



## **CLEARSITE™ Products THIRD PARTY PURCHASE LICENSE AGREEMENT ("LICENSE AGREEMENT")**

This legal document is an agreement between:

1. The consultant or contractor or third party ("**Consultant**") purchasing the Products on behalf of or for the purpose of customizing the Products for use by the Consultant's end user customer;
2. The Consultant's end-user customer for whom the product is purchased ("**Customer**"); and
3. **ConnectsUs Intranet Inc.**, of #719 – 1641 Lonsdale Avenue, North Vancouver, B.C. V7M 2J5, ("**ConnectsUs**")

for use of the Products.

### **Definition:**

1. ("**Product or Products**"): ClearSite™ is a collection of pre-populated documents and implementation tools delivered by electronic download or CD ROM with optional printed binder, for creating, delivering, and maintaining employee handbooks, company manuals, policies and procedures or intranet content, or the product known as QuickStart™, an employee manual template delivered by electronic download. The term "Products" also includes any documentation and upgrades, modified versions or updates that are received subsequent to original purchase.
2. ("**You(r)**"): The Consultant and Customer.

### **IMPORTANT: PLEASE READ THIS AGREEMENT. BY PURCHASING AND/OR OBTAINING THE PRODUCTS YOU ARE CONSENTING TO THE TERMS OF THIS AGREEMENT.**

In consideration of the license of the Products as described in this License Agreement, the parties agree as follows.

#### **1. Agreement.**

**1.1** This legal document is an agreement between Consultant, Customer and ConnectsUs. This agreement sets out the terms of use of Products, the modifications of the products by Consultant and the provision of such products to Customer by Consultant.

**1.2** Consultant agrees and acknowledges that Consultant agrees to the terms of this License Agreement and agrees to inform Customer about the terms of this License Agreement and inform their Customer that the Customer is also bound by the terms of this License Agreement.

#### **2. License.**

**2.1** ConnectsUs will charge Consultant a license fee for using the Products.

**2.2** ConnectsUs grants to Consultant and Customer, a non-exclusive license which permits Consultant and Customer to use the Products in the manner as described in section **3** ("**License Agreement**"). The Products are licensed, not sold. ConnectsUs, and not You owns the Products, which are protected by United States, Canadian and international copyright laws. You may use the Products only in the manner set out in the License Agreement. The License Agreement gives You no intellectual property rights to the Products.

### **3. License Agreement - Permitted and Prohibited Uses.**

**3.1** Licensing of Products entitles Consultant to either provide the Customer with the Products as is, or modify the Products and provide the Products and all modifications to Customer. Consultant acknowledges and agrees that it must purchase one copy of the Product for every Customer to which Consultant provides the Products. Consultant may not use the Products for the purposes of the business of the Consultant in Consultant's own organization and its affiliates. Licensing this Product does not allow the Consultant to enter into competition with ConnectsUs by selling the Product to third parties regardless of how Consultant has modified the Products and regardless of distribution methods. The Consultant may only provide the Products to Customer where Customer has been registered with ConnectsUs.

**3.2** Consultant acknowledges and agrees that they may not use the Products to create new products whether or not those products compete with the ConnectsUs Products, including but not limited to any products that incorporate any portions of the Products.

**3.3** You may make copies of the Products for backup purposes. Each copy made or distributed must contain ConnectsUs' copyright and other proprietary notices. You may make backup copies of the media on which the Products are stored. You may not modify, reverse engineer, decompile, disassemble, or commercially distribute, sublicense, resell or transfer the Products other than as specifically permitted under this License Agreement.

**3.4** Consultant and Customer acknowledges and agrees that the Products are to be used as a template or starting point, and must be customized to meet Customer's particular circumstances, needs, and local conditions. Consultant and Customer specifically acknowledge that the Products are not delivered in a state ready for commercial usage but only as a template to be modified to suit the Customer's circumstances. ConnectsUs recommends that both Consultant and Customer seek legal advice from local counsel to review their changes to the content or material derived from the Products prior to posting or using such customized content or material.

### **4. Support.**

**4.1** Support services are available to Customer only when Customer purchases an optional Annual Support Subscription. Support services are delivered by ConnectsUs, and other third party service providers and are available as follows:

- 4.1.1 Free email support (applicable to You) : E-mail support includes addressing basic questions. For clarification, troubleshooting or configuring third party applications or integrating same with the Products are not deemed to be basic questions covered by ConnectsUs.
- 4.1.2 Legislated updates and new documents or topics to reflect legislated changes provided by our legal partners. (applicable to Customer only and specifically not to Consultant)
- 4.1.3 New documents and document content and topics resulting from Product upgrades and emerging organizational topics. (applicable to Customer only and specifically not to Consultant)
- 4.1.4 Ability for end-user customer to re-download the latest version of original Product purchased.

("Support")

**4.2 Services** - More complex consultation and professional services ("**Services**") may be requested by You and ConnectsUs may provide such additional services at extra charge to You at ConnectsUs' standard rates, or may be referred to a third party.

### **5. Payment.**

**5.1** ConnectsUs will either charge Consultant's credit card for the Products' license fees or invoice Consultant for the Products' license fees or Services, whichever is applicable. If applicable, ConnectsUs will also invoice Consultant or Customer for any related or additional services. All ConnectsUs invoices are payable upon receipt. Any amounts outstanding after 15 days bear interest at a rate of 1.5% per month (18% per annum). The Consultant bears all taxes in relation to the Products, Support or Services.

## 6. Warranty.

**6.1** ConnectsUs warrants to Customer that all Support and Services shall be performed in full conformity with industry standards. In the event of non-performance and/or failure of ConnectsUs to perform the Support and Services in accordance with the Agreement, ConnectsUs shall, at no cost to Customer, re-perform or perform the Support and Services so that the Support and Services conform to the warranties. Otherwise, Customer's money will be returned. The warranty for the Support and Services is expressly limited to the value of the Support and Services, which the Customer agreed to purchase.

**6.2** ClearSite Complete™ Products are provided with a 30-day money back guarantee. Customer can exercise this guarantee if Customer is not satisfied with the ClearSite™ products. For full details about this guarantee refer to the "30-day guarantee" page as set out in the ConnectsUs website at [www.connectsUs.com](http://www.connectsUs.com). **Refunds will not be provided unless the steps for returning products set out on our website for returns, are followed.**

**6.3** No money back guarantee is provided for QuickStart™.

**6.4 CUSTOMER ACKNOWLEDGES THAT, BY PROVIDING THE PRODUCTS, SUPPORT AND SERVICES, CONNECTSUS IS NOT PROVIDING LEGAL ADVICE TO YOU AND IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE THE LEGALITY OF CONTENT DERIVED OR GENERATED BY USING THE PRODUCTS. OTHER THAN THE WARRANTIES EXPLICITLY SET OUT IN SECTION 6.1 AND 6.2 ABOVE, THE PRODUCTS, SUPPORT AND SERVICES ARE SUPPLIED WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND INCLUDING THOSE REGARDING NONINFRINGEMENT OF THIRD PARTY RIGHTS, DURABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**6.5 LIABILITY OF CONNECTSUS FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (in contract, tort or otherwise) INCURRED IN CONNECTION WITH THIS LICENSE AGREEMENT, THE USE OF THE PRODUCTS, SUPPORT OR SERVICES PROVIDED BY CONNECTSUS SHALL BE LIMITED TO THE LICENSE FEE OR THE COST OF THE SUPPORT AND SERVICES PROVIDED.**

**6.6 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS.**

**7. Termination.** The license is effective until terminated. You may terminate it at any time by destroying the Products together with all copies, modifications, and merged portions in any form. It will also terminate if you fail to comply with any term or condition of this License Agreement. You agree upon such termination to destroy the Products together with all copies, modifications, and merged portions in any form.

## 8. Miscellaneous.

**8.1 Whole Agreement.** Except as described below, this License Agreement is the only agreement between You and ConnectsUs pertaining to the use of the Products or the Support and Services. Certain provisions of the ConnectsUs website specifically referenced in this License Agreement are deemed to be part of this License Agreement. Where there is a conflict between such website provisions and this License Agreement, this License Agreement prevails to the extent necessary to resolve any inconsistency.

**8.2 Governing Law.** This Agreement is governed by and subject to the exclusive jurisdiction of the laws of the Province of British Columbia, Canada.

**8.3 Force Majeure.** Dates or times by which either party is required to perform under this Agreement, excepting the payment of any fees or charges due hereunder, may be postponed to the extent that any party is prevented from meeting them by causes beyond its reasonable control.

**8.4 Non-Assignable.** This License Agreement is not assignable by You, and any attempted or alleged assignment by You is void. Consultants should note that providing or transferring a copy of the Products to another party for monetary payment and without, without first paying for such Product is violating the terms of this License Agreement. Transferring a copy of the Products to another party is a violation of the terms of this License Agreement.

**8.5 No Agency.** The parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture, agency or partnership and neither party has the right to bind or act for the other as agent or in any other capacity