

## **CLEANTELLIGENT SUBSCRIPTION AGREEMENT**

This CLEANTELLIGENT SUBSCRIPTION AGREEMENT (hereinafter the "Agreement") is entered into by and between CleanBrain Software, Inc., a Utah corporation (hereinafter "CleanBrain"), which may also do business under the name of "CleanTelligent Software", with an office located at 460 N. University Ave., Suite 203, Provo, Utah 84601, USA, and the Company/Organization placed on the CleanTelligent Order Form attached hereto and by this reference made a part hereof (hereinafter "Client").

### **RECITALS**

A. CleanBrain has developed and continues to develop Software for use in the service and/or other industries. CleanBrain grants licenses to others giving them certain rights, including, the right to Use the CleanTelligent Subscription Services, to use the Documentation, and to use other services and/or products provided by CleanBrain or its designees, directly or indirectly, subject to the provisions of their respective agreements.

B. Client desires to Use the CleanTelligent Subscription Services, use the Documentation, and/or use/purchase other services and/or products provided by CleanBrain or its designees, directly or indirectly, as set forth in this Agreement, and to pay certain Fees to CleanBrain for such.

C. Client has certain Client Data in need of protection, and CleanBrain has certain Confidential Information in need of protection. Both Client and CleanBrain agree to protect such Client Data and Confidential Information, respectively, as set forth and agreed upon in this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CleanBrain and Client agree as follows:

1. **Definitions.** Certain capitalized terms/words throughout this Agreement are defined in Exhibit A to this Agreement and by this reference made a part hereof.
2. **Scope of License and Activities.**

#### **Your License to Use CleanTelligent**

2.1 **Grant of License.** Subject to Client's performance of its obligations under this Agreement, and subject to the limitations set forth herein, CleanBrain grants to Client a limited, non-transferable, non-assignable license during the Term of this Agreement giving Client a nonexclusive right within the United States and/or the Country/Countries set forth in the CleanTelligent Order Form (whichever country/countries Client resides or does business):

- (a) **CleanTelligent Subscription Services and Other Services/Products** - to Use those parts of the CleanTelligent Subscription Services and to use other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users that Client is paying User License Fees or other Fees for, respectively; and
- (b) **Documentation** - to use the Documentation solely for internal use by Client and/or its Users for those purposes contemplated by this Agreement.

#### **Guidelines for the License**

2.2 **Third Party-Background Technology.** CleanBrain may use Third Party-Background Technology in the development of the Software, CleanTelligent Subscription Services, Documentation, and/or other services and/or products provided by CleanBrain or its designees, directly or indirectly. There may be certain terms and conditions governing such use that may extend to Client and/or its Users. In each case, by Using the CleanTelligent Subscription Services, using the Documentation, and/or using such other services and/or products, Client agrees to be bound to such terms and conditions.

2.3 **Following Procedures and Complying with General Laws.** Client and its Users shall comply with CleanBrain's standards and procedures with respect to set up and Use of the CleanTelligent Subscription Services, use of the Documentation, use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, and with respect to the Software, as provided by CleanBrain from time to time. Client shall comply with all applicable laws, regulations and rules, including, but not limited to, those associated with the license and rights granted to Client in this Section 2. All oral and written statements made by Client and Client Employees regarding the Use of the CleanTelligent Subscription Services and the use of any other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users shall be accurate and in compliance with CleanBrain's standards as may be provided by it from time to time.

2.4 **Each User has its own User Name and Password.** The Users, if a Contact User or Service Provider User, shall secure and maintain their user name and password and comply with all procedural and other requirements and limitations imposed by CleanBrain from time to time. Client shall comply with CleanBrain's requirements with respect to replacement of such Users. Only one person and only that same person shall be allowed to Use the CleanTelligent Subscription Services per each such User access.

2.5 **CleanBrain Retains Certain Rights.** Except as explicitly expressed in this Section 2, nothing contained in this Agreement transfers to Client and/or its Users any license or rights in the Software, CleanTelligent Subscription Services, Documentation or other services and/or products that may be provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users. Client grants CleanBrain an unconditional, non-exclusive, irrevocable, worldwide license to use ideas and information of Client, Client Employees and its Users that relate

to the Use of the CleanTelligent Subscription Services and/or use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users by Client, Client Employees and its Users, but not to include Client Data, without further consideration, all as determined by CleanBrain. CleanBrain retains all rights not granted to Client by this license, including, without limitation, an unrestricted right to promote, market, offer, license, sublicense, exploit and use the CleanTelligent Subscription Services, Software, Documentation and other services and/or products provided by CleanBrain or its designees, directly or indirectly. Both parties agree that CleanBrain may modify the CleanTelligent Subscription Services, Software, Documentation and other services and/or products provided by CleanBrain or its designees, directly or indirectly, as it deems appropriate in CleanBrain's sole discretion from time to time. Client agrees that any and all derivative works of the CleanTelligent Subscription Services, Software, Mark, the Documentation, and/or other services and/or products created and/or provided by CleanBrain or its designees, directly or indirectly, shall be the property of CleanBrain and may be licensed by CleanBrain to others as determined by CleanBrain from time to time, and Client hereby assigns all right, title and ownership interest therein, if any, to CleanBrain. All promotion, marketing, offering, licensing, sublicensing and use of the CleanTelligent Subscription Services, Software (in object code, source code, and/or all other forms and formats), Documentation and other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users by Client and Client Employees, other than as set forth in this Section 2, is prohibited. Client agrees, represents and warrants that under no circumstances may Client or Client Employees reverse-compile, reverse-assemble, reverse-engineer, or otherwise attempt to copy, duplicate, write or rewrite in any manner that is similar or related to, or that performs functions similar or related to, the CleanTelligent Subscription Services, Software (in object code, source code, and/or any other forms and formats), Documentation or other services and/or products created and/or provided by CleanBrain or its designees, directly or indirectly. Among other restrictions that may apply, Client agrees to not register the name "CleanBrain", the Mark, or any part thereof, with any state or government agency and/or use the name "CleanBrain", the Mark, or any part thereof, as part of its name or in its advertisement. Client agrees that it is not obtaining the above license or entering into this Agreement to research, use, or discover Confidential Information, the CleanTelligent Subscription Services or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to use to compete against CleanBrain or share information to others that may compete against CleanBrain in any way. The licenses granted to Client in this Section 2 shall expire at the termination of this Agreement.

### **You Will Need a Computer, a Mobile Device and Some Standard Software to Use CleanTelligent**

2.6 Third Party Software, Computer Hardware, Mobile Devices and Services Needed. Client agrees and acknowledges that Third Party Software, computer hardware, mobile devices, and/or services may be required to Use the CleanTelligent Subscription Services and/or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, and that such Third Party Software, computer hardware, mobile devices, and/or services and/or products are not provided in this Agreement, the CleanTelligent Subscription Services or the other services and/or products that may be provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users. Client shall be responsible for acquiring, installing and using all such Third Party Software, computer hardware, mobile devices, and/or services and other materials necessary or to be used in connection with the Use of the CleanTelligent Subscription Services, use of the Documentation and/or the use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users by Client and/or its Users, all at Client's own expense, and such must be consistent with CleanBrain's standards as may be provided by CleanBrain from time to time. Client agrees to abide by all applicable end user license agreements for any Third Party Software that Client or its Users will use in conjunction with the Use of the CleanTelligent Subscription Services, use of the Documentation or use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users. Third Party Software is the exclusive property of such third party licensors, and nothing herein shall grant Client or its Users any rights or interests in such Third Party Software except as provided in the applicable third party end user license agreements.

### **Using Information on Each Other's Websites**

2.7 CleanTelligent Login on Client's Website. Upon written consent from CleanBrain, Client may place a link to CleanBrain's website and/or a login to the CleanTelligent Subscription Services on Client's website. Client agrees to comply with CleanBrain's guidelines, standards and restrictions as may be provided by it from time to time, and Client must get approval in writing by CleanBrain prior to any final posting to Client's website or changes thereto. Client agrees to immediately discontinue and remove such link and/or login upon request by CleanBrain, upon suspension of the Use of the CleanTelligent Subscription Services by Client and its Users, or upon termination of this Agreement.

2.8 Using Client's Logo Inside of the CleanTelligent Subscription Services for Branding Purposes. Client hereby grants CleanBrain a limited, non-transferable, non-assignable license during the Term of this Agreement giving CleanBrain a nonexclusive right to use Client's name and marks in connection with the Use of the CleanTelligent Subscription Services and the use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users by Client and its Users according to standards governing such name and marks, notices, and the nature and quality of goods and services associated with such name and marks, as may be provided by Client from time to time to CleanBrain in writing.

## **3. Payments and Related Matters.**

### **These are the Required Fees**

3.1 User License Fees. Client shall pay User License Fees to CleanBrain for the maximum number of Service Provider User Licenses for specified User Types pre-determined by Client for a billing period, starting with those Licenses notated on the CleanTelligent Order Form, and for each billing period thereafter until re-determined by Client, regardless of whether Service Provider Users are assigned to such Licenses or not within a billing period, and regardless of whether such Service Provider Users assigned to such Licenses Use the CleanTelligent Subscription Services or not within a billing period. Client may only create Service Provider Users up to and including the maximum number of Licenses purchased for a billing period. There will be no credit or refund given to Client if Client has less Service Provider Users than Licenses in any given billing period. The billing period shall be annually or as agreed upon between CleanBrain and Client (the minimum length of a

billing period shall be quarterly, 3 months), as notated in the CleanTelligent Order Form. Each billing period will automatically renew for the same length of billing period as the previous billing period, with Client paying for the same Licenses from the previous billing period, unless Client gives a written notice to CleanBrain prior to the end of the current billing period to (a) decrease or increase its Licenses as set forth herein, (b) change the length of the billing period (User License Fees per License may increase and some services may not be available for any billing period less than annual), or (c) terminate this Agreement (requires a thirty (30) day written notice to CleanBrain prior to the end of the current billing period). A minimum of one (1) "Administrator User License" is required. The first billing period will start on the "Start Date" and will renew on the "Renewal Date" notated on the CleanTelligent Order Form. Contact Users are free and unlimited, and will not be considered in determining User License Fees.

**3.2 Changing User License Fees by Changing Licenses.** During any billing period, and at any time, Client may increase or decrease the maximum number of Licenses by sending written notice to CleanBrain. To decrease the maximum number of Licenses, before the effective date of such written notice as set forth below, Client shall inactivate any Service Provider Users beyond the reduced maximum number of Licenses desired. The reduction in the maximum number of Licenses will be effective upon such written notice or as otherwise set forth in the notice, and the reduction in User License Fees for such reduction will take effect on the next billing period. There will be no refund or credit given for such reduction of Licenses in the billing period in which such written notice is effective. To increase the maximum number of Licenses, the increase in the maximum number of Licenses will be effective immediately upon such written notice or as otherwise set forth in the notice, and the increase in User License Fees will be effective the effective date of the increase in the maximum number of Licenses and be pro-rated and due immediately by Client and paid to CleanBrain for the billing period in which such written notice was effective, and the new User License Fees for such increase shall be paid by Client to CleanBrain for each billing period thereafter until such maximum number of Licenses are re-determined by Client as set forth above.

#### **Here are some Other Services and/or Products if You Choose to Purchase Them**

**3.3 Other Services and/or Products.** CleanBrain or its designees, directly or indirectly, may provide other services and/or products for Client to purchase from time to time including, but not limited to, Priority Support Services, Business Intelligence/Visualizer Services, Child Account Services, White Label Branding, Jumpstart University, On-Site Training, and Admin Assist Services. If Client chooses to purchase such services and/or products from CleanBrain, Client shall pay the respective Fees for such services and/or products to CleanBrain. Some services and/or products may not be available unless Client is paying User License Fees for a minimum of an annual billing period.

#### **Here are Our Free Services**

**3.4 Basic Support Services.** CleanBrain or its designees, directly or indirectly, shall provide Basic Support Services to Client and/or its Users for the Use of the CleanTelligent Subscription Services by Client and/or its Users, at no additional cost to Client.

#### **Guidelines for Paying Fees**

**3.5 When User License Fees Are Due.** Client shall pay to CleanBrain User License Fees on the first day of each billing period for the maximum number of Service Provider User Licenses for specified User Types pre-determined by Client for that billing period, and on the effective date of the increase in the maximum number of Licenses within a billing period as set forth above for any pro-rated User License Fees for such increase.

**3.6 When Fees For Other Services and/or Products Are Due.** All other Fees besides User License Fees shall be due immediately upon Client's purchase of the services and/or products associated with such Fees and shall be paid in the same manner as set forth in Section 3.5 above regarding payment of User License Fees.

**3.7 Taxes.** Fees and any other amounts payable pursuant to this Agreement do not include any Taxes. Client shall pay to CleanBrain or the applicable taxing authorities, as appropriate in each case, the amount of any Taxes, including, without limitation, any applicable interest or penalties in connection therewith, that Client or CleanBrain is or becomes obligated to pay based on the license or other rights granted to Client herein, or the Fees, and any Taxes and applicable interest or penalties in connection therewith shall be in addition to all other amounts payable to CleanBrain under this Agreement. CleanBrain shall honor any valid, applicable tax exemption certificate provided by Client.

**3.8 How Fees Are To Be Paid.** All Fees paid by Client to CleanBrain shall be in United States currency and in a form approved by CleanBrain. Client shall pay all Fees directly to CleanBrain. Client shall continually provide CleanBrain with current valid credit card information and/or bank account information to pay User License Fees and other Fees and amounts to CleanBrain. Client hereby authorizes CleanBrain to use such information to pay amounts owed by Client to CleanBrain as set forth above.

**3.9 Changes In Fees.** The Fees and dollar amounts of the Fees shall be determined by CleanBrain from time to time in its sole discretion and shall be effective the first day of the next billing period after notice to Client as set forth below. The current Fees and the dollar amounts of the Fees are set forth in the CleanTelligent Order Form. CleanBrain shall notify Client of any changes in the Fees or the dollar amounts of the Fees at least thirty (30) days prior to the end of a billing period for the next billing period.

**3.10 Late Payments Accrue Interest.** All amounts remaining unpaid by Client fourteen (14) days after the due date shall accrue interest from the due date until paid in full at a rate equal to the lesser of 1.5% per month or the highest interest rate allowed by law, from the date due until paid.

#### **What Happens if You Do Not Pay Fees When Due**

**3.11 Suspension of Services for Non-Payment and Re-Activation.** In the event of any default in timely payment of any Fees or other amounts

due by Client to CleanBrain within fourteen (14) days after the due date of such payment as set forth above, CleanBrain may, in its discretion, at any time and without notice, suspend the Use of the CleanTelligent Subscription Services and/or the use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users by Client and its Users. Before CleanBrain shall reactivate the Use of the CleanTelligent Subscription Services and/or other such services and/or products for Client and/or its Users, Client must pay to CleanBrain the full amount owed for any and all Fees and other amounts due by Client to CleanBrain plus any interest accrued.

#### 4. **Protection of Data.**

##### **Protection and Ownership of Your Data and Information**

4.1 Client Owns Its Client Data. Client Data shall remain the sole property of Client and/or its Users, respectively.

4.2 Restricted Client Data License to CleanBrain. Client hereby grants CleanBrain a license giving CleanBrain the right to store Client Data and the right to access, view, edit, copy, share and use Client Data as set forth in this Agreement and for those purposes and situations set forth in CleanBrain's privacy notice and security information as amended from time to time by CleanBrain and posted on the website where Client and/or its Users log on to Use the CleanTelligent Subscription Services. CleanBrain and CleanBrain Employees shall have the right to access, view, edit, copy, share and use Client Data for the purpose of setting up the CleanTelligent Subscription Services, providing any training or services to Client and/or its Users, fulfilling CleanBrain's obligations in this Agreement, resolving technical support and other questions from Client and/or its Users, testing functionality, resolving problems or errors in the CleanTelligent Subscription Services or other services and/or products provided by CleanBrain or its designees, directly or indirectly, improving the CleanTelligent Subscription Services or other services and/or products provided by CleanBrain or its designees, directly or indirectly, sending limited and necessary information to third parties who provide support services for CleanBrain, contacting Client and/or its Users, sending Client information, suspected violation of this Agreement, as required by law, to determine amounts to charge Client for the Use of the CleanTelligent Subscription Services and for the use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users by Client and/or its Users, and collecting and storing information about Client's and/or its Users' visits to Use the CleanTelligent Subscription Services and/or to use other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users for internal purposes.

4.3 Restricted Client Data License to Certain Others. Client hereby also grants Client Employees, its Users and others who may have access to Client Data (i.e. those who are customers of Client that may view reports of Client Data, but are not a Contact User, that Client, its Users, or Client Employees makes available to them, directly or indirectly) a license giving Client Employees, its Users, and those others the right to access, view, edit, copy, share and use Client Data.

4.4 Anonymous Client Data for Benchmarking Purposes. Client hereby grants CleanBrain a license giving CleanBrain the right to access, compile, copy, distribute and display anonymous Client Data ("anonymous" means without disclosing any identifying information about Client, its Users, its clients, its buildings, or other personal identifying information about Client and/or its Users) for purposes of benchmarking, measuring, and/or comparing such anonymous Client Data (i.e. number of complaints in one area versus number of complaints in other areas).

4.5 Client Data Available after Termination. Upon written request by Client to CleanBrain, within thirty (30) days after the effective date of termination of this Agreement, and upon all Fees and amounts owed by Client to CleanBrain being paid to CleanBrain, CleanBrain shall make available to Client certain Client Data in a certain form and format, all as determined by CleanBrain in its sole discretion. After such thirty (30) day period after such termination, CleanBrain shall have no obligation to maintain or provide Client Data to Client. CleanBrain assumes no liability for loss of Client Data.

4.6 CleanBrain's Promise to Keep Client Data Confidential. CleanBrain agrees to ensure that every known individual to CleanBrain having access to Client Data through CleanBrain (excluding however those individuals having access to anonymous Client Data as set forth in Section 4.4 above, excluding Client Employees and Client's Users, and excluding all other individuals who may view or have access to Client Data through or because of Client, its Users, Client Employees or others) agrees in writing to be bound by the confidentiality provisions of this Section 4.6. CleanBrain agrees not to use or disclose any Client Data for any purpose outside the scope of this Agreement, except with Client's prior written permission. Notwithstanding the foregoing, for confidentiality purposes of this Section 4.6 only, "Client Data" shall not include data, material, or information (a) that is generally available to the public at the time of disclosure, or which, thereafter, through no act or failure to act on the part of CleanBrain becomes generally available to the public; (b) that is generally known in the industry in which Client does business; (c) that is readily ascertainable by proper means by competitors of Client, through sources independent of Client and/or CleanBrain, through no act or fault of CleanBrain; (d) which, prior to the receipt of the same, was known to CleanBrain, as evidenced by written record; or (e) that is considered to be the Software, the Documentation, the Marks, the CleanTelligent Subscription Services, or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, within the provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, Client grants permission to CleanBrain to disclose that Client has executed this Agreement and is authorized to Use the CleanTelligent Subscription Services to the National Service Alliance (if Client is a member of such organization) and SourceAmerica (if Client is a CRP or NPA associated with SourceAmerica). Other than that set forth above in this Section 4.6, Client is solely responsible for the confidentiality of Client Data.

##### **Protection and Ownership of Our Data and Information**

4.7 No Use or Disclosure of Confidential Information. Neither Client nor Client Employees shall use, manufacture, design, engineer, decompile, reverse engineer, register, disassemble, file applications for, communicate, cause to be communicated, distribute, copy, sell or disclose any Confidential Information for its own use or for any other purpose other than the reasonable purposes associated with the license

granted to Client along with all of its limitations and restrictions as set forth in Section 2 of this Agreement, without the prior written consent of CleanBrain.

**4.8 Other Agreements that Relate to the Protection of Confidential Information.** Client agrees to confine access to such Confidential Information to Client Employees having a need to know the Confidential Information for the reasonable purposes set forth above and who have been advised by Client of the confidential and proprietary nature of the Confidential Information, and to ensure that each such Client Employee agrees in writing to be bound by the confidentiality provisions of this Agreement. Client acknowledges and agrees that its performance of any of the terms or provisions of this Agreement and the fulfilling of any of its duties hereunder do not and will not breach any other agreement entered into by Client prior to Client entering into this Agreement, violate any trade secrets of any third party, or violate any law. Furthermore, during the Term of this Agreement, Client agrees to not enter into any agreement, whether written or oral, at any time, which would be or is in conflict with the terms of this Agreement.

**4.9 Protection of Intellectual Property and Confidential Information.** All Intellectual Property is the exclusive property of CleanBrain. Client shall not attack, challenge or do anything adverse with respect to the Intellectual Property or CleanBrain's rights therein. Client and CleanBrain acknowledge and agree that (a) the disclosure of Confidential Information to Client and/or Client Employees creates a relationship of confidence and trust; (b) unauthorized use or disclosure of Confidential Information by Client or Client Employees would cause substantial loss and irreparable harm to CleanBrain; and (c) Client shall immediately notify CleanBrain in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information, or any breach of this Agreement by Client or Client Employees, that may come to Client's or Client Employees' attention. Client and CleanBrain further acknowledge and agree that Client (on behalf of itself and Client Employees) shall deal with and treat the Confidential Information, in total and complete confidence as trade secrets, and shall take reasonable security precautions, at least as great as the precautions it takes to protect its own Confidential Information, to maintain the confidentiality of the Confidential Information, but in no event less than reasonable precautions and protections. Client agrees to use proper copyright, patent, trademark and service mark notices and to place them in the location, manner, form and format as may be specified by CleanBrain from time to time. Any lack of copyright notice does not imply unrestricted or public access. No duplication, usage, disclosure, or publication thereof, of any Intellectual Property, in whole or in part, for any purpose is permitted, except that which is expressly permitted by this Agreement. Client shall include in all copies made by it notices of copyright and other proprietary rights included by CleanBrain in or on the Mark, the CleanTelligent Subscription Services, the Software, the Documentation, or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, or any and all derivative works of the foregoing.

## **5. Warranties and Limitation of Liability.**

### **These are Standard Warranty Terms Used in Many Software Licenses**

**5.1 CleanBrain's Warranty.** CleanBrain warrants to Client for the Term of this Agreement that, as long as Client and its Users follow instructions and recommendations of CleanBrain and this Agreement, the CleanTelligent Subscription Services shall perform substantially in accordance with the functional specifications provided to Client by CleanBrain attached herewith as Exhibit B and by this reference made a part hereof. CleanBrain reserves the right to modify such functional specifications from time to time in its sole discretion. CleanBrain does not warrant that the CleanTelligent Subscription Services or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users shall operate in combination with Third Party Software selected by Client, or that the CleanTelligent Subscription Services or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users shall operate uninterrupted or free of errors. If the CleanTelligent Subscription Services do not perform as warranted in this Section 5.1, as determined by CleanBrain, Client's sole and exclusive remedy shall be as follows: CleanBrain shall undertake reasonable efforts to correct the CleanTelligent Subscription Services, and if after undertaking such reasonable efforts, CleanBrain determines that it is unable to correct the CleanTelligent Subscription Services, CleanBrain shall refund to Client an amount equal to a pro rata portion of the User License Fees paid by Client to CleanBrain for the non-conforming portion of the CleanTelligent Subscription Services for the respective period of time of such non-conformity, but not to exceed ninety (90) days, all as determined by CleanBrain from time to time in its sole discretion.

**5.2 Warranty Conditions and Limitations.** The limited warranties in Section 5.1 above are made to and for the benefit of Client only and are conditioned upon Client's compliance with the terms of this Agreement, and upon Client's compliance with the Documentation and other reasonable instructions as may be provided by CleanBrain from time to time. The limited warranties in question shall not apply to the extent that the CleanTelligent Subscription Services fail to perform as warranted under Section 5.1 above because of, or would not have so failed but for: (a) any modifications made to the Software or the CleanTelligent Subscription Services other than those modifications made by CleanBrain under this Agreement; (b) Use of the CleanTelligent Subscription Services in connection or in combination with any computer hardware, mobile device or Third Party Software not expressly approved or recommended by CleanBrain in writing; or (c) installation or Use of the CleanTelligent Subscription Services contrary to the specifications and directions contained in the Documentation or other reasonable instructions of CleanBrain.

**5.3 Disclaimers.** THE WARRANTIES SET FORTH IN SECTION 5.1 ABOVE STATE CLEANBRAIN'S SOLE AND EXCLUSIVE WARRANTIES TO CLIENT CONCERNING THE SOFTWARE, CLEANTELLIGENT SUBSCRIPTION SERVICES, DOCUMENTATION, PHONE/EMAIL/WEBINAR/CHAT SUPPORT, CLEANTELLIGENT KNOWLEDGE BASE, IMPLEMENTATION SERVICES, ADMIN ASSIST SERVICES, BASIC SUPPORT SERVICES, PRIORITY SUPPORT SERVICES, BUSINESS INTELLIGENCE/VISUALIZER SERVICES, ON-SITE TRAINING, JUMPSTART UNIVERSITY, CHILD ACCOUNT SERVICES, WHITE LABEL BRANDING, AND ALL OTHER ITEMS, PRODUCTS AND SERVICES PROVIDED HEREUNDER AND THE EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1 ABOVE, THE SOFTWARE, THE CLEANTELLIGENT SUBSCRIPTION SERVICES, THE BUSINESS INTELLIGENCE/VISUALIZER SERVICES, THE CLEANTELLIGENT KNOWLEDGE BASE, THE CHILD ACCOUNT SERVICES, THE WHITE LABEL BRANDING, AND DOCUMENTATION ARE PROVIDED STRICTLY

“AS IS,” AND CLEANBRAIN MAKES NO ADDITIONAL WARRANTIES, EXPRESSED, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE CLEANTELLIGENT SUBSCRIPTION SERVICES, SOFTWARE, DOCUMENTATION, PHONE/EMAIL/WEBINAR/CHAT SUPPORT, CLEANTELLIGENT KNOWLEDGE BASE, IMPLEMENTATION SERVICES, ADMIN ASSIST SERVICES, BASIC SUPPORT SERVICES, PRIORITY SUPPORT SERVICES, BUSINESS INTELLIGENCE/VISUALIZER SERVICES, ON-SITE TRAINING, JUMPSTART UNIVERSITY, CHILD ACCOUNT SERVICES, WHITE LABEL BRANDING, OR ANY MATTER WHATSOEVER. IN PARTICULAR, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1 ABOVE, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE, ARE EXPRESSLY EXCLUDED. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY CLEANBRAIN. CLIENT HEREBY DISCLAIMS ANY RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

**5.4 Liability Limitations.** IN NO EVENT SHALL CLEANBRAIN, CLEANBRAIN EMPLOYEES, OR SALES CONTRACTORS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR CLIENT DATA, COST OF RECREATING LOST DATA OR CLIENT DATA, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY LICENSE, INCLUDING, BUT NOT LIMITED TO, THE FURNISHING, PERFORMANCE OR USE OF THE CLEANTELLIGENT SUBSCRIPTION SERVICES, SOFTWARE, DOCUMENTATION, PHONE/EMAIL/WEBINAR/CHAT SUPPORT, CLEANTELLIGENT KNOWLEDGE BASE, IMPLEMENTATION SERVICES, ADMIN ASSIST SERVICES, BASIC SUPPORT SERVICES, PRIORITY SUPPORT SERVICES, BUSINESS INTELLIGENCE/VISUALIZER SERVICES, ON-SITE TRAINING, JUMPSTART UNIVERSITY, CHILD ACCOUNT SERVICES, WHITE LABEL BRANDING, OR OTHER ITEMS, PRODUCTS OR SERVICES PROVIDED HEREUNDER OR ANY DELAY IN DELIVERY OR FURNISHING THE CLEANTELLIGENT SUBSCRIPTION SERVICES, SOFTWARE, DOCUMENTATION, PHONE/EMAIL/WEBINAR/CHAT SUPPORT, CLEANTELLIGENT KNOWLEDGE BASE, IMPLEMENTATION SERVICES, ADMIN ASSIST SERVICES, BASIC SUPPORT SERVICES, PRIORITY SUPPORT SERVICES, BUSINESS INTELLIGENCE/VISUALIZER SERVICES, ON-SITE TRAINING, JUMPSTART UNIVERSITY, CHILD ACCOUNT SERVICES, WHITE LABEL BRANDING, OR SAID ITEMS, PRODUCTS OR SERVICES, EVEN IF CLEANBRAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CLEANBRAIN’S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER FORM OF LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM CLEANBRAIN’S NEGLIGENCE, SHALL IN NO EVENT BE GREATER THAN THE AMOUNT OF THE USER LICENSE FEES PAID TO CLEANBRAIN BY CLIENT DURING THE LAST SIX (6) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CLEANBRAIN SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY ALLEGED INFRINGEMENT RELATING TO THE MARK, CLEANTELLIGENT SUBSCRIPTION SERVICES, SOFTWARE, DOCUMENTATION, PHONE/EMAIL/WEBINAR/CHAT SUPPORT, CLEANTELLIGENT KNOWLEDGE BASE, IMPLEMENTATION SERVICES, ADMIN ASSIST SERVICES, BASIC SUPPORT SERVICES, PRIORITY SUPPORT SERVICES, BUSINESS INTELLIGENCE/VISUALIZER SERVICES, ON-SITE TRAINING, JUMPSTART UNIVERSITY, CHILD ACCOUNT SERVICES, OR WHITE LABEL BRANDING, OR CLAIM THEREOF.

**5.5 Exclusion of Unauthorized Warranties.** No employee, agent, representative, affiliate or Sales Contractor of CleanBrain, or CleanBrain Employees, has authority to bind CleanBrain to any oral representations or warranty concerning the Software, CleanTelligent Subscription Services, Documentation, Phone/Email/Webinar/Chat Support, CleanTelligent Knowledge Base, Implementation Services, Admin Assist Services, Basic Support Services, Priority Support Services, Business Intelligence/Visualizer Services, On-Site Training, Jumpstart University, Child Account Services, White Label Branding, or any other items, products and/or services hereunder. Any written representation or warranty not expressly contained in this Agreement is not authorized and is unenforceable. No amendment to this Agreement altering or adding a representation or warranty shall be effective unless set forth in a mutual writing executed by an authorized officer of CleanBrain and Client and otherwise consistent with the requirements of Section 7.15 below.

**5.6 Indemnification.** Client shall hold harmless, defend and indemnify CleanBrain and CleanBrain Employees from and against any and all claims, losses, causes of action, judgments, damages, costs, and expenses including, but not limited to, attorney’s fees, because of bodily injury, sickness, disease or death, or injury to or destruction of tangible or intangible property or any other injury, damage, loss, cost or expense resulting from or arising out of (a) nonperformance or breach of this Agreement by Client, or (b) any act, error, omission, negligence or misconduct, on the part of Client, its Users, or Client Employees.

## **6. Term and Termination.**

### **The Term of this Agreement**

**6.1 Term.** The Term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party as set forth below.

### **Suspension of the CleanTelligent Subscription Services without Terminating this Agreement**

**6.2 Suspension of the CleanTelligent Subscription Services.** CleanBrain may at any time and without notice, temporarily and/or permanently suspend or terminate the Use of the CleanTelligent Subscription Services and/or the use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users by Client and its Users upon the occurrence of certain events set forth in this Agreement and upon suspected breach of this Agreement by Client, all as determined by CleanBrain from time to time in its sole discretion. Notwithstanding the foregoing, Client and CleanBrain may mutually agree to temporarily suspend the Use of the CleanTelligent

Subscription Services and/or the use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users by Client and its Users without terminating this Agreement.

### **You Can Terminate this Agreement with a 30 Day Notice**

6.3 **Termination.** Either party may terminate this Agreement with or without cause upon a thirty (30) day written notice to the other party. This Agreement may be terminated by mutual written consent of all parties. This Agreement may be terminated immediately by CleanBrain upon any breach of this Agreement by Client including, but not limited to, upon non-payment of any Fees by Client for more than fourteen (14) days, all as determined by CleanBrain from time to time in its sole discretion. CleanBrain's exercise of its termination rights under this Section 6.3 shall not entitle Client to a refund of, or relieve Client of any obligation to pay, any portion of any Fees or other payments or amounts which are payable to CleanBrain under this Agreement. In the event of a breach or the threat of a breach of this Agreement by Client, CleanBrain, in addition to any other remedies it may have herein and/or at law or in equity, shall be entitled to obtain a temporary restraining order, preliminary injunction, and other appropriate relief so as to specifically enforce the terms of this Agreement without the necessity of posting a bond or other surety.

### **What Happens if this Agreement is Terminated**

6.4 **Post-Termination Obligations.** Upon termination of this Agreement, (a) the licensed rights granted to Client shall terminate, with Client ceasing all use thereof, including the Use of the CleanTelligent Subscription Services, the use of the Documentation and the use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users; (b) Client shall cease all use of Intellectual Property and Confidential Information and shall return to CleanBrain all Intellectual Property, Confidential Information, Documentation, documents, and items and materials belonging to CleanBrain; (c) Client shall immediately pay to CleanBrain all amounts due or owing; (d) CleanBrain may terminate the Use of the CleanTelligent Subscription Services and/or the use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users by Client and its Users; (e) CleanBrain may take those actions authorized under Section 4.5 of this Agreement relating to termination; (f) CleanBrain may continue to access and use anonymous Client Data as referenced and authorized in Section 4.4 of this Agreement; (g) Client shall immediately remove any links and/or logins from its website as set forth in Section 2.7 of this Agreement; and (h) all rights granted CleanBrain and CleanBrain Employees, and all duties imposed upon Client and/or Client Employees, under this Agreement, in all Sections of this Agreement, shall survive termination of this Agreement, all as determined by CleanBrain in its sole discretion.

## **7. General.**

### **This Clarifies Our Business to Business Relationship**

7.1 **Relationship of the Parties.** Client acknowledges and agrees that the relationship created under this Agreement is that of independent contractors. This Agreement does not in any way create the relationship of principal and agent, franchisor and franchisee, partners or employer and employee between the parties, and in no circumstances shall either party, or CleanBrain Employees, Client Employees, or similar persons, be considered the agents or employees of the other party. Except as otherwise provided in this Agreement, Client shall be responsible for the management and control of Client's business, including, without limitation, directing the daily operations of its business, determining the specific means of achieving performance guidelines, directing and managing Client's employees, paying all costs and expenses associated with Client's business (including all of its own employee wages, fees, benefits, taxes, debts and other obligations), purchasing all necessary supplies, samples, inventory, products, materials and other items, obtaining necessary financing and other matters. Client agrees to not solicit for hire or independent services of, or hire or contract with, any CleanBrain Employees or contractors of CleanBrain, or former employees of CleanBrain, during the Term of this Agreement and for two (2) years thereafter, without prior written consent from CleanBrain. In addition, Client acknowledges and agrees that the relationship created between CleanBrain and Sales Contractors is that of independent contractors. Any agreement entered into between CleanBrain and Sales Contractors does not in any way create the relationship of principal and agent, franchisor and franchisee, partners, or employer and employee between CleanBrain and Sales Contractors, and in no circumstances shall CleanBrain or Sales Contractors be considered the agents or employees of the other party. Sales Contractors are not authorized officers of CleanBrain and do not have authority to enter into agreements with Client in behalf of CleanBrain, including this Agreement. Client should not rely on any oral or written representations made by Sales Contractors regarding information relating to this Agreement or otherwise.

7.2 **Franchise and Business Opportunity Status.** This Agreement does not in any way infer or contemplate that CleanBrain is offering a franchise, business opportunity, or sales or marketing program to Client. CleanBrain and Sales Contractors each act as independent contractors as specified herein, and there are no representations, assurances or guarantees of any profits made by CleanBrain or Sales Contractors to Client pursuant to this Agreement or that Client will make enough to exceed what it may pay under this Agreement. Client agrees that CleanBrain and Sales Contractors are not exercising and do not have authority to exercise significant control over Client's method of operation, business organization, promotional activities, management, marketing plan or business affairs, and that CleanBrain and Sales Contractors are not providing and will not provide significant assistance to Client in Client's method of operation, business organization, promotional activities, management, marketing plan or business affairs. Client is wholly responsible for its own sales and marketing efforts and activities. Client agrees and acknowledges that CleanBrain and Sales Contractors are not providing any accounts, locations, customers, or names of anyone who could assist Client in such a way.

### **Other Companies in Your Area may Use CleanTelligent**

7.3 **Competition.** Client agrees and acknowledges that it may compete against others who may use the CleanTelligent Subscription Services,

use the Documentation, and/or use other services and/or products provided by CleanBrain or its designees, directly or indirectly, that are similar to or the same as those in this Agreement.

### **What Happens if we Disagree**

7.4 **Dispute Resolution.** Notwithstanding anything to the contrary in this Agreement, except as otherwise provided in Subsection (3) below, the parties to this Agreement agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner, and that the provisions of this Section 7.4 shall survive termination of this Agreement. The parties agree as follows:

- (1) The parties shall use their best efforts to resolve and settle by direct, private negotiation of any disputes, controversies or claims between them, their affiliates, owners, shareholders, members, officers, directors, managers, employees and agents arising out of, relating to or pertaining to this Agreement, the provisions of this Agreement, any breach of this Agreement or the provisions therein, enforcement of this Agreement or the provisions therein, or the relationship of the parties created by this Agreement (hereinafter "Dispute"). Both parties may seek the advice and assistance of legal counsel in connection with any such negotiation.
- (2) If the parties cannot resolve and settle a Dispute by private negotiations as referred to in Subsection (1) above within sixty (60) days after one party gives the other written notice that a Dispute exists, the parties mutually agree to submit the Dispute to arbitration administered by the American Arbitration Association in Salt Lake City, Utah in the United States under its Commercial Arbitration Rules on demand of either or both parties. The Dispute shall be referred to a single arbitrator, if the parties agree upon one, or otherwise to three (3) arbitrators, one to be appointed by each party and a third arbitrator to be appointed by the first named arbitrators for each. The award or determination of the matter shall be made by the arbitrator(s) and shall be conclusive, final and binding upon the parties. Each party waives any right to contest the validity or enforceability of such award. The parties agree to be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claims which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure, as amended or any successor provisions thereto) within the same proceedings as the claim to which it relates. The arbitrator or arbitrators shall apply Utah law and applicable federal law without regard to Utah conflicts of law provisions and shall make their award in accordance with and based upon the provisions of this Agreement and applicable law. The parties further agree that arbitration shall be conducted on an individual, and not a class-wide, basis. The arbitrator shall have the right to award or include in the award any relief which the arbitrator deems appropriate pursuant to this Agreement and applicable law in the circumstances, including, without limitation, money damages, specific performance, injunctive relief, and attorneys' fees and costs, except that the arbitrator shall not award punitive or exemplary damages. The parties understand that they are waiving their right to a jury trial with respect to the arbitration. Judgment on the award rendered by the arbitrator(s) shall be in writing and may be entered in any court having jurisdiction thereof.
- (3) In the event of a Dispute relating to Sections 2.1 (relating to the license or Use of the CleanTelligent Subscription Services, use of the Documentation and/or use of other services and/or products provided by CleanBrain or its designees, directly or indirectly), 4.7 or 4.8 (relating to confidentiality), or 4.9 (relating to intellectual property and confidentiality rights) of this Agreement, the provisions of Subsections (1) and (2) above shall have no application to CleanBrain and CleanBrain may pursue actions in court or elsewhere as permitted by law, subject to the jurisdiction, venue, governing law, remedy and other provisions of this Agreement relating to the same.

7.5 **Attorneys' Fees.** Each party shall pay their own attorneys' fees. Notwithstanding the foregoing, if CleanBrain incurs attorneys' fees or costs in order to enforce the terms and conditions in Sections 2.1, 4.7, 4.8 or 4.9 of this Agreement, CleanBrain shall be entitled to reimbursement of such attorneys' fees and costs from Client, in addition to all other rights and remedies CleanBrain may have at law or in equity.

### **These are Standard Agreement Closing Terms**

7.6 **How Purchase Orders and Other Forms Affect this Agreement.** No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Client may use in connection with the Use of the CleanTelligent Subscription Services and/or use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users shall have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify this Agreement, regardless of any failure of CleanBrain to object to such terms, provisions or conditions.

7.7 **Force Majeure.** Neither party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes wholly beyond the control and without the negligence of said party. Such events, occurrences or causes shall include, without limitation, acts of nature, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the delay or failure to meet financial or payment obligations under this Agreement is expressly excluded.

7.8 **Notices.** All notices under this Agreement shall be in writing and shall be deemed given on the earlier of the following: (a) on the date delivered in person or received; (b) on the date sent by email followed by hard copy, or fax followed by hard copy; (c) three business days after being deposited in the United States mail, postage prepaid, by first class, registered or certified mail; or (d) two business days after delivery to a nationally recognized express air courier, expenses prepaid. All notices, other than delivery in person, shall be addressed to the parties as their addresses appear herein and in the CleanTelligent Order Form, unless proper written notice of a change of address has been given, in which event the notice shall be addressed to the new address.

7.9 **Waiver.** The failure of either party to take any action under this Agreement, or the waiver of a breach of this Agreement, shall not affect that party's rights to require performance hereunder or constitute a waiver of any subsequent breach.



7.10 **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by a court or tribunal, or by arbitration, whether due to particular time limits, unreasonableness or otherwise, it is agreed that the provision in question shall be reduced or otherwise modified by such court or tribunal, or arbitration, but only to the extent necessary to permit its enforcement and only in such court's jurisdiction. If the particular provision cannot be reduced or modified to make it enforceable, that provision shall then be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect giving maximum validity and enforceability to this Agreement.

7.11 **Assignment.** This Agreement is personal to Client and neither this Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred or encumbered by Client without the prior written approval of CleanBrain. This Agreement is fully assignable by CleanBrain. Client shall notify CleanBrain in writing within thirty (30) days of any transfer or assignment of any part of Client's ownership.

7.12 **Successors.** This Agreement shall be binding upon the parties and their heirs, successors, assigns, transferees, grantees, executors and administrators.

7.13 **Governing Law.** This Agreement shall be governed by the laws of the state of Utah, without regard to Utah conflicts of law provisions. Except as otherwise set forth herein, any civil action or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of record of the state of Utah or the United States District Court, District of Utah, and each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

7.14 **Language.** Both Client and CleanBrain agree that the language of this Agreement, the CleanTelligent Subscription Services, Documentation, Phone/Email/Webinar/Chat Support, CleanTelligent Knowledge Base, Implementation Services, Admin Assist Services and/or other services and/or products provided by CleanBrain or its designees, directly or indirectly, shall be in the English language. Notwithstanding the foregoing, CleanBrain may offer the CleanTelligent Subscription Services, Documentation, Phone/Email/Webinar/Chat Support, CleanTelligent Knowledge Base, Implementation Services, Admin Assist Services and/or such other services and/or products in different languages from time to time in the exercise of its sole discretion. Client hereby waives any and all claims against CleanBrain and CleanBrain Employees, and shall indemnify and defend CleanBrain and CleanBrain Employees, from claims made against CleanBrain, CleanBrain Employees, Client, or Client Employees, by Client's Users or others, for any translation errors in the CleanTelligent Subscription Services, Documentation, Phone/Email/Webinar/Chat Support, CleanTelligent Knowledge Base, Implementation Services, Admin Assist Services and/or such other services and/or products provided by CleanBrain or its designees, directly or indirectly.

7.15 **Entire Agreement; Modification; Headings.** This Agreement (including any exhibits hereto as referenced herein and the CleanTelligent Order Form) shall be construed according to its plain meaning, and not for or against the drafting party. CleanBrain and Client acknowledge and agree that this Agreement (including any exhibits hereto as referenced herein and the CleanTelligent Order Form) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous or contemporaneous communications, representations, understandings and agreements, either oral or written, between the parties and between Sales Contractors and Client with respect to said subject matter. This Agreement may not be altered, modified, amended, changed, rescinded or discharged in whole or in part, except by a written agreement executed by authorized officers of both Client and CleanBrain. Notwithstanding the foregoing, there are certain terms and conditions that Client and/or its Users have agreed to with CleanBrain or may be required to agree to with CleanBrain prior to Use of the CleanTelligent Subscription Services and/or the use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users and/or when Client and/or its Users Use the CleanTelligent Subscription Services and/or use such other services and/or products. These terms and conditions may be unilaterally altered, modified, amended, changed, rescinded or discharged in whole or in part by CleanBrain from time to time in its sole discretion and Client agrees to be bound to such. In the event of any conflict, inconsistency or discrepancy between those terms and conditions and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern. Notwithstanding the foregoing, if any laws in the Country/Countries set forth in the CleanTelligent Order Form, or any laws in any of its/their cities, counties, provinces, states, or countries, require provisions to be placed in this Agreement, CleanBrain shall have the right to reasonably modify this Agreement to comply with such laws, and Client agrees to be bound to such modifications. The section and paragraph headings herein have been inserted solely for convenience of reference and in no way define, limit or describe the scope or substance of any provision of this Agreement. Where applicable, the masculine includes the feminine and the neuter, and vice versa. Where applicable, the singular includes the plural and vice versa.

7.16 **Execution.** This Agreement shall be effective, and the Effective Date shall be, when this Agreement is signed by an authorized officer of Client and CleanBrain on the CleanTelligent Order Form. The signatories on the CleanTelligent Order Form each hereby confirm that he/she is an authorized officer for Client or CleanBrain, respectively, and has authorization to enter into this Agreement on behalf of the party listed for which it is signing for.

7.17 **Counterparts, Facsimile and Electronic Signatures.** This Agreement may be executed (on the CleanTelligent Order Form) in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. Facsimile signatures on counterparts of this Agreement (on the CleanTelligent Order Form) will be deemed original signatures. Electronic signatures (i.e. Esign) on counterparts of this Agreement (on the CleanTelligent Order Form) shall be deemed original signatures.

End of the Agreement with Exhibits to Follow  
Version 2020-6-22

## Exhibit A

### Definition of Terms

This Exhibit A is an exhibit to the CLEANTELLIGENT SUBSCRIPTION AGREEMENT between CleanBrain Software, Inc. (hereinafter "CleanBrain") and the Company/Organization placed on the attached CleanTelligent Order Form (hereinafter "Client") and all exhibits and addendums thereto including, but not limited to, the CleanTelligent Order Form, as determined by CleanBrain (hereinafter the "Agreement") and is subject to the terms and conditions of said Agreement including the definitions therein.

1. For purposes of the Agreement, following are some of the definitions of terms used in the Agreement and in its exhibits:
  - 1.1 "Admin Assist Fees" shall mean the fee due and payable by Client to CleanBrain for Admin Assist Services purchased by Client.
  - 1.2 "Admin Assist Services" shall mean the services that may be provided by CleanBrain or its designees, directly or indirectly, that relate to any configuration or input of information, including, not but limited to, Client Data, in the CleanTelligent Subscription Services and/or in the other services and/or products provided by CleanBrain or its designees, directly or indirectly, for Client or its Users.
  - 1.3 "Basic Support Services" shall mean the support services relating to the Use of the CleanTelligent Subscription Services and/or use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users by Client and/or its Users provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, which includes (a) basic Implementation Services for the first thirty (30) days after the Effective Date of the Agreement, (b) ongoing Phone/Email/Webinar/Chat Support with a twelve (12) business hour or less response time during the hours Phone/Email/Webinar/Chat Support is available for the initial response of each new request or message from Client or its Users, and (c) access to the CleanTelligent Knowledge Base, all as determined by CleanBrain from time to time in its sole discretion.
  - 1.4 "Business Intelligence/Visualizer Fees" shall mean the fee due and payable by Client to CleanBrain for Business Intelligence/Visualizer Services purchased by Client.
  - 1.5 "Business Intelligence/Visualizer Services" shall mean those optional customizable reporting software services provided within the CleanTelligent Subscription Services, as determined by CleanBrain from time to time in its sole discretion.
  - 1.6 "Child Account Fees" shall mean the fee due and payable by Client to CleanBrain for Child Account Services purchased by Client.
  - 1.7 "Child Account Services" shall mean the services that may be provided by CleanBrain or its designees, directly or indirectly, that relate to the ability for Client to have separate instances of the CleanTelligent Subscription Services that may have certain portions of the CleanTelligent Subscription Services that may link to and/or may be viewable in Client's Use of the CleanTelligent Subscription Services, for a recurring fee paid by Client to CleanBrain as set forth in the Agreement, all as determined by CleanBrain from time to time in its sole discretion. Client must be paying User License Fees for a minimum of an annual billing period in order to purchase Child Account Services from CleanBrain.
  - 1.8 "Claim" shall mean any claim, demand, threat, suit or proceeding brought by a third party against Client to the extent that the claim, demand, threat, suit or proceeding alleges that Client's authorized and proper Use of the CleanTelligent Subscription Services and/or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, in the form delivered by CleanBrain to Client, directly infringes the claimant's United States or the Country/Countries set forth in the CleanTelligent Order Form (whichever country/countries Client resides or does business) proprietary or intellectual property rights, including, but not limited to, patent, copyright, trademark or trade secret rights.
  - 1.9 "CleanBrain Employees" shall mean CleanBrain, any of its affiliated entities or businesses, and any owner, officer, employee, distributor, contractor or agent of the foregoing.
  - 1.10 "CleanTelligent Knowledge Base" shall mean a website that may be available to Service Provider Users which contains Documentation and may contain a user forum, as determined by CleanBrain from time to time in its sole discretion. CleanBrain shall determine the content of the Documentation from time to time in its sole discretion. Although CleanBrain shall make reasonable efforts to keep the Documentation up to date, CleanBrain does not guarantee the accuracy of such content. In addition, such content may become temporarily out of date until such content is updated as changes are made to the CleanTelligent Subscription Services and/or other services and/or products provided by Client or its designees, directly or indirectly.
  - 1.11 "CleanTelligent Order Form" shall mean the form with a reference to and/or attached to the Agreement that shall define the Client along with its name, address, country/countries residing and/or doing business in, entity type, state/territory of company/organization registration, and doing business as name, along with services and/or products initially purchased by Client, with their billing period length (for recurring services), along with the signatures of authorized officers of both Client and CleanBrain binding Client and CleanBrain to the respective CLEANTELLIGENT SUBSCRIPTION AGREEMENT along with its exhibits and addendums including, but not limited to, such CleanTelligent Order Form (the Agreement).
  - 1.12 "CleanTelligent Subscription Services" shall mean those services provided by CleanBrain on a specific website(s) and/or web server(s) in connection with the Software, Third Party-Background Technology and/or Third Party Software including, but not limited to, software in object code form only that can be accessed through a certain web browser(s) and/or downloaded from such website(s) and/or web server(s) that can be

utilized on certain computers and/or mobile, tablet or other devices, in the service and/or other industries, including, but not limited to, facility management, janitorial, building maintenance, and/or other fields, and that may relate to inspections, work orders, reports, communication, Business Intelligence/Visualizer Services, Child Account Services, White Label Branding Services, or other services and/or products in such service and/or other industries, and/or such other areas, all as determined by CleanBrain from time to time in its sole discretion.

1.13 “Client Data” shall mean data, material, or information submitted or provided by Client and/or its Users through the Use of the CleanTelligent Subscription Services or the use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, that is owned by Client and/or its Users, respectively.

1.14 “Client Employees” shall mean Client, and all owners, officers, employees, Users, and/or agents of Client.

1.15 “Confidential Information” shall mean any and all information, know-how, data, documents, items and materials that CleanBrain has or shall have an interest in, or that are or shall be owned, developed, acquired or used by, or licensed to, or in the possession or control of, or that arise from, at any time, CleanBrain, its businesses, activities, investigations, work of CleanBrain Employees, CleanBrain’s agents or contractors, utilization of CleanBrain’s equipment, supplies, facilities or information, in the past, present or future, whether in tangible, magnetic, digital or any other form, format or medium, and whether or not published, patented, copyrighted, registered or suitable therefore, and whether or not marked “confidential”, (a) that relates to business plans, strategies, operations, transactions, products, goods, services, assets, liabilities, software, source code, object code, algorithms, instructions, manuals, hardware, equipment, devices, facilities, ideas, technology, inventions, improvements, discoveries, trade secrets, copyrights, patents, patent applications, patent rights, intellectual property, registrations, applications, research, procedures, processes, methods, specifications, diagrams, designs, drawings, data, databases, accounting, finances, financials, financial records, taxes, tax returns, reports, agreements, this Agreement and the terms hereof, contracts, promotion, marketing, marketing ideas, marketing plans, marketing documents, advertising materials, distribution, management, pricing, customers, customer lists, potential services or customers, manufacturers, suppliers, distributors, owners, officers, managers, employees, representatives, agents, CleanBrain Employees, contractors, records, files, lists, memos, correspondence, notes, documents, items, materials, the Software, the CleanTelligent Subscription Services, the Documentation, other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, or similar information regardless of the manner in which it is furnished or whether obtained by Client or Client Employees through observation of CleanBrain’s facilities or procedures or otherwise; (b) that was provided to CleanBrain by third parties under circumstances where CleanBrain had a duty of non-disclosure; (c) that is generally regarded as confidential in the industry or business in which CleanBrain is engaged; or (d) that is designated as confidential by CleanBrain. Notwithstanding the foregoing, the term "Confidential Information" does not include information (a) that is generally available to the public at the time of disclosure, or which, thereafter, through no act or failure to act on the part of Client or Client Employees, or through no illegal act of others, becomes generally available to the public, as evidenced by written publications or otherwise; (b) that is generally known in the industry in which CleanBrain competes; (c) that is readily ascertainable by proper means by competitors of CleanBrain, through sources independent of Client, Client Employees and/or CleanBrain, through no act or fault of Client, Client Employees or CleanBrain, or through any illegal act of others; or (d) which, prior to the receipt of the same, was known to Client, as evidenced by written record, unless such information is protected by other agreements.

1.16 “Contact User” shall mean an active User whose record is under the “Contact” tab of the “Service Provider” login of the CleanTelligent Subscriptions Services, as determined by CleanBrain from time to time in its sole discretion.

1.17 “Documentation” shall mean written materials and/or videos relating to the CleanTelligent Subscription Services and/or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users including, but not limited to, user guides, information on the CleanTelligent Knowledge Base, technical manuals, release notes, installation instructions, other instructions or online help files regarding the Use of the CleanTelligent Subscription Services and/or the use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, generally provided by CleanBrain to Client or others, directly or indirectly, and shall include any updated versions of Documentation as may be provided by CleanBrain from time to time in its sole discretion during the Term of the Agreement.

1.18 “Effective Date” shall mean the first date in which the Agreement shall be a fully enforceable agreement, and CleanBrain and Client shall be bound to the provisions hereof.

1.19 “Fees” shall mean User License Fees, On-Site Training Fees, Jumpstart University Fees, Child Account Fees, White Label Branding Fees, Business Intelligence/Visualizer Fees, Admin Assist Fees, Priority Support Fees, and other fees due and payable by Client to CleanBrain that may be associated with (a) the Use of the CleanTelligent Subscription Services by Client and/or its Users; (b) other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users; or (c) the Agreement.

1.20 “Implementation Services” shall mean those services provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, initially, to assist Client and/or its Users to begin to Use the CleanTelligent Subscription Services and/or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, and includes Phone/Email/Webinar/Chat Support and five (5) hours of Admin Assist Services at no additional cost to Client within the first thirty (30) days after the Effective Date of the Agreement. Any of the five (5) hours of the Admin Assist Services not used within such thirty (30) day period shall be cancelled and not available thereafter. Additional Admin Assist Services may be purchased by Client on a per hour basis, or Client may receive unlimited Admin Assist Services by purchasing Priority Support Services.

1.21 “Intellectual Property” shall mean all copyrights, patents, patent rights, trademarks, service marks, trade names, Confidential Information and other intellectual property rights of CleanBrain relating to the CleanTelligent Subscription Services, Software, Documentation, and/or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, or otherwise, including, but not limited to, the Mark.

1.22 “Jumpstart University” shall mean those services provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, to set up the Use of the CleanTelligent Subscription Services and/or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, for Client, and/or to train Client and/or its Users on how to Use the CleanTelligent Subscription Services and/or use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, all at CleanBrain’s physical location or a location designated by CleanBrain, all as determined by CleanBrain from time to time in its sole discretion.

1.23 “Jumpstart University Fee” shall mean the fee due and payable by Client to CleanBrain for the Jumpstart University purchased by Client.

1.24 “Mark” shall mean the trademark, service mark and/or trade name “CleanTelligent”, including any modifications, variations and/or replacement trademarks, service marks and/or trade names.

1.25 “On-Site Training” shall mean those services provided by CleanBrain or its designees, directly or indirectly, to set up the Use of the CleanTelligent Subscription Services and/or use of other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, for Client, and/or to train Client and/or its Users on how to Use the CleanTelligent Subscription Services and/or to use the other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, all at one of Client’s physical locations, all as determined by CleanBrain from time to time in its sole discretion.

1.26 “On-Site Training Fee” shall mean the fee due and payable by Client to CleanBrain for the On-Site Training purchased by Client.

1.27 “Phone/Email/Webinar/Chat Support” shall mean the limited phone, email, webinar, and chat assistance provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users relating to the Use of the CleanTelligent Subscription Services and/or the use of the other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, all as determined by CleanBrain from time to time in its sole discretion. Phone/Email/Webinar/Chat Support is provided daily 8 am to 5 pm Mountain Time excluding weekends, holidays, and other days CleanBrain or its designees are closed. Due to call volume and other reasons, those providing Phone/Email/Webinar/Chat Support, or the chat software, may be unavailable during the above times. If so, Users can leave a message so they can get their message responded to as soon as possible. Phone/Email/Webinar/Chat Support does not include Admin Assist Services.

1.28 “Priority Support Fees” shall mean the fee due and payable by Client to CleanBrain for Priority Support Services purchased by Client.

1.29 “Priority Support Services” shall mean support services relating to the Use of the CleanTelligent Subscription Services and/or the use of the other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users by Client and its Users, which includes all Basic Support Services plus (a) customized and strategic Implementation Services to Client and its Users, (b) ongoing Phone/Email/Webinar/Chat Support with a three (3) business hour or less response time during the hours Phone/Email/Webinar/Chat Support is available for the initial response of each new request or message from Client or its Users, (c) unlimited Admin Assist Services, (d) group webinar trainings customized to Client for Client and its Users, (e) customized training videos, and (f) quarterly usage reviews and evaluations, all as determined by CleanBrain from time to time in its sole discretion. Client must be paying User License Fees for a minimum of an annual billing period in order to purchase Priority Support Services from CleanBrain.

1.30 “Sales Contractors” shall mean independent contractors appointed by CleanBrain to perform such duties and services from time to time as agreed upon by CleanBrain which may include promoting and/or marketing the Use of the CleanTelligent Subscription Services to Client and/or others and/or promoting and/or marketing other services/products provided by CleanBrain or its designees, directly or indirectly, from time to time to Client and/or others as determined by CleanBrain from time to time in its sole discretion.

1.31 “Service Provider User” shall mean an active User whose record is under the “HR” tab of the “Service Provider” login of the CleanTelligent Subscription Services that may have certain access to Use the CleanTelligent Subscription Services and/or use other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users. Each Service Provider User shall have one unique user name and password enabling access to certain areas of the “Service Provider” portion of the CleanTelligent Subscription Services and/or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users. Others in the same organization can get notified of certain communication activity in the CleanTelligent Subscription Services without being a Service Provider User and without accessing the CleanTelligent Subscription Services.

1.32 “Service Provider User License” or “License” shall mean the license to have a Service Provider User for a specified User Type.

1.33 “Software” shall mean that certain CleanBrain computer software program in object code form only, useful in the service and/or other industries, including, but not limited to, facility management, janitorial, building maintenance, and/or other fields, including, but not limited to, that software in object code form only which is sometimes referred to by CleanBrain as “CleanTelligent”, in any form or format as determined by CleanBrain from time to time in its sole discretion, together with any modifications, corrections, improvements, enhancements and releases, in object code form only, that CleanBrain may include now or hereafter, all as determined by CleanBrain from time to time in its sole discretion. Except as otherwise provided in the preceding sentence, the Software shall not include any other products or services currently marketed by CleanBrain, any new products or services developed and/or marketed by CleanBrain, any additional products or services licensed by CleanBrain after the Effective Date of this Agreement (unless such new or additional products or services are added to the Agreement pursuant to Section 7.15 in the Agreement), any Third Party-Background Technology, or any Third Party Software.

1.34 “Tax” or “Taxes” shall mean any applicable sales and use taxes, transaction privilege tax, excise tax, tangible or intangible personal property taxes, or value added taxes on the sale or measured by the sales price.

1.35 “Term” shall mean the period in which all of the provisions of this Agreement are in force.

1.36 “Third Party-Background Technology” shall mean various development tools, routines, subroutines, and other programs, data and materials owned by third parties that CleanBrain may use in the development of the Software, Documentation and/or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users.

1.37 "Third Party Software" shall mean any software owned by a third party other than CleanBrain.

1.38 "Use", "Using", or "Used" shall mean, subject in all cases to the restrictions set forth by CleanBrain from time to time in its sole discretion, the access, use, and/or utilization of the Software solely in connection with those parts of the CleanTelligent Subscription Services provided to Client and/or its Users by CleanBrain, and being paid for by Client for its business operations in the normal course of Client's business, whether private or white labeled or not, all in accordance with the use for which the Software was designed, all as determined by CleanBrain from time to time in its sole discretion.

1.39 “Users” shall mean certain individuals who have access to Client Data, the CleanTelligent Subscription Services and/or other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, and/or who are appointed by Client, directly or indirectly, to Use the CleanTelligent Subscription Services, to Use the CleanTelligent Subscription Services on behalf of Client, and/or to use the other services and/or products provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Users, and includes Service Provider Users and Contact Users.

1.40 “User License Fee” shall mean the ongoing fee due and payable by Client to CleanBrain for the maximum number of Service Provider User Licenses for specified User Types determined by Client.

1.41 “User Type” shall mean a specific type of access to Use the CleanTelligent Subscription Services for a Service Provider User License as set forth below. The User Type options for Service Provider User Licenses include “Work Order User License” having access to work orders, “Inspection User License” having access to inspections, “Multi-Access User License” having access to scheduling, both work orders and inspections, or any combination of the above access, “Administrator User License” having access to configuration and all of the above access, and other User Types as determined by CleanBrain from time to time in its sole discretion.

1.42 “White Label Branding” shall mean the services that may be provided by CleanBrain or its designees, directly or indirectly, that relate to replacing certain “CleanTelligent” and/or “CleanBrain” identity within the CleanTelligent Subscription Services with Client's identity on both the mobile application and web application of the CleanTelligent Subscription Services for a recurring fee paid by Client to CleanBrain as set forth in the Agreement or CleanTelligent Order Form specifically, all as determined by CleanBrain from time to time in its sole discretion. Client must be paying User License Fees for a minimum of an annual billing period in order to purchase White Label Branding from CleanBrain.

1.43 “White Label Branding Fee” shall mean the fee due and payable by Client to CleanBrain for White Label Branding purchased by Client.

Exhibit B  
Functional Specifications

This Exhibit B is an exhibit to the CLEANTELLIGENT SUBSCRIPTION AGREEMENT between CleanBrain Software, Inc. (hereinafter “CleanBrain”) and the Company/Organization placed on the attached CleanTelligent Order Form (hereinafter “Client”) and all exhibits and addendums thereto including, but not limited to, the CleanTelligent Order Form, as determined by CleanBrain (hereinafter the “Agreement”) and is subject to the terms and conditions of said Agreement including the definitions therein.

The functional specifications for the performance of the CleanTelligent Subscription Services are as follows, or, in other words, the CleanTelligent Subscription Services perform the following functions (Some User Types do not include all functional specifications below.):

1. Facilitates communication between two or more parties.
2. Upon choosing certain notification preferences and/or entering certain information in specific fields, sends an email that may notify that party of certain changes to a communication or a new communication that has been posted.
3. Allows a user to reply to, file and/or search for a communication.
4. Stores certain information about users and their business, if any.
5. Generates certain reports relating to specific information that may be viewable and/or printable by Third Party Software.
6. Allows a Service Provider User to perform inspections and/or measuring of certain user-definable criteria.
7. Allows a Service Provider User to upload certain files to the CleanTelligent Subscription Services.

Version 2020-6-22  
New CleanTelligent Order Form - Company 6.22.2020