

WEBSITE TERMS AND CONDITIONS

Welcome to the websites of Callidus Software Inc., doing business as CallidusCloud, together with its affiliates, which includes subsidiaries and entities that Callidus Software Inc. operates (collectively, “CallidusCloud,” “we,” or “us”). The following terms and conditions, together with the CallidusCloud Privacy Policy found [here](#) (collectively, these “Terms”), govern your access to and use of any websites where these Terms are posted, including any content, functionality, and services offered on or through those websites (collectively, the “Site” or “Sites”).

Please read these Terms carefully before you access or use the Site. When you access or use the Site, you agree to these Terms and represent and warrant that you are 18 years of age or older. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity. **IF YOU DO NOT AGREE TO THESE TERMS OR DO NOT MEET ALL OF THESE REQUIREMENTS, DO NOT ACCESS OR USE THE SITE.** The Terms apply, regardless of the device used to access the Sites (e.g., personal computer, mobile device, consumer electronics device, or any other technology or software known today or developed in the future). If you use a mobile application or other online service and are required to agree to a separate governing agreement, including, without limitation, a terms of use, end user license agreement, or privacy policy (collectively, “Other Governing Agreement”), in order to use, access, and/or download such application or other online service, both these Terms and the Other Governing Agreement will govern the use of the applicable mobile application or online service, provided that in the event of a conflict, the Other Governing Agreement will control.

1. Access, Use, and Restrictions

You represent, warrant, and covenant that you will access and use the Site only as set forth in these Terms. You will comply with any other applicable terms and conditions of use set forth on the Site or Other Governing Agreement, if applicable.

You acquire absolutely no rights or licenses in or to the Site and materials contained within the Site other than the limited right for you to access and use the Site in accordance with the Terms. You may not access or use the Site for any illegal purpose, to facilitate the violation of any law or regulation, or in a manner inconsistent with these Terms. Your access and use of the Site is solely for your or your company’s use and benefit. You may not copy, reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to, create derivative works from, transmit, or in any way exploit any part of the Site, except as set forth in the Terms or as explicitly specified in the Site. You may download material from the Site and/or make a reasonable number of copies of the material from the Site for your or your company’s use and benefit, provided that you reproduce all copyright and other proprietary notices.

You may not access, monitor, or copy any content or information on the Site using any robot, spider, scraper, web crawler, or other automated means or any similar manual process. You may not violate the security of this Site or attempt to gain unauthorized access to the Site or computer systems or networks connected to the Site through any means.

2. Changes to the Site and Terms

CallidusCloud may discontinue providing the Site or terminate the Terms at any time in its sole discretion and may, from time to time, modify the Terms. Any modifications to the Terms will be posted on the Site, so please check this page periodically. If you do not agree to, or cannot comply with, the modified Terms, you must stop using the Site. The updated Terms will take effect after its posting and will apply only on a going-forward basis, unless otherwise provided in a notice to you. Your continued access or use of the Site after any such update constitutes your binding acceptance of such changes.

3. Accessing the Site and Account Security

To access or use the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your access and use of the Site that all the information you provide on the Site is correct, current, and complete. All information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by the CallidusCloud Privacy Policy, found [here](#).

If you choose, or are provided with, a user name, password, or any other piece of information as part of CallidusCloud's security procedures, you must treat such information as confidential and not disclose it. Your account is personal to you and you will not provide any other person with access to this Site or portions of it using your user name, password, or other security information. You will notify CallidusCloud immediately of any unauthorized access to or use of your user name or password or any other breach of security. You will sign out from your account at the end of each session.

4. User Content

The Sites may enable you to submit, post, upload, or otherwise make available through the Sites (collectively, "post") content such as video clips, photographs, public messages, comments, and other content (collectively, "User Content") that may or may not be viewable by other users. Your

user name may be associated with any User Content that you post. You represent and warrant to CallidusCloud that you have all required rights to any User Content you post on or through the Sites. When you post User Content on or through your access or use of any of the Sites, you grant CallidusCloud a world-wide, perpetual, irrevocable, royalty-free, non-exclusive, and sub-licensable license to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform, publicly display, translate, create derivative works from, publish, and in any way exploit such User Content, in whole or in part, in any format or medium now known or developed in the future, including, without limitation, for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels.

5. Discussion Forums / Online Communities

Some of the Sites provide online communities or forums to help CallidusCloud customers, prospective customers, and partners discuss CallidusCloud products. CallidusCloud will have no liability for any action or inaction by CallidusCloud or any third-party content provider with respect to any conduct, communication, or posting on the Sites, and under no circumstances will CallidusCloud be liable for any loss or damage of any kind caused by reliance on information obtained through postings on the Sites. CallidusCloud reserves the right at all times to disclose any information it believes necessary to satisfy any law, regulation, or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in CallidusCloud's sole discretion are inappropriate, objectionable, or in violation of these Terms or CallidusCloud's [Privacy Policy](#). CallidusCloud is a provider of an interactive computing service as set forth in the Communications Decency Act, 47 U.S.C. §230 and expressly reserves its rights to not be treated as the publisher or speaker of any information provided by another information content provider on the Sites. By using the Site, any forum or online community, or providing any other User Content on or through the Sites, you agree to follow any usage guidelines set forth on such Site, forum, or online community.

6. Intellectual Property

The Site is protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the United States and other countries. The Site is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. You will abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Site. You acknowledge that the Site has been developed by CallidusCloud and others and constitutes valuable intellectual property of CallidusCloud and such others. You will protect the proprietary rights of CallidusCloud and all others having rights in the Site during and after the term of these Terms. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Site will, as between you and CallidusCloud, at all times be and remain the sole and exclusive property of CallidusCloud. You may not use any of CallidusCloud's trademarks without the prior written permission of CallidusCloud.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

CallidusCloud has a policy of, in appropriate circumstances and at its discretion, terminating the accounts of users who infringe the intellectual property of others, including accounts of repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide CallidusCloud's Copyright Agent (as identified below) a notice containing the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that has allegedly been infringed;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed, or, if multiple copyrighted works at a single online location are covered by a single notification, a representative list of such works at that location;
- c. identification of the material that is claimed to be infringing or to be the subject of infringing activity, and a description of where that material is located;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You may send your claims of copyright or other intellectual property infringement to CallidusCloud's Copyright Agent at the following address:

CallidusCloud
Attn: Copyright Agent
4140 Dublin Boulevard, Suite 400
Dublin, CA 94568
Tel: +1 (925) 251 2200
Fax: +1 (925) 251 0525
Email: Legal-CopyrightAgent@CallidusCloud.com

7. Linking and Framing

Without limiting other provisions contained in the Terms, you may include a link(s) on your website to the Site. You may not link to the Site any website containing inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topics, names, or material or information that violates any intellectual property, proprietary, privacy, or publicity rights. If you link to the Site, you may not portray any person or subject in a false or misleading light. In addition, you may not imply that CallidusCloud is endorsing your products or services. You may not frame the Site in a manner that

implies that CallidusCloud is endorsing your products or services or that the Site's webpages or content are part of your website or that you have a license to use the Site's webpages or content.

8. Disclaimer of Warranties / Limitation on Liability

YOUR ACCESS OR USE OF THE SITE IS AT YOUR SOLE RISK AND ALL INFORMATION CONTAINED ON THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE." CALLIDUSCLOUD AND ITS OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, EMPLOYEES, AND AGENTS (COLLECTIVELY, "CALLIDUSCLOUD" IN THIS SECTION) MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SITE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

CallidusCloud (a) does not warrant that the Site is compatible with your equipment or that the Site, or e-mail sent by CallidusCloud, is free of errors or viruses, worms or "Trojan horses," or any other harmful, invasive, or corrupted files, and (b) is not liable for any damage you may suffer as a result of such destructive features. CallidusCloud will have no responsibility or liability for (i) any injury or damages caused by the negligence of CallidusCloud in connection with the Site, or any claim against CallidusCloud, or (ii) any fault, inaccuracy, omission, delay, or any other failure in the Site caused by your computer equipment or arising from your access or use of the Site on such equipment.

The content of other websites, services, goods, or advertisements that may be linked to or from the Site is not maintained or controlled by CallidusCloud. CallidusCloud is therefore not responsible for the availability, content, or accuracy of other websites, services, goods, or advertisements that may be linked to or from the Site.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL CALLIDUSCLOUD BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF CALLIDUSCLOUD HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SITE OR ANY LINKS OR ITEMS ON THE SITE OR ANY PROVISION OF THE TERMS. ALTHOUGH APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THIS PROVISION WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Indemnification

You will indemnify, defend, and hold harmless CallidusCloud and its partners, representatives, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with your access or use of the Site, or any links on the Site, including, but not limited to: (a) any breach or violation of the Terms by you or someone using your computer, username, or password; (b) your use or use by someone using your computer, username, or password of the Site; (c) a claim that any use of the Site by you or someone using your computer, username, or password infringes any intellectual property right of any third party or otherwise results in injury or damage to any third party; (d) any deletions, additions, insertions, or alterations to, or any unauthorized use of, the Site by you or someone using your computer, username, or password; or (e) a claim arising out of or in connection with User Content you post. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action, or proceeding attributable to any such claim. CallidusCloud reserves the right, at CallidusCloud's expense, to assume the exclusive defense and control of such disputes, and in any event you will cooperate with CallidusCloud in asserting any available defenses.

10. Governing Law

The Terms will be governed and construed in accordance with the laws of the State of California, without giving effect to conflicts-of-law principles thereof. For any dispute relating to CallidusCloud's provision of and your access to or use of the Sites, you and CallidusCloud will submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Alameda County in the State of California. You further will accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

11. General

These Terms (including CallidusCloud's Privacy Policy and other terms incorporated by reference) constitute the entire agreement between you and CallidusCloud governing your access to and use of the Site. The failure or delay of CallidusCloud to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. If any provision of the Terms is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the Terms will remain in force. The obligations contained in the Terms that by their sense and context are intended to survive the performance of the Terms by either or both parties will survive the termination, cancellation, expiration, or completion of the performance of the Terms.

Comments and Questions



CallidusCloud would like to hear from you concerning any complaints, questions or suggestions regarding the Terms. Please address your inquiries to:

CallidusCloud
Attn: Legal Department
4140 Dublin Boulevard, Suite 400
Dublin, CA 94568
(925) 251 2200
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