



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 City of Palm Desert, CA (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:

(A)

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 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**”), unless: (a) expressly stated otherwise in an Order; (b) terminated earlier pursuant to this Agreement; or (c) either party gives notice of non-renewal to the other party by no later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term. 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 Order quantity must be submitted at least thirty (30) days before renewal. 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. 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 Product 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 Technical Support Agreement, attached hereto as **Exhibit “B”**.

3. FEES AND PAYMENT TERMS

- 3.1 **SAAS Fees.** The Customer will pay to CLARITI the fees for the SAAS Services (the “**SAAS Fees**”) upfront annually, and 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. 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 delivery. CLARITI reserves the right to change the SAAS Fees with respect to existing service levels 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).



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.

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) send spam or otherwise duplicative or unsolicited messages prohibited by applicable law; (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.

5. PROPRIETARY RIGHTS

- 5.1 **Rights Reserved.** CLARITI is and will remain the sole and exclusive owner of 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



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



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 Technical Support Agreement attached as Exhibit B, 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 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 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 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.



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**

(B) 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.

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

12. **LIABILITY LIMITATION**

(D) 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.

(E) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI WILL NOT BE LIABLE 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.

(F) 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; and (c) the SFDC Agreement; 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; and (4) subject to Section 1.2, the SFDC Agreements.

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.



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 **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.
- 13.8 **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.
- 13.9 **Currency.** All monetary amounts under this Agreement are in the currency of the United States, except where expressly provided otherwise.
- 13.10 **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.
- 13.11 **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.
- 13.12 **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.

14. DEFINITIONS

- (G) **"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.
- (H) **"CLARITI Marks"** means CLARITI™, CLARITI CLOUD INC.™ and related logos and marks of CLARITI.
- (I) **"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.
- (J) **"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.
- (K) **"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.
- (L) **"Customer Systems"** means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity.
- (M) **"Disclosing Party"** means the party who discloses or otherwise divulges Confidential Information to the other party.
- (N) **"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.
- (O) **"Personal Information"** means information about an identifiable individual within the meaning of the Personal Information Protection Act (British Columbia).
- (P) **"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.
- (Q) **"Services"** means the SAAS Services.

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 _____



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.



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



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.
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