

## Master Subscription Agreement

This Agreement details the terms of use for Your Practifi Subscription. This is a legal contract between You and Practifi.

If you register for a trial for our services, the applicable provisions of this agreement will also govern that trial.

By accepting this Agreement, either by clicking a box indicating your acceptance or by executing an Order Form that references this agreement, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on 19 December 2019. It is effective between You and Us as of the date of You accepting this Agreement.

## Definitions

**“Agreement”** means this Master Subscription Agreement and its appendices.

**“AppExchange”** means the online directory of on-demand applications that work with the service, located at <http://www.appexchange.com> or at any successor websites.

**“Business Hours”** means between the hours of 7am and 7pm in your Servicing Location.

**“Confidential Information”** means information (regardless of form) disclosed to or acquired by either party before or after the date of this agreement, whether orally, in writing or in electronic form, including any client data, business strategies and processes, system functionality, business operations, forecasts, projections but does not include information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party.

**“Data Model”** means the documented data structure of the Practifi Application, and such other information required for a person reasonably skilled in the Platform to transfer Your Data to an alternative application.

**“Documentation”** means the user guides, manuals and other documentation for the Practifi Application which details the operating environment and other information reasonably required for a licensee to operate the Practifi Application.

**“Maintenance Services”** means updates, upgrades, bug fixes to the Practifi Application.

**“Order Form”** means a document representing an initial order or add-on order for subscription to the Practifi Application and Support Services.

**“Personal Information”** means any information or opinion about a natural person (whether or not true) including "Personal Information" as defined in the Privacy Laws, which is collected or held by Practifi or that is disclosed by You, in connection with this Agreement.

**“Platform”** means the online, web-based platform service provided by Salesforce to Practifi in connection with Practifi’s provision of the Practifi Application to You.

**“Privacy Law”** means the Privacy Act 1988 (Cth) (as amended from time to time) and any other statute, regulation or law in Australia or the California Consumer Privacy Act which relates to the protection of Personal Information and which Practifi must observe.

**“Practifi”** means the contracting entity, as defined in section 9 of this Agreement.

**“Practifi Application”** means the Practifi application, including all listed order items, as further described in the Documentation.

**“Practifi Subscription”** means the combination of the Practifi Application, Maintenance Services and Support Services, as defined in this Agreement.

**“Salesforce”** means salesforce.com.

**“Salesforce Infrastructure”** means the computer software and hardware infrastructure owned and operated by Salesforce in which Your Data is stored.

**“Servicing Location”** means the location specified in your Order Form for the provision of Support Services.

**“Skuid”** means the toolkit available through skuid.com.

**“Support Services”** means Maintenance Services, support and administration services provided by Practifi in conjunction with the Practifi Subscription.

**“Users”** means Your employees, representatives, consultants, contractors, customers or agents who are authorized to use the Practifi Application subject to the terms of this agreement as a result of a subscription to the Practifi Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce or Practifi at Your request).

**“You” and “Your”** means the customer entity that has contracted to purchase subscriptions to use the Practifi Application and any third party to which you provide access to the Practifi Application.

**“Your Data”** means all electronic data or information submitted by You as and to the extent it resides in the Salesforce Infrastructure.

## 1. Introduction and Your Subscription

### 1.1 Introduction

The Practifi Application enables You to undertake business management, workflow, CRM and other related functions. The Practifi Application is a cloud-based application developed using Salesforce and operating in conjunction with the Salesforce App Cloud. In addition to this agreement, you will be subject to the terms and conditions of the SFDC Service Agreement (Appendix A) and the Skuid Service Agreement (Appendix B). Practifi reserves the right to update and add new features that change or enhance the Practifi Application at any time by providing written notice to You, and providing You with assistance reasonably requested by You. If functionality of any new features requires users of the Practifi Application to undertake additional training, Practifi must provide, at Your cost, such training as reasonably requested by You. Notwithstanding the above, Practifi will not deprecate any features with less than one hundred and eighty (180) days written notice.

### 1.2 Your Subscription

Subject to the provisions of this Agreement, Practifi hereby grants to You a non-exclusive, non-transferable limited subscription to use the Practifi Application and Documentation. You may not license, sublicense, sell, resell, transfer, assign, distribute, share or otherwise commercially exploit or make available to any third party the Practifi Application or Documentation in any way.

Pricing defined on the executed Order Form is for the Practifi Subscription.

### 1.3 Practifi Support

Your Practifi Subscription incorporates Support Services provisioned by Practifi. Support Services as they relate to any custom components, are defined in the Practifi Professional Services Agreement. Support Services are defined as;

- 1.3.1. updates, upgrades and defect fixes to the standard Practifi Application;
- 1.3.2. minor adjustments to the configuration of existing features within the Practifi Application;
- 1.3.3. minor mass updates to existing data held within the Practifi Application;
- 1.3.4. administration of user accounts;
- 1.3.5. access to the online Practifi knowledgebase;
- 1.3.6. access to the online Practifi support portal; and
- 1.3.7. installation of agreed apps from the Salesforce AppExchange and from approved Practifi partners.

### 1.4 Amendments to the Agreement

Practifi may amend the conditions of this Agreement at any time, by notice via email with changes posted at <https://www.practifi.com/msa/>.

If you do not agree with a modification to the Agreement, you must notify us in writing at [legal@practifi.com](mailto:legal@practifi.com) within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Agreement prior to modification for the remainder of your current term. Upon renewal, the Agreement published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

## 2. Intellectual Property Rights

### 2.1 Intellectual Property

The Practifi Application and underlying code comprising the Practifi Application are owned by Practifi and are protected by the copyright, patent, and trade secret laws of Australia and international treaties. Subject to exclusions contained in section 2.2 below, all right, title and interest in the Practifi Application (including copyright) is owned by Practifi, and includes all rights in the original structures and design incorporated by the Practifi Application to perform its essential functions. You acknowledge that you receive no such right, title or interest under this Agreement except for the specifically described limited

right of use, which may be revoked under the terms of this Agreement. The look and feel of the Practifi Application is also protected and you may not duplicate, copy, or reuse any portion of the HTML, CSS or visual design elements without express written permission from Practifi.

## 2.2 Acknowledgement of SFDC Licence

Practifi utilises Salesforce to provide the Practifi Application. This Agreement incorporates the terms and conditions of the Salesforce user licence that may be modified from time to time by Salesforce.

## 2.3 Your Content

Practifi claims no rights (including any intellectual property rights) over the client or employee information or other data You store and manage using the Practifi Application. Any content uploaded using the Practifi Application remains Yours. You are entirely responsible for the content you upload to the Practifi Application.

## 2.4 No Hacking, Misappropriation, Compliance with Law

You must not modify, adapt or hack the Practifi Application or falsely claim that you or any website you maintain is associated or affiliated with the Practifi Application. You agree not to reproduce, reverse engineer, duplicate, copy, sell, resell or exploit any portion of the Practifi Application, use of the Practifi Application or access to the Practifi Application. You are responsible for all activity occurring under Your user account and shall abide by all applicable local, state or federal laws, including those related to data privacy and use and transmission of personal data.

# 3. Cancellation, Reductions and Termination

## 3.1 Cancellation, Reductions and Renewal

You are responsible for properly cancelling or making reductions to your own account. This contract will automatically renew for a period of one year at the expiration of the initial contract term, unless written notice of termination or reduction is given by either party at least sixty (60) days prior to the expiration of the current term. Any reductions to your subscription can only be made at your contract renewal date and must be in accordance with the aforementioned notice periods. The per-unit pricing during any such renewal term shall be the same as that during the prior term, unless we have given You written notice of a pricing increase at least ninety (90) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

### 3.2 Termination

Without prejudice to any other rights, Practifi may terminate this Agreement if you fail to comply with any material terms and conditions of this Agreement. You may also terminate this Agreement if Practifi fails to comply with any material terms or conditions of this Agreement.

### 3.3 Payment Upon Termination

In no event will termination relieve You of Your obligation to pay any fees payable to Practifi for the period prior to the effective date of termination.

If Practifi, in accordance with Section 3.2, terminates this Agreement, or if You terminate this Agreement for any reason other than specified in Section 3.2, you will have to pay any fees covering the remainder of the current term and we will not refund You any prepaid fees.

If You, in accordance with Section 3.2, terminate this Agreement, you will not have to pay any fees covering the remainder of the term and we will refund You any prepaid fees covering the remainder of the current term after the effective date of termination.

### 3.4 Transition Out Assistance

On termination of this Agreement for any reason, we will provide You with all reasonable assistance You request to transition from the Practifi Application to another application at Your cost.

## 4. User Representations, Warranties & Indemnification

### 4.1 Representations and Warranties

You represent and warrant (i) that you are using the Practifi Application for lawful purposes and (ii) that you have provided accurate and complete information to Practifi when entering into this Agreement. By using the Practifi Application, you warrant that you have full right of any and all content you upload through, or distribute through, the Practifi Application and that you shall be solely responsible for the type, quality and accuracy of the content. You further acknowledge and agree that you shall be solely responsible for the security of passwords, policies and persons provided to you to access to the Practifi Application and the content contained therein.

Practifi represents and warrants that:

**4.1.1** the Practifi Application will perform in all material respects in

- accordance with its Documentation;
- 4.1.2 use of the Practifi Application does not and will not infringe the intellectual property rights of any person;
- 4.1.3 it will appoint sufficient staff of suitable training and skills to provide the Support Services;
- 4.1.4 the Practifi Application is and will at all times be fit for all purposes represented to You.

## 4.2 Indemnification

Practifi will, at its own expense, defend or settle any demand, claim, suit, action or proceeding by a third party against You that the Practifi Application or its Documentation or their use in accordance with the Subscription Agreement infringes the intellectual property rights of that third party (IPR Claim).

You will, at Your expense, defend or settle any demand, claim, suit, action or proceeding by a third party against Practifi if Your Data within the Practifi Application or any modifications that You make to the Practifi Application infringes the intellectual property rights of that third party (IPR Claim).

Practifi will, at its own expense, defend or settle any demand, claim, suit, action or proceeding by a third party against You, resulting from action taken directly by Practifi, related to a breach of privacy and/or confidentiality subject to the limits of liability in Section 7.2 herein.

## 5. Confidentiality and Customer Data Obligations

### 5.1 Confidentiality

- 5.1.1 A party must not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this agreement.
- 5.1.2 Each party agrees to take all steps reasonably necessary in order to protect the Confidential Information of the other party.
- 5.1.3 A disclosure by one party of Confidential Information of the other party to the extent required by law shall not be a breach of this agreement provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted).

### 5.2 Practifi Restrictions and Privacy Obligations

Practifi will maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Your Data as processed by the Practifi Application. Should You use the Practifi Application to transmit Your Data outside of the Practifi Application, Practifi is not responsible for the privacy, security or integrity of that copy of Your Data. Practifi shall not be responsible for data stored in Salesforce Infrastructure.

Practifi shall not:

- 5.2.1 modify Your data, except as requested by you;
- 5.2.2 disclose Your data, except as compelled by law or as expressly permitted in writing by You; or
- 5.2.3 access Your data, except at Your request in connection with customer support matters.

In addition, Practifi shall comply with all applicable laws in the provisioning of the Practifi Application to You.

To the extent relevant to this Agreement, Practifi shall:

- 5.2.4 Practifi acknowledges that to the extent it maintains, acquires, discloses, uses, or has access to any of Your Personally Identifiable Information (“PII”), as defined by state breach notification statutes, Practifi shall maintain reasonable security procedures and practices appropriate to the nature of the PII, and protect the PII from unauthorized access, destruction, use, modification, or disclosure.
- 5.2.5 at all times comply with its obligations under the Privacy Law.

### 5.3 Practifi Org Administration

In the event Practifi requires access to Your account, or to Your Data in order to administer or configure the Practifi Application as an admin user or by other means, Practifi must notify You and obtain your permission prior to accessing Your account.

### 5.4 Retention of Your Data

Practifi and Salesforce have no obligation to retain Your Data following 30 days after termination of Your final licence agreement with Practifi.

## 6. Limited Warranty, Exclusions

### 6.1 Limited Program Warranty



Except as excluded pursuant to section 8.2 herein, Practifi warrants that the Practifi Application will function substantially as described in the Documentation and as otherwise represented to You from time to time. All software and services provided may contain errors, and you acknowledge that use of any software service entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data. Accordingly, Practifi makes no warranty that the Practifi Application is error-free and makes no warranty or representation that the Practifi Application will be free of interruptions due to Salesforce, third-party hosting services, Internet outages and the like.

## 6.2 Disclaimer

To the maximum extent permitted by law, with the exception of warranties represented under section 4.1, Practifi makes no other warranties with respect to the Practifi Application or associated services and Practifi specifically disclaims any other warranty, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, information content or system integration.

## 6.3 SFDC Service Disclaimer

The Salesforce service is subject to the particular representations, warranties and disclaimers contained in the SFDC Service Agreement (Appendix A). Practifi makes no separate representations and warranties concerning Salesforce.

# 7. Limited Liability

## 7.1 Liability

You agree that in no event will the total aggregate liability of Practifi for any claims, losses, or damages arising under this agreement and services performed hereunder, whether in contract or tort, including negligence, exceed \$500,000, even if Practifi has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

## 7.2 Insurance

Practifi will maintain the following insurance during the term of this agreement:

- 7.2.1 Public and products liability insurance cover to a value of not less than \$10 million in the aggregate;

- 7.2.2 Workers compensation insurance policies as required by law; and
- 7.2.3 a professional indemnity policy, to a value not less than \$10 million per claim and in the aggregate in any 12-month period.

## 8. General Provisions

### 8.1 Audit Rights

During the term of this Agreement, You will maintain records regarding (i) the number of employees enrolled to use the Practifi Application and (ii) the number of persons authorized to access and/or input content into the Practifi Application. Practifi shall have the right to request a compliance certificate certifying the number of employees and authorized persons.

### 8.2 Severability

Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.

### 8.3 Waiver

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by the party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

### 8.4 Assignment

This Agreement and the rights granted under it may not be assigned or transferred by you without Practifi's written consent. Practifi will not assign or transfer this Agreement or the rights granted under it without providing You prior written notice.

Practifi will not affect a change in Control (as this term is defined in section 50AA of the Corporations Act) without providing You with prior written notice.

### 8.5 Section Headings

Section headings contained herein are for information purposes only and are of no independent legal force or effect.

## 9. Jurisdiction Specific Terms

### 9.1 Cloudpractice Pty Ltd trading as Practifi

If you are located in Australia, New Zealand or the Asia Pacific region then you are contracting with Cloudpractice Pty Ltd trading as Practifi of Level 12, 309 Kent Street, Sydney, NSW, 2000, Australia and this Agreement shall be governed by the laws of the state of New South Wales, Australia, without reference to its conflict of law provisions. In the event of a legal dispute, you hereby irrevocably accept the personal jurisdiction of the state or federal courts of the state of New South Wales, Australia. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to, or govern, this Agreement.

### 9.2 Practifi, Inc.

If you are located in North America, South America, Europe, Middle East, Africa or Antarctica then you are contracting Practifi, Inc. of 330 N. Wabash Avenue, L23, Chicago, Illinois, 60607, United States of America and this Agreement shall be governed by the laws of the state of Delaware, USA, without reference to its conflict of law provisions. In the event of a legal dispute, you hereby irrevocably accept the personal jurisdiction of the state or federal courts of the state of Delaware, USA. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to, or govern, this Agreement.

## Appendix A – SFDC Service Agreement

### Definitions

**"AppExchange"** means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

**"Platform"** means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller's provision of the Reseller Application to You.

**"Reseller"** means CloudPractice Pty Ltd trading as Practifi.

**"Reseller Application"** means the Practifi application.

**"SFDC Service"** means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.

**"SFDC"** means salesforce.com.

**"Users"** means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or Reseller at Your request).

**"You"** and **"Your"** means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

**"Your Data"** means all electronic data or information submitted by You as and to the extent it resides in the Service.

#### 1. Use of Service

- a. Each User subscription to the Reseller Application shall entitle one User to use the Service via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, your subscription to use the Platform hereunder

does not include a subscription to use the SFDC Service or to use it in connection with applications other than the Reseller Application. If You wish to use the SFDC Service or any of its functionalities or services, to use another application other than the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit [www.salesforce.com](http://www.salesforce.com) to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any SFDC Service functionality within it that is in excess to the functionality described in the Reseller Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, Your use of applications other than the Reseller Application, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.

- b. Notwithstanding any access you may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.
- c. You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or [Salesforce.com](http://Salesforce.com) promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.
- d. You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or

programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

- e. You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

## 2. Third Party Providers

Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the Reseller Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Reseller Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Reseller Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

## 3. Proprietary Rights

Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual

property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

#### 4. Compelled Disclosure

If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

#### 5. Suggestions

You agree that SFDC shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.

#### 6. Termination

Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement.

#### 7. Subscriptions Non-Cancellable

Subscriptions for the Platform and the SFDC Service are non-cancellable during a subscription term, unless otherwise specified in Your agreement with Reseller.

#### 8. Data Storage

The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact Your Reseller for additional information. Additional storage may be available for purchase from the Reseller.

## 9. No Warranty

Salesforce.com makes no warranties of any kind, including but not limited to with respect to the platform, the SFDC service, and/or the reseller application, whether express, implied, statutory or otherwise. To the maximum extent permitted by law, salesforce.com disclaims all conditions, representations and warranties, whether express, implied, statutory or otherwise, with respect to reseller application and the service, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

## 10. No Liability

In no event shall SFDC have any liability to you or any user for any damages whatsoever, including but not limited to direct, indirect, special, incidental, punitive, or consequential damages, or damages based on lost profits, however caused and, whether in contract, tort or under any other theory of liability, whether or not you have been advised of the possibility of such damages.

## 11. Further Contact

SFDC may contact You regarding new SFDC service features and offerings.

## 12. Google Programs and Services

Platform or SFDC Service features that interoperate with Google programs and services depend on the continuing availability of applicable Google application programming interfaces (“APIs”) and programs for use with the Platform and the SFDC Service. If Google Inc. ceases to make such APIs and/or programs available on reasonable terms to SFDC, SFDC may cease providing such features without entitling You or Reseller to any refund, credit, or other compensation.

## 13. Third Party Beneficiary

SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.



## Appendix B – Skuid Service Agreement

### Definitions

**“AppExchange”** means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

**“Reseller”** means CloudPractice Pty Ltd trading as Practifi.

**“Reseller Application”** means the Practifi application.

**“Platform”** means the online, Web-based platform service provided by Salesforce to Reseller in connection with Reseller’s provision of the Reseller Application to You.

**“Skuid Service”** means the online, Web-based application called Skuid generally made available to the public at [www.skuidify.com](http://www.skuidify.com) or via the AppExchange.

**“Salesforce”** means [salesforce.com](http://salesforce.com).

**“Users”** means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this Skuid Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce or Reseller at Your request).

**“You” and “Your”** means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this Skuid Service Agreement, together with any other terms required by Reseller.

**“Your Skuid Data”** means all electronic data or information (Skuid pages and page assignments) submitted by You as and to the extent it resides in the Skuid Service.

#### 1. Use of Skuid Service

- a. Each User subscription to the Reseller Application shall entitle one User to use the Skuid Service via the Reseller Application, subject to the terms of this Skuid Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Skuid Service). For clarity, Your subscription to use the Skuid Service hereunder does not include a subscription to use the Skuid Service in

connection with Users other than those who subscribe to the Reseller Application. If You wish to allow additional Users to access the Skuid Service beyond those with direct access to the Reseller Application in the form that it has been provided to You by Your Reseller, visit [www.skuidify.com](http://www.skuidify.com) to contract directly with Skuid for such services. In the event Your access to the Reseller Application provides Your Users with access to the Skuid Service generally or access to any Skuid Service functionality within it that is in excess to the functionality contained in the Reseller's Application, and You have not separately subscribed under a written contract with Skuid for such access, then You agree to not deliver access to your Users to use such functionality, and You agree that Your use of such functionality, or providing access to more Users than described in your Reseller Application subscription agreement would be a material breach of this Agreement.

- b. Notwithstanding any access You may have to the Platform or the Skuid Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller application, Skuid has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.
- c. You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Skuid Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the Skuid Service, and shall notify Reseller or Skuid promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the Skuid Service.
- d. You shall use the Platform and the Skuid Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the Skuid Service available to any third party, other than to Users or as otherwise contemplated by this Skuid Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Skuid Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Skuid Service.

You shall not (i) modify, copy or create derivative works based on the Skuid Service; (ii) frame or mirror any content forming part of the Skuid Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Skuid Service; or (iv) access the Skuid Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Skuid Service.

## Appendix C – Data Processing Addendum

This Data Processing Addendum (“DPA”) supplements the Agreement between You and Practifi, when the GDPR applies to agreed Practifi Services to Process Customer Data. Except as amended by this DPA, the Agreement will remain in full force and effect. If there is a conflict between any other agreement between the Parties including the Agreement and this DPA, the terms of this DPA will control.

### 1. Definitions

Unless otherwise defined in the Agreement, all capitalized terms used in this DPA will have the meanings given to them below.

**“Agreement”** means any agreement between Practifi and a specific customer under which Services are provided by Practifi to that customer. Such an agreement may have various titles, including but not limited to “Subscription Order Form” or “Statement of Work”.

**“Customer”** means the entity which determines the purposes and means of Processing of Customer Data.

**“Customer Data”** means any “personal data” (as defined in GDPR) that is provided by or on behalf of Customer and Processed by Practifi pursuant to the Agreement.

**“Data Protection Laws”** means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area (“EEA”) and their member states, Switzerland and the United Kingdom, and any amending or replacement legislation from time to time, applicable to the Processing of Customer Data under the Agreement.

**“GDPR”** means the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC.

**“Permitted Purpose”** means the use of the Customer Data to the extent necessary for provision of the Services by Practifi to the Customer.

**“Security Incident”** means any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of Customer Data.

**“Services”** means the Practifi services that are engaged by the customer from time to time for support, on boarding or statements of work.

**“Standard Contractual Clauses”** means the agreement pursuant to the European Commission decision (C(2010)593) of 5 February 2010 on standard contractual clauses for

the transfer of personal data to processors established in third countries under Directive 95/46/EC.

**“Sub-processor”** means any entity engaged by Practifi to Process Customer Data in connection with the Services.

**“Supervisory Authority”** means an independent public authority which is established by an EU Member State pursuant to the GDPR.

Terms such as **“Data Subject,” “Processing,” “Controller,”** and **“Processor”** shall have the meaning ascribed to them in the GDPR.

## 2. Data Processing

### 2.1 Details of Processing

#### 2.1.1 Subject Matter

Practifi’s provision of the Services to the Customer.

#### 2.1.2 Nature and Purpose

Practifi will process Customer Data for the purposes of providing the Services (including administration, operations, technical and customer support), to Customer in accordance with the Terms.

#### 2.1.3 Data Subjects

Data Subjects include the individuals about whom data is provided to Practifi via the Services by or at the direction of the Customer and natural persons who are employees, representatives, or other business contacts of the Customer.

#### 2.1.4 Categories of Data

Data relating to individuals provided to Practifi via the Services, by or at the direction of Customer. The Customer may submit Customer Data to the Services the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, without limitation; personal details (eg. name, DOB), contact information (eg. phone number, address)

#### 2.1.5 Special Categories

Applicants may submit special categories of Customer Data to the Customer via the Services, the extent of which is determined and controlled by the Customer. For clarity, these special categories of Customer Data may include information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs.

#### 2.1.6 Roles of the Parties

The Parties acknowledge and agree that Practifi will Process the Customer Data in the capacity of a Processor and that Customer will be the Controller of the Customer Data..

#### 2.1.7 Customer Instructions

The Parties agree this DPA and the Agreement constitute Customer's documented instructions regarding Practifi's processing of Customer Data. Practifi will process Customer Data only in accordance with documented instructions.

#### 2.1.8 Compliance with Laws

Each party will comply with all laws, rules and regulations applicable to it and binding on it in the performance of this DPA, including the GDPR. Practifi is not responsible for determining the requirements of laws applicable to Customer's business or that Practifi's provision of the Services meet the requirements of such laws.

### 3. Customer Obligations

#### 3.1 Instructions

Customer shall warrant that the instructions it provides to Practifi pursuant to this DPA comply with the Data Protection Laws.

#### 3.2 Data Subject and Supervisory Authority Requests

The Customer shall be responsible for communications and leading any efforts to comply with all requests made by Data Subjects under the Data Protection Laws, and all communications from Supervisory Authorities that relate to Customer Data, in accordance with Data Protection Laws. To the extent such requests or communications require Practifi's assistance, the Customer shall notify Practifi of the Data Subject or Supervisory Authority request.

#### 3.3 Notice, Consent and Other Authorizations

Customer is responsible for providing the necessary notice to the Data Subjects under the Data Protection Laws. Customer is responsible for obtaining, and demonstrating evidence that it has obtained all necessary consents, authorizations and required permissions under the Data Protection Laws in a valid manner for Practifi to perform the Services.

### 4. Practifi's Obligations

#### 4.1 Scope of Processing

Practifi will Process Customer Data on documented **instructions** from the Customer, and in such manner as is necessary for the provision of Services except as required to comply with a legal obligation to which Practifi is subject. If Practifi believes any documented

instruction or additional processing instructions from Customer violates the GDPR or other Data Protection Laws, Practifi will inform Customer without undue delay and may suspend the performance of the Services until Customer has modified or confirmed the lawfulness of the additional processing instruction in writing. Customer acknowledges and agrees that Practifi is not responsible for performing legal research or for providing legal advice to Customer.

## 4.2 Supervisory Authority Requests

Practifi will assist Customer in addressing any communications and abiding by any advice or orders from the Supervisory Authority relating to the Customer Data.

## 4.3 Retention

Practifi will retain Customer Data only for as long as is deemed necessary for the Permitted Purpose, or as required by applicable laws. At completion of Services, Practifi will destroy their copy of any Customer data.

## 4.4 Disclosure to Third Parties and Confidentiality.

- 4.4.1 Practifi will not disclose the Customer Data to third parties except as permitted by this DPA or the Agreement, unless Practifi is required to disclose the Customer Data by applicable laws, in which case Practifi shall (to the extent permitted by law) notify the Customer in writing and liaise with the Customer before complying with such disclosure request.
- 4.4.2 Practifi treats all Customer Data as strictly confidential and requires all employees, agents, and Sub-processors engaged in Processing the Customer Data to commit themselves to confidentiality, and not Process the Customer Data for any other purposes, except on instructions from Customer.

## 4.5 Assistance

Taking into account the nature of the Processing and the information available, Practifi will provide assistance to Customer in complying with its obligations under GDPR Articles 32-36 (inclusive) (which address obligations with regard to security, breach notifications, data protection impact assessments, and prior consultation). Upon request, Practifi will provide Customer a list of processing operations.

## 4.6 Security

Practifi will keep Customer Data confidential and implement and maintain administrative,

physical, technical and organizational safeguards for the security (including protection against accidental or unlawful loss, destruction, alteration, damage, unauthorized disclosure of, or access to, Customer Data transmitted, stored or otherwise Processed), confidentiality and integrity of Customer Data.

#### 4.7 Audits

Practifi may (but is not obliged to) use external or internal auditors to verify the adequacy of our Security Measures.

#### 4.8 Salesforce Data Centres

Whilst outside of the control of Practifi, we recommend the Customer also consider the Salesforce Data Processing Addendum in relation to the Customer Data that is stored on the platform. Information can be found at [salesforce.com](https://salesforce.com).

## 5. Subprocessors

### 5.1 General Consent Current

You agree that we can share Your Customer Data with Sub-Processors in order to provide You the Services. We will impose contractual obligations on our Sub-Processors, and contractually obligate our Sub-Processors to impose contractual obligations on any further subcontractors which they engage to process Your Customer Data, which provide the same level of data protection for Your Customer Data in all material respects as the contractual obligations imposed in this Data Processing Addendum, to the extent applicable to the nature of the Services provided by such Sub-Processor.

### 5.2 Current Sub-processor List

A list of our current Sub-Processors is available upon request by sending an email to [privacy@practifi.com](mailto:privacy@practifi.com).

### 5.3 Customer Objection

Provided that your objection is reasonable and related to data protection concerns, you may object to any Sub-Processor by sending an email to [privacy@practifi.com](mailto:privacy@practifi.com). If you object to any Sub-Processor and your objection is reasonable and related to data protection concerns, we will use commercially reasonable efforts to make available to you a means of avoiding the processing of Your Customer Data by the objected-to Sub-Processor. If Practifi is unable to make available such change within a reasonable period of time, which will not exceed 30 days, You may terminate the portion of any Agreement relating to the Services



that cannot be reasonably provided without the objected-to new Sub-processor by providing written notice to Practifi.

#### 5.4 Responsibility

Practifi will remain responsible for its compliance with the obligations of this DPA and for any acts and omissions of its Sub-processors that cause Practifi to breach any of Practifi's obligations under this DPA.

## 6. Security Incident Notification

### 6.1 Notification

Practifi shall, to the extent permitted by law, notify Customer without undue delay, but no later than 48 hours after becoming aware of any Security Incident.

### 6.2 Security Incident

Practifi's notification of a Security Incident to the Customer to the extent known should include: (a) the nature of the incident; (b) the date and time upon which the incident took place and was discovered; (c) the number of data subjects affected by the incident; (d) the categories of Customer Data involved; (e) the measures – such as encryption, or other technical or organizational measures – that were taken to address the incident, including measures to mitigate the possible adverse effects; (f) whether such proposed measures would result in a disproportionate effort given the nature of the incident; (g) the name and contact details of the data protection officer or other contact; and (h) a description of the likely consequences of the incident. The Customer alone may notify any public authority.

## 7. Miscellaneous

### 7.1 Obligations Post-termination

Termination or expiration of this DPA shall not discharge the Parties from their obligations meant to survive the termination or expiration of this DPA.

### 7.2 Severability

Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other

jurisdiction. The Parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute and shall incorporate such substitute provision into this DPA.