



End-User License Agreement for CAPSTORM, LLC (“CAPSTORM”) SOFTWARE

IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING.

CAPSTORM End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and CAPSTORM for the CAPSTORM software products which may include associated software components, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. This license agreement supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not download or use the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE

The SOFTWARE PRODUCT is licensed as follows:

- (A) **Usage Limits.** SOFTWARE PRODUCT(S) are subject to usage limits specified in this License or accompanying Documentation. If Customer exceeds a contractual usage limit, Customer will execute a supplemental license for additional quantities or expanded limits promptly upon Capstorm's request, and/or pay any invoice for excess usage.
- (B) **Installation and Use.** CAPSTORM grants you the right to download and use the SOFTWARE PRODUCT on your computer according to the terms and conditions contained herein.
- (C) **Backup Copies.** You may also make copies of the SOFTWARE PRODUCT as may be necessary for backup and archival purposes only.
- (D) **License Type by Software Product**

Capstorm Product	License Term	Description
Enterprise License Plan – Enable	12 months	<p>The Enterprise License Plan - Enable (Custom) includes:</p> <ul style="list-style-type: none">• Use with up to one (1) Production Salesforce organization• Use with up to one (1) sandbox associated with the one (1) licensed Production Salesforce organizations• Choice of one database connection (SQLServer, Postgres, Oracle, or MySQL)• Premier support plan which includes 24/7 on-line Knowledge Base and email support with an 8 hour business response time Monday through Friday, 7A-5P CT.• General release application updates at no additional charge• License is for primary Salesforce licensee only



2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- (A) **Maintenance of Copyright Notices.** You must not remove or alter any copyright notices on any and all copies of the SOFTWARE PRODUCT.
- (B) **Distribution.** Except as expressly allowed herein or by applicable law, you are not licensed or permitted under this Agreement to do any of the following: copy, reproduce, republish, upload, post, transmit, license, sublicense, modify or create derivative works based on the SOFTWARE PRODUCT in whole or in part, resell or distribute in any way the SOFTWARE PRODUCT; permit any third party to benefit from the use or functionality of the SOFTWARE PRODUCT via a rental, lease, time sharing, service bureau, or other arrangement; transfer any of the rights granted to you under this Agreement; or decompile, disassemble, or otherwise reverse engineer the SOFTWARE PRODUCT except as otherwise permitted by applicable law. You may not distribute copies of the SOFTWARE PRODUCT to third parties.
- (C) **Prohibition on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- (D) **Rental.** You may not rent, lease, or lend the SOFTWARE PRODUCT.
- (E) **Support Services.** CAPSTORM may provide you with support services related to the SOFTWARE PRODUCT. Any supplemental software code provided to you by CAPSTORM shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA.

3. COMPLIANCE WITH APPLICABLE LAWS

You must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.

- (A) **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Capstorm and its Affiliates reserve all of their right, title and interest in and to the SOFTWARE PRODUCT and related materials, including all of their related intellectual property rights within the United States and/or International jurisdictions. No rights are granted to Customer hereunder other than as expressly set forth herein.
- (B) **Copyright.** All title, including but not limited to copyrights, in and to the SOFTWARE PRODUCT and any copies thereof are owned by CAPSTORM. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by CAPSTORM.

4. NO WARRANTIES

CAPSTORM expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, noninfringement, or fitness of a particular purpose. CAPSTORM does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the SOFTWARE PRODUCT. CAPSTORM makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. CAPSTORM further expressly disclaims any warranty or representation to you or to any third party.

5. LIMITATION OF LIABILITY

In no event shall CAPSTORM be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of your use of or inability to use the SOFTWARE PRODUCT, even if CAPSTORM has been advised of the possibility of such damages. In no event will CAPSTORM be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based on contract, tort or otherwise. CAPSTORM shall have no liability with respect to the



content of the SOFTWARE PRODUCT or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

6. ACCEPTANCE AND ACKNOWLEDGEMENT:

This agreement will be provided for electronic signature acceptance upon receipt of purchase order or payment, whichever occurs first. Product use signifies product acceptance. If product is accepted prior to EULA signature, EULA terms and conditions are accepted and apply to this and all future CapStorm product or services purchases.