

## TERMS AND CONDITIONS

These Terms and Conditions (“Terms”), and other documents referenced in these Terms, together form an agreement (“Agreement”) between you (“Participant,” “You,” and “Your”) and Cloudgaia LLC (“Cloudgaia,” “Us,” “We,” or “Our”).

The individual entering into this Agreement on behalf of an entity or organization represents and warrants to Cloudgaia that such individual is authorized to bind that entity or organization to this Agreement, and all references in this Agreement to “You” will include that entity or organization.

This Agreement will form a binding legal agreement between You and Cloudgaia as of the date you first accept this Agreement, including electronically, or otherwise submit the initial form for the Market Analysis in accordance with Section 5 (“Effective Date”). You and Cloudgaia are each a party to this Agreement and together are the parties to this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT FORMS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND CLOUDGAIA. BY SUBMITTING THE INITIAL FORM REFERENCED IN SECTION 5, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH AND BE BOUND BY THIS AGREEMENT.

### 1. DESCRIPTION OF THE ASSESSMENT.

We invite Participants utilizing the Salesforce platform in the United States to participate in this market analysis (“Market Analysis”) by providing non-confidential general information about Your use of the Salesforce platform to which We will use for market evaluation purposes. The collected information will be used solely by Us for statistical and market research purposes. Please note that this is not a promotion or contest but an invitation to share non-confidential information to help Us identify industry needs. If You elect to participate and complete the requested information, You may be eligible for a free Assessment (as defined in Section 2).

### 2. NO PURCHASE REQUIRED.

No product or service purchase is required to participate. We will, in Our sole discretion, select certain Participants to receive a free assessment performed by Us, which includes a detailed evaluation of the Participant’s Salesforce platform to identify areas for improvement and provide recommendations to optimize Participant’s Salesforce performance (the “Assessment”). Nothing in this Agreement shall obligate either party to proceed with any transactions or business arrangements between the parties. Additionally, submitting the initial form in accordance with Section 5 does not guarantee that We will select You as a company to provide the free Assessment.

### 3. ELIGIBLE COMPANIES.

Eligible Participants are companies utilizing the Salesforce platform that meet the following additional requirements:



- Consumer Goods industry companies in the USA.
- Salesforce implementation older than one year.
- At least one Salesforce Core cloud implemented.
- More than 50 Salesforce Core users or have the Consumer Goods cloud.

If You are a company using the Salesforce platform but do not meet these requirements, You can still complete the form, and we may offer you a free Assessment in the future.

#### 4. RELEVANT DATES.

We will be collecting Participant information from July 8th to August 31, 2024 and We will coordinate with chosen Participants for the provision of the Free Assessments.

#### 5. HOW TO PARTICIPATE.

To participate, simply complete the initial form located at <https://salesforceappointment.cloudgaia.com/> and then provide any additional information requested by Us via the email designated by the Participant. You must complete the additional information within two days of the request from Us. Without this information, We cannot determine Your eligibility for the free Assessment.

#### 6. ASSESSMENTS.

The Assessments will include the following:

- i. Licensing and User Adoption: Maximizing Salesforce license value and ensuring high user adoption. Activities include analyzing license usage and identifying unused functionalities.
- ii. Automation and Coding: Evaluating current automation capabilities and coding practices. Activities include reviewing automation processes, assessing efficiency, identifying optimization opportunities, and providing training on best practices.
- iii. Standardization vs Customization: Balancing standardization and customization to maintain a scalable Salesforce environment. Activities include reviewing configuration and customizations, assessing standardization levels, and evaluating customization impacts.
- iv. Future Roadmap: Developing a tailored roadmap for long-term success with Salesforce. Activities include assessing technology trends, reviewing Salesforce updates, analyzing current vs. desired state gaps, and prioritizing initiatives.

At the end of the Assessment, the selected Participants will receive the following deliverables via email:

- Summary Report
- Best Practices Document
- CloudGaia's MVPs presentation with recommendations.

## 7. REPRESENTATIONS AND WARRANTIES

You represent and warrant to Us that: (1) You have the legal right and authority to enter into this Agreement; (2) this Agreement forms a binding legal obligation on Your behalf; (3) You have the legal right and authority to perform Your obligations under this Agreement; and (4) You have the authority to provide the requisite information necessary for the initial form, Market Analysis, and possible subsequent Assessment.

## 8. NO LIABILITY.

The Assessment and any related documentation provided are for informational purposes only and do not constitute a specialized professional opinion. Your reliance on an Assessment is solely at your own risk.

UNDER NO CIRCUMSTANCES WILL WE, OR OUR AFFILIATES OR REPRESENTATIVES BE LIABLE TO YOU, OR ANY THIRD PARTY CLAIMING THROUGH YOU, FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR AN ASSESSMENT.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME, PROFITS, SALES, TURNOVER, REPUTATION, GOODWILL, CUSTOMERS, DATA, INFORMATION, SOFTWARE, CONTRACTS, ANTICIPATED SAVINGS, WASTED EXPENDITURE, OR BUSINESS OPPORTUNITIES), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF CLOUDGAIA HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF CLOUDGAIA UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00). YOU AGREE THAT WE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON OUR LIABILITY.

THE ABOVE LIMITATIONS APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE OR SUCH DAMAGES OR LOSSES WERE FORESEEABLE. THE ABOVE LIMITATIONS ARE SEPARATE AND APART FROM AND DO NOT AFFECT ANY LIMITATION SPECIFIED IN ANY OTHER AGREEMENT BETWEEN THE PARTIES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE LIABILITY FOR LOSSES OR DAMAGES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

## 9. NO ADDITIONAL WARRANTIES.

CLOUDGAIA MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE ASSESSMENTS. THE ASSESSMENTS ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, ADEQUACY, OR CURRENCY OF ANY ASSESSMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY STATUTE, CUSTOM OR COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, CORRECTNESS, RELIABILITY, COMPLETENESS OR USEFULNESS OF ANY CONTENT. YOU EXPRESSLY AGREE THAT YOUR USE OF THE ASSESSMENT IS AT YOUR SOLE RISK.

## 10. CONFIDENTIALITY.

The information shared by the parties during the Assessment will be strictly confidential. Our performance of the free Assessment will be subject to You entering into a separate non-disclosure agreement with Us. The information provided will represent sensitive business strategy data and will need to be handled with utmost care to avoid improper use.

## 11. MODIFICATION, CANCELLATION, OR SUSPENSION.

We reserve the right to modify or cancel the Assessment and this Agreement at Our sole discretion without prior notice. This includes expanding or reducing the list of evaluations and deliverables, modifying the start and end dates of the Market Analysis, or ceasing the Assessments altogether. Such actions will not grant any rights to the Participants and Participants waive all potential claims resulting from Our alteration, suspension, or termination of this Agreement, the Market Analysis, or Assessments.