

CLEAR RISK CLAIMS SERVICES AGREEMENT

THIS AGREEMENT is made at Saint John, in the Province of New Brunswick, this 4th day of FEBRUARY, 2013.

BETWEEN:

CLEAR RISK INC., a body corporate, organized and existing under the laws of the Province of Newfoundland and Labrador ("ClearRisk")

of the first part

AND:

The City of Saint John, a body corporate, by Royal Charter.
("Client")

of the second part

WHEREAS:

- A. ClearRisk provides a software product that manages claims and risk information ("ClearRisk Claims"); and
- B. ClearRisk has agreed to licence to Client and Client has agreed to licence from ClearRisk pursuant to the terms and conditions contained herein.

WITNESSETH that for and in consideration of the sum of one dollar (\$1.00) and the respective covenants and agreements of the parties contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), it is hereby agreed as follows:

1 Interpretation

1.1 Definitions

- a "Business Day" means any day other than Saturday, Sunday or a day that is a statutory holiday as observed by the City of St. John's, in the Province of Newfoundland and Labrador.
- b "ClearRisk" means Clear Risk Inc.
- c "Client" means The City of Saint John.
- d "ClearRisk Claims" has the meaning as set out in recital A. of this Agreement.
- e "Confidential Information" means any information, data, or know-how disclosed by one party (the "Discloser") to the other party (the

“Recipient”), including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances. Confidential Information does not include information, technical data or know-how which:

- i is in the possession of the Recipient at the time of disclosure as established by the Recipient’s files and records immediately prior to the time of disclosure;
 - ii prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the Recipient; or
 - iii is approved for public release by Discloser in writing.
- f “Discloser” has the meaning as set out in Subsection 1.1e.
 - g “Event of Default” has the meaning set out in Section 8.1 hereto.
 - h “Party” means ClearRisk or Client and “Parties” ClearRisk and Client.
 - i “Policy” has the meaning as set out in Subsection 9.6a hereto.
 - j “Protected Parties” shall have the meaning set out in Section 9.4 hereto.
 - k “Recipient” has the meaning as set out in Subsection 1.1e.

1.2 Schedules and Recitals

The recitals to this Agreement are hereby incorporated into and form part of this Agreement. The following Schedules are attached hereto and form part of this Agreement:

Schedule “A”	Salesforce.com Additional Terms
Schedule “B”	Pricing of ClearRisk Claims

For greater certainty, Client acknowledges and agrees that the terms and conditions set forth in the attached Schedule “A” form part of this Agreement and Client agrees to be bound by those terms and conditions. Client acknowledges and agrees that the terms set out in the attached Schedule “A” terms imposed upon ClearRisk by its suppliers and a breach by Client of the terms and conditions set forth therein could impact and/or prevent Client from being able to access ClearRisk Claims.

2 Term

2.1 Term of Agreement

This Agreement comes into force as of the date hereof and has a term of three years from the date on which this Agreement comes into force unless it is renewed in accordance with the provisions of Section 2.2 hereto.

2.2 Renewal unless cancelled

This Agreement shall renew for succeeding one year terms unless a Party notifies the other Party in writing of its intention not to renew this Agreement no less than thirty (30) days prior to the next renewal date.

3 Grant of License

ClearRisk hereby grants to Client, subject to the terms and conditions of this Agreement (including the schedules attached hereto), a non-exclusive, non-transferable licence to use ClearRisk Claims.

4 Licence Fee

Client agrees to pay the fees and other charges for ClearRisk Claims and other services provided under this Agreement as specified in Schedule "B". All amounts payable hereunder are exclusive of any and all taxes, and Client is responsible for payment of such taxes (excluding taxes based on ClearRisk's net income). All prices are stated, and Client shall pay, in Canadian dollars. Payment received by ClearRisk after the due date shall be subject to a late fee equal to one and one-half percent (1.5%) per month, or, if less, the maximum amount allowed by applicable law. At the end of the initial three year term of this Agreement and any subsequent one year terms, ClearRisk may adjust the fee payable under this Agreement by providing Client written notice of such adjustment at least sixty (60) days prior to the beginning of the new term.

5 Intellectual Property

5.1 ClearRisk Claims

Subject to the limited rights expressly granted hereunder, ClearRisk reserves all rights, title and interest in and to ClearRisk Claims, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth in this Agreement. ClearRisk retains all right, title and interest in and to ClearRisk Claims at all times, and regardless of the form or media in or on which the original or other copies may subsequently exist. Finally, any suggestions, ideas or inventions that Client, its employees or agents, voluntarily and optionally disclose to ClearRisk through any means will be used, or not used, by us at ClearRisk's sole discretion; and, ClearRisk will have no obligation to Client, its employees and/or agents regarding any ideas or inventions that Client, its employees and/or agent disclose through such means.

5.2 Content

The Parties hereto agree that Client shall retain all right, title and interest in any and all data Client provides for inclusion in the ClearRisk Claims. ClearRisk agrees that it will not share any data it receives from Client with any other party.

6 Confidentiality

6.1 Use of Confidential Information

It is agreed that the Confidential Information will only be used in ClearRisk Claims. The Recipient also undertakes not to use the Confidential Information or to allow its use by a third party for any personal, commercial or other purposes, or for any other reason whatsoever.

6.2 Unauthorized Disclosure

The Recipient agrees not to use the Confidential Information for any purpose other than that set forth in Section 6.1 of this Agreement. The Recipient will not disclose any Confidential Information to third parties except those directors, officers, employees, consultants and agents of the Recipient who are required to have the information in order to carry out the purpose set forth in Section 6.1 of this Agreement. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Recipient utilizes to protect its own Confidential Information of a similar nature. The Recipient agrees to notify the Discloser in writing of any misuse or misappropriation of such Confidential Information that may come to its attention immediately upon discovery thereof.

6.3 Non-Discretionary Disclosure

Notwithstanding any of the foregoing provisions, the Recipient shall be entitled to make such disclosure, announcement, statement or communication which it reasonably believes is required by law or by any governmental or other regulatory authority provided that it first gives to the Discloser, if affected by the same, such advance notice thereof as is reasonably practicable in all the circumstances and provided that the Recipient uses all reasonable endeavours to comply with all reasonable directions of the Discloser regarding any action which the Discloser may wish to be taken to challenge legally the validity of such requirement.

7 Disclaimer of Warranty

USE OF CLEARRISK CLAIMS IS AT CLIENT'S OWN RISK. CLEARRISK PROVIDES

CLEARRISK CLAIMS ON AN "AS IS", "WHERE IS", BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT. CLEARARRISK ALSO DISCLAIMS ALL LIABILITY WITH REGARD TO CLIENT'S VIEWING OF ANY WEB SITES THAT MAY BE LINKED FROM CLEARARRISK CLAIMS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. CLEARARRISK MAKES NO WARRANTY THAT CLEARARRISK CLAIMS IS ACCURATE, TIMELY, UNINTERRUPTED OR ERROR-FREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF CLEARARRISK CLAIMS WILL BE RELIABLE, THE QUALITY OF ANY PRODUCTS OBTAINED OR PURCHASED THROUGH THE USE OF CLEARARRISK CLAIMS WILL MEET CLIENT'S EXPECTATIONS OR ANY ERRORS IN CLEARARRISK WILL BE CORRECTED.

8 Default and Termination

8.1 Events of Default

The Parties agree that an Event of Default shall include:

- a a breach by Client or ClearRisk of a term of this Agreement (including the Schedules);

8.2 Termination by Party upon Event of Default

- (i) Upon the occurrence of an Event of Default attributable to Client under this Agreement, then ClearRisk may issue a notice in writing of default and on failure of Client to remedy the same or cause the same to be remedied within thirty (30) Business Days' after the issuance of the notice, ClearRisk may at its option terminate this Agreement by notifying the Client in writing of its election so to do. In the event that this Agreement is terminated, such termination shall not prevent ClearRisk from collecting from Client any sums or payments accrued prior to termination.
- (ii) Upon the occurrence of an Event of Default attributable to ClearRisk under this Agreement, then Client may issue a notice in writing of default and on failure of ClearRisk to remedy the same or cause the same to be remedied within thirty (30) Business Days' after the issuance of the notice, Client may at its option terminate this Agreement by notifying ClearRisk in writing of its election so to do. In the event that this Agreement is terminated, such termination shall not relieve Client of any obligations that have accrued as of the date of such termination, including, without limitation, any sums or payments then due.

8.3 Irreparable Harm

Client agrees that should it breach or violate any obligations set out in this Agreement, ClearRisk may be irreparably harmed and that such harm may not be adequately compensated for in damages. Client further agrees that in the event that Client breaches its obligations set out in this Agreement, ClearRisk may have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have at law or equity.

9 Indemnification and Insurance

9.1 Indemnification by Client

Client agrees that it shall at all times promptly indemnify and hold ClearRisk safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims, demands, suits, damages (incidental, direct, indirect, special, consequential or otherwise), losses, injuries, expenses (including, without limitation, legal fees on a solicitor and own client basis) or otherwise which may be brought against or suffered by ClearRisk for, arising from or in any way connected with a breach by Client or of this Agreement.

9.2 Indemnification by ClearRisk

ClearRisk agrees that it shall at all times promptly indemnify and hold Client safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims, demands, suits, damages (incidental, direct, indirect, special, consequential or otherwise), losses, injuries, expenses (including, without limitation, legal fees on a solicitor and own client basis) or otherwise which may be brought against or suffered by Client for, arising from or directly connected with a breach by ClearRisk or of this Agreement.

9.3 Indemnification of Third Party Claims - Client

Client agrees that it shall at all times promptly indemnify and hold ClearRisk safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims, demands, suits, damages (incidental, direct, indirect, special, consequential or otherwise), losses, injuries, expenses (including, without limitation, legal fees on a solicitor and own client basis) or otherwise which may be brought against or suffered by ClearRisk for, arising from or in any way connected with Client's use of ClearRisk Claims.

9.4 Indemnification of Third Party Claims – ClearRisk

Subject to Sections 7, and 9.5, ClearRisk agrees that it shall at all times promptly indemnify and hold Client safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims, demands, suits, damages (incidental, direct, indirect, special, consequential or otherwise), losses, injuries, expenses (including, without limitation, legal fees on a solicitor and own client basis)

or otherwise which may be brought against or suffered by Client for, arising from or directly connected with a breach by ClearRisk of this Agreement.

9.5 Limitation of Liability

IN NO EVENT WILL A PARTY, OR THE PARTY'S DISTRIBUTORS, DISTRIBUTEES, SUPPLIERS (INCLUDING WITHOUT LIMITATION, SALESFORCE.COM), MERCHANT BUSINESS ASSOCIATES, ADVERTISERS, THIRD PARTY DEVELOPERS OR DISTRIBUTORS OF SUPPORTED SOFTWARE, OR ANY OF THE FOREGOING ENTITIES' OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (COLLECTIVELY "PROTECTED PARTIES") BE LIABLE FOR ANY INDIRECT DAMAGES, INCLUDING, BY WAY OF ILLUSTRATION AND NOT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LEGAL FEES, ARISING OUT OF CLEARARRISK'S PRIVACY STATEMENT OR CLIENT'S USE OR INABILITY TO USE CLEARARRISK CLAIMS EVEN IF A PROTECTED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PROTECTED PARTIES' MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT, EXCEED THE LESSER OF \$7,500.00 OR THE REVENUE ACTUALLY RECEIVED BY CLEARARRISK DIRECTLY ATTRIBUTABLE TO CLEARARRISK CLAIMS.

9.6 Insurance

ClearRisk agrees that:

- a That the property, assets, undertakings, activities and liability of ClearRisk are insured against risks, loss and/or damages under a policy of insurance (the "Policy") with insurers who are satisfactory to Client in amounts, for risks and otherwise on terms which are reasonable in relation to such assets and activities of ClearRisk and as is prudent having regard to the business conducted by ClearRisk. ClearRisk has a \$2,000,000 CGL and E&O.
- b That the Policy will, at a minimum, carry limits of not less than two million dollars (\$2,000,000.00) per claim and have a deductible of not more than ten thousand dollars (\$10,000.00).
- c That Client is named as an additional insured under the general liability insurance provisions of the Policy with respect to liability arising from or out of the ClearRisk Claims by Client.
- d That the Policy shall apply as primary insurance and contain an undertaking by the insurers to notify Client in writing not less than thirty (30) days' prior to any material change, cancellation or termination and that ClearRisk itself will notify Client within 48 hours of receipt of notification by insurers of any cancellation or termination of the Policy.

- e That certificates of insurance, together with copies of the coverage sheet, policy and any amending endorsements, in a form acceptable to Client, will be delivered to Client and ClearRisk upon execution of this Agreement, and upon every renewal of the Policy for so long as this Agreement remains in effect.
- f That there has been no default or failure by the party or parties insured under the provisions of such Policy which would prevent the recovery by the Party or Parties insured there under of the full amount of any insured loss.

10 Miscellaneous

10.1 Further Assurances

The Parties and each of them shall at any time and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required so as to accomplish and carry into effect the intentions of this Agreement.

10.2 Waiver of Breach

No delay or omission of either of the Parties to exercise any right or power accruing upon any default or breach under this Agreement shall impair any such right or power or shall be construed to be an acquiescence therein or waiver of any such default or breach or of any right or power accruing upon any such default or breach or any subsequent default or breach under this Agreement.

10.3 Waiver of Terms

None of the conditions, covenants or agreements contained in this Agreement may be waived in whole or in part unless such waiver be in writing and signed by the Party in whose favor the representations, warranties, conditions, covenants or agreements so waived operate.

10.4 Assignment and Sublicences

Client shall not be permitted to assign this Agreement or any of its obligations hereunder, without the prior written consent of ClearRisk, which consent may be withheld by ClearRisk in its sole discretion. Client also agrees that it shall not have the right to grant sublicences under this Agreement.

10.5 Notice

Any notice or other document required or permitted to be given to any party hereunder shall be validly given if delivered personally (including by courier service) or sent by facsimile transmittal addressed to the addressee thereof at the following respective addresses:

(a) if to ClearRisk at:

40 Aberdeen Avenue
Suite 006
St. John's, NL
Canada A1A 5T3

Attention: Ray Dillon
Email: rdillon@clearrisk.com
Fax: (709)730-3542; and

(b) if to Client at:

15 Market Square
P.O. Box 1971
Saint John, New Brunswick
E2L 4L1

Attention: Ian Fogan
Email: ian.fogan@saintjohn.ca
Phone: (506)632-6845
Fax:

Any notice or other document if delivered shall be deemed to have been received by and given to the addressee on the date of delivery, and if given by facsimile transmittal shall be deemed to have been received by and given to the addressee on the next Business Day following the day of sending. Any party may at any time give notice in writing to the others of any change of address for these purposes. In the event of actual or threatened postal interruption in Canada, no such notice shall be deemed to have been received until it has in fact been received by the party for whom it is intended.

10.6 Rules of Interpretation

Words importing the singular number shall include the plural and vice versa and words importing the use of any gender shall include all genders. Headings used in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any other purpose including, without limitation, its interpretation. Expressions such as "hereof", "hereunder" and "hereby" shall be construed as referring to the entire Agreement and not only to the particular Article, section, subsection or clause in which they appear. In determining beneficial ownership by a person, such person shall be considered as having a beneficial ownership interest in the assets of any company controlled, directly or indirectly, by such person. This Agreement shall not be construed or interpreted so as to create any rights to or be enforceable by any person who or which is not now, or does not in future become, a party to this Agreement.

10.7 Governing Law

This Agreement shall be construed in accordance with the laws of the Province of New Brunswick and the laws of Canada applicable therein and each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of such Province.

10.8 Business Days

In the event that any act is required hereunder to be done, any notice is required hereunder to be given, or any period of time is to expire hereunder on any day that is not a Business Day, such act shall be required to be done or notice shall be required to be given or time shall expire on the next succeeding Business Day.

10.9 Severability

The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part thereof, and any such invalid or unenforceable provision or part thereof shall be deemed to be separate, severable and distinct, and no provision or part thereof shall be deemed dependent upon any other provision or part thereof unless expressly provided for herein.

10.10 Counterparts and Facsimiles

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement, and may be delivered by any of the parties to any other party by facsimile transmittal.

10.11 Time of the Essence

Time shall in all respects be of the essence of this Agreement.

10.12 Currency

All dollar amounts referred to herein refer to lawful money of Canada.

10.13 Enurement

This Agreement and everything contained herein shall enure to the benefit of and be binding upon each of the Parties hereto and their respective successors and permitted assigns as fully and as effectually as if the same had been mentioned herein.

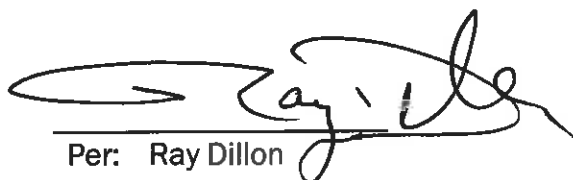
10.14 Entire Agreement


This Agreement, including the schedules attached hereto, is the entire agreement between the parties made to date regarding the subject matter and supersedes any prior agreements or understandings between the parties relating to its subject matter. No modification or variation of this Agreement shall be effective unless in writing signed by the Parties.


IN WITNESS WHEREOF the signature of a duly authorized director of each of ClearRisk and Client were hereunto affixed in accordance with their rules and regulations in that behalf contained, the day and year first before written.

CLEAR RISK INC.

City of Saint John


Per: Ray Dillon


Per: Mayor


Per: Common Clerk



Resolution Date: FEBRUARY 4th, 2013



Schedule "A" to ClearRisk Claims Services Agreement – Additional Terms – Salesforce.com Terms

Customer Full Legal Name:	City of Saint John
Customer Address:	15 Market Square, P.O Box 1971, Saint John, New Brunswick, E2L 4L1

These SFDC Service Terms of Use ("Agreement") are between salesforce.com, inc., a Delaware corporation with its principal place of business at The Landmark @ One Market, Suite 300, San Francisco, California 94105 ("SFDC") and the party named above. This Agreement is effective, once the Agreement is signed by Customer below, as of the Acceptance Date (the "Effective Date").

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"AppExchange" means the online directory of applications that interoperate with the Services, located at <http://www.salesforce.com/appexchange> or at any successor websites.

"Customer" means the non-SFDC party named above and its Affiliates.

"Customer Data" means all electronic data or information submitted by Customer to the Services.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Acceptance Date" means the date on which SFDC accepts an order from the Reseller for Services subscriptions on behalf of Customer.

"Reseller" means the independent entity from which Customer has purchased subscriptions to the Services.

"Services" means the online, Web-based platform services provided by SFDC via <http://www.salesforce.com> and/or other designated websites as described in the User Guide, that are ordered by Customer from a Reseller, including associated offline components defined as part of the Services in the User Guide but excluding Third Party Applications.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties including but not limited to Reseller, interoperate with the Services, including but not limited to those listed on the AppExchange.

"User Guide" means the online user guide for the Services, accessible via <http://www.salesforce.com>, as updated from time to time.

"Users" means individuals who are authorized by Customer to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by Customer (or by SFDC at Customer's request). Users may include but are not limited to employees, consultants, contractors and agents of Customer, or third parties with which Customer transacts business.

2. SERVICES

- a. **Provision of Services.** Subject to Customer's payment of all applicable fees and its compliance with the terms of this Agreement, SFDC shall make the Services available to Customer pursuant to this Agreement.
- b. **User Subscriptions.** Services are User subscriptions and may be accessed by no more than the specified number of Users. Additional User subscriptions that are added during the subscription

term will be prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and the added User subscriptions shall terminate on the same date as the pre-existing User subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

- c. **SFDC Responsibilities.** SFDC shall: (i) provide to Customer basic support for the Services at no additional charge. SFDC will not provide support for any Third Party Applications, including but not limited to an application provided to Customer by Reseller, or any customizations, extensions or and code provided by any third party, including but not limited to Reseller. SFDC will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SFDC shall give at least 8 hours notice via the Services and which SFDC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond SFDC's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), or Internet service provider failures or delays. SFDC will provide the Services only in accordance with applicable laws and government regulations.
3. **Customer Responsibilities.** Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SFDC promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. Customer shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. THIRD-PARTY PROVIDERS

- a. **Acquisition of Third-Party Products and Services.** Any acquisition by Customer of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services provide to Customer by Reseller, and any exchange of data between Customer and any third-party provider, including but not limited to Reseller, whether directly or indirectly by way of an application provided by Reseller or otherwise, is solely between Customer and the applicable third-party provider. SFDC does not warrant or support third-party products or services, whether or not they are designated by SFDC as "certified" or otherwise, and whether or not they come from an authorized SFDC Reseller.
- b. **Third-Party Applications and Customer Data.** If Customer installs or enables Third-Party Applications for use with Services, including but not limited to applications provided to Customer by Reseller, Customer acknowledges that SFDC may allow providers of those Third-Party Applications to access Customer Data as required for the interoperation of such Third Party Applications with the Services. SFDC shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third-Party Application providers or through such providers' applications.
- c. **Google Services.** Service features that interoperate with Google services depend on the continuing availability of the Google application programming interface ("API") and program for use with the Services. If Google Inc. ceases to make the Google API or program available on reasonable terms for the Services, SFDC may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

5. SERVICE TERMS

- a. **User Subscriptions.** If Customer is in breach of this Agreement SFDC may, without limiting its other rights and remedies, suspend Customer's access to the Services upon notice to Customer.

6. PROPRIETARY RIGHTS

- a. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- b. **Restrictions.** Customer shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- c. **Ownership of Customer Data.** As between SFDC and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data.
- d. **Suggestions.** SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services.
- e. **Federal Government End Use Provisions.** SFDC provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with SFDC to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

7. CONFIDENTIALITY

- a. **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data; Confidential Information of SFDC shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- b. **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- c. **Protection of Customer Data.** SFDC shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. SFDC shall not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law in accordance with the "Compelled Disclosure" section below or as expressly permitted in

writing by Customer, or (c) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

- d. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- a. **SFDC Warranties.** SFDC warrants that (i) the Services shall perform materially in accordance with the User Guide, and (ii) subject to the "Google Services" section above, the functionality of the Services will not be materially decreased during a subscription term. For any breach of either such warranty, Customer's exclusive remedy from SFDC shall be to terminate this Agreement as provided in the "Termination for Cause" section below.
- b. **Mutual Warranties.** Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).
- c. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. MUTUAL INDEMNIFICATION

- a. **Indemnification by SFDC.** SFDC shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim; provided that Customer (a) promptly gives SFDC written notice of the Claim, (b) gives SFDC sole control of the defense and settlement of the Claim (provided that SFDC may not settle or defend any Claim unless it unconditionally releases Customer of all liability), and (c) provides to SFDC all reasonable assistance, at SFDC's expense.
- b. **Indemnification by Customer.** Customer shall defend SFDC against any Claim made or brought against SFDC by a third party alleging that the Customer Data, or Customer's use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify SFDC for any damages finally awarded against, and for reasonable attorney's fees incurred by, SFDC in connection with any such Claim; provided that SFDC (a) promptly gives Customer written notice of the Claim, (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases SFDC of all liability), and (c) provides to Customer all reasonable assistance, at Customer's cost.
- c. **Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

10. LIMITATION OF LIABILITY

- a. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID BY CUSTOMER TO RESELLER FOR THE SFDC SERVICES, OR

WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF \$500,000 OR THE AMOUNT PAID BY CUSTOMER TO RESELLER FOR THE SFDC SERVICES IN THE 12 MONTHS PRECEDING THE INCIDENT.

- b. **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

- a. **Term of Agreement.** This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with an applicable Reseller Order have expired or been terminated.
- b. **Term of User Subscriptions.** User subscriptions commence on the start date specified in Reseller's order to SFDC for such subscriptions and continue for the subscription term specified therein.
- c. **Termination for Cause.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- d. **Return of Customer Data.** Upon request by Customer made within 30 days after the effective date of termination, SFDC will make available to Customer for download a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, SFDC shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.
- e. **Surviving Provisions.** The sections titled "Proprietary Rights," "Confidentiality," "Warranties and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Return of Customer Data," "Surviving Provisions" and "General Provisions" shall survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

- a. **Export Compliance.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each of SFDC and Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Customer shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.
- b. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- c. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- d. **Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the first business day after sending by email. Notices to SFDC shall be addressed to the attention of its VP, Worldwide Sales Operations, with a copy to its General Counsel. All notices to Customer shall be addressed to the relevant Service system administrator designated by Customer. Legal Notices to Customer shall also be addressed to Customer's signatory of this Agreement or any person designated beneath the signature area below.

- e. **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- f. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- g. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- h. **Governing Law.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.
- i. **Venue; Waiver of Jury Trial.** The state and federal courts located in San Francisco County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.
- j. **Entire Agreement.** This Agreement constitutes the entire agreement between SFDC and Customer and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter between SFDC and Customer. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

CUSTOMER

By: _____

Print Name: _____

Title: _____

Date: _____

Name and/or title of person authorized to receive Legal Notices for customer (if different from above):

Schedule "B" to ClearRisk Claims Services Agreement – Pricing of ClearRisk Claims

1. **Annual Base Software License:** \$7,500 per year (includes 1 administrative user, 1 delegate user and e-form incident reporting)
2. **Account Creation & Setup, Data Import & Customization:** \$5000.
3. **Taxes:** The prices quoted are net of any applicable taxes.

COUNTY OF SAINT JOHN

PROVINCE OF NEW BRUNSWICK

I, Ray Dillon of the City of St. John's and Province of Newfoundland and Labrador, MAKE OATH AND SAY:-

1. THAT I am the CSMO of Clear Risk Inc., the contractor named in the foregoing instrument and have custody of the corporate seal of the said company and am duly authorized to make this affidavit.

2. THAT the seal affixed to the foregoing agreement and purporting to be the corporate seal of Clear Risk Inc., is the corporate seal of the said Clear Risk Inc., the contractor named in the foregoing instrument and it was affixed by the officer authorized to so affix the seal.

3. THAT the signature "Ray Dillon" subscribed to the said instrument is my signature and as CSMO I am duly authorized to execute the said instrument.

4. THAT the said document was executed as aforesaid at the City of St. John's in the Province of Newfoundland and Labrador on the 7th day of February, 2013.

SWORN TO before me at the
St. John's in the Province of
Newfoundland and Labrador,
this 7th day of

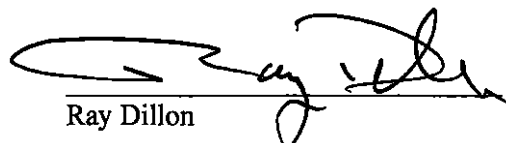
FE **DEANNE AYLWARD**

A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2016.

Deanne Aylward

Commissioner of Oaths

Being a Solicitor


Ray Dillon



CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS

City of Saint John

PO Box 1971

2A. INSURED'S FULL NAME AND MAILING ADDRESS

Clear Risk Inc.

P.O. Box 28185, St John's, NL A1B 4J8

2B. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS
(but only with respect to the operations of the Named Insured)

Confirmation of Coverage

Saint John

NB

POSTAL
CODE

E2L 4L1

3. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE (M/d/yyyy)	EXPIRY DATE (M/d/yyyy)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	Trisura Guarantee Insurance Company HOP1000001	1/5/2013	1/5/2014	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE EACH OCCURRENCE PRODUCTS AND COMPLETED OPERATIONS AGGREGATE PERSONAL AND ADVERTISING INJURY LIABILITY MEDICAL PAYMENTS TENANTS LEGAL LIABILITY NON OWNED AUTOMOBILE	\$1,000	\$2,000,000 \$2,000,000 \$2,000,000 \$25,000 \$100,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> <input type="checkbox"/> ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM (specify)				EACH OCCURRENCE AGGREGATE		
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> Errors & Omissions Liability <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Trisura Guarantee Insurance Company HPL1000002	1/5/2013	1/5/2014		\$2,500	\$2,000,000

4. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

5. BROKER'S FULL NAME AND MAILING ADDRESS

Wedgwood Insurance Limited

P.O. Box 13370 85 Thorburn Road

St John's

NL

POSTAL
CODE

A1B 4B7

6. ADDITIONAL INSURED NAME AND MAILING ADDRESS

City of Saint John

PO Box 1971

BROKER'S CLIENT ID: LIVYE-1

Saint John

NB

POSTAL
CODE

E2L 4L1

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

PRINT NAME

Jeanette V. Dawe

POSITION HELD

Account Manager - IBU

DATE

February 15, 2013

Wedgwood Insurance Limited

EMAIL ADDRESS

jvdawe@wedgwoodinsurance.com

CONTACT NUMBER

HOME
BUSINESS (709) 753-3210

CELL

FAX (709) 753-4406



TRISURA
GUARANTEE INSURANCE COMPANY

NOTICE OF TERMINATION TO THIRD PARTIES ENDORSEMENT

Endorsement No.: 4
Policy No.: HOP1000001

Effective Date Of Endorsement: January 5, 2013

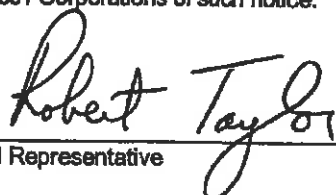
Issued To: Clear Risk Inc.

In consideration of the premium charged, it is hereby understood and agreed that the Insurer will mark its records to indicate that:

City of Saint John
PO Box 1971
Saint John, NB
E2L 4L1

is/are to be given notice concerning the termination or cancellation of the attached Policy as an entirety whether such termination or cancellation is effected by notice from the Insured or by the Insurer and the Policy shall be deemed to remain in force until at least 30 days after receipt by said Companies / Corporations of such notice.

All other terms and conditions remained unchanged.



Authorized Representative