloud Service that counts both (i) the number of Positions within a Customer's organizational hierarchy, whether internal or an authorized external channel, which may be the object of an Operation; and (ii) to the extent distinct from Positions, the number of Named Users. Notwithstanding the previous sentence, as it applies to a Litmos subscription, the term "Users" shall mean any person, third party, or entity that has login access to Cloud Services.

2. ADDITIONAL TERMS

2.1. **All-Access e-Learning.** All-Access e-Learning provides its Named Users access to all available Callidus e-Learning courses during the Subscription Term. Current available e-Learning courses may be found at: <https://www.sap.com/support.html>.

2.2. **Callidus E-Signature by DocuSign Service.** For the Callidus E-Signature by DocuSign Service, by signing the Order Form, Customer agrees to be bound by the DocuSign Terms and Conditions available at: <http://www.docusign.com/company/terms-and-conditions/reseller> (and all policies or other exhibits that are incorporated by reference therein.) Accordingly, Customer will be liable for any violations of the aforementioned terms and conditions and will be obligated to indemnify Callidus against any liabilities, costs and expenses Callidus may incur as a result of such violations.

CUSTOMER FURTHER AGREES TO ADHERE TO THE TERMS AND CONDITIONS PROVIDED IN EXHIBIT A ATTACHED AND INCORPORATED BY REFERENCE HEREIN (SUPPORT PROCESS FOR DOCUSIGN E-SIGNATURE SERVICE) AND ACKNOWLEDGES THAT SLA OR SERVICE AVAILABILITY, AS AGREED UNDER THE ORDER FORM, DOES NOT APPLY TO THE CALLIDUS E-SIGNATURE BY DOCUSIGN SERVICE. To the extent there is a conflict between these Special Terms of Use for Callidus E-Signature by DocuSign Service and any terms of the Agreement, these Special Terms of Use shall govern with respect to the DocuSign Service.

2.3. **CallidusCloud Connect Enterprise.** CallidusCloud Connect Enterprise allows the Customer to map and transfer Customer's data from one SaaS application to another via either web services or file transfer provided by the source and target SaaS application ("Interoperation"), provided that either the source or target application is a licensed Callidus application and the other is licensed to Customer from a third party, and thus, Interoperation with such third party application(s) depends on the continuing availability of the third party application's API and program. Use is limited to up to six third-party applications only.

2.4. **Landing Pad Service.** If Customer has licensed Landing Pad and Commissions Cloud Service, Customer must license the number and type of non-production environments for Landing Pad to mirror those licensed for the Commissions Cloud Service. Additionally, each Landing Pad environment (irrespective of whether production or non-production) requires a minimum of 500 gigabytes (GB) of Data Storage in order to operate.

2.5. **Lightning Commissions.** For the Lightning Commissions Service, Customer gives Callidus permission to extract Customer's data from Customer's instance(s) of Commissions, and for Callidus to electronically transfer this data as encrypted data to Customer's organization(s) of Salesforce in order to enable Customer to access its data in the Salesforce application. Customer's access to its Customer Data in the Salesforce application and use of the Salesforce application will be governed by Customer's agreement with Salesforce with no liability to Callidus.

2.6. **Test Tenant.** The Cloud Service includes a productive tenant and one non-productive tenant. The non-productive tenant may only be used for non-productive development and testing, use is limited to the number of Users as licensed for the production environment, and may not be used to process personal data. The Usage Metric for additional test tenants is Tenants. A Tenant means a customer-specific instance of the Cloud Service.

2.7. **Restricted VPN Tunnel.**

2.7.1. Restricted VPN Tunnel is limited solely to the ports and network address(es) for Oracle GoldenGate data transfer services. Restricted VPN Tunnel enables Customer to utilize solely Oracle GoldenGate services.

2.7.2. Customer is responsible for Customer-side maintenance of the Restricted VPN Tunnel. Customer is further responsible for ensuring that Customer's employees, contractors, and Authorized Users abide by Customer's internal security policies.

2.7.3. Customer must configure the Restricted VPN in accordance with Callidus' guidelines, and Callidus' Service Levels and Service Level Credits set out in the Agreement will not apply if Customer fails to comply with these requirements.

- 2.7.4. Customer's third-party implementation vendors may only configure the Restricted VPN on behalf of Customer with Callidus' prior written consent and subject to Customer's flow-down of terms substantially similar to those set out in the Agreement.
- 2.7.5. Customer cannot opt out of this, or any, VPN Tunnel configurations and/or VPN Tunnel updates being performed under general or emergency maintenance.
- 2.8. **RevSym RevRec Service.**
- 2.8.1. For the RevSym RevRec Service, "Revenue Volume" means the peak aggregate revenue that Customer applies through its Primary Accounting Book in the RevSym RevRec Service during a Term Year. An "Accounting Book" is a guidance or forecast for which rules are configured in Customer's subscribed Cloud Service, such as ASC 606 or ASC 605, and the "Primary Accounting Book" is the Accounting Book upon which Customer reports.
- 2.8.2. Upon the expiration of the then-current Term Year, if Customer's actual Revenue Volume for the expiring Term Year exceeded its then-current pricing tier, Customer's fee for the RevSym RevRec Service will move into the higher pricing tier that corresponds to such higher Revenue Volume for the immediate, consecutive Term Year of the Subscription Term, and Callidus will invoice and Customer will pay the revised, higher fee for that Term Year. Customer has an independent and good faith duty to purchase a higher Tier at the commencement of a Term Year if its actual Revenue Volume for the expiring Term Year exceeded its Tier for such Term Year. The foregoing does not preclude Customer from moving into a higher pricing tier to correspond to estimated higher prospective Revenue Volume for the immediate Term Year.
- 2.9. **Thunderbridge AI for Commissions.** This application provides AI-driven recommendations for Customer to analyze. Customer must have a subscription for a Thunderbridge Analytics Cloud Service (Limited, Starter or Enterprise) for use with its subscription to Thunderbridge AI for Commissions. Thunderbridge AI for Commissions Ver. 2017.4 does not provide rules-based permissions that allow Customer to restrict or filter the view of data to provide only a subset of data to certain users. At such time as Callidus generally releases an updated version of Thunderbridge AI for Commissions with rules-based permissions that allow Customer to restrict or filter the view of data, then Callidus will make the updated version available to Customer.
- 2.10. **Thunderbridge Analytics Enterprise.** This Cloud Service is an analytics platform that uses as its data source certain Callidus Cloud Service(s) previously (or contemporaneously) licensed to Customer by Callidus in an Order Form, and as further limited in this Section. The applicable certain Callidus Cloud Service(s) available to be subscribed to by Customer as of the Effective Date of the Order Form are: Commissions Cloud Service; Customer's subscription to Thunderbridge Analytics Enterprise entitles Customer to use as data sources those Cloud Services to which it subscribes upon their general availability as Thunderbridge Analytics data sources by Callidus for the duration of Customer's Thunderbridge Analytics Enterprise Subscription Term.
- 2.11. **Thunderbridge Analytics Limited** is an analytics platform that uses as its data source one single Callidus Cloud Service available for this purpose (currently Workflow and Thunderbridge AI for Commissions) and previously (or contemporaneously) licensed to Customer by Callidus in an Order Form. Thunderbridge Analytics Limited provides only pre-built Data Visualizations and pre-built Dashboards with no ability for Customer to create or save any Data Visualizations or Dashboards.
- A "Data Visualization" means a drillable, filterable graphical-display of Customer's data pulled from a data source. A "Dashboard" means a user-configurable collection of Data Visualizations.
- 2.12. **Thunderbridge Analytics Starter** is an analytics platform that uses as its data source one single Callidus Cloud Service previously (or contemporaneously) licensed to Customer by Callidus in an Order Form, and as further limited in this Section; the single Callidus Cloud Service applicable is Commissions.
- 2.12.1. Usage Assumptions:
- The Platform Fee limits Customer's use of Thunderbridge Starter to the following:
- i. 5 Named Users;
 - ii. 1 Callidus Cloud Service Data Source;
 - iii. 2 business units' data from the Callidus Cloud Service Data Source;

iv. 24-months historical data scope from the Callidus Cloud Service Data Source.

2.13. **VPN Tunnel.**

2.13.1. Customer is responsible for Customer-side maintenance of the VPN Tunnel. Customer is further responsible for ensuring that Customer's employees, contractors, and Authorized Users abide by Customer's internal security policies.

2.13.2. Customer must configure the VPN in accordance with Callidus' guidelines, and Callidus' Service Levels and Service Level Credits set out in the Agreement will not apply if Customer fails to comply with these requirements.

2.13.3. Customer's third-party implementation vendors may only configure the VPN on behalf of Customer with Callidus' prior written consent and subject to Customer's flow-down of terms substantially similar to those set out in the Agreement.

2.13.4. Customer cannot opt out of VPN Tunnel configurations and/or VPN Tunnel updates being performed under general or emergency maintenance.

2.14. **SAP Identity Authentication and SAP Identity Provisioning for Commissions.** The Commissions Cloud Service may include the use of SAP Identity Authentication and SAP Identity Provisioning. If enabled, the use of SAP Identity Authentication and SAP Identity Provisioning is limited to use with such Cloud Service and not with any other SAP or third-party solution unless a proper subscription is obtained.

EXHIBIT A: Support Process for DocuSign E-Signature Service

1. TIER 1 SUPPORT PROVIDED BY CALLIDUS

Customer shall receive the following Tier 1 Support directly from Callidus:

Tier 1 includes basic customer service and support, such as providing general product and purchase information and responding to basic questions about product functions such as logging in and resetting lost passwords. These inquiries will be addressed within a commercially reasonable timeframe once Callidus receives the Tier 1 request from Customer.

All Tier 1 inquiries will be handled by the Callidus support organization. In the event Customer needs to report Tier 1 issues (i.e., Callidus-specific DocuSign issues) they may do so by contacting Callidus directly at community.calliduscloud.com or by phone during normal business hours at (877) 878-3300. Notwithstanding the foregoing or anything to the contrary, all additional types of support requests shall be addressed by DocuSign through the submission process set forth below.

2. SUBMISSION OF A TICKET TO ADDRESS TIER 2 AND 3 SUPPORT ISSUES

Customer acknowledges that: Except for Tier 1 Support, all other support will be provided by DocuSign. Tier 2 and 3 Support includes the submission of a ticket by Callidus which will be submitted to DocuSign within 24 hours of receiving notice from Customer of a Tier 2 or Tier 3 Support issue. In the event Customer needs to report a Tier 2 or Tier 3 issue they may do so by contacting Callidus directly at community.calliduscloud.com or by phone at (877) 878-3300.

After Callidus reviews and categorizes Customer's request as a Tier 2 or Tier 3 issue, Callidus will then submit a ticket describing the issue for DocuSign to review and resolve. DocuSign is solely responsible for reviewing and responding to the submitted ticket within a target time of four (4) hours upon receipt of the support issue.

3. TIER 2 AND TIER 3 SUPPORT PROVIDED BY DOCUSIGN

3.1. Tier 2 Support:

Tier 2 includes advanced product information and support, such as complete service failure. All Tier 2 support inquiries must be first sent to Callidus as referenced above (Submission of Support Ticket). Callidus will then submit a ticket to DocuSign for a Tier 2 support request.

3.2. Tier 3 Support:

Tier 3 includes Subscription Services customization, error and "bug" fixes and responses to other Subscription Services product malfunctions, and all other technical support and service that cannot be resolved using Tier 1 or 2 support, or as otherwise mutually agreed upon by the parties in writing. All Tier 3 support inquiries must be first sent to Callidus per the process referenced above (Submission of Support Ticket). Callidus will then submit a ticket to DocuSign for a Tier 3 support request.