

ACROMOBILE PTE. LTD. MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ACROMOBILE PTE. LTD.'S ("OUR") SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY SIGNING, CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR RENEWING YOUR SUBSCRIPTION, YOU AGREE TO THE TERMS OF THIS AGREEMENT IN EFFECT AT SUCH TIME OF THOSE ACTIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CUSTOMER" OR "YOU" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. Definitions.

"Customer Data" means all electronic data or information submitted by a Customer or its end user for use of the Service.

"Acromobile Application" means Acromobile's proprietary mobile application and web based platform subscription service for managing content, customer data and interactions.

"Order Form" means the ordering documents executed hereunder and deemed incorporated into this Agreement. The Order Form will renew automatically, including fees set forth in the Order Form, and be subject to this Agreement's terms and conditions (subject to change from time to time) at the time of such renewal, for one (1) year periods unless either Party requests change or termination thirty (30) days prior to the expiration of the then-current term of this Order Form.

"Service" means the online, mobile application and web based platform subscription service comprised of the combined solution of the Acromobile Application and the SFDC CRM Service.

"SFDC" means Salesforce.com Singapore Pte. Ltd.

"SFDC CRM Service" means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.

"SFDC Service Agreement" as found in Addendum A refers to the SFDC terms that the Customer is accepting under this Agreement.

"Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this Agreement as a result of a subscription having been purchased for such User, and have been supplied user identifications and passwords by You (or by SFDC or Acromobile at Your request). "You" and "Your" means the Customer who has contracted to purchase subscriptions to use the Service subject to the conditions of this Agreement.

2. Service.

2.1 Provision of Service. Acromobile shall make the Service available to Customer pursuant to the terms of this Agreement and any and all Order Forms executed hereunder from time to time. During the term of this Agreement, (i) the Service shall perform materially in accordance with the description of the product with the User Guide.

2.2 Customer acknowledges that provision of the Service shall be conditional upon (i) Customer accepting the terms of the SFDC Service Agreement and (ii) Customer duly observing and performing its obligations under the SFDC Service Agreement.

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3. Use of the Service.

3.1 Each User subscription to the Service shall entitle one User to use the Service via the Acromobile Application, subject to the terms of this Agreement, together with any other terms required by Acromobile. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your subscription to use the Service hereunder does not include a standalone license to use the SFDC CRM Service. If You wish to use the SFDC CRM Service or any of its functionalities or services apart from the Acromobile Application, visit www.salesforce.com to contract directly with SFDC for such services.

3.2 Notwithstanding any access You may have to the Service via the Acromobile Application, Acromobile is the sole provider of the Acromobile Application and You are entering into a contractual relationship solely with Acromobile.

3.3 You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Acromobile promptly of any such unauthorized use You become aware of; and (iv) as it is Your mobile marketing and engagement effort, You are solely responsible to ensure that the design and functionality of the Service shall comply with all applicable local, state, federal and foreign laws and regulations in using the Service, including but not limited to data privacy and spam laws.

3.4 You shall use the Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store material that is (in the sole opinion of Acromobile) infringing, obscene, threatening, libelous, or otherwise unlawful or tortious, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

4. Third-Party Providers.

4.1 Acromobile and other third-party providers offer products and services related to the Service and/or each of its individual components (SFDC CRM Service or the Acromobile Application), including implementation, customization and other consulting services related to customers' use of the Service, and applications (both offline and online) that interoperate with the Service, such as by exchanging data with the Service, or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. Acromobile does not warrant any such third-party providers or any of their products or services. Any exchange of data or other interaction between You and a third-party provider, and any purchase by You of any product or service offered by such third-party provider is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by SFDC or Acromobile to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this Agreement.

5. Data Storage.

5.1 The Service includes a certain cumulative amount of storage per User subscription for no additional charge as indicated by Acromobile. Additional storage may be available for purchase from Acromobile.

6. Fees & Payment.

6.1 User Fees. Customer shall pay all fees specified in all executed Order Forms hereunder. Except as otherwise provided, all fees are quoted in Singapore dollars. Except as otherwise provided, fees are non-refundable for the subscription term stated on the Order Form.

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6.2 Invoicing & Payment. Fees for the Service will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, charges are due upon receipt.

6.3 Overdue Payments. Acromobile shall be entitled to charge late payment interest at the rate of 5% per annum (or at the maximum rate permitted by applicable law) on any outstanding payment due from Customer, calculated on a daily basis from the date such payment was due until the date when payment is actually received.

6.4 Suspension of Service. If Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to its other rights or remedies, Acromobile reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full; provided, however, that no suspension shall take effect unless Acromobile has given Customer at least 10 business days prior written notice that its account is overdue. If the first payment to initiate the Service is not received within 20 business days of signing this Agreement, Acromobile shall terminate or suspend the Service immediately.

6.5 Taxes. Unless otherwise stated, Acromobile's fees exclude any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer shall pay all Taxes save for taxes based on Acromobile's income.

7. Proprietary Rights.

7.1 Reservation of Rights. Customer acknowledges that in providing the Service, Acromobile utilizes (i) the Acromobile name, the Acromobile logo, the Acromobile domain name, the product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information, and that the above (i), (ii), and (iii) are covered by intellectual property rights owned or licensed by Acromobile (collectively, "Acromobile IP "). Other than as expressly set forth in this Agreement, no right, title, interest, license or other rights in or to the Acromobile IP are granted to Customer, and all such rights are hereby expressly reserved.

7.2 SFDC Proprietary Rights. Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the SFDC CRM Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this Agreement and/or the SFDC Service Agreement. The Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this Agreement and/or the SFDC Service Agreement.

7.3 Rights to Service Grant. Acromobile grants Customer and its Users a worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sub-licensable right to access and use the Service in accordance with the terms of this Agreement.

7.4 Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service or Acromobile Technology; (ii) "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Service or Acromobile IP, or access it with the intent to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service in violation of applicable intellectual property laws, or (C) copy any ideas, features, functions or graphics of the Service in violation of applicable intellectual property laws.

7.5 Customer Data. As between Acromobile and Customer, Customer owns all Customer Data. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. Acromobile may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request. Acromobile may use blinded aggregate calculations from data performance to provide benchmarking so long as the data is used in the aggregate and provides no disclosure of data to a third party.

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7.6 Admin User Access. Customer understands and agrees that selected Acromobile technical and customer support personnel may require access to the Customer's Org and the Customer's Data in the normal course of providing customer support and system administrative services. Customer hereby consents to such access.

7.7 Suggestions. Acromobile shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service, Acromobile Application or any Acromobile products or services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the operation of the Acromobile Application or Service.

8. Confidentiality.

8.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the Service, the Acromobile IP, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

8.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

8.3 Protection. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information.

8.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 8, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

9. Warranties & Disclaimers.

9.1 Warranties. Each Party represents and warrants that it has the legal power to enter into this Agreement. Acromobile represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) it owns or otherwise has sufficient rights to the Service and the Acromobile IP to grant the rights and licenses granted herein; and (iii) the Service and Acromobile IP do not infringe any intellectual property rights of any third party.

9.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACROMOBILE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH REGARD TO THE SERVICE, ACROMOBILE APPLICATION AND/OR SFDC CRM SERVICE. ACROMOBILE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE SERVICE, ACROMOBILE APPLICATION AND/OR SFDC CRM SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. Limitation of Liability.

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10.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL COST OF SERVICES FOR UP TO THE LAST 3 YEARS RENDERED UNDER THE TERMS OF THIS AGREEMENT.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER CAUSE OF ACTION, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. Term & Termination.

11.1 Term of Agreement. This Agreement commences on the date specified in the Order Form and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

11.2 Termination. Your use of the Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this Agreement/SFDC Service Agreement by You or any User, (b) the termination or expiration of Acromobile's agreement with SFDC pursuant to which Acromobile is providing the SFDC CRM Service as part of the Service to You, (c) termination or expiration of the SFDC Service Agreement and/or (d) a breach by Acromobile of its obligations to SFDC with respect to the licenses it is providing to You in connection with this Agreement.

11.3 Subscriptions Non-Cancelable. Subscriptions for the Service are non-cancelable during a subscription term, unless otherwise specified in Your Order Form.

11.4 Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Acromobile prior to the effective date of termination.

11.5 Surviving Provisions. Sections 7 to 10 shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after such termination or expiration.

12. Further Contact.

12.1 Acromobile may contact you regarding new Acromobile service features and offerings.

13. Google or Other Popularly Adopted Programs and Services.

13.1 Service features that interoperate with Google or other popularly adopted programs and services depend on the continuing availability of the respective application programming interfaces ("APIs") and programs for use with the Service. If Google Inc. or others ceases to make such APIs and/or programs available on comparable current license terms, or, new reasonable (in the sole discretion of Acromobile) license terms for the Service, Acromobile may cease providing such Service features without entitling You to any refund, credit, or other compensation.

14. General Provisions.

14.1 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

14.2 No Benefit to Others. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons, except for the SFDC Service Agreement.

14.3 Notices. All notices under this Agreement shall be in writing and delivered to the addresses notified by the Parties to each other by a means evidenced by a delivery receipt, by facsimile or by email. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email.

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14.4 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

14.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.6 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement together with all rights and obligations hereunder, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

14.7 Governing Law & Submission to Jurisdiction. This Agreement shall be exclusively governed by and construed in accordance with the laws of Singapore (including especially the Electronic Transactions Act) and the Parties hereby submit to the exclusive jurisdiction of the Courts of Singapore.

14.8 Entire Agreement. This Agreement, including all exhibits and addenda hereto, along with all Order Forms executed hereunder, constitute the entire agreement between the Parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement.

14.9 Amendments. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

14.10 Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

Addendum A: SFDC Service Agreement

"AppExchange" means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

"Reseller" means Acromobile Pte. Ltd.

"Reseller Application" means Acromobile Platform for mobile marketing and content management.

"Platform" means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller's provision of the Reseller Application to You.

"SFDC Service" means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.

"SFDC" means salesforce.com.

"Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or Reseller at Your request).

"You" and "Your" means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

"Your Data" means all electronic data or information submitted by You as and to the extent it resides in the Service.

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1. Use of Service.

- (a) Each User subscription to the Reseller Application shall entitle one User to use the Service via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service or to use it in connection with applications other than the Reseller Application. If You wish to use the SFDC Service or any of its functionalities or services, to use another application other than the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any SFDC Service functionality within it that is in excess to the functionality described in the Reseller Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, Your use of applications other than the Reseller Application, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.
- (b) Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.
- (c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.
- (d) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.
- (e) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

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2. **Third-Party Providers.** Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the Reseller Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Reseller Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Reseller Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.
3. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.
4. **Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
5. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.
6. **Termination.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement.
7. **Subscriptions Non-Cancelable.** Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.
8. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact Your Reseller for additional information. Additional storage may be available for purchase from the Reseller.
9. **No Warranty.** SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO RESELLER APPLICATION AND THE SERVICE, INCLUDING,

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WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10. **No Liability.** IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Further Contact.** SFDC may contact You regarding new SFDC service features and offerings.
12. **Google Programs and Services.** Platform or SFDC Service features that interoperate with Google programs and services depend on the continuing availability of applicable Google application programming interfaces (“APIs”) and programs for use with the Platform and the SFDC Service. If Google Inc. ceases to make such APIs and/or programs available on reasonable terms to SFDC, SFDC may cease providing such features without entitling You or Reseller to any refund, credit, or other compensation.
13. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.