



SOFTWARE AGREEMENT

THIS SOFTWARE AGREEMENT (the “**Agreement**”) is made between **CLARITI CLOUD INC.**, of 422 Richards St, Suite 170, Vancouver, BC, V6B 2Z4 (“**CLARITI**”) and _____ (the “**Customer**”), and is effective as of the effective date specified in the first Order (defined in Section 1.1) made between the parties (the “**Effective Date**”). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings set out in Section 14.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. INTRODUCTION

1.1 **Orders.** CLARITI owns and operates CLARITI, a proprietary, modular, web-based software solution for governments (the “**CLARITI Platform**”), accessible through the Apex Platform™ online platform (the “**Apex Platform**”) operated by Salesforce.com Inc. (“**Salesforce.com**”). The details of Customer’s access to and use of the CLARITI Platform, including, among other things, the number of authorized Users (defined in Section 4.1), will be specified in purchase orders sent from the Customer to CLARITI from time to time in such form approved by CLARITI (each an “**Order**”), which are governed by and form part of this Agreement.

1.2 **SFDC Agreement.** Customer’s access to and use of the Services will depend on the Apex Platform (also referred to as an “**Org**”), which is operated and controlled solely by Salesforce.com, and is subject to the Customer’s acceptance of the Salesforce.com End User Subscription Agreement, attached hereto as **Exhibit “A”**, as may be amended by Salesforce.com in accordance with its terms (collectively the “**SFDC Agreement**”) and which is incorporated by reference as part of this Agreement. By executing this Agreement, Customer acknowledges and signifies to CLARITI and Salesforce.com that Customer has understood and agreed to the SFDC Agreement. To the extent of any inconsistency or conflict between this Agreement and the SFDC Agreement, then this Agreement will take priority and govern regarding Customer’s access to and use of the CLARITI Platform and the relationship between Customer and CLARITI, and the SFDC Agreements will take priority and govern regarding Customer’s access to and use of the Apex Platform and the relationship between Customer and Salesforce.com.

2. TERM AND SERVICES

2.1 **Term of Agreement and Orders.** Unless terminated earlier by either party pursuant to this Agreement, the initial Term of this Agreement will commence on the Effective Date and will remain in effect for the period outlined in the first Order made between the parties (the “**Initial Term**”). This Agreement will automatically renew for additional one (1) year periods (each a “**Renewal Term**”), on terms and conditions substantially similar to those provided herein, unless: (a) expressly stated otherwise in an Order or a Change Order (as herein defined); (b) terminated earlier pursuant to this Agreement; or (c) either party gives notice to the other party, by no later than one hundred and twenty (120) days before the end of the Initial Term or the then-current Renewal Term, of (i) non-renewal or (ii) its desire to amend, modify, supplement, or otherwise change any terms or conditions of the Agreement then in effect, which must be mutually consented and agreed to by the other party prior to the end of such period. Collectively, the Initial Term and all Renewal Terms are referred to collectively as the “**Term**”. The term of each Order will commence on the effective date specified on the Order and expire on the expiration date specified in the Order, unless terminated earlier pursuant to this Agreement or the terms of the Order. Any Customer request for changes to the quantity of Services then applicable must be submitted at least thirty (30) days before renewal and documented via Change Order. Each Order will automatically renew for additional one (1) year periods at the list price and quantity in effect at the time of renewal unless: (i) the Order is terminated earlier pursuant to this Agreement; (ii) either party gives notice of non-renewal to the other party by no later than ninety (90) days before the end of the then-current term of the Order; or (iii) the Order expressly states that it will not automatically renew.

2.2 **SAAS Services.** Subject to the terms and conditions of this Agreement, CLARITI will use commercially reasonable efforts to provide the following services (collectively, the “**SAAS Services**”) to the Customer during the Term: (a) the CLARITI Platform modules specified in valid and subsisting Orders; and (b) online training and technical support materials for those CLARITI Platform modules.

2.3 **Changes to Services.** The Customer may request, and CLARITI may in its discretion provide, an upgrade or downgrade in the level of SAAS Services, and the applicable Services may be amended, modified or supplemented pursuant to such request with mutual consent and in a written form satisfactory to CLARITI (a “**Change Order**”). Change Orders may require changes in the applicable fees payable by the Customer, and any such changes will be specified in the Change Order and payable by the Customer in accordance with the terms of the Change Order. Without limiting the foregoing, the Parties acknowledge and agree that any pricing provided or quoted on a per unit or per license basis, including as described in any Order or Change Order, is determined by CLARITI in its sole discretion taking into consideration various factors including, *inter alia*, the total quantity of SaaS Services specified within the relevant Order or Change Order; accordingly, Customer acknowledges and agrees that any such pricing may not be honored in the event of a reduction in the total quantity of SaaS Services ordered in any subsequent period. Notwithstanding anything in this Agreement: (a) CLARITI may in its discretion change the Services from time to time, provided such any such change does not diminish the functionality of the Services on which the Customer materially relies; and (b) Salesforce.com may make changes to the Apex Platform that may impact the Services.

2.4 **Technical Support Services.** CLARITI shall provide technical support to Customer regarding the use and operation of the CLARITI Platform that was configured or developed by CLARITI pursuant to this Agreement. The terms and conditions of including but not limited to support service hours and availability, service levels targets and severity levels are outlined in the CLARITI Customer Service Terms, a current copy of which is attached hereto as **Exhibit “B”** (as amended, restated, modified, supplemented, or replaced from time to time by Clariti, the “**Clariti Customer Service Terms**”).

2.5 **Dependencies.** Customer understands that Clariti’s performance of the SAAS Services (or part thereof) depends on Customer timely providing Clariti with relevant data, feedback and configuration assistance. Any dates or time periods relevant to Clariti’s performance of its obligations hereunder or pursuant hereto will be extended appropriately and equitably to reflect any delays caused by Customer’s failure to timely deliver any such materials. CLARITI shall not be liable for any delays in performance under this Agreement resulting from Customer’s failure to meet these obligations.

3. FEES AND PAYMENT TERMS

3.1 **SAAS Fees.** The Customer will pay to CLARITI the fees for the Services (the “SAAS Fees”) upfront annually and in advance for each year during the Term of this Agreement, in accordance with the payment instructions detailed in each Order or Change Order (as applicable). Unless otherwise expressly provided in an Order or Change Order, any SAAS Services added during a billing period will be subject to payment of SAAS Fees for a minimum of 12 months. All SAAS Fees will be based upon the total quantity of SAAS Services specified in applicable Orders and Change Orders, whether or not the corresponding SAAS Services are actively used during the billing period. For certainty, workflows and configurations that go beyond the CLARITI Platform’s “out of the box” capabilities are excluded from the amount quoted in respect of the SAAS Fees unless otherwise specifically stated to the contrary. SAAS Fees payable under this Agreement are: (i) non-refundable; and (ii) exclusive of any and all taxes, withholdings and other levies and imposts applicable thereon (“Taxes”), and such Taxes will be invoiced together with the SAAS Fees, unless Customer is exempt from such Taxes. Unless otherwise expressly set out in an Order or Change Order (as applicable), all invoices for the SAAS Services are payable thirty (30) days after the invoice date. CLARITI reserves the right to change the SAAS Fees with respect to existing service levels or otherwise on the basis of increased functionality or other improvements to the Services, on an annual basis, at the end of the Initial Term or the then-current Renewal Term, upon at least thirty (30) days prior written notice to Customer (which may be sent by email).

3.2 **Failure of Payment.** Interest will accrue on any amounts overdue and outstanding at a rate of eighteen percent (18%) per annum, calculated daily. Without limiting any other remedy available to CLARITI, in the event that any of the Customer’s payment obligations are overdue and outstanding, CLARITI may, in its discretion: (a) terminate this Agreement immediately upon notice to the Customer; and/or (b) suspend its obligations to the Customer relating to the SAAS Services until such time as all amounts due and owing under this Agreement are paid in full.

3.3 **GST/HST Registration.** **INCLUDE THE FOLLOWING FOR US BASED CUSTOMER** The Customer hereby declares, represents, and warrants to CLARITI that it is not a registered entity under applicable goods and services tax and for goods and services tax and harmonized sales tax or other similar purposes in Canada (“GST/HST”), nor is it required to be registered for GST/HST under laws applicable in Canada. Should the Customer’s tax status change or should GST/HST related obligations or other similar taxes be payable by or on account of the Customer in connection with the transactions contemplated hereby, the Customer agrees to provide accurate and updated information with respect thereto including, *inter alia*, regarding their tax registration status, to CLARITI upon request. Customer agrees to indemnify and hold harmless CLARITI from and against any claims, penalties, or liabilities arising from the Customer’s failure to accurately declare their tax registration status or to properly pay or remit any taxes required as aforesaid including, without limitation, relating to any assessment of GST/HST made against CLARITI in connection with the transactions described under this Agreement. Customer covenants and agrees to pay any and all such amounts contemplated or arising in relation to the foregoing provisions of this Section, including interest and penalties and any other related costs of CLARITI, if any, upon written request by CLARITI. **INCLUDE THE FOLLOWING FOR CANADA BASED CUSTOMER** The Customer hereby declares, represents, and warrants to CLARITI that it is a registered entity under applicable goods and services tax and for harmonized sales tax or other similar purposes (“GST/HST”), and will continue to be a registrant throughout the term in accordance with the provisions of applicable law related thereto. All transactions conducted under this Agreement shall be subject to the prevailing GST/HST rates, and the Customer shall be responsible for remittance and compliance with all GST/HST related obligations as per the relevant tax regulations including, *inter alia*, GST HST legislation should the Customer be a registered entity. The Customer agrees to provide accurate and updated information regarding their tax registration status to CLARITI upon request. Customer agrees to indemnify and hold harmless CLARITI from and against any claims, penalties, or liabilities arising from the Customer’s failure to accurately declare their tax registration status or to properly remit any taxes required as aforesaid including, without limitation, relating to any assessment of GST/HST made against CLARITI in connection with the transactions described under this Agreement. Customer covenants and agrees to pay any and all such amounts contemplated or arising in relation to the foregoing provisions of this Section, including interest and penalties and any other related costs of CLARITI, if any, upon written request by CLARITI.

4. USE OF SAAS SERVICES

4.1 **Grant.** Subject to the terms and conditions of this Agreement, CLARITI hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sub-licensable right to access and use the SAAS Services during the Term for its internal business purposes through its authorized representatives (each a “User”) with a valid and subsisting account (each an “Account”) and username and password issued by or on behalf of CLARITI (collectively, “Codes”). Customer will appoint and authorize one or more Users to appoint other Users and administer Customer’s use of the SAAS Services. Customer will not authorize more Users than the number of Users specified in an Order or a Change Order, as applicable. Customer is fully responsible and liable for, and bears all risks relating to, all use of the SAAS Services by Users and all acts or omissions by Users and will ensure that all Users comply with the terms of this Agreement.

4.2 **Accounts/Codes.** Accounts and Codes are specific to the User for whom they are issued. Customer will ensure that all Users keep their Codes secure and confidential at all times and not permit any other person to use their Account or Codes, and immediately notify CLARITI if they suspect that any Account or Code has become known to or used by any unauthorized person. Customer is responsible for the security of Customer Codes and use of Customer Codes and Customer Accounts. If CLARITI, in its discretion, considers a Code to be insecure or to have been used inappropriately, then CLARITI may immediately cancel the Code without notice to Customer and the affected User. Codes may not prevent unauthorized access to Customer Data or other information that Customer and Users may use in connection with the SAAS Services. CLARITI is under no obligation to verify the actual identity or authority of the User of any Codes, Accounts or the SAAS Services, and is not responsible or liable for unauthorized access to the SAAS Services or any unauthorized or alteration, theft or destruction of any information contained therein through accident, fraudulent means or devices, or any other method, unless it is the direct result of CLARITI’s gross negligence.

4.3 **Admin User License.** The SAAS Services require a minimum of one (1) Admin User License to be quoted and purchased by the Customer, in addition to a minimum of one (1) Admin User License to be purchased for every tranche of 50 Platform User Licenses purchased.

4.4 **Full Sandbox.** The SAAS Services require one (1) full Salesforce sandbox (the “Full Sandbox”) to be quoted and purchased by the Customer for the purposes of receiving ongoing CLARITI Platform updates. The Full Sandbox will be refreshed to match the Salesforce Production Org on a quarterly basis. The Full Sandbox may be used by other parties and for other purposes with the understanding that they are aware and responsible for preserving any of their modifications, as the quarterly sandbox refresh will remove those changes to match the Production Org.



4.5 **Customer Community Services.** Customer understands that for certain SAAS Services identified as Customer Community or Community Plus Services on an Order or any Change Order (as applicable), if Customer User logins in the applicable Org exceeds the Permitted Number of Monthly Logins (as described in the Order or Change Order) in each of four consecutive calendar months, the Customer will be charged 1.5 times the per-Login price (based on the “**Monthly/Unit Price**” specified in the Order or Change Order) for each excess Customer User login in such fourth month and in each consecutive month thereafter in which the aggregate number of Customer User logins in the Org exceeds the Permitted Number of Monthly Logins. Such additional fees will be charged to Customer monthly in arrears. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform to U.S. Pacific Time.

4.6 **Audit.** CLARITI may audit use of SAAS Services through the CLARITI Platform and the Apex Platform. Should any audit reveal any unauthorized use of SAAS Services, Customer agrees to pay to CLARITI, within thirty (30) days of CLARITI's notice of the audit results, CLARITI'S then-current pricing for the applicable SAAS Services showing unauthorized use (taken as a group), beginning with the date of the first violation through the period of unauthorized use (the “**True Up Payment**”). Upon payment of the True Up Payment, all SAAS Services showing unauthorized use will be converted into compliant SAAS Services and invoiced at CLARITI's then-current list pricing for the remainder of the Term.

4.7 **Restrictions.** Except as expressly permitted by this Agreement, the Customer will not, nor will it allow any User to, directly or indirectly: (a) copy, modify or create derivative works or improvements of the SAAS Services; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the SAAS Services to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SAAS Services or any part thereof; (d) bypass or breach any security measures used by the SAAS Services; (e) input, upload, transmit or otherwise provide to or through the SAAS Services any information or materials that are unlawful or injurious, or contain, transmit or activate any virus, trojan horse, worm, backdoor, malware or other malicious computer code; (f) transmit, or otherwise export the SAAS Services or underlying information or technology; (g) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the SAAS Services; (h) remove, delete, alter or obscure any trade-marks, specifications, warranties or disclaimers, or any copyright, trade-mark, patent or other intellectual property or proprietary rights notices from the SAAS Services; (i) provide any usernames, passwords or other information which would permit access to the SAAS Services to any person who does not have authorized access from CLARITI; (j) use the Services other than in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions or spam compliance laws); (k) to interfere with or disrupt the integrity or performance of the SAAS Services or the Apex Platform or the data contained therein; or (l) otherwise access or use the SAAS Services beyond the scope of the authorization expressly granted in this Agreement.

4.8 **Customer Systems.** Customer shall be responsible for obtaining and maintaining the Customer Systems and any other equipment and other services needed to connect to, access or otherwise use the SAAS Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the SAAS Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

5. **PROPRIETARY RIGHTS**

5.1 **Rights Reserved.** CLARITI is and will remain the sole and exclusive owner of, and retains all Intellectual Property Rights in, the Services, the CLARITI Platform and the CLARITI Marks, including without limitation any updates, modifications, customizations or derivative works thereof. Salesforce.com is and will remain the sole and exclusive owner of the Apex Platform and all related content, software and technologies. Except for the rights and licenses expressly granted in this Agreement, neither party grants to the other party any Intellectual Property Rights under this Agreement, and all such rights, title and interests are hereby retained and reserved.

5.2 **Feedback.** The Customer hereby grants to CLARITI a worldwide, royalty-free, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer or its Users relating to the Services. For certainty, CLARITI will have no obligation to modify the Services to implement any suggestions, recommendations or other feedback provided by the Customer or its Users. Furthermore, for the purposes of improving the CLARITI Platform:

(a) **Access to Personnel.** Customer will make available to CLARITI's authorized representatives the personnel from the Customer's leadership, IT, and user groups at CLARITI's request with reasonable notice to provide feedback on the Services in the form of surveys, phone calls, video and face to face meetings.

(b) **Integration – Existing Salesforce Apps and Org.** For the purposes of improving the Services' integration into a Customer's existing Salesforce Org with existing applications, within three (3) months of the initial order of any Services, the Customer or CLARITI partner will refresh the Full Sandbox provided in Section 3.1(a) to match production, install the applicable Services in the refreshed Org, test business critical processes, resolve any conflicts, and then move CLARITI assets into the production environment. The CLARITI assets will be unconfigured.

6. **CONFIDENTIALITY**

6.1 **Obligation.** Receiving Party hereby acknowledges that the Disclosing Party's Confidential Information is an asset of considerable value, the unauthorized use or disclosure of which would be damaging. Receiving Party will, during and subsequent to the Term: (a) keep the Confidential Information of the Disclosing Party confidential and use such Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement; (b) not directly, or indirectly, without authorization from the Disclosing Party reveal, report, publish, disclose or transfer such Confidential Information to any third party; (c) utilize procedures constituting a high degree of care to maintain the security of such Confidential Information and in no event less than a reasonable standard of care under the circumstances; and (d) disclose such Confidential Information to its employees and contractors, solely on a need-to-know basis as reasonably required under this Agreement, provided that, any access or disclosure to the Disclosing Party's Confidential Information that is granted by the Receiving Party to its employees and contractors will first require the Receiving Party to enter into a written agreement with each such employee and contractor that contains confidentiality and non-use obligations that are at least as protective as the provisions hereof. For certainty, and notwithstanding the foregoing, Customer acknowledges and agrees that CLARITI may disclose Customer's Confidential Information to Salesforce.com solely to the extent necessary to provide the Services in accordance with this Agreement.



6.2 **Legal Disclosure.** If a Receiving Party is required by law or court order to disclose any Confidential Information of the Disclosing Party, such Receiving Party will: (a) first notify the Disclosing Party of same in writing and without delay; and (b) cooperate with the Disclosing Party, and use its own best efforts, to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order.

6.3 **Return of Confidential Information.** Subject to the terms of this Agreement, Receiving Party will return or irretrievably destroy the Confidential Information of the Disclosing Party within thirty (30) days after such request from the Disclosing Party. If requested by the Disclosing Party, the Receiving Party will provide a statutory declaration certifying the return or destruction (as applicable) within five (5) days thereafter.

6.4 **Injunctive Relief.** Each party acknowledges and agrees that should it breach its obligations of non-disclosure under this Section 6, the other party may suffer harm which may not be adequately compensated by monetary damages. In such event, the non-breaching party may, in addition to any other remedy available in law or equity, seek specific performance and injunctive or other equitable relief without bond or proof of damages.

7. CUSTOMER DATA

7.1 **Ownership of Customer Data.** As between CLARITI and the Customer, the Customer is and will remain the sole and exclusive owner of all Customer Data.

7.2 **Consent and License of Customer Data.** The Services may require that CLARITI and Salesforce.com access, use, process and transmit Customer Data, and certain modules of the SAAS Services or additional functionalities may result in Customer Data being transmitted from the Apex Platform to other computer systems. Customer authorizes and consents to such use of Customer Data by CLARITI and Salesforce.com, and hereby grants to CLARITI and Salesforce.com a non-exclusive, royalty free, world-wide right and license during the Term to access, copy, process and otherwise use Customer Data as may be required to provide and improve the Services, perform CLARITI's obligations under this Agreement or to create Anonymized Data. For certainty, CLARITI will be the sole and exclusive owner of all Anonymized Data.

7.3 **Storage/Return of Customer Data.** Customer Data is stored by Salesforce.com in the Apex Platform and is subject to the SFDC Agreements. At any time upon request by Customer during the Term, and within thirty (30) days after the end of the Term, CLARITI will request that Salesforce.com return all Customer Data in the Apex Platform to Customer in accordance with SFDC Agreements. Notwithstanding anything in this Agreement, CLARITI and Salesforce.com are not responsible for the privacy, security or integrity of Customer Data that is transmitted outside the Apex Platform.

7.4 **Customer Data Disclaimer.** Customer Data will be disclosed to Salesforce.com as a result of the Customer's use of the SAAS Services. CLARITI has no control over, or any responsibility for, Salesforce.com's collection, use, storage or disclosure of Customer Data. Except as otherwise provided in this Agreement, CLARITI makes no representation, warranty, condition or guarantee of any nature or kind whatsoever, whether express, implied or statutory, or arising from custom or trade usage or by any course of dealing or course of performance, regarding Customer Data, and disclaims any and all responsibility and liability for Customer Data to the fullest extent permitted by law.

7.5 **Personal Information.** For certainty, CLARITI's processing of Customer Data pursuant to this Agreement will not involve the use of Personal Information.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 **Customer.** Customer represents, warrants and covenants to CLARITI that now and at all times during the Term: (a) Customer has the right, power, capacity and authority to enter into and perform its obligations under this Agreement and to grant the licenses, authorizations and permissions set forth in this Agreement; (b) the Customer will ensure that it has obtained all necessary consents relating to Customer Data prior to making any such data available under this Agreement; (c) the provision of any Customer Data to CLARITI and the use of such Customer Data by CLARITI for the purposes described in this Agreement does not and will not violate or infringe the rights of any person; (d) all information provided by Customer to CLARITI in an Order or Change Order is true, accurate, current, and complete; and (e) the Customer will have sole responsibility for connectivity between the Customer Systems and the internet and the security of the Customer's link to the SAAS Services.

8.2 **CLARITI.** CLARITI represents, warrants and covenants to Customer that now and at all times during the Term: (a) CLARITI has the corporate power, capacity and authority to enter into this Agreement, and (b) the Services will not infringe, or constitute an infringement or misappropriation of, any Intellectual Property Rights of any third party. CLARITI warrants to Customer that it will repair any functionality that was configured or developed by CLARITI pursuant to this Agreement and that has unexpectedly stopped working, all in accordance with the Clariti Customer Service Terms, provided that: (i) defects in functionality can only be diagnosed by CLARITI; (ii) CLARITI is not required to repair any configuration or development performed by a non-CLARITI entity and any functionality related to non-CLARITI payment processing (iii) the Customer is up to date on the latest CLARITI managed package release updates; (iv) the Customer is currently in an active Term and paying for all Services; and (v) Customer agrees (A) that their technical staff or system integrator staff are responsible for performing appropriate due diligence and testing of new CLARITI releases in a sandbox or pre-production environment prior to deploying these releases to the production environment, and (B) CLARITI is not required to repair issues that arise due to not performing appropriate due diligence and testing.

9. TERMINATION AND SUSPENSION

9.1 **Termination for Cause.** Either party may terminate this Agreement immediately upon notice if the other party fails to correct a material breach of its obligations under this Agreement within thirty (30) days (ten (10) days, in the case of non-payment) after receipt by such other party of written notification from the notifying party of such material breach. This Agreement will automatically and immediately terminate if Customer's access to and use of the Apex Platform is prohibited by Salesforce.com.

9.2 **Effect of Termination.** Upon termination or expiry of this Agreement for any reason pursuant to this Agreement: (a) all Orders and each Change Order in effect will immediately terminate; (b) CLARITI will deliver to the Customer a final statement of account and/or invoice for fees and charges accrued up to and including the date of termination or expiry, and Customer will promptly pay all such outstanding fees and charges; and (c) any provision of this Agreement that imposes an obligation after termination or expiry of this Agreement will survive such termination or expiry, including without limitation, Sections: 3, 5, 6, 7 and 9 – 13 (inclusive).



9.3 **Suspension of Services.** CLARITI may suspend, terminate or limit, in CLARITI's discretion, Customer's (or any of its Users') access to or use of the Services, or any part of it, with reasonable notice in order to: (a) prevent damage to, or degradation of the integrity of, CLARITI Systems or Customer Systems; or (b) comply with any law, regulation, court order or other governmental request or order. CLARITI will use commercially reasonable efforts to notify Customer of any such limitation, suspension or termination action as soon as reasonably practicable. In the event of a limitation or suspension, CLARITI will restore Customer's access to the Services when CLARITI determines the event has been resolved. Nothing in this Agreement will limit CLARITI's right to take any action or invoke remedies or will act as a waiver of CLARITI's rights in any way with respect to any of the foregoing activities. Unless found to be done in bad faith, no such suspension will be a breach of this Agreement by CLARITI, entitle Customer to a refund or suspension of fees, or give rise to any liability by CLARITI to Customer or any other person.

10. INDEMNITY

10.1 **Customer.** Customer will defend, indemnify, and save and hold harmless CLARITI and its directors, officers, and personnel from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: (a) Customer's use of the Services and the Apex Platform; or (b) any actual or alleged negligence, willful misconduct or breach of this Agreement by Customer or any other person for whom Customer is under this Agreement or in law responsible. Customer will assist and co-operate as fully as reasonably required by CLARITI in the defence of all third-party claims and third-party proceedings.

10.2 **CLARITI.** CLARITI will defend, indemnify, and save and hold harmless Customer and its personnel and representatives from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: (a) any actual gross negligence, willful misconduct or material breach of this Agreement by CLARITI or any other person for whom CLARITI is under this Agreement or in law responsible; or (b) allegations that the Services infringe or misappropriate any United States or Canadian Intellectual Property Rights of a third-party, except to the extent resulting from (i) Customer's modification of the Services, or combination by Customer of the Services with other third-party products or services, if the Services would not have been infringing but for such modification or combination, (ii) Customer's use of the Services in a manner not authorized herein or for which it was not designed, (iii) Customer's failure to use an updated, non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, or (iv) changes to the Services made by CLARITI at the direction of the Customer. CLARITI will assist and co-operate as fully as reasonably required by Customer in the defence of all third-party claims and third-party proceedings.

10.3 **Possible Infringement.** If CLARITI becomes aware of an allegation that the Services infringe a third party's Intellectual Property Rights, then CLARITI may: (a) obtain the right for the Customer, at CLARITI'S expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement for the Services to the Customer; or (c) modify the Services so that they no longer infringe such third party's Intellectual Property Rights.

11. DISCLAIMER

(A) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT, THE SAAS SERVICES AND THE CLARITI PLATFORM ARE PROVIDED "AS-IS", AND CLARITI HEREBY DISCLAIMS ANY AND ALL GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES REGARDING THE SAAS SERVICES AND THE CLARITI PLATFORM, WHETHER IMPLIED OR STATUTORY, ORAL OR OTHERWISE, ARISING UNDER ANY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES WITH RESPECT TO ACCURACY; CAPACITY; COMPLETENESS; DELAYS; DURABILITY; SECURITY; FITNESS FOR A PARTICULAR PURPOSE; LACK OF VIRUSES OR OTHER HARMFUL COMPONENT, ERRORS, INTERRUPTED SERVICE; MERCHANTABILITY; NON-INFRINGEMENT; PERFORMANCE; QUALITY; RESULTS; SUITABILITY; TIMELINESS; TITLE; OR WORKMANLIKE EFFORT. THE SERVICES AND THE APEX PLATFORM MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND CLARITI'S CONTROL. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACCESS AND USE OF THE SERVICES IS AT THE CUSTOMER'S SOLE RISK.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI HEREBY DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH THIRD-PARTY SOFTWARE OR MATERIALS AND THEIR USE OR INCLUSION IN OR WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE APEX PLATFORM AND SALESFORCE.COM, AND ANY CHANGES MADE BY SALESFORCE.COM TO THE APEX PLATFORM THAT MAY IMPACT THE SERVICES.

(B) THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. LIABILITY LIMITATION

(C) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI'S MAXIMUM LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF SAAS FEES PAID BY THE CUSTOMER TO CLARITI DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(D) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI WILL NOT BE LIABLE FOR MATTERS BEYOND ITS REASONABLE CONTROL OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY, OR IN TORT, AND EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE CUSTOMER HEREBY RELEASES CLARITI OF SAME. IN ANY EVENT, CLARITI'S LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED



ONLY TO DIRECT, VERIFIABLE DAMAGES ARISING FROM CLARITI'S MATERIAL NON-FULFILMENT OR BREACH OF ANY WARRANTY OR COVENANT, OR ANY MATERIAL MISREPRESENTATION, EXPRESSLY PROVIDED UNDER THIS AGREEMENT.

(E) THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

13. GENERAL

13.1 **Entire Agreement.** This Agreement, which includes: (a) each Order; (b) any Change Order; (c) the SFDC Agreement; and (d) the Clariti Customer Service Terms, as applicable, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement. Unless otherwise expressly provided by this Agreement, to the extent of any conflict, the following order of precedence will apply: (1) this Agreement; (2) a Change Order; (3) an Order; (4) subject to Section 1.2, the SFDC Agreements; and (5) the Clariti Customer Service Terms.

13.2 **Interpretation.** Headings in this Agreement are for convenience of reference only. Any rules of construction relating to interpretation against the drafter of an agreement will not apply to this Agreement. The word "including" (or includes) and words to the same or similar effect will be interpreted to mean "including without limitation" (or includes without limitation). Words importing the singular number only include the plural and vice versa. Words importing either gender include both genders. Except as expressly set forth in this Agreement, the parties' respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which the parties may be lawfully entitled under this Agreement or at law or equity, and the parties will be entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively.

13.3 **Assignment and Enurement.** Customer may not assign this Agreement without CLARITI's prior written consent, which consent may be withheld in CLARITI's discretion. CLARITI may assign all or any portion of its rights and interests under the Agreement in its discretion without consent of the Customer. Users are not parties to or beneficiaries of this Agreement. The provisions of this Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

13.4 **Publicity.** CLARITI may reference Customer in CLARITI's advertising and promotional activities and materials and may list Customer in any listing or directory of CLARITI customers. Upon request by CLARITI, Customer may, but will have no obligation to, provide CLARITI with Customer's trademark or logos for use in such promotional materials, lists and directories.

13.5 **Waiver and Amendment.** Except as expressly provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the parties hereto. No failure or delay by a party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, will operate as a waiver of any such right, power or remedy.

13.6 **Governing Law.** If the Customer's address provided in the signature block of this Agreement is: (a) in Canada or the United States, then this Agreement will be governed by the laws of the Customer's province or state and the federal laws applicable therein, and the parties will exclusively submit to such jurisdiction; and (b) outside of Canada and the United States, then this Agreement will be governed by the laws of the province of British Columbia and the federal laws of Canada applicable therein, and the parties will exclusively submit to the jurisdiction of British Columbia. Notwithstanding the foregoing, each party will be entitled to seek injunctive or other equitable relief in any jurisdiction with a reasonable connection to the subject matter of this Agreement.

13.7 **Changes in Law.** Without limiting any provision hereunder, on an annual basis, the SAAS Fees payable may, at Clariti's option and on notice to the Customer, be adjusted by a percentage equal to the greater of the change in the annual average Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics (BLS) during the immediately preceding 12 month period and seven (7%). In addition, if the adoption of any applicable law, regulation, treaty or official directive (whether or not having the force of law) or any change therein or in the interpretation or application thereof by any court or by any governmental authority or any other entity charged with the interpretation or administration thereof or compliance by the Issuer with any request or direction (whether or not having the force of law) of any such court authority or other entity in each case after the date hereof:

(f) subjects Clariti to, or causes the withdrawal or termination of a previously granted exemption with respect to, any taxes or changes the basis of taxation of payments due to Clariti, or increases any existing taxes on payments of principal, interest, or other amounts payable by Customer to Clariti hereunder; or

(g) directly or indirectly affects the cost to Clariti of making available any Services or otherwise imposes on Clariti any other condition or requirement affecting this Agreement or any obligation of Clariti hereunder,

and the result of (a) or (b) above, in the sole determination of Clariti acting in good faith, is:

(h) to increase the cost to Clariti of performing its obligations hereunder;

(i) to reduce any amount received or receivable by Clariti hereunder or its effective return hereunder; or

(j) to cause Clariti to make any payment with respect to or to forego any return on or calculated by reference to, any amount received or receivable by Clariti hereunder with respect to provision of any Services,

Clariti shall determine that amount of money which shall compensate Clariti for such increase in cost, payments to be made or reduction in income or return or interest foregone (herein referred to as "**Fee Adjustments**"). Clariti agrees that it will not claim Fee Adjustments from the Customer under this Section in respect of any period greater than three (3) months prior to the delivery of notice in respect thereof by Clariti, unless the adoption, change or other event or circumstance giving rise to the claim for Fee Adjustments is retroactive or is retroactive in effect.

13.8 **Force Majeure.** Notwithstanding any other provision of this Agreement, CLARITI will not be liable to Customer for any delay in performing or failure to perform any of its obligations under this Agreement to the extent performance is delayed or prevented due to any cause or causes that are beyond CLARITI's reasonable control. Any delay or failure of this kind will not be deemed to be a breach of this Agreement by CLARITI, and the time for CLARITI's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

13.9 **Notices.** CLARITI may deliver Orders, invoices and other notices to Customer by email, facsimile, or delivery to the addresses on record in CLARITI's Customer file. Customer will give all notices to CLARITI under this Agreement in writing delivered by courier, by email, or



by facsimile transmission to CLARITI's current address for delivery specified on in the signature block of this Agreement, as may be updated from time to time with notice.

13.10 **Currency.** All monetary amounts under this Agreement are in the currency of the United States, except where expressly provided otherwise.

13.11 **Independent Contractors.** The parties are independent contractors. Neither party will be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose and neither party will have any right, power or authority to create any obligation or responsibility on behalf of the other.

13.12 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

13.13 **Counterparts.** This Agreement may be executed electronically and in two or more counterparts, all of which, taken together, will be regarded as one and the same instrument.

13.14 **Piggy-Backing.** Subject to the requirements of applicable law, this Section 13.13 permits any municipality or other governmental agency within the regional jurisdiction of the Customer (each as identified and confirmed in writing by CLARITI from time to time, hereinafter referred to as "**Eligible Municipalities**") and each, a "**Eligible Municipality**") to utilize the terms contained within the body of this Agreement to procure the same Software and Services without the need for an independent request for proposal (RFP). Each Eligible Municipality shall enter into a subscription agreement with CLARITI that incorporates, by reference, all terms and conditions of this Agreement and that shall specify the scope of Software and Services, corresponding fees, and any additional terms unique to the Eligible Municipality, provided such additional terms do not conflict with or alter the terms contained within the body of this Agreement. The term for any subscription agreement entered into under this piggy-back provision shall coincide with the term of this Agreement, including any renewals or extensions thereof, unless otherwise agreed in writing by CLARITI and the Eligible Municipality. Except for the Eligible Municipalities explicitly identified herein and in relation to this Section 13.13, and except as otherwise expressly stated herein, this Agreement is not intended to and shall not confer any rights or remedies upon any other person or entity other than the parties to this Agreement.

14. **DEFINITIONS**

(a) "**Anonymized Data**" means Customer Data which has been stripped, manipulated or combined to provide generalized anonymous information that cannot be reverse-engineered to identify the Customer or identify an individual.

(b) "**CLARITI Marks**" means CLARITI™, CLARITI CLOUD INC.™ and related logos and marks of CLARITI.

(c) "**CLARITI Systems**" means the information technology infrastructure used by or on behalf of CLARITI in performing the Services, including all computers, software, hardware, databases, electronic systems and networks.

(d) "**Confidential Information**" means information that is not generally known to the public or that otherwise constitutes a trade secret under applicable law, including without limitation, technical information, know-how, technology, software applications and code, prototypes, ideas, inventions, methods, improvements, data, files, information relating to customer identities and other customer information; provided that, Confidential Information does not include any of the foregoing information that Receiving Party can demonstrate: (i) has entered into the public domain through no wrongful act or breach of any obligation of confidentiality by the Receiving Party; (ii) was in the lawful knowledge and possession of, or was independently developed by, the Receiving Party prior to the time it was disclosed to, or learned by, the Receiving Party hereunder as evidenced by written records; (iii) was rightfully received by Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (iv) was approved in writing for release by the Disclosing Party. Confidential Information includes such information that was disclosed by the Disclosing Party to the Receiving Party prior to the Effective Date.

(e) "**Customer Data**" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from the Customer or a User by or through the Services, including, without limitation, any Personal Information, as applicable.

(f) "**Customer Systems**" means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity.

(g) "**Disclosing Party**" means the party who discloses or otherwise divulges Confidential Information to the other party.

(h) "**Intellectual Property Rights**" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of publicity and similar rights of any type, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.

(i) "**Personal Information**" means information about an identifiable individual within the meaning of the Personal Information Protection Act (British Columbia).

(j) "**Receiving Party**" means the party who receives or otherwise obtains Confidential Information from the Disclosing Party or from the Disclosing Party's employees, agents, representatives, consultants, customers, contractors or suppliers.

(k) "**Services**" means, collectively, the SAAS Services and any other services provided by Clariti under or pursuant to this Agreement, and any part thereof.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have duly executed this Agreement.



CLARITI CLOUD INC.	
By	_____
	Authorized Signatory Date

Name Title	
Email for Notice:	

CUSTOMER:	
By	_____
	Authorized Signatory Date

Name Title	
Customer's Address	Mailing Address:
	Fax Email



EXHIBIT "A"

SALESFORCE.COM END USER SUBSCRIPTION AGREEMENT

FOR PLATFORM EMBEDDED EDITION OEM SERVICES SUBSCRIPTIONS

This governs the Customer's access to and use of the Apex Platform and related services provided by Salesforce.com. This SFDC Agreement exempts Salesforce.com and other persons from liability or limits their liability and contains other important provisions that Customer should read. By signing the CLARITI Software Agreement, Customer acknowledges and signifies that it has read, understood, and agreed to this SFDC Agreement. If Customer does not accept and agree to this Agreement, Customer may not access or use the Apex Platform.

1. **Definitions.**

In this Agreement:

- (a) "Addendum Services" mean the Platform, to the extent that it is hosted on the Public Cloud Infrastructure. "Addendum Services" exclude, without limitation, any professional services, the CLARITI Application, applications listed on the AppExchange, and other third party applications and services.
- (b) "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.
- (c) "CLARITI" means Clariti Cloud Inc.
- (d) "CLARITI Application" means the proprietary, modular, web-based software solution produced by Clariti Cloud Inc.
- (e) "Documentation" means the Trust and Compliance documentation for the Platform, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Addendum Service.
- (f) "Org" means a separate set of Your Data and SFDC product customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access).
- (g) "Platform" means the online, Web-based platform service provided by SFDC to CLARITI in connection with CLARITI's provision of the CLARITI Application to You.
- (h) "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.
- (i) "SFDC" means salesforce.com.
- (j) "Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Agreement as a result of a subscription to the CLARITI Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or CLARITI at Your request).
- (k) "You" and "Your" means the customer entity which has contracted to purchase subscriptions to use the CLARITI Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by CLARITI.
- (l) "Your Data" means all electronic data or information submitted by You as and to the extent it resides in the Service.

2. **Use of Service.**

- (a) Each User subscription to the CLARITI Application shall entitle one User to use the Service via the CLARITI Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by CLARITI. 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 CLARITI Application. If You wish to use the SFDC Service or any of its functionalities or services, to use another application other than the CLARITI Application, or to create or use additional custom objects beyond those which appear in the CLARITI Application in the form that it has been provided to You by CLARITI, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the CLARITI 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 CLARITI 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 CLARITI Application, or Your creation or use of additional custom objects in the CLARITI Application beyond that which appears in the CLARITI Application in the form that it has been provided to You by CLARITI, would be a material breach of this Agreement.
- (b) Notwithstanding any access You may have to the Platform or the SFDC Service via the CLARITI Application, CLARITI is the sole provider of the CLARITI Application and You are entering into a contractual relationship solely with CLARITI. In the event that CLARITI ceases operations or otherwise ceases or fails to provide the CLARITI Application, SFDC has no obligation to provide the CLARITI Application or to refund You any fees paid by You to CLARITI.
- (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 CLARITI 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.

(f) **Use of Addendum Services.** Customer will be responsible for Users' compliance with this Addendum, the Documentation and the order form between CLARITI and Customer, and will comply with terms of service of any Third Party Applications with which Customer uses Addendum Services. Customer will not: (i) make the Addendum Services available to, or use the Addendum Services for the benefit of, anyone other than Customer or Users, unless expressly stated otherwise in the Documentation, (ii) sell, resell, license, sublicense, distribute, make available, rent or lease the Addendum Services, or include the Addendum Services in a service bureau or outsourcing offering, (iii) use the Addendum Services or Third Party Applications to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) use the Addendum Services or any Third Party Applications to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Addendum Services or third-party data contained therein, (vi) attempt to gain unauthorized access to the Addendum Services or its related systems or network, (vii) permit direct or indirect access to or use of the Addendum Services in a way that circumvents a contractual usage limit, or use any Addendum Services to access or use any SFDC intellectual property except as permitted under this Addendum or the Documentation, (viii) copy the Addendum Services or any part, feature, function or user interface thereof, (ix) frame or mirror any part of any Addendum Services, other than framing on Customer's own intranets or otherwise for its own internal business purposes, or as permitted in the Documentation, (x) reverse engineer the Addendum Services (to the extent such restriction is permitted by law), or (xi) access any Addendum Services in order to build a competitive product or service or to benchmark with a non-SFDC product or service. Customer's or a User's intentional violation of the foregoing, or any use of the Addendum Services in breach of the SFDC Service Agreement, Documentation or the order form between CLARITI and Customer, by Customer or Users that in SFDC's judgment imminently threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Addendum Services. SFDC will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to any such suspension. Customer may only submit to the Addendum Services, and use the Addendum Services to collect, store and/or process, Customer Data in a manner that is permitted in the applicable Documentation and by applicable laws and government regulations.

(g) **External-Facing Services.** If You subscribes to any Addendum Services for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to SFDC's External-Facing Services Policy at <http://www.salesforce.com/company/legal/agreements.jsp>, as may be applicable to an Addendum Service and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

3. **Third-Party Providers.** CLARITI 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 CLARITI 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 CLARITI Application, such as by exchanging data with the Platform, the SFDC Service, and/or the CLARITI Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the CLARITI 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 CLARITI Application or any other product or service of CLARITI, 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 CLARITI Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the CLARITI 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 CLARITI 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.

4. **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.

5. **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.

6. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicensable, 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.

7. **Suspension and 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 CLARITI's agreement with SFDC pursuant to which CLARITI is providing the Platform as part of the CLARITI Application to You, and/or (c) a breach by



CLARITI of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement. If You use the CLARITI Application in combination with a SFDC Service Org other than the Org provisioned solely for use with the CLARITI Application (a "Shared org"), CLARITI shall be solely responsible for provisioning the CLARITI Application to You. With respect to any Shared org, You acknowledge and understand that (i) access to such Org, including the CLARITI Application used in connection with such Org, may be suspended due to Your non-payment to SFDC or other breach of Your Agreement with SFDC, and (ii) in the event Your relationship with SFDC is terminated as a result of non-payment or other material breach of Your agreement with SFDC, Your Platform subscriptions would also be terminated. In no case will any such termination or suspension give rise to any liability of SFDC to You for a refund or other compensation.

8. **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 CLARITI.

9. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact CLARITI for additional information. Additional storage may be available for purchase from the CLARITI.

10. **No Warranty.** SFDC MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE CLARITI Application, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SFDC DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE CLARITI Application, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, SFDC DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

11. **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.

12. **Further Contact.** SFDC may contact You regarding new SFDC service features and offerings.

13. **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 CLARITI to any refund, credit, or other compensation.

14. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and CLARITI solely as it relates to this SFDC Service Agreement.

15. **Org Migration.** Migration of an Org to the Public Cloud Infrastructure will require planned downtime, during which it may be completely unavailable for use. Any existing service level agreement regarding the Addendum Services will not apply during an Org migration, however the parties will cooperate to minimize the impact of such downtime. SFDC will alert CLARITI and/or Customer to actions Customer must take prior to the Org migration, such as updating hard-coded references, as further described at [this link](#). Migration of an Org to the Public Cloud Infrastructure is subject to availability on a quarterly basis, and the parties will cooperate reasonably to schedule such migration.



EXHIBIT "A"

SALESFORCE.COM END USER SUBSCRIPTION AGREEMENT

FOR PLATFORM ENTERPRISE EDITION OEM SERVICES SUBSCRIPTIONS

This governs the Customer's access to and use of the Apex Platform and related services provided by Salesforce.com. This SFDC Agreement exempts Salesforce.com and other persons from liability or limits their liability and contains other important provisions that Customer should read. By signing the CLARITI Software Agreement, Customer acknowledges and signifies that it has read, understood, and agreed to this SFDC Agreement. If Customer does not accept and agree to this Agreement, Customer may not access or use the Apex Platform.

1. **Definitions.**

In this Agreement:

- (a) **"Addendum Services"** mean the Platform, to the extent that it is hosted on the Public Cloud Infrastructure. "Addendum Services" exclude, without limitation, any professional services, the CLARITI Application, applications listed on the AppExchange, and other third party applications and services.
- (b) **"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.
- (c) **"Documentation"** means the Trust and Compliance documentation for the Platform, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Addendum Service.
- (d) **"Org"** means a separate set of Your Data and SFDC product customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access).
- (e) **"Platform"** means the online, Web-based platform service provided by SFDC to CLARITI in connection with CLARITI's provision of the CLARITI Application to You.
- (f) **"CLARITI"** means Clariti Cloud Inc.
- (g) **"CLARITI Application"** means the proprietary, modular, web-based software solution produced by Clariti Cloud Inc.
- (h) **"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.
- (i) **"SFDC"** means salesforce.com.
- (j) **"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 CLARITI Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or CLARITI at Your request).
- (k) **"You"** and **"Your"** means the customer entity which has contracted to purchase subscriptions to use the CLARITI Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by CLARITI.
- (l) **"Your Data"** means all electronic data or information submitted by You as and to the extent it resides in the Service.

2. **Use of Service.**

- (a) Each User subscription to the CLARITI Application shall entitle one User to use the Service via the CLARITI Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by CLARITI. 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).
- (b) 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 CLARITI Application and applications You developed for internal use.
- (c) If You wish to use the SFDC Service or any of its functionalities or services, to use another application other than the CLARITI Application and applications You developed for internal use, visit www.salesforce.com to contract directly with SFDC for such services.
- (d) In the event Your access to the CLARITI 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 CLARITI 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 CLARITI Application or applications You developed for internal use, would be a material breach of this Agreement.
- (e) Notwithstanding any access You may have to the Platform or the SFDC Service via the CLARITI Application, CLARITI is the sole provider of the CLARITI Application and the Platform and You are entering into a contractual relationship solely with CLARITI. In the event that CLARITI ceases operations or otherwise ceases or fails to provide the CLARITI Application, SFDC has no obligation to provide the CLARITI Application or the Platform or to refund You any fees paid by You to CLARITI. CLARITI is solely responsible for providing support in connection with Your use of the CLARITI Application and the Platform. For clarity, You are not entitled to customer support from SFDC.
- (f) 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 CLARITI 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.

(g) 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.

(h) 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.

(i) **Use of Addendum Services.** Customer will be responsible for Users' compliance with this Addendum, the Documentation and the order form between CLARITI and Customer, and will comply with terms of service of any Third Party Applications with which Customer uses Addendum Services. Customer will not: (i) make the Addendum Services available to, or use the Addendum Services for the benefit of, anyone other than Customer or Users, unless expressly stated otherwise in the Documentation, (ii) sell, resell, license, sublicense, distribute, make available, rent or lease the Addendum Services, or include the Addendum Services in a service bureau or outsourcing offering, (iii) use the Addendum Services or Third Party Applications to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) use the Addendum Services or any Third Party Applications to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Addendum Services or third-party data contained therein, (vi) attempt to gain unauthorized access to the Addendum Services or its related systems or network, (vii) permit direct or indirect access to or use of the Addendum Services in a way that circumvents a contractual usage limit, or use any Addendum Services to access or use any SFDC intellectual property except as permitted under this Addendum or the Documentation, (viii) copy the Addendum Services or any part, feature, function or user interface thereof, (ix) frame or mirror any part of any Addendum Services, other than framing on Customer's own intranets or otherwise for its own internal business purposes, or as permitted in the Documentation, (x) reverse engineer the Addendum Services (to the extent such restriction is permitted by law), or (xi) access any Addendum Services in order to build a competitive product or service or to benchmark with a non-SFDC product or service. Customer's or a User's intentional violation of the foregoing, or any use of the Addendum Services in breach of the SFDC Service Agreement, Documentation or the order form between CLARITI and Customer, by Customer or Users that in SFDC's judgment imminently threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Addendum Services. SFDC will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to any such suspension. Customer may only submit to the Addendum Services, and use the Addendum Services to collect, store and/or process, Customer Data in a manner that is permitted in the applicable Documentation and by applicable laws and government regulations.

(j) **External-Facing Services.** If You subscribes to any Addendum Services for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to SFDC's External-Facing Services Policy at <http://www.salesforce.com/company/legal/agreements.jsp>, as may be applicable to an Addendum Service and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

3. **Third-Party Providers.** CLARITI 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 CLARITI 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 CLARITI Application, such as by exchanging data with the Platform, the SFDC Service, and/or the CLARITI Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the CLARITI 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 CLARITI Application or any other product or service of CLARITI, 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 CLARITI Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the CLARITI Application, and any related support obligations for such offering, are 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 CLARITI 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.

4. **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.

5. **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.

6. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicensable, 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.



7. **Suspension and 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 CLARITI's agreement with SFDC pursuant to which CLARITI is providing the Platform as part of the CLARITI Application to You, and/or (c) a breach by CLARITI of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement. If You use the CLARITI Application in combination with a SFDC Service Org other than the Org provisioned solely for use with the CLARITI Application (a "**Shared Org**"), CLARITI shall be solely responsible for provisioning the CLARITI Application to You. With respect to any Shared org, You acknowledge and understand that (i) access to such Org, including the CLARITI Application used in connection with such Org, may be suspended due to Your non-payment to SFDC or other breach of Your Agreement with SFDC, and (ii) in the event Your relationship with SFDC is terminated as a result of non-payment or other material breach of Your agreement with SFDC, Your Platform subscriptions would also be terminated. In no case will any such termination or suspension give rise to any liability of SFDC to You for a refund or other compensation.
8. **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 CLARITI.
9. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact CLARITI for additional information. Additional storage may be available for purchase from the CLARITI.
10. **No Warranty.** SFDC MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE CLARITI Application, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SFDC DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE CLARITI Application, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, SFDC DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.
11. **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.
12. **Further Contact.** SFDC may contact You regarding new SFDC service features and offerings.
13. **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 CLARITI to any refund, credit, or other compensation.
14. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and CLARITI solely as it relates to this SFDC Service Agreement.
15. **Org Migration.** Migration of an Org to the Public Cloud Infrastructure will require planned downtime, during which it may be completely unavailable for use. Any existing service level agreement regarding the Addendum Services will not apply during an Org migration, however the parties will cooperate to minimize the impact of such downtime. SFDC will alert CLARITI and/or Customer to actions Customer must take prior to the Org migration, such as updating hard-coded references, as further described at [this link](#). Migration of an Org to the Public Cloud Infrastructure is subject to availability on a quarterly basis, and the parties will cooperate reasonably to schedule such migration.



EXHIBIT “B”

CLARITI CUSTOMER SERVICE TERMS (“STANDARD SUPPORT”)

1. **Standard Support.** Standard Support covers functionality that was configured/developed by Clariti and has unexpectedly stopped working. Standard support is paid annually and is part of a minimal support package that is granted with a Clariti license subscription in good standing. The combination of subscription renewal and applying Clariti release updates provides for ongoing Standard Support coverage. Items covered by Standard support can only be diagnosed by Clariti. Custom development performed by anyone outside of Clariti and functionality related to payment processing is excluded from Standard Support as stated in the “Support Terms and Conditions” section of this agreement.

- a. Standard support being provided by Clariti. Any technical support that may be provided by Clariti’s partners or third party resellers may be subject to different support plans and terms.
- b. In order to access the technical support resources at Clariti a customer is required to have a valid support contract.
- c. Customer agrees to apply new Clariti Releases within 1 year of their release. Standard support is excluded from releases older than 1 year.

2. Working with Technical Support

- a. **Business Hours.** Clariti’s business hours are 8:00am to 5:00pm PT (9:00am to 8:00pm ET) from Monday to Friday, excluding holidays in the Province of British Columbia.
- b. **Contacting Support.** Clariti will provide the customers with an online support portal to submit support requests. This is the preferred method of contact and results in the fastest responses to the issue.

3. **Severity Definitions.** Clariti classifies and responds to Support calls based upon the underlying problem’s effect on the environment in question. The guidelines for determining the severity of a problem, and the appropriate classification are described below.

- a. **Severity 1 - Critical.** Critical production issue affecting all users consistently, includes system unavailability and data integrity issues with no workaround available. Severity-1 issues require a customer resource available to assist during Clariti’s working hours until the issue is resolved. Non-production issues will immediately assigned to Severity-2 by the technical support team
- b. **Severity 2 - Urgent.** Major functionality is impacted, or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available. Also includes time-sensitive requests within 7 business days of Go-Live deployment. We expect to be notified 30 business days in advance of the planned Go-Live
- c. **Severity 3 - High.** Production system performance issue or bug affecting some, but not all users. Non-production issues occurring during final UAT or issues within 30 business days of Go-Live deployment. Short-term workaround is available but cannot be scaled
- d. **Severity 4 - Medium.** Bug affecting a small number of users. Reasonable workaround available. Issues that would meet the threshold for Level 2 or 3 but are occurring in a sandbox environment where Go-Live is more than 30 business days away
- e. **Severity 5 - Low (Technical Questions / Inquiries).** Information requested on application capabilities, navigation, or configuration. Training requests. New Feature requests.

4. **Expected First Response Targets.** The Clariti support team strives to provide a timely response to all cases being worked with the team. Clariti’s first response targets listed in the table below are based on the assigned initial case severity. Note that this table indicates the first contact target on a case and does not indicate ongoing response frequencies. These first response targets are consistent across all support levels.

a.	Case Severity	First Response Targets
Severity 1		1 business hour
	Severity 2	2 business hours
	Severity 3	4 business hours
	Severity 4	8 business hours
	Severity 5	Confirmation email

- b. Case severity and first response targets are based on one issue per case in order to facilitate prioritization.

5. **Enhancement Requests and Product Defects.** Through the process of working with support it could be determined that the case results in a Clariti product defect or that the request is a new enhancement to existing functionality. Based on the severity and type of issue at hand, the technical support team will take various actions to assist when managing/tracking those issues. Not all defects and/or enhancements will be included in current or future versions of the product and it is Clariti’s discretion to determine which items are a best fit for inclusion. In order to monitor the status of a defect or enhancement for a case that has been closed, it is best practice to periodically open a case with Technical support, quoting both the original case number and the defect/enhancement number that was provided by the support team. Enhancements are not actively tracked by the technical support team unless an approved and active escalation request with the Clariti technical support management team exists.

6. **Resolution of a Support Case.** Clariti does not guarantee a timeline for a solution for an issue. Resolution is always impacted on the type of inquiry and troubleshooting methods used. While Clariti strives for a low effort experience and a timely resolution this is not guaranteed. Clariti does not guarantee a solution on a customer’s “in use” version of the product. At times, a solution may be provided in a newer released version of the product and to take advantage of that solution, the customer may be required to upgrade. Please note that the following issues or case submissions may not be investigated or resolved:

- a. Issues related to software releases 1 year past initial release
- b. Software customization that are not covered by the applicable support plan
- c. The case results in a request for an enhancement or new functionality to Clariti software



d. Anything that results from a factor outside of Clariti's reasonable control eg. power failures

7. **Information on Add-On Support Engagements.** With the exception of Weekend Support, Add-On support engagements can be purchased as a part of your support plan.

a. **Adoption Support** allows a customer access to a Clariti Salesforce Administrator who can assist with the setup and training around the utilization of new functionality. This includes configuration activities like setting up additional Application, License, and Permit types, configuring fees, adding business process automation, alterations to page views and updating layouts, etc., any activity that can be performed via the Salesforce Administrative console within the customer's Salesforce environment.

b. **Release Assistance** allows a customer access to a Clariti Salesforce Administrator who can assist with the installation and testing of Clariti's product releases. This includes the defining and executing of test cases in agreement with a customer on vital functionality to be evaluated after each release. This also includes the installation of the Clariti Packages into one Sandbox and Production environment.

c. **After Hours Support** is a billable offering that allows a customer to work through a particular issue or project with support staff available during non-business hours. After Hours support is to be booked at least 2 weeks in advance to ensure proper staffing. Requests made with less than two weeks notice can not be guaranteed or will be subject to additional fees.

8. **Other Support Programs.** Clariti offers three (3) other support programs that offer different tiers of support. For detailed questions about other support programs available, please contact your Clariti sales representative.

9. **Support Terms and Conditions.** Clariti is only obligated to provide support during periods for which the customer has a support contract in good standing in accordance with the level of support the customer has purchased. Service level definitions can change from time to time, and Clariti may discontinue particular support levels without notice.

a. If a customer would like to upgrade their support program prior to their renewal the cost of the support program will be prorated to the next renewal date.

b. Support programs can not be downgraded mid term. Should the customer wish to change their support program this is to be done during their renewal period.

c. Clariti does not guarantee a resolution of a technical issue solution on a customer's "in use" version of the product. At times, a solution may be provided in a newer released version of the product, and to take advantage of that solution, the customer may be required to upgrade.

d. Clariti does not guarantee a solution for every defect or enhancement reported against the product. Clariti will provide solutions for issues deemed to be of critical importance or of benefit to all customers. These items are at the sole discretion of Clariti to include in the product.

e. Clariti does not guarantee a timeline for a solution for an issue. Resolution is impacted by the type of inquiry, the environment and the troubleshooting methods used. While Clariti strives for a low- effort experience and a timely resolution, this is not guaranteed.

f. Major system changes that should be done by the original System Integrator are excluded from support. If the original System Integrator is not available, then an appropriate Clariti support package will be recommended.

g. System upgrades and new/changed functionality are excluded from support. Any activities to modify the existing implementation can be satisfied via an Adoption Support engagement, Purchase of a Clariti System Administrator package, Clariti's Professional Services team or recommended System Integrator.

h. Clariti shall never directly update, change, or modify custom code done by partners or customers unless contracted to do so. If this is required, and there is no agreement in place with a System Integrator, Clariti can work with the customer to put an agreement in place or make available approved, trained and experienced third-party System Integrators on an as needed basis. At Clariti's discretion, it may consult or advise on an issue based on the support type the customer has in place.

i. Other than approved integrations (e.g. GIS, Bluebeam, Payment Processing, etc...), Clariti shall not support other 3rd party integrations. GIS and Bluebeam integrations are included for a fee and are purchased "as-is". Functionality will be released on an ongoing basis. Work effort to take advantage of additional functionality is not included in any support types.

j. Clariti specifically does not provide support for: Data conversion, data loads, data mapping, custom code reviews and custom code debugging.

k. Salesforce Development Lifecycle Restriction: Customers agree to have their technical staff or System Integrator staff maintain environments and Salesforce best practices described in based on the trailhead learnings:

l. <https://trailhead.salesforce.com/content/learn/modules/application-lifecycle-and-development-models>

m. <https://trailhead.salesforce.com/content/learn/modules/declarative-change-set-development>

n. System issues that arise due to not following procedures described in sections "Chapter 2: Development Environments" (for single and multiple projects), "Chapter 4: Track and Synchronize Development Changes", and "Chapter 5: Release Management" are excluded from Standard coverage and draw down from other support types.

o. Customers agree to monitor and manage all users, System Integrators and Technical Staff use of subscriptions. The subscription capabilities are documented here [Clariti OEM License Comparison.htm](#). Clariti may itself review the customer's use of subscriptions at any time through the Service. System issues that arise from exceeding subscription capabilities are excluded from Standard coverage and fall under Full solution Support.

p. The customer understands that Clariti is built upon the Salesforce Platform and that from time to time, Salesforce may introduce changes that may impact the Clariti modules. In most cases, these issues can be resolved. In exceptional cases, the change may be fundamental and cannot be resolved to the original function. In such a case, Clariti shall make every effort to resolve the issue alternatively.

The customer receives advance notice of Salesforce platform changes by registering to and monitoring one or more of the notification services described here: <https://help.salesforce.com/articleView?id=000212843&type=1>

For detailed questions about support, please contact your sales representative or contact us: <http://www.claritisoftware.com/about/contact-us>