

Requisition

Req # 00148738

PO #

Date: 02/05/09

*Account
#13880
2/17/09*

Bill To: x
x

Vendor : 359084
DAPTIV, INC.
1008 WESTERN AVENUE, SUITE 500
SEATTLE WA 98104
FAX (206)341-9123

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-841

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SERVICE START DATE: 02/23/2009 - 02/23/2010 DIR-SDD-841 DO NOT DUPLICATE ORDER		
15.00	EACH	DAPTIV PPM STANDARD SUBSCRIPTION INCLUDES WI VIEWER	600.00	9,000.00
15.00	EACH	DISCOUNT	-120.00	-1,800.00
2.00	EACH	DAPTIV PPM REPORT BUILDER - SUBSCRIPTION WORK INTELLIGENCE BUSINESS AUTHOR - ALLOWS CREATION OF REPORTS FOR CONSUMPTION BY AUTHORIZED USERS	240.00	480.00
1.00	EACH	DISCOUNT	-48.00	-48.00
1.00	EACH	BASIC TEMPLATE ENTERPRISE STANDARD TEMPLATE CONFIGURATION	5,000.00	5,000.00
1.00	EACH	DISCOUNT	-5,000.00	-5,000.00
1.00	EACH	IMPLEMENTATION SERVICES SUBSCRIBE TO LIVE II CUSTOMER LOCATION REMOTE & ON-SITE WITH VARIABLE CONFIGURATION DELIVERABLES, WBT'S, AND PM	14,500.00	14,500.00
		<u>Account No</u>	<u>Encumbrance</u>	
		9-1100-415-00-200-002-0-336	22,132.00	
			Freight	.00
			Total	22,132.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

*DIR
841*

Authorized By: _____

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		Account No _____	Encumbrance	
		9-1100-415-00-200-001-0-747	22,132.00	
			Freight	.00
			Total	22,132.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

*DIR
841*

Authorized By: _____

DAPTIV HOSTED SUBSCRIPTION AGREEMENT

This Daptiv Hosted Subscription Agreement ("**Agreement**") is entered into by and between Daptiv, Inc., a Delaware corporation with its principal place of business at 1008 Western Avenue, Suite 500, in Seattle, Washington 98104 ("**Daptiv**"), and the entity identified below ("**Customer**"). This Agreement (which includes the attached Daptiv Terms and Conditions and associated attachments and exhibits) sets forth the terms and conditions under which Daptiv agrees to provide, and Customer agrees to obtain, access to the Daptiv technologies, online services and database described herein.

CUSTOMER INFORMATION TABLE	
Customer's Full Corporate Name: Hidaigo County Customer's State of Incorporation: TX Order No: 08166-08	Customer's Primary Contact: Priscilda Garza Tel: 956 292 7010 x6027 Fax: _____ Email: priscilda.garza@co.hidalgo.tx.us
Customer's Mailing Address: 100 N. Closner Blvd. Edinburg, TX 78539 USA	Customer's Billing Address: 100 N. Closner Blvd. Edinburg, TX 78539 USA
Daptiv Offering (check all that apply) <input checked="" type="checkbox"/> PPM <input type="checkbox"/> Premium Support Services <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Other: _____	Daptiv Sales Contact: Aaron Berntson, NB aaronberntson@gmail.com Main Telephone: 206-341-9117 Toll Free: 1-888-341-9117 FAX: 206-749-9367
Service Start Date: February 23, 2009	Term: 12 months

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter into this Agreement as of the latter of the two signature dates, below (the "**Effective Date**").

Acknowledged and Agreed:

Acknowledged and Agreed:

Customer

Daptiv, Inc.

Signed By: _____

Signed By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Rec. 118738

DAPTIV HOSTED SUBSCRIPTION AGREEMENT

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Daptiv Offering (check all that apply) <input checked="" type="checkbox"/> PPM <input type="checkbox"/> Premium Support Services <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Other: _____	Daptiv Sales Contact: Aaron Berntson_NB aaronberntson@gmail.com Main Telephone: 206-341-9117 Toll Free: 1-888-341-9117 FAX: 206-749-9367
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Acknowledged and Agreed:

Acknowledged and Agreed:

Customer

Daptiv, Inc.

Signed By: _____

Signed By: _____

Name: RODAN RAMIREZ

Name: _____

Title: CIO

Title: _____

Date: 2/23/09

Date: _____

DAPTIV TERMS AND CONDITIONS

1. **CONSTRUCTION.** Capitalized terms (whether in the singular or plural) shall have the meanings assigned in the text of this Agreement, including the Customer Information Table located on the Facing Page, as well as its exhibits and any addenda.

2. SOFTWARE AS A SERVICE.

2.1 Access. Commencing on the Service Start Date, Daptiv shall make available to Customer the unique instance of the Daptiv software identified in the Order Form attached as Exhibit A (the "Service") under the terms of this Agreement. The Service, as initially made available to Customer, shall conform, in all material respects, to the Functionality Specifications in Exhibit B.

2.2 Rights to the Service. Subject to the terms and conditions of this Agreement and the end user license agreement accompanying the Service, Daptiv hereby grants Customer a non-exclusive, non-transferable, worldwide right and license during the Term to access the Service and permit the number of individual users identified in the Customer Information Table to use the Service solely for Customer's own internal business purposes ("Authorized Users").

2.3 Updates. At no charge to Customer, Daptiv shall install on its servers any software updates deemed reasonably necessary to address errors, bugs or other performance issues in the Service (collectively, "Updates"). Updates (if any) shall be subject to the same license terms and conditions of this Agreement.

2.4 Service Level Agreement. Commencing on the Service Start Date, Daptiv will host, maintain and support the Service as described in the Service Level Agreement ("SLA") attached as Exhibit C.

2.5 Restrictions and License Conditions. Customer shall not, directly, indirectly or through its Authorized Users, employees and/or the services of independent contractors: (a) attempt to sell, transfer, assign, rent, lend, lease, sublicense or otherwise provide third parties rights to the Service; (b) "frame," "mirror," copy or otherwise enable third parties to use the Service (or any component thereof) as a service bureau or other outsourced service; (c) allow access to the Service by multiple individuals impersonating a single end user; (d) use the Service in a manner that interferes with, degrades, or disrupts the integrity or performance of any Daptiv technologies, services, systems or other offerings, including data transmission, storage and backup; (e) use the Service for the purpose of developing a product or service that competes with the Daptiv online products and services; (f) alter, remove or modify any proprietary marks, images or terms of use included in or displayed as part of the Service; (g) circumvent or disable any security features or functionality associated with Service; or (h) use the Service in any manner prohibited by law.

2.6 Reservation of Rights. All rights not expressly granted to Customer are reserved by Daptiv, its suppliers and licensors.

2.7 Return of Hosted Data. If requested by Customer within thirty (30) days of the expiration or termination of this Agreement, Daptiv shall make available to Customer all Customer data stored within the Service at the time of expiration or termination. For clarity, Customer, and not Daptiv, shall be solely responsible for making all backup and archival copies of any documentation, spreadsheets, data, or other materials uploaded into the Service. Thirty (30) days after termination, Daptiv shall have no further obligation to Customer and may, at its option, permanently delete or destroy the Service and all information and materials contained therein.

3. **SERVICES.** Additional support services, including custom configuration, consulting, report development, training and system integration, may be separately purchased from Daptiv under the terms of an addendum to this Agreement. For clarity, Daptiv has no obligation to support Customer's own technology, internal

infrastructure, provide free training, or provide consulting on customer created content such as views, reports, and configurations or third party technologies and services unless agreed to in writing via an approved sales agreement and or statement of work.

4. CUSTOMER OBLIGATIONS.

4.1 Fees and Payment Terms. In consideration of the rights and licenses granted herein, Customer shall pay Daptiv the per user access fee specified in the Order Form ("Fees") for the number of Authorized Users permitted by Customer to access the Service.

(a) Fees are exclusive of any applicable sales, use, import or export taxes, duties, fees, value-added taxes, surcharges, tariffs or other amounts attributable to Customer's execution of this Agreement or use of the Service (collectively, "Sales Taxes"). Customer shall be solely responsible for the payment of any Sales Taxes. In the event Daptiv is required to pay Surcharges on Customer's behalf, Customer shall promptly reimburse Daptiv for all amounts paid.

(b) All amounts shall be paid to Daptiv within thirty (30) days of receipt of an undisputed invoice. An invoice shall be deemed undisputed if, within such thirty (30) day period, Customer fails to notify Daptiv in writing of any disputed amounts.

(c) Fees and Surcharges not paid when due shall be subject to a late fee equal to one and one half percent (1.5%) of the unpaid balance per month or the highest monthly rate permitted by applicable law. Daptiv further reserves (among other rights and remedies) the right to suspend access to the Service. Amounts payable to Daptiv shall continue to accrue during any period of suspension and must be paid as a condition precedent to reactivation, which reactivation is at the sole discretion of Daptiv.

(d) Customer shall pay additional Fees and Sales Taxes in the event the number of actual users exceeds the maximum number of individual end users permitted to use the Service under this Agreement.

(e) All prices and other payment terms are confidential information of Daptiv and Customer agrees not to disclose such information to any third party throughout the Term and for three (3) years thereafter.

4.2 Compliance with Laws. The Daptiv software and Service are of U.S. origin. Customer shall adhere to all applicable state, federal, local and international laws and treaties in all jurisdictions in which Customer uses the Service, including all end-user, end-use and destination restrictions issued by U.S. and other governments and the U.S. Export Administration Act and its associated regulations. Customer will not upload any data or information to the Service for which Customer does not have full and unrestricted rights. Notwithstanding anything to the contrary in this Agreement or any other agreement between the parties, Customer will not upload any data or information that is subject to government regulation, including without limitation, protected health information regulated under the Health Insurance Portability and Accountability Act of 1996 or sensitive financial information regulated under the Gramm-Leach-Bliley Act of 1999.

5. TERM AND TERMINATION.

5.1 Term. This Agreement begins on the Effective Date and, unless earlier terminated, ends upon expiration of the Term identified in the Customer Information Table. If no specific expiration date is identified in the Customer Information Table, the Term will expire one year from the first date the Service is made available to Customer by Daptiv.

(a) Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other party. If Customer terminates this Agreement pursuant to 5.1(a), it shall not be relieved of outstanding payment obligations and any amounts owed Daptiv hereunder shall be immediately due and payable. In the event Daptiv terminates this Agreement pursuant to 5.1(a), it shall refund Customer any Fees pre-paid, pro-rated from the effective date of termination for the remainder of the Term.

(b) Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach has not been cured within thirty (30) days of providing notice thereof.

5.2 Effect of Termination. Upon expiration or termination for any reason, Customer shall discontinue all use of the Service, and return any and all software and documentation provided to Customer by Daptiv.

5. INDEMNIFICATION.

6.1 Customer. Customer shall indemnify and hold Daptiv, its suppliers and licensors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys fees and costs) arising out of or in connection with a claim which, if true, would constitute a breach of Customer's obligations under Section 2 or 4 of this Agreement.

6.2 Daptiv. Daptiv shall indemnify and hold Customer harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of a third party claim that the Service infringes or misappropriates any U.S. patents issued as of the Effective Date or any copyright or trade secret of any third party during the term of this Agreement. Daptiv shall have no indemnification obligation, and Customer shall indemnify Daptiv pursuant to this Agreement, for claims of infringement arising from the combination of Service with any of Customer's content, products, services, hardware or business processes, or for any use of the Service or any Daptiv software not expressly authorized herein.

6.3 Process. A party seeking indemnification hereunder shall promptly notify in writing the other party of any claim for which defense and indemnification is sought. Each party agrees that it will not, without the other's prior written consent, enter into any settlement or compromise of any claim that: (a) results, or creates a likelihood of a result, that in any way diminishes or impairs any right or defense that would otherwise exist absent such settlement or compromise; or (b) constitutes or includes an admission of liability, fault, negligence or wrongdoing on the part of the other party. Each indemnifying party has the sole right to control the defense of any claim for which it is providing indemnification hereunder with counsel mutually acceptable to the parties. The indemnified party may, at its own expense, participate in the defense of any such claim.

7. WARRANTY/ LIABILITY/ TOTAL LIABILITY.

Mutual Warranties. Each party represents and warrants to the other that it is duly authorized to execute this Agreement and perform the obligations set forth herein.

7.1 Disclaimer. THE SERVICE AND ANY DAPTIV TRAINING, INSTRUCTION AND SUPPORT OR OTHER SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "SERVICES") ARE PROVIDED STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY RESULTS OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DAPTIV, ITS SUPPLIERS AND ITS LICENSORS.

7.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT SERVICE MAY BE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET APPLICATIONS AND ELECTRONIC COMMUNICATIONS. DAPTIV IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR ANY OTHER DAMAGE RESULTING FROM EVENTS BEYOND DAPTIV'S REASONABLE CONTROL, WITHOUT REGARD TO WHETHER SUCH EVENTS ARE REASONABLY FORESEEABLE BY DAPTIV.

7.3 Limitation. CUSTOMER'S EXCLUSIVE REMEDY AND DAPTIV'S, ITS SUPPLIERS' AND LICENSORS' TOTAL AGGREGATE LIABILITY RELATING TO ARISING OUT OF, IN CONNECTION WITH, OR INCIDENTAL TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION OR ANY OTHER CLAIM SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER, UP TO THE GREATER OF TEN THOUSAND U.S. DOLLARS (\$10,000.00) OR ONE HUNDRED PERCENT (100%) OF AMOUNTS PAID BY CUSTOMER AND RECEIVED BY DAPTIV HEREUNDER. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. CUSTOMER HEREBY RELEASES DAPTIV, ITS SUPPLIERS AND LICENSORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PROVISIONS OF THIS SECTION DO NOT WAIVE OR LIMIT DAPTIV'S ABILITY TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR BREACH OF THIS AGREEMENT.

7.4 Exclusion of Certain Damages and Limitations of Types of Liability. IN NO EVENT WILL DAPTIV BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR LOST PROFITS OR LOST REVENUE ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE. THE FOREGOING EXCLUSION AND LIABILITY LIMITATIONS APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF STRICT OR PRODUCT LIABILITY.

7.5 Interpretation. The limitations in sections 7.3 and 7.4 are independent of each other. The limitation of damages set forth in section 7.3 shall survive any failure of essential purpose of the limited remedy in section 7.4.

8. NOTICES AND REQUESTS. Either party may give notice to the other party by means of electronic mail to the primary contact designated on the Customer Information Table or by written communication sent by first class mail or pre-paid post, either of which shall constitute written notice under this Agreement. In the event Customer desires to increase the number of Authorized Users permitted to use the Service during the Term, Customer may purchase such rights via telephone, facsimile or e-mail. An e-mail or other writing from Daptiv confirming such order shall be deemed sufficient to modify the quantity of Authorized Users set forth in the Customer Information Table and Order Form. All additional access licenses purchased by Customer during the Term shall be subject to the terms of this Agreement, including the prices set forth in the Order Form. For clarity, in no event shall any other term or provision of this Agreement be deemed modified, amended or altered as a result of such purchase and all other changes to this Agreement shall be governed by terms of Section 9, below.

9. ADDITIONAL TERMS. With the exception of additional Authorized Users obtained by Customer under Section 8, Daptiv shall not be bound by any subsequent terms, conditions or other obligations included in any Customer purchase order, receipt, acceptance, confirmation or other correspondence from Customer unless expressly assented to in writing by Daptiv and countersigned by its authorized agent. The parties may supplement the terms of this Agreement at any time by signing a written addendum, which shall be deemed incorporated by this reference

upon execution. The terms of any addendum shall control any conflicting terms in this Agreement. Unless expressly stated otherwise in an applicable addendum, all addenda shall terminate upon the expiration or termination of this Agreement.

10. GENERAL. This Agreement shall be governed by Washington law and controlling United States federal law, without regard to the choice of conflicts of law provisions of any jurisdiction to the contrary, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Seattle, Washington. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Service. The failure of Daptiv to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. All disclaimers, limitations, payment obligations and restrictions of warranty shall survive termination of this Agreement, as well as the provisions of this "General" section shall survive termination of this Agreement. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate, except for those provisions noted above which will continue in full force and effect. This Agreement together with its exhibits and the Daptiv Privacy Policy, located at www.daptiv.com/company/privacy.htm comprise the entire agreement between Customer and Daptiv and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

EXHIBIT A
ORDER FORM

Daptiv Item Code	Description	Num	Unit Price	Total Price	Notes
Daptiv PPM Standard Subscription	Includes WI Viewer	15	USD 600.00	USD 9,000.00	
Discount		15	USD -120.00	USD 1,800.00	Gov. Discount
Daptiv PPM Report Builder Subscription	Work Intelligence Business Author - allows creation of reports for consumption by authorized users	2	USD 240.00	USD 480.00	
Discount		1	USD -48.00	USD -48.00	Gov. Discount
Basic Enterprise Template	Standard Configuration Template	1	USD 5,000.00	USD 5,000.00	
Discount		1	USD 5,000.00	USD 5,000.00	February signing discount
Implementation Services - Subscribe to Live II - Customer Location	Remote & On-site with variable configuration deliverables, WBT's and PM	1	USD 14,500.00	USD 14,500.00	
*Total (All in SUS)				USD 22,132.00	

Generate a purchase order, made payable to

CIMA Solutions Group, LTD.

Vendor ID 120-244-6920-200

Note: You must reference

Contract Number DIR-SDD-841 on your purchase order




EXHIBIT B
Functionality Specifications - Daptiv PPM

Project Planning

- Manage project initiation requests
- Rank and prioritize projects based on business needs
- Create portfolio views of projects

Work Intelligence

- Create custom views
- Add customer fields to standard applications
- view dashboards and reports

Resource Management

- Estimate resource requirements
- Create capacity plans to allocate resources
- View estimated costs

Project Management

- Create and define projects
- Monitor project health using color-coded Project Health Indicators
- Create project schedules and assign tasks
- Identify, assign, and track issues
- Integrated timesheets for optional submittal by each user their time

Portfolio Management

- Manage, track and compare multiple projects
- Project status communication to monitor progress, risks and results
- Create portfolio views of projects

Collaboration

- End users configure their own views, dashboards, and alerts
- Document repository
- Discussion threads
- Unread items
- Email notifications

EXHIBIT C
SERVICE LEVEL AGREEMENT

1. SERVICE.

(a) Access. Daptiv shall use commercially reasonable efforts to make the Service available twenty-four (24) hours per day, seven (7) days a week, with a minimum uptime level of ninety-nine and seven tenths of a percent (99.7%) measured on an aggregate monthly basis, with no single unscheduled outage exceeding four (4) consecutive hours in a single seven (7) day period. Should Daptiv incur an unscheduled outage in excess of four (4) hours or more than two (2) unscheduled outages in excess of two (2) hours or more in duration within a single billing month, upon notice by Customer and confirmation by Daptiv, Customer will be credited 10% of that month's monthly recurring payment. Such service availability does not, however, include regularly scheduled maintenance or any unscheduled downtime due to failures beyond Daptiv's reasonable control (such as power or malfunctions due to Customer's computer systems, local networks or Internet connectivity).

(b) Scheduled Maintenance, Upgrades. Daptiv shall conduct scheduled service maintenance of the Service ("Scheduled Maintenance") after normal business hours or on weekends. Daptiv shall give Customer at least five (5) days prior notice of the exact date and time of such Scheduled Maintenance via e-mail or other timely means of communication.

2. DATA RETENTION AND RECOVERY.

Daptiv shall backup all data on Service as follows: (a) daily incremental disk backups; (b) weekly full server backups; and (c) weekly backup of all stored data at a secure offsite location. Daptiv shall implement sufficient measures to ensure that the backup data is accessible and maintained in a manner to enable restoration of the backup version of the Service in the event of a system malfunction or outage.

3. REQUESTS FOR SUPPORT.

Daptiv service representatives will be available to respond to support requests by phone (1-888-341-9117) and email (support@daptiv.com) during the hours of 6:00 a.m. - 6:00 p.m. Pacific Standard Time, Monday through Friday excluding nationally recognized holidays (the "Support Hours"). Additional support for Daptiv products is available through the following methods:

(a) Searching the online knowledge base (<http://www.daptiv.com/support/kbsearch.htm>) for answers to common questions and issues submitted by other customers; and

(b) Entering a support request on the support web form at http://www.daptiv.com/support/request_form.htm.

4. RESPONSE AND RESOLUTION TIME.

Daptiv service representatives shall respond to all Customer support requests in a timely and professional manner and in accordance with the Customer Response Policy attached as Addendum A to this Exhibit C.

5. SECURITY MEASURES.

Daptiv shall take, at a minimum, the following measures to protect unauthorized access to any Service:

(a) At all times during the Term, Daptiv shall use industry

standard online intrusion detection technology to protect third party access to Service.

(b) Trained Internet security specialists shall monitor Service for unauthorized access or use.

(c) All access to the Service can be accomplished via the most recent commercially released version of Secure Socket Layer (SSL).

(d) Daptiv shall protect Service with a firewall configured to protect unauthorized access to the Service. If Daptiv reasonably determines that the Protected Services may be compromised, it shall notify Customer and take necessary measures to protect all or affected portions of the Service.

(e) Daptiv shall generate and review logs with a Daptiv network security specialist to detect unauthorized activities relating to the Service every thirty (30) days.

(f) In accordance with industry best practices, Daptiv shall continually upgrade intrusion detection systems and shall employ additional safeguards as necessary to monitor Service.

(g) All Daptiv personnel or technicians who manage or support Service shall be under a duty or contractual obligation to (i) protect Service from unauthorized access or disclosure; (ii) keep confidential all Daptiv-provided passwords for Service set up; and (iii) comply with all applicable laws regarding data security and privacy.

ADDENDUM A

Customer Response Policy

Communication

Logging a Support Case

- The Daptiv Support Portal, allowing immediate entry into our tracking system, is available to all of our customers and present inquiries. Contact Support for access to the Support Portal.
- The online web form under **Help** of Daptiv PPM, at http://www.daptiv.com/supportrequest_form.htm
- Via email at support@daptiv.com
- Via telephone at 1-888-341-9-11

Case Communication

- When logging a Case with Support, please specify your contact preference (email, telephone, Daptiv Support Portal notes).
- For Cases requiring additional research, we strive for daily follow-up. If you require a specific communication plan, please communicate your needs to the Support Specialist assigned to your Case.
- For Cases requiring Engineering attention, Support will communicate status as the Issue is escalated to engineering and when a solution comes back. If you require additional communication on the Issue, please request a communication plan from the Support Specialist handling the case.

Case Response Times

- Critical issues (P1 issues, such as a system down or inability to gain access to Daptiv PPM) will receive immediate attention. We encourage customers to call in with these issues and request to speak with a Support Specialist right away.
- For all other cases, we will respond to your initial inquiry or Case within 24 hours of receipt, during regular business hours.
- For Cases requiring research, Daptiv Support will respond within 3 business days with research results.
- Cases resulting in an Issue requiring code changes will be delivered to Engineering for prioritization within 5 business days.

Issue Prioritization

Issue Priority Assignment

- Each Case resulting in an Engineering Issue is assigned a priority rating of 1 to 4 based on set criteria:
 - All Hands Issues = Critical system down Issue
 - Priority 1 = An Issue that is blocking system use or feature functionality and has no workaround
 - Priority 2 = Potential blocking Issue, but a workaround exists to produce the desired results
 - Priority 3 = Not significantly impacting use of the system, workaround exists
 - Priority 4 = Does not impact use of the system; low business priority

Issue Prioritization for Resolution

- Issues are prioritized for resolution with the following considerations:
 - All Hands issues are handled immediately by a team of Daptiv Specialists
 - Priority 1 Issues receive first attention
 - Issues resulting in the loss of use of system or feature
 - Issues affecting more than one customer
 - All other Priority 1 Issues
 - Priority 2 Issues
 - Issues with significant impact to functionality
 - Issues affecting more than one customer
 - All other Priority 2 Issues
 - Priority 3 Issues
 - Priority 4 Issues

Escalating an Issue

If at any time you feel your Issue is not receiving appropriate attention based on your business needs, the following contacts can be used to discuss your issue further:

- The Support Specialist assigned to the Case, communicate your desire to escalate the Case or Issue
- The Support Manager in charge of all customer escalations

- The Sales Account Manager assigned to your account

Issue Response and Resolution Matrix

Phase	Maximum Response	Time Description
Case Receipt	One (1) business day	Daptiv has received the Case and notifies you of the Case number for tracking purposes.
Case Research	Three (3) business days	Daptiv is actively working to research the reported problem and is communicating status updates. This will require assistance from you or your team.
Issue Prioritization	Five (5) business days	Daptiv has determined an Issue exists and has reported and prioritized the Issue with appropriate Engineering resources.
Issue Resolution	One (1) to six (6) months	Daptiv Engineering has reviewed the issue and determined timeframe to code solution. Timeframe depends on scope and release method.

Release Methods

Emergency Release. As Emergency Releases carry a greater risk, they are reserved for "All Hands" critical issues that require code changes. While we typically do not experience a need for these types of releases, we are prepared to address issues causing a system wide failure with an Emergency Release. "All Hands" issues are treated as a top priority with a skilled team of Daptiv employees driving a fast resolution. "All Hands" issues receive immediate attention by a team until the issue is resolved. Depending on scope, this could be a matter of minutes or hours.

Quality Updates. Generally released monthly, Quality Updates contain code changes for reported Issues and defect resolution. Occasionally, a new feature is release through this method, but it is generally reserved for corrective code to current functionality. This is how Daptiv responds to critical customer reports that require code change. **Priority 1 issues are handled first in Quality Updates and are typically released every 4 to 6 weeks.** Depending on scope, issues may be reprioritized into an Engineering Quality Update cycle already in progress.

Major Releases. Typically released seasonally, Major Releases contain new functionality or updated major features. We are excited to bring these releases to our customers, and while they may contain some issue or defect resolution, it is typically in the course of a feature addition or update. To log feature requests for consideration, visit the Greenhouse in our online Daptiv Community. **Major Releases are typically deployed every 3 to 6 months.**