



nizeX, Inc. PO Box 737 Jackson GA 30233 Office: 678.359.4184

nizeX, Inc. SaaS License Agreement

1. GRANT OF LICENSE: The Owner grants you the rights to use the software (Lizzy), according to the license model in point 2.
2. LICENSE MODEL: This license allows you to use Lizzy in order to process and store your daily business data. This license covers and includes all related interfacing modules that may be used in order to interface Lizzy with existing onsite applications and processes.
3. LICENSE VALIDITY: This license is valid so long as you are current on monthly service fees.
4. SERVICE FEES: Service fees are to be paid in advance on the pre-arranged date decided upon by you. Fees themselves are calculated based on the current schedule found at <http://www.nizex.com/rates/> . Access to data and services is based upon the timely payment of service fees. nizeX, Inc. will work with you where needed to insure you have access to your data when needed.
5. SOFTWARE OWNERSHIP: All Software and modules are the sole property of nizeX, Inc. and all rights not expressly granted to you in this EULA are reserved by us. nizeX, Inc. is the owner of title, copyright, and other intellectual property. The software is licensed, not sold.
6. OWNERSHIP OF DATA: You retain sole ownership of all data collected by Lizzy during the operation of your business and the lease of the software. We make every possible effort to maintain our servers in both hardware and software in order to keep your data protected. All data is backed up daily both onsite and offsite in encrypted form. Upon request we will provide backups to you for personal storage. Fees may be required for this service but will be listed on the rates page of nizeX.com. Backups will be in Extracted SQL Form.
7. SECURITY GUARANTEE: nizeX, Inc. provides state of the art security in both physical and software related aspects. We maintain training of our personnel, service patches on our servers, firewalls, backups and reserve the right to install other measures where we see fit. All data, both in and out of our facilities is encrypted and where necessary data is stored encrypted in the databases. Each customer utilizing our services will have their own unique and separate database in which all of their corporate data will be stored. We maintain certifications where necessary to insure proper storage and security of data. We can not guarantee that a breach will never occur, however, we do guarantee that if a breach occurs



we will handle it as quickly and efficiently as possible and will notify all those involved immediately.

8. DATA ACCESS: nizeX, Inc. guarantees 24x7 access to your data with 99.9% uptime. If your data becomes inaccessible due to problems at our facilities we will refund 1 day of service fees for every hour we are down. Your data is also protected not only from the outside, but also from within nizeX, Inc. Only system administrators have full access to the system and not even system developers can gain access to your data directly. All access must be granted by you in the form of creating accounts and granting specific access to our representatives. If you require assistance and want a representative to be able to access your data directly you will first be required to create an account for them and allow them to login. The only exceptions to this are the trainers that are given access upon your initial setup but you can remove them from having access at any time.
9. TERMINATION: Lizzy is paid monthly for as long as you need service. There are no cancellation fees and you can change your monthly needs as often as you desire. Termination and changes require a minimum 10 day notice prior to your billing cycle in order to effect your monthly charge.
10. REFUNDS: Because Lizzy is a SaaS (Software as a Service) level application, with pay as you go terms, no refunds will be granted. We offer free 30 day evaluations of the software as well as demos and videos for reference. Assurance that the software performs the needed tasks before making a purchase should be made before making any decisions.
11. WARRANTY: nizeX, Inc. represents and warrants that it has full title and ownership of Lizzy and has the authority to grant the license here under. To the best of Owner's knowledge the software does not infringe upon the intellectual property rights of any third party and it did not receive any alleged infringement thereof.
12. DISCLAIMER OF WARRANTY: The software and its related material are provided "AS IS" and without warranty of any kind, and the owner expressly disclaims all other warranties, expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for any particular purpose.
13. SERVICE AND SUPPORT: Service and Support are included within the monthly fees expressed at the time of purchase. Setup and data conversion fees are one time only fees and are non refundable.
14. GUARANTEE OF SERVICE: nizeX, Inc. guarantees that we will make every effort to insure Lizzy operates in a manor suitable to our customers needs. We promise to work with our customers to insure support and updates are handled within



reasonable guidelines and reserve the right to make changes where we see fit in order to continue to improve these services.

15. COMPANY FAILURE: In the event nizeX, Inc. goes out of business for any reason, each of our customers will receive a full backup of their data and full source code of Lizzy to enable them to operate the software at their facilities without the need of our services. The data will be accompanied with instructions on how to properly setup and initiate the proper services.

Signature