



*Nutrition for Your Business*

## CEO JUICE ALERT SERVICES AGREEMENT

This Agreement entered this \_\_\_\_ day of September 2014, by and between CEO Juice Inc. (hereinafter “Juice”) a Delaware corporation, located at 3725 Wellborn Street, San Diego, California 92103, and \_\_\_\_\_, (hereinafter “CLIENT”), located at \_\_\_\_\_

Whereas, Juice has developed and is owner of an automated process to review business performance and practices and alert select CLIENT personnel when needed; and

Whereas CLIENT desires that its business performance and practices be monitored and that CLIENT management be alerted on a timely basis to significant variances;

Now therefore in consideration of the mutual promises contained herein the Parties agree as follows:

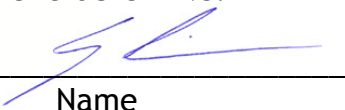
- 1) Juice agrees to install and maintain upon CLIENT’s computer servers the Juice software required to monitor, compare, and alert CLIENT based on the alerts they subscribe to.
- 2) All rights, title and interest, including without limitation all intellectual property rights, in and related to the Juice alerts and Best Practices and all improvements, derivative works, and modifications thereof, are solely owned and shall be maintained by CEO Juice.
- 3) Juice represents that Juice software will not interfere with the operation, speed, and security of the CLIENT computer system;
- 4) CLIENT agrees that Juice may install upon its servers LogMein for the purpose of providing Juice with remote access to the CLIENT computer system. Juice agrees that remote access will be password protected, with said passwords to be changed no less than quarterly, with access given only to those with the need to do so.
- 5) Juice represents and warrants that remote access will not affect the security of the CLIENT computer system, shall be virus free, and shall not be used to access any files, data, or information not required for the delivery of Juice alerts.
- 6) CLIENT’s total cost for the alerts provided shall be \_\_\_\_\_ per month, payable monthly in advance by electronic payment, check, or bank debit. There is also a \$1,500 installation fee.
- 7) Confidential Information shall include all CLIENT files, data and information and all Juice software and alerts. Upon termination of this Agreement all Confidential Information shall remain the exclusive property of the respective Party. Juice may not divulge CLIENT data or information to any third party. Juice covenants and agrees with CLIENT that it will keep secret and treat confidentially the Confidential Information of CLIENT and will not disclose any of the Confidential Information to

any person or entity nor shall use the Confidential Information for any purpose other than purposes which serve CLIENT.

- 8) This Agreement shall remain in effect on a month-to-month basis and may be terminated by either Party upon thirty (30) days advance notice. Upon termination, CLIENT shall have the option to purchase all software and processes installed upon the CLIENT servers for the payment of Six Thousand (\$6,000) Dollars, plus an annual licensing and maintenance fee of Nine Hundred Ninety-Five (\$995.00) Dollars per year.
- 9) If client cancels in the 1<sup>st</sup> 60 days from software install, CEO Juice will refund any payment made including installation fee.
- 10) In the event that Juice is placed in bankruptcy, makes an assignment for the benefit of creditors, or ceases operations as an ongoing business then all software and processes installed will transfer to CLIENT at no charge, however the annual licensing and maintenance fee must be paid.
- 11) No Warranties. Except as otherwise described herein, Juice provides the software "AS IS". JUICE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS AGREEMENT. CLIENT agrees that Juice shall not be liable for loss profits or consequential, direct, special, or indirect damages, and CLIENT agrees not to assert any such claim against Juice. In no event shall Juice's liability exceed the amount paid by CLIENT under this Agreement.
- 12) Any claim or controversy between the parties, whether arising out of this Agreement or not, shall be resolved pursuant to the provisions of this paragraph. Prior to resort to arbitration, the parties shall first attempt, in good faith, to mediate any dispute through representatives of both CLIENT and Juice. Within thirty (30) days of any request for mediation, management representatives of Juice and CLIENT shall attend the mediation in a good faith attempt to reach a mutually acceptable agreement as to the issues in dispute. In the event the mediation is not successful in resolving the claim or controversy in dispute to the satisfaction of the parties, such claim or controversy shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in effect at the time a demand for arbitration is made. The arbitration hearing and all proceedings in connection therewith shall take place in the location selected by the party against whom arbitration has been demanded before one (1) neutral arbitrator. The arbitrator shall be an attorney knowledgeable in office technology matters. The arbitrator may award any remedy that would be available from a court of law or equity including attorney's fees and costs to the prevailing party.
- 13) If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed to be omitted.
- 14) This Agreement shall be governed by the laws of the State of California without giving effect to conflict of laws rules thereof.

AGREED AND ACCEPTED BY:

CEO JUICE INC.

  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title