



Prime Subscription Addendum

Customer (as identified on the Pricing Schedule) has indicated in the ordering document to which this Prime Subscription Addendum (this “Addendum”) is attached (the “Pricing Schedule”) that Customer is purchasing the Prime Subscription from Jive Software, Inc. (“Jive”). This Addendum is incorporated by reference into such Pricing Schedule.

This Addendum sets forth the terms and conditions of the Prime Subscription offering whereby Jive agrees to provide Customer licenses to use certain software, documentation, and maintenance and support services related thereto. To the extent there are any inconsistencies between the terms of this Addendum and the terms of any document this Addendum is attached to, this Addendum will prevail, except with respect to the Pricing Schedule.

TERMS AND CONDITIONS

1. **Definitions.** As used in this Addendum, the following terms will have the meanings ascribed to them below:

“Prime Solution Modules” are listed at [WEBSITE ADDRESS LISTING PRIME MODULES]. The Prime Solution Modules are categorized into distinct groups of software modules (the “Module Sets”).

“Home Modules” means all Module Sets that include one or more of Customer’s Solutions.

“Licensed Unit” means the type of license granted according to the type of Solution purchased by Customer.

“Master Agreement” means the original agreement pursuant to which Customer licensed the Solution.

“Support Agreement” means the terms and conditions pursuant to which Jive delivers maintenance and support for the Solution.

2. **Prime Subscription.** As a subscriber to the Prime Subscription, the Customer is entitled to the following:

- A term subscription license to all Prime Solution Modules, but NOT including Customer’s Home Modules (the “Prime Modules”); and
- Maintenance and support services for the Prime Modules at the Basic Support level. If the Customer elects to upgrade to the Platinum Program for products obtained through this Prime Subscription Addendum, the Customer will pay an annual fee per Prime Module as described in the Pricing Schedule.

3. **Scope of Prime Subscription License.** The subscription license to the Prime Modules will be governed at all times by the Master Agreement and will be restricted to Customer’s internal use only. The scope of use is an enterprise-wide subscription with no limitations on: (i) number of users, (ii) numbers of units, or (iii) amount of data processed by the Prime Modules. Except for the foregoing, all restrictions of use and limitations set forth in the Master Agreement remain in full force and effect.

4. **Term.** The “Term” of the license to the Prime Modules will be equivalent to the term defined in the Pricing Schedule issued pursuant to the Master Agreement. Upon expiration of the Term, Customer’s rights to use the Prime Modules will immediately cease and the Prime Modules must be immediately Erased (as defined below) or returned to Jive. For the purposes of this Section, “Erased” means the destruction of all Prime Modules licensed hereunder so that no copy of the Prime Modules can be accessed or restored in any way.

5. **Fees.** Annual license fees for the Prime Subscription are waived during the Term. The licenses for the Prime Modules are provided at no additional charge beyond the amounts owed by Customer for maintenance and support and subscription license fees for all Solutions as set forth on the Pricing Schedule issued pursuant to the Master Agreement. Notwithstanding anything to the contrary in the Master Agreement or the Support Agreement, for each future renewal, Jive will have the right to modify pricing for maintenance and support to fit its then-current pricing practices.

6. **Solutions Not Included.** Solutions remain subject to Customer’s original scope of license. The scope of license granted to Prime Modules under this Addendum does not extend to or in any way modify Customer’s license to use the Solution.

7. **Delivery and Installation Not Included.** Prime Modules may require additional professional services with respect to installation and deployment. All costs of installation and deployment will be borne by Customer. Should Customer elect to hire Jive for any installation, deployment, customization, or other professional services, any such engagement will require the mutual execution of a professional services agreement.