

End-User License Agreement for
usage of the VSTracking™ Program
Delivered as “Software as a Service”

This agreement is made between Online Web Services US, Inc., whose registered address is

P.O. Box 2933
Durango, CO 81302
hereinafter called the “Provider” and

You, the user of VSTracking™ services, hereinafter called the “Customer,”

1.ACCEPTANCE

In order to use the Software as a Service "SAAS" hereinafter, the Customer must first agree to this End-User License Agreement. If the Customer does not or cannot agree to this License Agreement, he/she is not permitted to use the SAAS. The Customer accepts and agrees to the terms of this License Agreement on his/her own behalf and/or on behalf of his/her company or organization, as its authorized legal representative, by incorporating this EULA into a validly issued State of Colorado Purchase Order.

2.SOFTWARE-AS-A-SERVICE (SAAS)

This agreement provides Customer with access to the proprietary software named “VSTracking™”, and a terminable, nontransferable and non-exclusive limited license for usage of its functions as a service, hereinafter called “SAAS”. Provider will provide this functionality through the Internet within a hosted server environment, mobile software applications, or other Provider approved interface under the terms below (Service). Customer’s license confers no title or ownership in the SAAS software.

3.USE OF SERVICE

a. Generals.

As a condition to using the Licensed Software and any services, Customer agrees that:

- he/she will only use the SAAS for the purposes and in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations and will not alter or misuse the software;
- he/she will not use the Licensed Software or any services for any unlawful or illegal activity, nor to enter, modify or upload data which would commit or facilitate the commission of a crime, or any tortious, unlawful or illegal act;
- To the best of Customer’s knowledge and belief, Customer warrants and represents that his/her data does not and will not violate, misappropriate, or infringe any law, Provider’s or third party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights; Customer must either own all data or have permission from the content owner to use it in the Licensed Software, or be able to prove they are in the public domain.
- Customer will not, through use of the Licensed Software and services, create any Application or other program that would disable, hack or otherwise interfere with the SAAS, or any security, digital signing, digital rights management, verification or authentication mechanisms implemented in the Licensed Software, this SAAS, any services or other Provider’s software or technology, or enable others to do so;

- Customer will not, directly or indirectly, commit any act intended to interfere with the Licensed Software or related services, the intent of this Agreement, or Provider's business practices including, but not limited to, taking actions that may hinder the performance or intended use of the Licensed Software;
- Customer will adhere to his/her health information disclosure policies and applicable federal law and shall advise clients that information may be transmitted to, collected and/or stored by a third party service provider.

b. Customer Owned Data. All data uploaded by Customer and collected by the Licensed Software remains the sole property of Customer (Customer Data).

Customer grants Provider the right to use, store and modify the Customer Data solely for purposes of Provider performing the Services under this agreement. Customer hereby warrants to Provider that it either owns, or is a licensee, of the Customer Data and has the full requisite power and authority to grant Provider such usage rights in the Customer Data and that there are no additional consents or approvals required for granting such usage rights. During the term of this agreement, Customer may download the Customer Data from within the Service or schedule the Customer Data to be automatically downloaded, which in each case will only be provided in the available formats.

c. Provider Access and Usage.

- Customer may authorize his/her employees, service Providers, and other third parties to access the Services with user credentials, which access must be for the sole benefit of Customer and in compliance with this agreement. Customer is responsible for such representative compliance with this agreement.
- Except as permitted or required by law, as necessary to the performance of its contract with Customer and/or its internal operations, Provider agrees that all medical information received, collected and stored for Customers in the United States or Customers subject to such laws and/or jurisdiction shall be kept private as may be required by the Health Information Portability and Accountability Act of 1996 [42 U.S.A.C. §1320 et sec. 45 C.F.R. Part 160 and 164] and shall not be disclosed to or shared with any third parties.

d. Customer Responsibilities. Customer

- must keep his/her passwords secure and confidential;
- is solely responsible for Customer Data and all of its activity in its account in the Service;
- must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Provider promptly of any such unauthorized access;
- and may use the Service only in accordance with applicable law.

e. Customer Obligations. Customer certifies to Provider and agrees that:

- he/she is of the legal age of majority in the jurisdiction in which Customer reside (at least 18 years of age in many countries) and have the right and authority to enter into this Agreement on his/her own behalf, or if he/she is entering into this Agreement on behalf of his/her company, organization, educational institution, or agency, instrumentality, or department of the federal government, that

he/she have the right and authority to legally bind such entity or organization to the terms and obligations of this Agreement;

- All information provided by Customer to Provider or his/her end-users in connection with this Agreement, will be current, true, accurate, supportable and complete and, with regard to information provided, he/she will promptly notify Provider of any changes to such information. Further, Customer agree that Provider may share such information (including email address and mailing address) with third parties who have a need to know for purposes related to the SAAS (e.g., intellectual property questions, customer service inquiries, etc.);
- Customer will comply with the terms of and fulfill his/her obligations under this Agreement and he/she agrees to monitor and be responsible for Customer's Authorized Users' use of the Licensed Software and services, and their compliance with the terms of this Agreement;
- Customer will not act in any manner which conflicts or interferes with any existing commitment or obligation Customer may have, and no agreement previously entered into by Customer will interfere with Customer's performance of his/her obligations under this Agreement.
- the Licensed Software, and Customer's user data entered in it, may not be used for the purpose of harassing, abusing, spamming, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others.
- Customer will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by him/her and his/her Authorized Users in connection with the Licensed Software and services, including, but not limited to, any data encoding, download, or any other services used by Customer;

f. Trial Use.

If Customer has registered for a trial use of the Service, when available, Customer may access the Service for the time period specified by Provider. All Customer Data will be deleted 7 days after the trial period.

4. WARRANTY DISCLAIMER

Customer expressly acknowledges and agrees that use of the SAAS, and any services is at his/her sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with him/her. The SAAS, and any services are provided "as is" and "as available", with all faults and without warranty of any kind, and Provider hereby disclaim all warranties and conditions with respect to the licensed software, and services, either express, implied or statutory, including without limitation the implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, timeliness, and non-infringement of third party rights. Provider does not warrant that the SAAS will meet customer's requirements, that the operation of the SAAS will be uninterrupted, timely, or error-free, that defects or errors in the SAAS will be corrected, or that any information stored or transmitted through the SAAS will not be lost, corrupted or damaged. While Provider takes reasonable physical, technical and administrative measures to secure the service, Provider does not guarantee that the SAAS and the access to the website cannot be compromised. No oral or written information or advice given by Provider or a Provider's authorized representative will create a warranty not expressly

stated in this agreement. No licensor, dealer, distributor, reseller, agent or employee is authorized to make any modifications, extensions, or additions to this warranty. Certain supported third-party web services or technology that the Service integrates with may be made available within the Service, if Customer has an account and agreement with the applicable third party. Provider has no liability regarding those web services or technology, and Customer's agreement with that third-party solely governs Customer's access and usage of that web service or technology.

5. PAYMENT

Customer must pay all fees as specified on the order, but if not specified then within 45 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, withholding and other similar taxes unless tax exempt. This agreement contemplates one or more orders for the Service, which orders are governed by the terms and conditions in the State of Colorado Purchase Order, which shall supersede, and the terms of this agreement.

a. Credit Card Payments.

Customer may pay for the Services online, if credit card payment available and Provider may charge its credit card for all purchases and for any additional amounts owed to Provider. Customer must provide a valid credit card that hereby explicitly authorized and empower Provider to use the credit card for such purpose. If a Customer credit card changes or expires, or is revoked, disputed or not valid for any other reason, Provider may suspend, terminate, or both (without liability) Customer's use of the Services upon 5 days' notice sent to Customer via email (using its email address in the Service).

6. CONFIDENTIALITY

a. Definition of Provider's Confidential Information.

Confidential Information means all non-public trade secrets, know-how, marketing methods, software and other financial, business or technical information of Provider of any type and nature that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Provider's Confidential Information includes without limitation the Service and Licensed Software (including without limitation the Service user interface design and layout).

b. Non-Disclosure.

Except for the specific rights granted by this Agreement, Customer shall not possess, use or disclose any of Provider's Confidential Information without Provider prior written consent, and shall use reasonable care to protect the Confidential Information. Subject to the Colorado Governmental Immunity Act at CRS § 24-10-101 et seq or the Federal Tort Claims Act at 28 USC §§ 1346(b) and 2671 et seq, Customer shall be financially and legally responsible for any breach of confidentiality by his/her employees.

c. Prohibited Uses.

Customer shall not use any of Provider's Confidential Information to create any software, content or documentation that is similar to any Licensed Product, or to alter, disassemble, decompile, reverse engineer or otherwise try to discover any source code or underlying structures, ideas or algorithms of SAAS or encryption of the content. Customer shall not lease, rent, loan, sublicense, transfer, copy or

distribute the SAAS. Customer shall not alter, obscure or remove any trademark, patent notice or other proprietary or legal notice displayed by Provider.

d. Logo.

Notwithstanding the foregoing, Provider and Customer may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

e. Non-Compete.

Subject to any geographical or time period restrictions imposed by law, Customer shall make no use of the software, program, services, concepts or other elements, components and aspects of the SAAS, to engage in any commercial, proprietary, business and/or promotional activity of any type or nature in competition with Provider.

7. Provider PROPERTY.

a. Reservation of Rights.

The software, workflow processes, user interface, designs, know-how, Licensed Software, and other technologies provided by Provider as part of the Service are the proprietary property of Provider and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Provider. Customer may not remove or modify any proprietary marking or restrictive legends in the Service or Licensed Software. Provider reserves all rights unless expressly granted in this agreement. Provider may use during and after the Term all aggregate non-identifiable data in the Service for purposes of enhancing the Service, technical support and other business purposes. Customer agrees to cooperate with Provider to maintain Provider's ownership of the Licensed Software, and, to the extent that Customer become aware of any claims relating to the Licensed Software, he/she agrees to use reasonable efforts to promptly provide notice of any such claims to Provider.

b. Restrictions.

Customer may not or enable others to

- sell, resell, redistribute, transfer, sublicense, rent or lease the Service, in whole or in part, unless otherwise provided under an order or another agreement with Provider;
- use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights;
- interfere with or disrupt the integrity or performance of the Service;
- attempt to gain unauthorized access to the Service or their related systems or networks;
- attempt to derive the source code of, modify, decrypt, or create derivative works of the Licensed Software or any services provided by the Licensed Software or otherwise provided hereunder;
- or access the Service or use the Licensed Software to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. If Customer breaches any of the foregoing restrictions, he/she may be subject to prosecution and damages. All licenses not expressly granted in

this SAAS Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Provider, by implication, estoppel, or otherwise. This Agreement does not grant Customer any rights to use any trademarks, logos or service marks belonging to Provider.

If Customer wants to make reference to any Provider's products or technology or use Provider's trademarks, this must be previously agreed in writing with Provider.

c. Licensed Software. Subject to the terms and conditions of this SAAS Agreement, Provider hereby grants Customer during the Term, a limited, nonexclusive, personal, revocable, non-sub licensable and non-transferable license for the Licensed Software. The Customer can download, distribute (as may be required to enable Customer representatives to use the Licensed Software) and operate such software on an unlimited number of computers and networked appliances within Customer's network environment, for use solely with the Service, unless otherwise provided under an order or another agreement with Provider. Acceptance will be signified by incorporating mutually agreed upon new terms of the Agreement into a validly issued State of Colorado Purchase Order.

Provider and its licensors reserve the right to improve, change, suspend, remove, or disable access to any Services of the Licensed Software at any time without notice. Customer must accept and agree that despite the effort to keep available as much SAAS services as possible, there is no guarantee that some services wouldn't be modified or suppressed. In no event will Provider or its licensors be liable for improving, changing, suspending, removing, or disabling the access to any such Services. Provider or its licensors may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

8. LIABILITY LIMIT

a. Exclusion of Indirect Damages. To the extent not prohibited by applicable law, in no event will Provider be liable for any incidental, special, indirect, consequential or punitive damages whatsoever, including, without limitation, damages for loss of profits, business interruption or any other commercial damages or losses, arising out of or related to this agreement, Customer's use or inability to use the licensed software, however caused, whether under a theory of contract, warranty, tort (including negligence), products liability, or otherwise.

b. Limit on Liability. Except for Provider's indemnity obligations or breach of confidentiality, Provider's liability for all damages arising out of or related to this Agreement does not exceed the actual amount paid by the Customer within the preceding 12 months under this agreement.

9. TERM AND TERMINATION

a. Term. This agreement continues until all orders terminate.

b. No TABOR Application. All sums due to Provider shall be paid as an upfront one-time fee such that Customer shall have no multiple-fiscal year debt or financial obligation under the Colorado Taxpayer Bill of Rights [TABOR].

c. Termination for Material Breach. If either party is in material breach of this agreement, the other party may terminate this agreement with immediate effect, if the breach has not been cured within 30 days.

d. Return of Customer Data.

- During the term of each order, Customer may download the Customer Data in available formats.
- 30 days after the termination of an order, Customer will no longer have access to the Service, its account or the Customer Data.
- 30 Days after termination of an order, Provider has no obligation to maintain the Customer Data and may destroy it.

e. Return or Destroy Provider Property Upon Termination.

Upon termination of this agreement for any reason, Customer must pay Provider any due but unpaid amounts prorated to the date of termination, and destroy or return the Licensed Software and all other property of Provider. Customer will confirm its compliance with this destruction or return requirement in writing upon request by Provider.

f. Suspension of Service for Violations of Law.

Provider may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, (a) Customer has violated a law or any provision of this Agreement, including (b) Customer Data contain content or attachments of any kind (text, graphics, images, photographs, sounds, etc.) that in Provider's reasonable judgment may be found objectionable or inappropriate, for example, materials that may be considered obscene, pornographic, or defamatory. Provider will attempt to provide adequate notice.

10. INDEMNITY BY PROVIDER FOR INFRINGEMENT

a. Defense of Third Party Claims.

Provider will defend or settle any third party claims against Customer alleging that the Service (not related to Customer Data) used in accordance with this agreement violates a copyright, patent, trademark or other intellectual property right, if Customer:

- Promptly notifies Provider of the claim in writing;
- Cooperates with Provider in the defense; and
- Allows Provider to solely control the defense or settlement of the claim; however, Customer may take over sole control of the defense or settlement of such claim at its own expense, and shall fully release Provider from liability if Customer does so.

b. Remedies. If such a claim appears likely, then Provider may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If Provider determines that none of these are reasonably available, then Provider will terminate the Service and provide a refund of any prepaid and unused amounts.

c. Exclusions.

Provider has no obligation for any claim arising from:

- Provider's compliance with Customer's designs, specification, instructions, or technical information;
- Modifications made other than by Provider;
- A combination of the Service with other technology where the infringement would not occur but for the combination; or
- Technology not provided by Provider.
- This section contains Customer's exclusive remedies and Provider's sole liability for intellectual property infringement claims.

11.MISCELLANEOUS.

a. Money Damages Insufficient.

Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

b. Entire Agreement and Changes.

This agreement, the State of Colorado Purchase Order, and each order constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification of this agreement is effective unless mutually agreed upon and incorporated into a validly issued State of Colorado Purchase Order, and no waiver is effective unless the party waiving the right signs a waiver in writing.

c. Electronic Notice.

For purposes of service messages and notices about the Services, Provider may place a notice across its pages to alert Customer of important notices. Alternatively, notice may consist of an email to an email address associated with Customer's account. Customer understands that Provider has no liability associated with Customer's failure to maintain accurate contact or other information

d. No Assignment.

Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party, but only with the written consent of the other party, which consent shall not be unreasonably withheld.

e. Independent Contractors.

The parties are independent contractors with respect to each other. No agency relationship is intended, created or implied.

f. Enforceability and Force Majeure.

If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for force majeure events.

g. States' Terms and Conditions Prevail.

h. Order of Precedence.

If there is an inconsistency between this agreement, the State of Colorado Purchase Order, and an order, the State of Colorado Purchase Order prevails.

i. Survival of Terms.

Any terms that by their nature survive termination or expiration of this agreement, will survive.

j. Export Control.

Each party must comply with the export control laws of applicable countries.

k. Press Releases and Other Publicity.

Customer may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the parties, without Provider's express prior written approval, which may be withheld at Provider's discretion.

12. GOVERNING LAW AND FORUM

This agreement is governed by Texas law without giving effect to its conflict of law provisions. Any dispute arising out of or related to this agreement may be brought before the courts located in the State of Texas to whose exclusive jurisdiction the parties hereby consent.

Authorized Official Name: Randy Feully Title: President

Signature:  Date: 08/03/2018

Authorized Official Name: _____ Title: _____

Signature: _____ Date: _____