

**ClearRisk/City of Saint John  
Agreement Addendum**

**CLAIMS MANAGEMENT  
SYSTEM**

THIS ADDENDUM made at the City of St. John's, Province of Newfoundland and Labrador  
this \_\_\_\_\_ day of March 2019

BETWEEN:

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

AND: The City of Saint John

WHEREAS ClearRisk and Client entered into the ClearRisk Claims Services Agreement  
dated the 4th day of February 2013 and the Addendum to the ClearRisk Claims Services  
Agreement dated the 26<sup>th</sup> day of January 2016 (the "Services Agreement");

AND WHEREAS the parties wish to amend the Services Agreement as more particularly set  
out herein;

NOW THIS ADDENDUM AGREEMENT WITNESSES that, for and in consideration of the  
mutual covenants and agreements contained herein, and for other good and valuable  
consideration (the receipt and sufficiency of which is hereby acknowledged), the parties  
hereto, being all of the parties to the Services Agreement, agree that the Services Agreement  
shall be amended as follows:

Article 2.1 be reverted back to its original form to the original ClearRisk Claims Services  
Agreement dated the 4<sup>th</sup> day of February 2013:

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.

Article 2.2 be kept as is in its current form after the initial term of this agreement  
commencing on February 4<sup>th</sup>, 2019.

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

Article 4.1 be added:

4.1 Annual Cost Escalation

Client agrees that all annual software license fees as specified in Schedule "B" will incur an annual price escalation of 5% annually.

Pricing of ClearRisk Claims to be increased by 10% immediately + 5% annual escalation to commence in 2020.

**1. 2019 Breakdown**

Item	# of Items	Current Cost	Cost + 10% increase
Primary Admin	1	\$6000	\$6600
Additional Admins	1	\$3000/user	\$3300/user
Delegate Users	2	\$500/user	\$550/user
Web Form(s)	1	\$1000	\$1100

This Addendum is supplementary to the Services Agreement and all other provisions of the Services Agreement shall remain in force, unless inconsistent with this present Addendum. Defined terms in this Services Amendment have the same meaning as the meaning given to them in the Services Agreement, unless otherwise expressly set forth in this Addendum.

IN WITNESS WHEREOF the parties have caused to be hereto affixed their respective corporate seals attested by the signatures of their duly authorized signing officers as of the date indicated first herein:

**The City of Saint John**

Per: \_\_\_\_\_

**ClearRisk Inc.**

Per: \_\_\_\_\_