



SOFTWARE as a SERVICE (SaaS) AGREEMENT

VMSG Dashboard Performance Management System

The purpose of this Agreement (hereafter referred to as the "Agreement") is to set forth to define an arrangement under which Certive will provide Software as a Service ("SaaS") for the benefit of the Customer.

The standard SaaS Agreement with Certive is provided below. By purchasing and/or using our SaaS you are explicitly agreeing to all of the following terms and conditions:

DEFINITIONS.

"Software" shall mean the Software or Program(s) provided by Certive to Customer under this Agreement.

"Hosting Services" shall mean the services provided by Certive to Customer under this Agreement.

"Support Services" shall mean customer service and technical support provided to SaaS users as detailed under the Specifications.

"SaaS" shall mean the combination of internet-based (cloud) Software, Hosting Services, and Support Services provided by Certive to Customer.

"Source Code" shall mean the readable forms together with make and build files.

"Delivery" shall mean the SaaS transmitted by Certive to Customer electronically and in accordance with security measures agreed upon by both parties as described in the this Agreement.

"Certive Materials" shall mean any software, code, audio files, video files, data, graphics or other materials or resources transmitted to Customer in order to provide any of the services under this Agreement.

Subject to the following terms and conditions of this Agreement, Certive will provide SaaS for Customer:

1. SAAS SPECIFICATIONS

Certive agrees to provide Customer with SaaS according to the following Specifications (the "Specifications"):

Certive provides SaaS in the form of cloud-based Software, Hosting Services, and Support Services.

Software

The VMSG Dashboard Performance Management System enables clients to manage the performance of their organization through the development, implementation and management of their strategic and operational plans.

Hosting Services

Fees for Hosting Services and Support Services are included in the SaaS licensing fees.

Support Services

Support Services are included with the SaaS license for licensed system administrator users. Services include:

- SaaS (Software as a Service)
 - Hosting
 - All software updates
 - Daily backups
 - Worldwide access via the Internet
 - NOTE: can be internally hosted by Health Department if desired
- Initial setup
 - Establish Organization
 - Establish Groups and hierarchy
 - Establish Categories & Sub-Categories
 - Establish Users
 - Admin
 - R/W
 - R/O
 - Partner
- Local or Webinar-based User Training
- Technical Support
- NOTE: Does not include Operational Plan development

Certive agrees to provide assistance in using SaaS based on the customer's needs via e-mail, phone, and Certive's web sites.

1.1 SERVICES PROVISIONS

Rights and License Granted.

Except for Customer use of the licensed SaaS, Customer is not granted any rights or license to the Software or Services under this agreement. Customer acknowledges that through its payments to Certive it is granted access to the SaaS. Customer further acknowledges that at no time shall it be entitled to download, distribute, install or otherwise redistribute the Software in any form not explicitly covered by this Agreement. The Customer understands that access to the SaaS ends when one of the following events takes place: 1) Customer payments are unpaid after sixty days (60 days) of the invoice date, or 2) Customer cancels its subscription with an advanced 30-day written notice and Customer's account is paid in full.

Certive reserves the right to remove any content Certive views as harmful or content that could subject Certive or a customer to a penalty.

Limitations to Rights and License.

At no time will Customer hold title to or ownership of any of the SaaS, Certive Data, Source Code or any Materials provided to Customer during the term of this Agreement. Customer access to Customer data records will be withheld at the end of Term until Customer's balance is fully paid. Upon completion of the term of the Agreement and payment in full, Certive will provide the Customer with the Customer's data in electronic format.

U.S. export control laws and other applicable export and import laws govern Customer's use of the SaaS, including technical data. Neither the Certive Materials nor any direct product thereof may be exported, directly or indirectly, in violation of these laws, or may be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

1.2 LENGTH OF SERVICE

Customer agrees to an initial term of service ("Term"). The length of contract term required is based on the type of service desired by Customer and shall be determined solely by Certive as defined in the payment option selected by Customer.

1.3 SERVICE START DATE

The first subscription payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon Certive receipt of payment for such first Term of service or upon a mutually agreed upon alternate date.

1.4 RENEWAL BY CUSTOMER

In the case of subscription licenses this Agreement will automatically renew unless canceled in writing by Customer at least thirty (30) days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of Services by Customer indicates agreement to any contract revisions and price changes. Renewal fees for the following Term will be automatically invoiced to Customer's account.

1.5 SAAS CUSTOMIZATION

Customer acknowledges that the SaaS is provided "as is" and "as delivered" and cannot be construed as being able to be customized or modified in any way. Customer assumes all responsibility to review all features included in the SaaS prior to signing this agreement. Customization of the VMSG Dashboard system for the Customer can be completed for an additional fee. This fee will be negotiated on a case-by-case basis.

1.6 SAAS SUPPORT

All support for the SaaS shall be conducted as defined in the Specifications.

2. END-USER PRICING AND SERVICES FEES

End-User Pricing and Services Fees are subject to change at the sole discretion of Certive.

3. TERMS OF PAYMENT

Terms of payment are C.O.D. unless credit approval has been granted by Certive. If credit approval has been granted, credit terms are net thirty (30) days upon receipt of invoice. Certive reserves the right to revoke any credit extended and suspend all SaaS if customer's payment is in arrears for more than sixty (60) days.

4. PROPRIETARY INFORMATION

Proprietary information exchanged hereunder shall be treated as such by Customer. This information shall include, but is not limited to, the provisions of this Agreement, product and services information, materials, software, code, pricing, or any other materials transmitted to Customer under this Agreement. Customer agrees not to (a) decompose, disassemble, decode, or otherwise reverse engineer any Certive program, code, or technology installed or delivered to Customer or any portion thereof; (b) transmit or allow to be transmitted any such materials to any third party except as necessary for the fulfillment of this Agreement; (c) use any Certive Materials or SaaS in any way not intended or expressly provided for by this Agreement.

5. CUSTOMER INFORMATION

Certive takes ordinary and customary security measures in protecting customer information passing through software, web sites, e-mail, and the portions of non-public network within Certive's control. Certive accepts no responsibility beyond ordinary and customary responsibilities.

6. WARRANTIES

Certive makes no warranties or representations of any kind, whether expressed or implied, for the SaaS Certive is providing. Certive and any suppliers of content materials also disclaim any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or due to errors or omissions of Customer. Use of any information obtained by way of Certive is at Customer's own risk, and Certive specifically denies any responsibility for the accuracy or quality of information obtained through its Services.

Connection speed represents the speed of an end-to-end connection. Certive does not represent guarantees of speed or availability of end-to-end connections. Certive expressly limits its damages to Customer for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Certive specifically denies any responsibilities for any damages, direct or indirect, arising as a consequence of such unavailability.

6.1 SERVICE LEVEL AGREEMENT

Certive shall use commercially reasonable efforts to make the service available for use 24 hours a day, 7 days per week with the exception of maintenance downtime. All regular maintenance, updates and upgrades will be performed during non-business hours. Business hours, for this purpose, are defined as 6:00 AM – 6:00 PM local time. Certive expressly limits its obligation for any non-accessibility time or other down time during normal business hours to the pro-rata charge during the system unavailability. Any requested and verified pro-rata charges for downtime will be credited to the customer's license agreement fees for the next billing cycle.

The service level agreement does not apply in the following cases:

- Client system and infrastructure issues
- Systemic Internet issues
- Data issues resulting from client errors

6.2 NO DUTY TO CUSTOMER'S USERS NOT DIRECTLY CONTRACTED WITH CERTIVE

Certive shall have no obligation to support, train or troubleshoot issues for any third-party user due to problems arising out of the use of the SaaS provided to Customer by Certive. Third parties shall include, but are not limited to: vendors, contractors, Customer's customers, Customer's clients or any third party not directly contracted with Certive for SaaS and SaaS Support.

7. COPYRIGHTS AND TRADEMARKS

Customer warrants that Customer has the right to use any applicable trademarks or materials that Customer installs, integrates or uses in connection with this SaaS.

8. TRANSFER OF AGREEMENT

Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Certive. In the event that Customer contemplates whole or partial sale of Customer's business, ownership change, or change in jurisdiction, Customer shall notify Certive by mail, facsimile, or email no less than sixty (60) days prior to the effective date of the event.

9. TERMINATION

Certive may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) Customer's failure to comply with any provisions of the Agreement upon receipt of written notice from Certive of said failure, 2) appointment of receiver or the filing of any application by Customer seeking relief from creditors, or 3) upon mutual agreement in writing by Certive and Customer.

Upon termination of this agreement, Certive will provide the Customer with the data for their organization in a mutually acceptable electronic format.

10. DISPUTES

If legal proceedings are commenced to resolve a dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

11. INDEMNIFICATION

Customer shall indemnify and hold Certive harmless from and against any and all claims, judgments, awards, costs, expenses, damages, and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted, or imposed against Certive directly or indirectly arising from or in connection with Customer's marketing or Support Services of the product or Services or the unauthorized representation of the product and Services or any breach of this Agreement by Customer.

12. GENERAL

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement and any disputes arising hereunder shall be governed by the laws of State of Arizona. A failure by any party to exercise or any delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

The parties represent and warrant that, on start of service Term, they are authorized to enter into this Agreement in its entirety and duly bind their respective principals by their use of the SaaS provided by Certive.

13. SIGNATURE

Organization

Name

Title

Date

Signature
