



Clear Biz
by Trilobyte Solutions Inc.

Trilobyte Solutions Inc. Authorization Agreement

Please read and complete all the fields of this Authorization Agreement unless otherwise noted.

Trilobyte Solutions Inc. will cancel this agreement if any fields are incomplete or unsigned.

By submitting this agreement, you acknowledge and agree to all of the *Terms & Conditions* (last two pages of agreement) of Trilobyte Solutions Inc., in particular agree to be bound by the waivers and limitations of this agreement by Trilobyte Solutions Inc.

COMPANY INFORMATION (PRINT)

Client Name: _____

Company Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Fax (if applicable): _____

Email: _____

TYPE OF SERVICE(S)

(Check any appropriate box(es) below.)

Conversion: Converting Clear Biz data file from an older version of Clear Biz to current version of Clear Biz. Please include release number as well for both (i.e. 6.0.681).

Converting from: Clear Biz _____ to Clear Biz _____

Repair: Clear Biz data file is corrupt and needs to be repaired.

Evaluation: Troubleshooting issues in Clear Biz not related to conversion or repair

A) We will evaluate your Clear Biz problem(s) by using *join.me*.

join.me is a secure and live assistance technology that allows a member of our support staff to instantly connect, view and control your computer. You will be provided with a code to use on www.join.me to connect your and our computers.

B) We understand that your time is valuable and we will work as quickly as possible towards a resolution.

Detailed description of problem: Please be specific and include dates and references.

(If you need more space, write it on another sheet of blank paper and attach it to this agreement.)

Importing: Import large or multiple clients' files into Clear Biz (\$89.99)

Importing from: _____

Trilobyte Solutions Inc. can import large or multiple client files into Clear Biz for a charge of \$89.99. We will match your files with the proper fields and import the data for you into your copy of Clear Biz. All imports will be verified and ready to use.

SUBMITTING YOUR CLEAR BIZ DATA FILE

(Please back up your data file before you submit your current data file to Trilobyte Solutions Inc.)

- 1) In Clear Biz, go to **Tools** menu and select **Data File Wizard**. Under *Data File Information*, you will see the location of your data file and remember it.
- 2) Find your data file in the specified location. Right-click on data file, go to **Send To** and select **Compressed (zipped) Folder**.
- 3) E-mail the zip folder including data file to us at techsupport@clear-biz.com. Be clear in your subject line (i.e. Clear Biz: Conversion Needed).

AGREEMENT SUBMISSION

It is important that you submit this agreement to Trilobyte Solutions Inc. as soon as possible, so we can begin processing. Without this agreement completed and signed in its entirety, the selected service(s) will be delayed.

When you have completed and signed this agreement form, please send an email to inquiries@clear-biz.com with this attached agreement.

Once we receive and review your agreement form, we will send you an email to confirm that we have received your agreement form.

Note: The email address above is not an alternative means of support and shall only be used for the above service.

TERMS & CONDITIONS

Trilobyte Solutions Inc. have entered into, or, concurrently herewith, will enter into an Authorization Agreement where Trilobyte Solutions Inc. will provide specific technical support services, including but not limited to conversion, repair, evaluation, importing, testing, recovery, and/or testing processes. Both parties acknowledge and agree that it is necessary for Customer to submit required Clear Biz data file in order to allow Trilobyte Solutions Inc. to perform the specific service(s) of data file and performance of services on the data file shall be subject to these terms and conditions.

1) Customer represents and warrants that : a) Customer owns the Clear Biz data file or authority to transfer data file to Trilobyte Solutions Inc.; (b) Customer will comply with all of Trilobyte Solutions Inc.'s technical and security procedures or requests for the transfer, conversion, migration, recovery, repair, retrieval, back-up, and/or testing of the data file

2) Confidential Information shall not include any information that is a) part of the public domain through no fault of Trilobyte Solutions Inc., b) known to Trilobyte Solutions Inc. prior to the date of Trilobyte Solutions Inc.'s receipt of the data file from Customer, c) independently developed by Trilobyte Solutions Inc. outside of Customer's submission of the Confidential Information, d) rightfully obtained by Trilobyte Solutions Inc. from third parties, or e) is disclosed by Customer to Trilobyte Solutions Inc. with written approval to disclose.

3) Trilobyte Solutions Inc. will use the Clear Biz data file solely for the purposes set forth in this Authorization Agreement (as shown by the check boxes on page 1 hereof). Trilobyte Solutions Inc. agrees to use reasonable and appropriate safeguards to prevent the disclosure of the Confidential Information to unauthorized recipients. The parties acknowledge and agree that Trilobyte Solutions Inc. will remove customer's data file from computer after data file has been repaired successfully.

4) Customer acknowledges and agrees that Trilobyte Solutions Inc. will destroy upon receipt any Clear Biz data file that Trilobyte Solutions Inc. reasonably believes to contain computer viruses. Customer agrees to keep an additional backup copy of its data file in its possession.

5) Disclaimer of Warranties. Because of the complex nature of the services, Trilobyte Solutions Inc. makes no representations or warranties that the services will be successful, customer's data file can or will be recovered or repaired, and/or the services will be completed within any specified timeframes. The service and any recovered or repaired data file provides hereunder are provided "as is", without warranty or any kind. Trilobyte Solutions Inc. makes no other warranty of any kind whatsoever. Trilobyte Solutions Inc. does not warrant that the services or data provided under these *Terms & Conditions* Agreement will be error free. Customer hereby waives and disclaims all other warranties, express and implied regarding the service, the data, electronic transmission, media, and/or any other related materials, information, or activities in connection with fulfilling obligations related to the service, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement of title, security, freedom from viruses, accuracy, and availability.

6) Limitation of Liabilities. In no event shall the cumulative liability of Trilobyte Solutions Inc. for damages under these Terms & Conditions Agreement for any cause whatsoever exceed the amount paid by customer for the service under these Terms & Conditions. In no event will Trilobyte Solutions Inc. be liable for, and customer hereby agrees to waive, any consequential, incidental, indirect, special, or punitive damages incurred by customer associated with the services and/or data file recovery or repair, including, but not limited to, lost profits or revenue, loss of data file, loss of use of money or products, losses due to inaccessibility of data file or software, loss of good will, or other incidental or consequential damages arising out of the service, even if Trilobyte Solutions Inc. has been advised of the possibility of such injuries relating to the services and/or recovered or repaired data file, whether caused by an failure of performance, error or omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure,

theft, destruction, or unauthorized access to, alteration of, or use of record, regardless of whether such losses expenses, claims, damages or injuries are bases in contract, warranty, tort, negligence, strict liability, indemnity, or otherwise. The limitations of damages set forth above are fundamental elements of the basis of these *Terms & Conditions* such that Trilobyte Solutions Inc. would not have accepted such data file or provides the services without such limitations.

7) These *Terms & Conditions* represent the entire Agreement and understanding between the parties related to the submission of Data to Trilobyte Solutions Inc. in performance of the Services and supersedes all prior discussions, agreements and understandings of any kind related thereto. The parties acknowledge and agree these *Terms & Conditions* between Trilobyte Solutions Inc. and Customer. These *Terms & Conditions* shall be governed exclusively by the laws of Canada, without reference to conflicts of law principles. In the event of a dispute or legal action between the parties, they agree to waive any objections to personal jurisdiction, and agree to service of process and venue in the applicable Canadian court(s). These *Terms & Conditions* may not be modified except by a written amendment signed by a duly authorized representative of Trilobyte Solutions Inc. Customer shall defend, indemnify and hold Trilobyte Solutions Inc. harmless with respect to any breach of its representations and warranties contained in these *Terms & Conditions*.

The person signing below on Customer's behalf represents and warrants that he or she has the authority to enter into such an agreement with Trilobyte Solutions Inc. set forth in these *Terms & Conditions*.

CUSTOMER

Company Name: _____

Contact Name (PRINT): _____

Title: _____

Signature: _____ Date: _____

mm / dd/ yy

Note: Clear Biz data file cannot be processed without an authorized signature. Sign above before submitting this agreement.

COMPANY (Trilobyte Solutions Inc.)

Contact Name (PRINT): _____

Title: _____

Signature: _____ Date: _____

mm / dd/ yy