

Online CleanTelligent Order Form

This Online CleanTelligent Order Form is part of the CLEANTELLIGENT SUBSCRIPTION AGREEMENT between CleanBrain Software, Inc. (hereinafter "CleanBrain") and the company or individual defined below (hereinafter "Client") and all exhibits and addendums thereto including, but not limited to, this Online CleanTelligent Order Form, as determined by CleanBrain (hereinafter "Agreement"). The terms and conditions of the Agreement along with its definitions including, but not limited to, the definition of CleanBrain, are referenced in and/or attached to this Online CleanTelligent Order Form. By signing below, Client agrees to the Agreement and its exhibits and addendums, including this Online CleanTelligent Order Form.

Client:

Company: _____

Type of Entity: _____

State Company Registered: _____

Individual Name: _____

Doing Business As Name: _____

Address: _____

Country/Countries: _____

Agreement Term Chosen:

Discounted Access Fees and Priority Support Services: 1-year Term with automatic 1-year term renewal periods unless written notice is sent from Client and received by CleanBrain thirty (30) days prior to the end of the respective term. Exhibit B of the Agreement shows discounted Access Fee pricing for this option. A \$1000 Early Cancellation Fee applies. Also, a 1-year Term must be chosen to purchase and receive Priority Support Services. See the Agreement terms and conditions for details.

No Term (month to month). Client can cancel at any time with a thirty (30) day written notice to CleanBrain.

"Client"

(Company Name)

By: _____

(signature)

Print Name: _____

Version: 2019-11-18

CLEANTELLIGENT SUBSCRIPTION AGREEMENT

This CLEANTELLIGENT SUBSCRIPTION AGREEMENT (hereinafter "Agreement") is entered into by and between CleanBrain Software, Inc., a Utah corporation, which may also do business under the name of "CleanTelligent Software", doing business at 460 North University Ave., Suite #203, Provo, Utah 84601 (hereinafter "CleanBrain"), and the company or individual placed on the Online 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 and use the Documentation, subject to the provisions of this Agreement.

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

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 terms/words throughout this Agreement are defined in Exhibit A 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, 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 Online CleanTelligent Order Form (whichever Country/Countries Client resides or does business):

- (a) **CleanTelligent** - to Use those parts of the CleanTelligent Subscription Services provided to Client by CleanBrain that Client is paying for; and
- (b) **Documentation** - to use the Documentation solely for internal use by Client 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, and/or Documentation. There may be certain terms and conditions governing such use that may extend to Client. In such a case, by Using the CleanTelligent Subscription Services and/or using the Documentation, Client agrees to be bound to such terms and conditions.

2.3 **Following Procedures and Complying with General Laws.** Client and its Access Agents shall comply with CleanBrain's standards and procedures with respect to set up and Use of the CleanTelligent Subscription Services, use of the Documentation, 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 by Client and/or its Access Agents shall be accurate and in compliance with CleanBrain's standards as may be provided by it from time to time.

2.4 **Each Access Agent has its own User Name and Password.** The Access Agents 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 Access Agents. Only one person and only that same person shall be allowed to Use the CleanTelligent Subscription Services per each Access Agent access.

2.5 **CleanBrain Retains Certain Rights.** Except as explicitly expressed in this Section 2, nothing contained in this Agreement transfers to Client any license or rights in the Software, CleanTelligent Subscription Services, or Documentation. Client grants CleanBrain an unconditional, non-exclusive, irrevocable, worldwide license to use ideas and information of Client, Client Employees and its Access Agents that relate to the Use of the CleanTelligent Subscription Services by Client, Client Employees and its Access Agents, 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 and Documentation. Both parties agree that CleanBrain may modify the CleanTelligent Subscription Services, Software and Documentation 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, and/or the Documentation 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 all other forms and formats) and Documentation 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, or any other forms and

formats), or Documentation. 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. Client agrees that it is not obtaining the above license or entering into this Agreement to research, use, or discover Confidential Information or the CleanTelligent Subscription Services to use to compete against CleanBrain or share information to others that may compete against CleanBrain. The licenses in this Section 2 shall expire at the termination of this Agreement.

You Will Need a Computer and Some Standard Software to Use CleanTelligent

2.6 Third Party Software, Computer Hardware and Services Needed, Client agrees and acknowledges that Third Party Software, computer hardware, and/or services may be required to Use the CleanTelligent Subscription Services, and that such Third Party Software, computer hardware, and/or services are not provided in this Agreement. Client shall be responsible for acquiring, installing and using all such Third Party Software, computer hardware, and/or services and other materials necessary or to be used in connection with the Use of the CleanTelligent Subscription Services and use of the Documentation, 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 will use in conjunction with the Use of the CleanTelligent Subscription Services. Third Party Software is the exclusive property of such third party licensors, and nothing herein shall grant Client any rights or interests in 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. CleanBrain may allow Client to place a link to CleanBrain’s website and/or a login to the CleanTelligent Subscription Services on Client’s website. Upon such allowance by CleanBrain, 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. Client agrees to immediately discontinue and remove such link and/or login upon request by CleanBrain.

2.8 Using Client’s Logo Inside of CleanTelligent 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 by Client and its Access Agents according to standards governing such name and marks, notices, and the nature and quality of goods and services, as provided by Client from time to time.

3. Payments and Related Matters.

These are the Required Fees

3.1 Access Fees. Client shall pay Access Fees to CleanBrain for the Use of the CleanTelligent Subscription Services by Client and its Access Agents as set forth in Exhibit B attached to this Agreement and by this reference made a part hereof. Access Fees shall be charged to Client for each Service Provider User that is considered an active record, for each day, and for each “Module” such Service Provider User has any access to, whether that Service Provider User Used the CleanTelligent Subscription Services or not, all as determined by CleanBrain from time to time. Client agrees to have a minimum of one (1) “Administrator” Service Provider User active at all times, as set forth in Exhibit B to this Agreement, unless the Use of CleanTelligent Subscription Services is suspended as set forth herein. Access Agents that are considered a “Contact” in the CleanTelligent Subscription Services shall not be counted towards Access Fees, as determined by CleanBrain in its sole discretion.

Here are the Optional Services and Their Fees if You Choose to Purchase Them

3.2 Admin Assist Fees. If Client chooses to purchase Admin Assist Services from CleanBrain, Client shall pay Admin Assist Fees to CleanBrain as set forth in Exhibit B to this Agreement.

3.3 Priority Support Fees. If Client chooses to purchase Priority Support Services from CleanBrain, Client shall pay Priority Support Fees to CleanBrain as set forth in Exhibit B to this Agreement. Client must choose the one (1) year Term on the Online CleanTelligent Order Form in order to purchase Priority Support Services from CleanBrain.

3.4 Business Intelligence/Visualizer Fees. If Client chooses to purchase Business Intelligence/Visualizer Services from CleanBrain, Client shall pay Business Intelligence/Visualizer Fees to CleanBrain as set forth in Exhibit B to this Agreement.

3.5 Jumpstart University Fee. If Client chooses to purchase Jumpstart University training at CleanBrain’s location from CleanBrain, Client shall pay a Jumpstart University Fee to CleanBrain as set forth in Exhibit B to this Agreement.

3.6 On-Site Training Fee. If Client chooses to purchase on-site training at one of its locations from CleanBrain, Client shall pay On-Site Training Fees to CleanBrain as set forth in Exhibit B to this Agreement.

3.7 Other Fees. Other optional services provided by CleanBrain or its designees, directly or indirectly, along with their Fees are set forth in Exhibit B to this Agreement.

Here are Our Free Services

3.8 Basic Support Services. CleanBrain or its designees, directly or indirectly, shall provide Basic Support Services to Client and its Access

Agents for the Use of the CleanTelligent Subscription Services by Client and its Access Agents, at no additional cost to Client.

Guidelines for Paying Fees

3.9 When Access Fees Are Due. Client shall deliver full payment to CleanBrain for Access Fees within thirty (30) days of the invoice date of the invoice sent by CleanBrain to Client. CleanBrain shall invoice Client on or around the first of the month for the previous month's Access Fees, unless other pre-payment arrangements have been made.

3.10 When Fees For Optional Services Are Due. Client shall be invoiced the following billing cycle, as determined by CleanBrain, for any On-Site Training Fees, Jumpstart University Fees, Admin Assist Fees, Priority Support Fees, Business Intelligence/Visualizer Fees, or other Fees upon Client choosing to purchase the services from CleanBrain or its designees, directly or indirectly, that are associated with such Fees, respectively, even if the services are not completed yet. Client shall deliver full payment to CleanBrain for such Fees within thirty (30) days of the invoice date of the invoice sent by CleanBrain to Client.

3.11 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.

3.12 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.

3.13 Changes In Fees. The Fees and dollar amounts of the Fees shall be determined by CleanBrain from time to time in its sole discretion. The current Fees and the dollar amounts of the Fees are set forth in Exhibit B to this Agreement. 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 effective date of such changes. As for Access Fees, CleanBrain may increase Access Fees once per year according to the percentage of the U.S. Department of Labor Cost of Living Index ("COLI") increase in the previous calendar year, provided however that such increase shall not exceed two percent (2%). Notwithstanding the foregoing, upon new features and/or functionality being added to the CleanTelligent Subscription Services and/or Software that CleanBrain determines in its sole discretion would merit a reasonable additional amount of Access Fees to charge all users of the CleanTelligent Subscription Services that will use such new feature(s) and/or functionality, CleanBrain may charge Client an increase in Access Fees for such new features and/or functionality in an amount determined by CleanBrain.

3.14 Late Payments Accrue Interest. All amounts remaining unpaid thirty (30) 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.

3.15 Money Back Guarantee. There will be a one hundred percent (100%) money back guarantee for any Fees accrued or paid to CleanBrain by Client within the first thirty (30) days beginning the Effective Date of the Agreement. Client must send written notice to CleanBrain of its intent to use the money back guarantee prior to the end of said thirty (30) day period in order to get a refund of Fees paid to CleanBrain.

What Happens if You Do Not Pay Fees that are Due

3.16 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, CleanBrain may, in its discretion, at any time and without notice, suspend the Use of the CleanTelligent Subscription Services by Client and its Access Agents. Before CleanBrain shall re-activate the Use of the CleanTelligent Subscription Services for Client, Client must pay to CleanBrain the full amount owed for any and all Fees 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 Client Data. Client Data shall remain the sole property of Client.

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 Access Agents 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 Admin Assist Services, resolving technical support and other questions from Client and its Access Agents, testing functionality, resolving problems or errors in the CleanTelligent Subscription Services, improving the CleanTelligent Subscription Services, sending limited and necessary information to third parties who provide support services for CleanBrain, contacting Client and/or its Access Agents, 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 collecting and storing information about Client's and/or its Access Agents' visit to Use the CleanTelligent Subscription Services for internal purposes.

4.3 Restricted Client Data License to Certain Others. Client hereby also grants Client Employees, Access Agents 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 an Access Agent) a license giving

Client Employees, Access Agents, and those others the right to access, view, edit, copy, share and use Client Data that Client, Client Employees, or Access Agents makes available to them, directly or indirectly.

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 Access Agents, its clients, its buildings, or other personal identifying information about Client and/or its Access Agents) 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 Client Data in a form and format determined by CleanBrain. After such thirty (30) day period after 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 insure 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 Access Agents, and excluding all other individuals who may view or have access to Client Data through or because of Client, Client Employees, Access Agents 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; or (e) that is considered to be Software, Documentation, Marks, or CleanTelligent Subscription Services 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), SourceAmerica (if Client is a CRP or NPA associated with SourceAmerica), and other organizations that Client may be a member of. 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. Client agrees not to use, disclose, communicate or cause to be communicated to any third party, or copy, in any manner whatsoever, any Confidential Information 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’s Access Agents and to Client Employees having a need to know the Confidential Information for the purposes of this Agreement and/or to carry out their employment responsibilities to Client and for no other reason, and to insure that every such individual 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, 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. 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 shall take protective action with respect thereto for the benefit of CleanBrain. Client agrees to use proper copyright, patent, trademark and service mark notices and to place them in the location, manner, form and format 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, CleanTelligent Subscription Services, Software, Documentation or any and all derivative works thereof.

5. Warranties and Limitation of Liability.

These are Standard Warranty Terms 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 Access Agents 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 C and by this reference made a part hereof. CleanBrain reserves the right to change the functional specifications and modify Exhibit C to this Agreement from time to time in its sole discretion. CleanBrain does not warrant that the CleanTelligent Subscription Services shall operate in combination with Third Party Software selected by Client, or that the CleanTelligent Subscription Services 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 Access 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 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 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, AND ALL OTHER ITEMS AND SERVICES PROVIDED HEREUNDER AND THE EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1 ABOVE, THE CLEANTELLIGENT SUBSCRIPTION SERVICES 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, 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, OR OTHER ITEMS 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, OR SAID ITEMS OR SERVICES, EVEN IF CLEANBRAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY TERM OF 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 ACCESS FEES PAID TO CLEANBRAIN BY CLIENT DURING THE LAST SIX 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, OR BUSINESS INTELLIGENCE/VISUALIZER SERVICES, 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, or any other 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 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 Access Agents, or Client Employees.

6. Term and Termination

You have an Option of Yearly Terms or Month to Month Terms

6.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue either for one (1) year or month to month according to the Term selection on the Online CleanTelligent Order Form. The Term shall automatically extend for the same time period as chosen on the Online CleanTelligent Order Form at the end of each Term time period unless Client notifies CleanBrain thirty (30) days before the end the current Term to the contrary.

Suspension of the CleanTelligent Subscription Services without Terminating the Agreement

6.2 Suspension of the CleanTelligent Subscription Services. CleanBrain may, in its sole discretion, at any time and without notice, temporarily and/or permanently suspend or terminate the Use of the CleanTelligent Subscription Services by Client and its Access Agents upon the occurrence of certain events set forth in this Agreement and upon suspected breach of this Agreement by Client 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 by Client and its Access Agents without terminating this Agreement, but Client must pay the Early Cancellation Fee to CleanBrain if the one (1) year term commitment is chosen on the Online CleanTelligent Order Form and Client is currently within the initial or subsequent one (1) year term commitments.

You Can Cancel Anytime with 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 or upon non-payment of any Fees by Client, 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 and use of the Documentation; (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 by Client and its Access Agents; (e) CleanBrain may also 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; (h) Client shall pay an Early Cancellation Fee as set forth in Exhibit B to this Agreement to CleanBrain if Client discontinues its Use of the CleanTelligent Subscription Services, suspends its Use of the CleanTelligent Subscription Services, or terminates this Agreement during that one (1) year term commitment, whether it be the initial one (1) year term or subsequent one (1) year terms, if Client chose the option on the Online CleanTelligent Order Form for a one (1) year Term; and (i) 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, including 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 contractor 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.

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 agrees that CleanBrain and Sales Contractors are not providing a sales program or marketing program to Client. Client is wholly responsible for its own sales and marketing efforts and activities. 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 the other products or services 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 or use of the Documentation), 4.7 or 4.8 (relating to confidentiality), or 4.9 (relating to intellectual property 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 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; (b) on the date sent by "e" mail followed by hard copy, or telecopier 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 Online 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, and Admin Assist Services 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, and/or Admin Assist Services in different languages from time to time in the exercise of its sole discretion. Client hereby waives any and all claims against CleanBrain, and shall indemnify and defend CleanBrain, from claims made against CleanBrain by Client's Access Agents, for any translation errors in the CleanTelligent Subscription Services, Documentation, Phone/Email/Webinar/Chat Support, CleanTelligent Knowledge Base, Implementation Services, and/or Admin Assist Services.

7.15 Entire Agreement; Modification; Headings. This Agreement (including any exhibits hereto as referenced herein and the Online 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 Online 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 its Access Agents have agreed to with CleanBrain or may be required to agree to with CleanBrain prior to Use of the CleanTelligent Subscription Services and when Client and/or its Access Agents Use the CleanTelligent Subscription Services. 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 Online CleanTelligent Order Form, or any laws in any of its 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 shall 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.

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 on the Online CleanTelligent Order Form. The signatory on the Online CleanTelligent Order Form hereby confirms that it is an authorized officer for Client and has authorization to enter into this Agreement on behalf of the party listed for which it is signing for.

7.17 Electronic Signatures. Electronic signatures on this Agreement (on the Online CleanTelligent Order Form) shall be deemed original signatures.

End of the Agreement with Exhibits to Follow
Version 2019-11-18

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 or individual placed on the attached Online CleanTelligent Order Form (hereinafter “Client”) and all exhibits and addendums thereto including, but not limited to, the Online CleanTelligent Order Form, as determined by CleanBrain (hereinafter “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:

1.1 “Access Agents” shall mean certain individuals who are appointed by Client to Use the CleanTelligent Subscription Services and/or Use the CleanTelligent Subscription Services on behalf of Client.

1.2 “Access Fee” shall mean the ongoing fee charged to Client by CleanBrain for Client and its Access Agents to Use the CleanTelligent Subscription Services.

1.3 “Admin Assist Fees” shall mean the fee charged to Client by CleanBrain for Admin Assist Services.

1.4 “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 for Client or its Access Agents.

1.5 “Basic Support Services” shall mean the support services relating to the Use of the CleanTelligent Subscription Services by Client and its Access Agents provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Access Agents, 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 for the initial response of each new request or message from Client or its Access Agents, and (c) access to the CleanTelligent Knowledge Base, all as determined by CleanBrain from time to time in its sole discretion.

1.6 “Business Intelligence/Visualizer Fees” shall mean the fee charged to Client by CleanBrain for Business Intelligence/Visualizer Services.

1.7 “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.

1.8 “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, in the form delivered by CleanBrain to Client, directly infringes the claimant’s United States or the country/countries set forth in the Online 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 or agent of the foregoing.

1.10 “CleanTelligent Knowledge Base” shall mean a website for active Service Provider Users to use that 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.

1.11 “CleanTelligent Subscription Services” shall mean those services provided by CleanBrain on a specific website(s) and web server(s) in connection with the 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 web server(s) that can be utilized on certain computers or mobile, tablet or other devices, in the service and/or other industries, including, but not limited to, facility management, janitorial, and/or other fields, and that may relate to inspections, work orders, reports, communication, or other services in the service and/or other industries, and/or such other areas, all as determined by CleanBrain from time to time in its sole discretion.

1.12 “Client Data” shall mean data, material, or information submitted or provided by Client and/or its Access Agents through the Use of the CleanTelligent Subscription Services, that is owned by Client and/or its Access Agents, respectively.

1.13 “Client Employees” shall mean Client, and all owners, officers, employees, Access Agents and/or agents of Client.

1.14 “Confidential Information” shall mean any and all information, data, documents, items or materials that CleanBrain has or shall have an interest in, or that are or shall be owned, developed, acquired or used by, or in the possession or control of, or that arise from, CleanBrain, its businesses, activities, investigations, work of CleanBrain’s employees, 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, that relate to (a) concepts, ideas, or compilations of information used in

CleanBrain's business which may relate to the development, production, licensing, or sale of CleanBrain's goods or services, to the management or administration of CleanBrain, or which otherwise give CleanBrain a competitive advantage; (b) Documentation, patent information, business activities and plans, financial results and projections, costs and prices, customers, agreements, suppliers, CleanBrain Employees, software products and related documentation, and technical and business strategies; (c) the Software and the CleanTelligent Subscription Services; (d) this Agreement and its terms; or (e) information 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 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 and/or CleanBrain, through no act or fault of Client or CleanBrain; 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.

1.15 "Documentation" shall mean written materials and/or videos relating to the CleanTelligent Subscription Services 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, 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.

1.16 "Early Cancellation Fee" shall mean the Fee that Client shall pay to CleanBrain when Client discontinues its Use of the CleanTelligent Subscription Services, suspends its Use of the CleanTelligent Subscription Services, or terminates the Agreement during that one (1) year term commitment, whether it be the initial one (1) year term or subsequent one (1) year terms, if Client chose the one (1) year Term option on the Online CleanTelligent Order Form.

1.17 "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.

1.18 "Fees" shall mean collectively all Access Fees, On-Site Training Fees, Jumpstart University Fees, Admin Assist Fees, Early Cancellation Fee, and other fees charged to Client by CleanBrain that may be associated with (a) the Use of the CleanTelligent Subscription Services by Client and/or its Access Agents; (b) additional products or services provided by CleanBrain to Client; or (c) the Agreement.

1.19 "Implementation Services" shall mean those services provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Access Agents, initially to assist Client and its Access Agents to begin to Use the CleanTelligent Subscription Services 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 of 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 unlimited hours by purchasing Priority Support Services.

1.20 "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 or Documentation, or otherwise, including, but not limited to, the Mark.

1.21 "Jumpstart University" shall mean those services provided by CleanBrain or its designees, directly or indirectly, to Client and/or its Access Agents, to set up the Use of the CleanTelligent Subscription Services for Client, and/or to train Client and/or its Access Agents on how to Use the CleanTelligent Subscription Services, 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.

1.22 "Jumpstart University Fee" shall mean the fee charged to Client and paid to CleanBrain for the Jumpstart University (hereinafter defined).

1.23 "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.

1.24 "Online CleanTelligent Order Form" shall mean the online 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 of company registration, and doing business as name, along with the signature of an authorized officer of Client binding Client to the respective CLEANTELLIGENT SUBSCRIPTION AGREEMENT along with its exhibits and addendums including, but not limited to, this Online CleanTelligent Order Form.

1.25 "On-Site Training Fee" shall mean the fee charged to Client by CleanBrain for CleanBrain or its designees, directly or indirectly, to set up the Use of the CleanTelligent Subscription Services for Client, or to train Client and/or its Access Agents on how to Use the CleanTelligent Subscription Services, all at one of Client's physical locations and after CleanBrain has set up and prepared the Use of the CleanTelligent Subscription Services internally for Client and its Access Agents, all as determined by CleanBrain from time to time in its sole discretion.

1.26 "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 Access Agents relating to the Use of the CleanTelligent Subscription Services, all as determined by CleanBrain from time to time in its sole discretion. Phone/Email/Webinar/Chat Support is provided 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 support may be unavailable during the above times. If so, Access Agents 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.

1.27 “Priority Support Fees” shall mean the fee charged to Client by CleanBrain for Priority Support Services.

1.28 “Priority Support Services” shall mean support services relating to the Use of the CleanTelligent Subscription Services by Client and its Access Agents provided by CleanBrain or its designees, directly or indirectly, which includes all Basic Support Services plus (a) customized and strategic Implementation Services to Client and its Access Agents, (b) ongoing Phone/Email/Webinar/Chat Support with a three (3) business hour or less response time for the initial response of each new request or message from Client or its Access Agents, (c) unlimited Admin Assist Services, (d) group webinar trainings customized to Client for Client and its Access Agents, (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 choose the one (1) year Term on the Online CleanTelligent Order Form in order to purchase Priority Support Services from CleanBrain.

1.29 “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 from time to time to Client and/or others as determined by CleanBrain from time to time in its sole discretion.

1.30 “Service Provider User” shall mean an Access Agent whose record is under the “HR” tab of the “Service Provider” login of the CleanTelligent Subscription Services, as determined by CleanBrain from time to time in its sole discretion. 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. 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.

1.31 “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, 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.

1.32 “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.

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

1.34 “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 and/or Documentation.

1.35 “Third Party Software” shall mean any software owned by a third party other than CleanBrain.

1.36 “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 utilization of the Software solely in connection with those parts of the CleanTelligent Subscription Services provided to Client and its Access Agents by CleanBrain, and being paid for by Client for its business operations in the normal course of Client’s business, whether private labeled or not, all in accordance with the use for which the Software was designed as determined by CleanBrain from time to time in its sole discretion.

Exhibit B
Fees

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

All Accounts receive:

- Basic Support Services
- Unlimited free “Contact” users
- Marketing Package
- Custom Favicon/subdomain
- Website Login Portal Code

Monthly Access Fees for Service Provider Users: per user/per month

Module	Access Fee (with 1-year term contract)	Access Fee (no term -month to month)
Work Order User	\$12	\$17
Inspection User	\$18	\$25
“Multi-Access User”*	\$25	\$37
Administrator	\$115	\$165

One Administrator Service Provider User required.

*“Multi-Access User” shall mean that the Service Provider User has access to a combination of two or more of the following modules: inspections, work orders, business intelligence/visualizer, scheduling. The Service Provider User will also be considered a “Multi-Access User” if they have access to any of the following modules: business intelligence/visualizer or scheduling.

Client shall receive the following user volume discount off of Access Fees for the range of Service Provider Users:

<u>Users</u>	<u>Discount</u>
0 - 50	No discount
51 - 100	10% discount
101 - 500	15% discount
501 - 1000	25% discount
1001 +	40% discount

Contact CleanBrain to learn more about the following add-ons and services. Fees listed are subject to change without notice.

- Priority Support Services - \$50/account/month
- Business Intelligence/Visualizer Services - \$50/account/month
- Child Accounts - \$50/account/month
- White Label Web App Branding – One-time setup fee \$12,500, monthly maintenance fee \$400/account/month
- White Label Mobile App Branding – One-time setup fee \$3,500, monthly maintenance fee \$275/account/month
- Admin Assist Services - \$40/hour. Time spent will be rounded to the nearest 30 minutes.
- On-Site Training - \$5,200 for two days hands-on training and configuration.
- Jumpstart University - \$1,200 for two individuals from Client to receive hands-on training and personalized experience at CleanBrain’s headquarters.

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Exhibit C
Functional Specifications

This Exhibit C is an exhibit to the CLEANTELLIGENT SUBSCRIPTION AGREEMENT between CleanBrain Software, Inc. (hereinafter “CleanBrain”) and the company or individual placed on the attached Online CleanTelligent Order Form (hereinafter “Client”) and all exhibits and addendums thereto including, but not limited to, the Online CleanTelligent Order Form, as determined by CleanBrain (hereinafter “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:

1. Facilitates communication between two or more parties.
2. Upon choosing certain notification preferences and/or entering certain information in specific areas, 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.

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