

Project Me Pro SaaS Agreement

Last updated: July 19, 2016

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

The standard SaaS Agreement with Project Me Pro is provided below. By using our SaaS you are explicitly agreeing to all of the following terms and conditions:

DEFINITIONS

"Customer" shall mean companies, schools, agencies or other who purchase products or services from Project Me Pro

"Courseware" shall mean programmed instructional presentations, including any quizzes, remedial feedback and downloadable documents, designed to deliver learning experiences to the user provided by Project Me Pro to Customer under this Agreement.

"Hosting Services" shall mean the services provided by Project Me Pro to Customer under this Agreement. A complete list of services provided may be found under the Specifications.

"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) Courseware, Setup, Hosting Services, and Support Services provided by Project Me Pro to Customer as described by the Specifications.

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

"Project Me Pro Materials" shall mean any software, courseware, 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.

"Customer Courseware" shall mean any courseware, audio files, video files, data, graphics or other materials or resources installed in the Project Me Pro platform for transmission to Customer in order to provide any of the services under this Agreement.

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

1. SAAS SPECIFICATIONS.

Project Me Pro agrees to provide Customer with SaaS according to the following Specifications (the "Specifications"):

Project Me Pro provides SaaS in the form of cloud-based Courseware, and Support Services.

Courseware

Customers can purchase courseware licenses as single-play retail views to be started at agreed-upon date, and lasting 12 months with the opportunity to extend as required.

Payment terms are negotiable and detailed for each Customer in an Account Summary form illustrated in Online Account Page of this agreement.

Hosting Services

Fees for Hosting Services and Support Services are included in the Courseware licensing fees. Customer Courseware Hosting Service refers to the hosting of the custom domain in the form customer.projectmepro.com. We will also host user downloadable materials, not to exceed 100MB. Project Me Pro will not host videos, but will host links to videos hosted through other services.

Support Services

Support Services are included with the Courseware license for users who have Administrator or Advisor permissions. Users with Student permissions should seek advice from Administrators or Advisors en lieu of contacting Project Me Pro directly.

Support services provided by Project Me Pro to Administrators or Advisors include addressing issues related to using Project Me Pro SaaS solution and. Issues can be communicated from Administrators or Advisors to Project Me Pro via e-mail, phone or Project Me Pro web site Contact Us page. Support Services is restricted to addressing issues related to the functionality of the Project Me Pro SaaS solution and Courseware, and does not include technical assistance with user connectivity or personal computing technology.

1.1 SERVICES PROVISIONS.

Rights and License Granted.

Except for Customer student course completion records, Customer is not granted any rights or license to the Software or Services under this agreement. Customer acknowledges that through its payments to Project Me Pro 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 Courseware 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 (the entire year agreement).

Project Me Pro reserves the right to remove any content Project Me Pro views as harmful or content that could subject 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, Project Me Pro Data or Source Code, Courseware or any Materials provided to Customer during the term of this Agreement. Customer access to employee course completion records will be withheld at the end of Term until Customer's balance is fully paid.

U.S. export control laws and other applicable export and import laws govern Customer's use of the SaaS, including technical data. Neither the Project Me Pro 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 Project Me Pro as defined in the payment option selected by Customer and outlined in Online Account Page.

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 Project Me Pro 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.

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 Project Me Pro and outlined in Online Account Page.

3. TERMS OF PAYMENT.

Terms of payment negotiated on a case by case basis and outlined in Online Account Page. Project Me Pro 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, Courseware, 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 Project Me Pro 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 Project Me Pro Materials or SaaS in any way not intended or expressly provided for by this Agreement.

5. CUSTOMER INFORMATION.

Project Me Pro 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 Project Me Pro's control. Project Me Pro accepts no responsibility beyond ordinary and customary responsibilities. The Privacy Policy provided on Project Me Pro's website provides details about the company's policy for securing and protecting Customer Information and is maintained and kept up to date by the Company.

6. WARRANTIES.

Project Me Pro and any suppliers of content materials make no warranties or representations of any kind, whether expressed or implied, for the SaaS Project Me Pro is providing. Project Me Pro 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 Project Me Pro is at Customer's own risk, and Project Me Pro 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. Project Me Pro does not represent guarantees of speed or availability of end-to-end connections. Project Me Pro 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. Project Me Pro specifically denies any responsibilities for any damages, direct or indirect, arising as a consequence of such unavailability.

6.1 NO DUTY TO CUSTOMER'S USERS NOT DIRECTLY CONTRACTED WITH PROJECT ME PRO.

Project Me Pro 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 Project Me Pro. 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 Project Me Pro for SaaS and SaaS Support.

7. COPYRIGHTS AND TRADEMARKS.

Customer warrants that Customer has the right to use any applicable trademarks or copyrighted Customer Courseware 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 Project Me Pro. In the event that Customer contemplates whole or partial sale of Customer's business, ownership change, or change in jurisdiction, Customer shall notify Project Me Pro by mail or email no less than sixty (60) days prior to the effective date of the event.

9. TERMINATION.

Project Me Pro 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 Project Me Pro 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 Project Me Pro and Customer.

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 Project Me Pro 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 Project Me Pro 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 Delaware. 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 Project Me Pro.

Signature below by your authorized representative is your consent to the terms and conditions of this agreement.

Customer:	Project Me Pro LLC:
Signature: _____	Signature: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____