

MASTER SUBSCRIPTION AGREEMENT

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE GET IT NOW - ORDERING PROCESS YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF THE SERVICES OFFERED BY SQUIVR, LLC., AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU", "YOUR" AND "CUSTOMER" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE. THIS AGREEMENT IS EFFECTIVE WHEN YOU CLICK "I ACCEPT" BELOW ("EFFECTIVE DATE").

The Service

This Agreement governs Your use of the software solutions owned by Squivr, and as identified in an Order Form (the "Service(s)"). Squivr does not host or operate the Service, rather the Service is provided by Squivr as software installed within Your Salesforce.com Service instance.

1. License Grant & Restrictions.

1.1 Subscription to the Service. Subject to the terms of this Agreement, Squivr hereby grants to You a non-sublicensable, worldwide, non-transferable (except as provided in Section 14), non-exclusive subscription license for Your use of the Service by the quantity of subscription Users as specified in an associated Order Form, in accordance with the Documentation and solely for Your internal business purposes. Each User subscription license is for a designated User and cannot be shared or used by more than one User but may be reassigned to a new User replacing a former User who no longer requires ongoing use of the Service. Squivr reserves all rights not expressly granted to You in this Agreement. You may allow Your Affiliates access, use, and benefit from the Service for their business purposes as well, but all agreements of Customer in favor of Squivr hereunder shall apply to such Customer Affiliate. You are solely liable and responsible for Your Affiliates' access and use of the Service and compliance with the terms and conditions of this Agreement.

1.2. Additional Use. If You wish to add additional Users ("Additional Use"), You should contact Squivr and Squivr shall make the Service available for the Additional Use on the terms and conditions set forth in this Agreement. With respect to Additional Use: (i) the term of any additional User's access to the Service will be coterminous with the preexisting subscription term (either Initial Term or renewal term) and all other terms of this Agreement, and (ii) You will be responsible for any additional fees for any Additional Use exceeding the authorized number of Users.

1.3. Restrictions. You shall not (i) license, sublicense, sell, resell, use as a service bureau, or otherwise use the Service for a third party's benefit unless authorized by Squivr; (ii) transfer, assign (except as provide in Section 14), distribute or otherwise commercially exploit or make

the Service, Squivr System or Content available to any third party not authorized by Squivr; (iii) modify or make derivative works based upon the Service or the Content; (iv) create Internet “links” to the Service or “frame” or “mirror” any Content on any other server or wireless or Internet-based device; (v) reverse engineer or decompile the Service or Squivr System.

1.4. Mutual Responsibilities and Your Responsibilities. The parties to this Agreement shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and will notify each other, promptly after becoming aware of the same, of any unauthorized use of any password or account or any other known or suspected breach of security of the Service; notwithstanding the foregoing, Squivr shall have no obligation to monitor the Service for unauthorized uses or breaches of security. Further, you shall (i) report to Squivr promptly and use reasonable efforts to stop immediately any unauthorized copying or distribution of Content to the extent known; and (ii) not impersonate another Service user or provide false identity information to gain access to or use the Service.

2. Compliance with Laws

2.1. You are responsible for all activity occurring under Your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

2.2. Squivr shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with providing the Service, including those related to data privacy, international communications, and the transmission of technical or personal data.

3. Security, Support and Service Levels

3.1. Squivr will provide the support and service levels described in Exhibit A, attached hereto and the terms of which are incorporated herein.

3.2. Squivr products are not hosted separately from Salesforce.com and do not extract and transmit data from your environment. There are no outside communications coming into your environment. Any data concerns should be addressed by Salesforce.com’s security as no data leaves your environment as a result of Squivr products.

4. Intellectual Property Ownership

4.1. Squivr LLC. Squivr owns all rights, title and interest, including all related Intellectual Property Rights, in and to the Squivr System, the Content and the Service, and any suggestions, ideas, enhancement requests, feedback, or recommendations provided by You relating to the Service. The Squivr name, the Squivr logo, and the product names and logos associated with the Service are trademarks of Squivr.

4.2. Customer. You retain all right, title and interest in and to Your data. Squivr will not extract any of your data from your Salesforce.com environment. Squivr will not use or access any of your data outside of Your Salesforce.com.

5. Fees & Billing

5.1. Fees. Fees for the Service are described in an associated Squivr Order Form or invoice. Any renewal fees will be based on Squivr's then-current fees, unless otherwise stated in an Order Form. All fees due are payable in U.S. Dollars. Squivr's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Squivr's income.

5.2. Billing and Payment. Squivr issues invoices on or about the subscription start date for the Initial Term and on or around the anniversary of the subscription start date for subsequent renewals. Fees shall be invoiced and paid in advance for an annual subscription. Unless otherwise stated on an Order Form, fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Squivr of any changes to such information. If You add additional Users to the Service, allow use of the Service by more than the paid-for number of Users in excess of the allowance associated with Your subscription, Squivr will invoice You for the additional applicable prorated fees at the same rate for the current term.

6. Term

This Agreement commences on the Effective Date and will continue for an initial term of one (1) year ("Initial Term") or the length specified in the initial Order Form, from the subscription start date specified in the associated Order Form. Upon the expiration of the Initial Term, this Agreement and the associated Order Forms will not automatically extend, and a new Order Form which references this Agreement must be fully executed by both parties; provided that each applicable Order Form that has not been terminated concurrently with the termination of the Agreement shall continue to be governed by this Agreement as if it had not been terminated. Either party may terminate this Agreement or reduce the number of Users, effective upon the expiration of the Initial Term or then-current term, by notifying the other party in writing at least 30 days prior to the expiration of the Initial Term or then-current term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination, or the number of days stated on a trial Order Form shall constitute notice of termination.

7. Professional Services

From time to time, You may purchase professional services from Squivr relating to installation, training, implementation, or configuration of the Service ("Professional Services"). Professional Services performed by Squivr, and the applicable fees for such Professional Services, shall be governed by a statement of work or an Order Form which identifies non-subscription Professional Services, and shall be included as part of the "Services" under the terms of this Agreement.

7.1. Professional Services Warranty. Squivr warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work. If Professional Services are non-conforming, You may elect to have Squivr promptly repair the non-conforming deliverables at no additional cost to You, or terminate the applicable Order Form with respect to any future Professional Services to be provided pursuant to such Order Form; provided that You will be responsible for payment of all Services rendered prior to such

termination date, provided the Services comply with the deliverables specified in the applicable statement of work.

8. Suspension & Termination

If You are in breach of this Agreement due to non-payment, Squivr may suspend Your access to and use of the Service until You have cured the breach. Squivr will provide at least 15 days written notice prior to any such suspension. Additionally, either party may terminate this Agreement upon written notice if the other party materially breaches the Agreement and does not cure such breach within 30 days after written notice of such breach. Upon the expiration or termination of this Agreement for any reason: (a) any amounts owed to Squivr by You under this Agreement before such termination will become immediately due and payable except where this Agreement is terminated by You in accordance with this paragraph due to Squivr's uncured breach then Squivr will refund You prepaid fees prorated from the effective date of termination, and (b) Squivr will terminate Your access to or use of the Service. The rights and duties of the parties under Sections 4, 5, 7-14, and 17 will survive the termination or expiration of this Agreement. In no event will termination for convenience, without cause relieve You of Your obligation to pay any fees payable to Squivr for the period prior to the effective date of termination.

9. Representations & Warranties

9.1. Mutual Warranty. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

9.2. Data Warranty. You represent and warrant that You own or have obtained all rights, consents, permissions, or licenses necessary to your Salesforce environment and its data.

9.3. Service Warranty. Squivr represents and warrants that the Service will perform according to Salesforce's service availability as there are no hosted solutions in addition to Salesforce.com. For avoidance of doubt, the parties acknowledge and agree that Squivr has no responsibility or liability for Salesforce.com's availability and the Services will not perform if Salesforce.com is unavailable. Squivr will use its commercially reasonable efforts to ensure that Customer has access to the Service at all times during the term of Customer's license (except during any periods of suspension). Notwithstanding the foregoing, Squivr has no liability for any downtime of the Service as a result of the actions or omissions of the administrators of Customer's Salesforce instance, Salesforce or other third party, including, without limitation, any changes to Salesforce that affect Customer's ability to use the Service. Squivr further represents that the Squivr Service does not contain any computer code that is intended to (i) disrupt, disable, harm, or otherwise impede in any manner, the operation of Customer's Salesforce.com services software, firmware, hardware, computer systems or network (sometimes referred to as "viruses" or "worms"), (ii) permit unauthorized access to Customer's network and computer systems (sometimes referred to as "traps", "access codes" or "trap door" devices), or any other similar harmful, malicious or hidden procedures, routines or mechanisms which could cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with Customer's operations.

10. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SQUIVR MAKES NO WARRANTY OF ANY KIND AND ALL CONTENT AND SERVICES ARE PROVIDED TO YOU STRICTLY ON AN “AS IS” BASIS. ALL OTHER IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SQUIVR.

11. Mutual Indemnification

11.1. Your Indemnity. You shall indemnify, defend and hold Squivr, and Squivr's parent organizations, subsidiaries, officers, members, managers, directors, employees, and agents 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 third party claim that Your data, information, content and other materials provided by You to Squivr and used by Squivr in accordance with the terms of this Agreement infringes or misappropriates any third party's Intellectual Property Rights.

11.2. Squivr Indemnity. If any action is instituted by a third party against You based upon a claim that the Service, as provided, infringes a copyright, registered patent or trademark, then Squivr shall indemnify, defend, and hold You, Your Affiliate's and each such party's parent organizations, subsidiaries, officers, directors, employees, and agents 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 such claim and will defend such action at its own expense on behalf of You and will pay all damages attributable to such claim which are finally awarded against You or paid in settlement of such claim. Squivr may, at its option and expense, and in addition to defending You as set forth in this section: (a) procure for You the right to continue using the Service; (b) replace or modify the Service so that it is no longer infringing but continues to provide comparable functionality; or (c) terminate this Agreement and Your access to the Service and refund any amounts previously paid for the Service attributable to the remainder of the then-current term of this Agreement. Squivr will have no liability to You for any infringement action that arises out of a breach of the terms and conditions of this Agreement by You or of the use of the Service (i) after it has been modified by You or a third party without Squivr prior written consent, or (ii) in combination with any other service, equipment, software or process not provided by Squivr where the combination is the basis for the infringing activity. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF SQUIVR AND YOUR EXCLUSIVE REMEDY AGAINST SQUIVR FOR ANY INFRINGEMENT CLAIM.

11.3. Procedure. A party seeking indemnification under this Section 11 will (a) give written notice of the claim promptly to the other party; (b) give the other party sole control of the defense and settlement of the claim, provided however that the indemnifying party shall not enter into any settlement and release agreement that imposes any liability, restrictions, or burdens upon the indemnified party or admits any fault on behalf of the indemnified party without the indemnified party's review of said settlement and release agreement and express prior written

consent to its terms and conditions, which consent will not be unreasonably denied, conditioned or delayed; and (c) provide to the other party information and reasonable cooperation.

12. Insurance; Limitations of Liability

12.1. During the term of the Agreement, Squivr will, at its cost, maintain (a) industry standard insurance coverages, including, without limitation general commercial liability, and worker's compensation, policies, and (b) and any other insurance required by law in any state or country where Squivr provides services under this Agreement. All policies will be written by reputable national insurance carriers.

12.2. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, BREACH OF ITS OBLIGATIONS IN SECTION 13, ANY VIOLATION TO THE GDPR REGULATION AND OTHER APPLICABLE DATA PRIVACY LAWS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, NEITHER PARTY'S NOR THEIR AFFILIATES' LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S OR ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT BY YOU HEREUNDER IN THE 24 MONTHS PRECEDING THE FIRST INCIDENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5.

12.3. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, BREACH OF ITS OBLIGATIONS IN SECTION 13, ANY VIOLATION TO THE GDPR REGULATION AND OTHER APPLICABLE DATA PRIVACY LAWS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER SPECIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, DATA, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW.

12.4. TRIAL PERIOD LIMITATION OF LIABILITY. THIS SECTION 12.4 SUPERSEDES ANY OTHER INDEMNIFICATION, LIMITATION OF LIABILITY, SECTION 12.2 AND 12.3 FOR YOU IF THESE TERMS ARE AGREED UPON FOR A FREE TRIAL. THIS SECTION DOES NOT APPLY TO PAID SUBSCRIPTIONS AND SHALL NOT APPLY ONCE A FREE TRIAL BECOMES A PAID SUBSCRIPTION. IN NO EVENT SHALL SQUIVR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE, ARISING OUT OF OR RELATED TO

THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, EVEN IF SQUIVR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SQUIVR'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL DAMAGES EXCEED THE AMOUNT OF \$1,000.

13. Confidentiality.

13.1 Confidential Information. Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Receiving Party") certain information regarding the business, products, or services of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, User Details, and other confidential or proprietary information, including information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party ("Confidential Information").

13.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than exercising its rights or performing its obligations under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty under this Section.

13.3 The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.4 Exceptions. The Receiving Party's obligations under Section 13.2 with respect to any Confidential Information of the Disclosing Party will not apply if such information: (a) was already known to the Receiving Party without restriction at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure. Disclosure pursuant to Section 13.4(iii) shall not render Confidential Information as non-confidential or remove such Confidential Information from the obligations of the confidentiality obligations set forth in this Section 13.

13.5 Return of Confidential Information. The Receiving Party will return to the Disclosing Party or use reasonable efforts to destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party or upon the expiration or termination of the Agreement. The Receiving Party will certify in

writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 13.5. Notwithstanding the foregoing, the Receiving Party may retain a limited number of electronic backup copies of Confidential Information as are automatically created and retained by the Receiving Party's standard backup processes and systems. The Receiving Party shall comply with its nondisclosure obligations under this Agreement with regard to such copies and shall destroy them in accordance with Receiving Party's normal destruction processes.

14. Assignment & Change in Control

This Agreement may not be assigned by either party without the prior written approval of the other party, (such approval not to be unreasonably withheld) except in connection with (i) a merger, consolidation, or similar transaction involving (directly or indirectly) a party, (ii) a sale or other disposition of all or substantially all of the assets of a party, or (iii) any other form of combination or reorganization involving (directly or indirectly) such party. Any purported assignment in violation of this section shall be null and void and have no effect.

15. Subscription Through Third party

Squivr authorizes certain third parties to resell Squivr Services ("Resellers"). Your use of the Service purchased through a Reseller is governed solely and exclusively by this Agreement except for subscription term, payment, fees, and delivery terms that are contracted directly between You and Reseller.

16. Export & Anti-Corruption

The Services, Content, other technology Squivr makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in a U.S.- embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Squivr employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. Each party will be responsible for its compliance with these laws and regulations.

17. General

This Agreement shall be governed by Colorado law without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, 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 Colorado, USA. In the event of a conflict between the terms in the main body of this Agreement and the terms in any Squivr Order Form, the Order Form will prevail and control. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be severed from the Agreement, with all other provisions remaining in full force and effect. The parties are independent contractors and this Agreement does not create any joint venture, partnership, employment, or agency relationship between You or Your Affiliate and Squivr. The failure of either party to enforce any right or

provision in this Agreement shall not constitute a waiver of that or any future right or provision unless acknowledged and agreed to by the other party in writing. This Agreement, together with any associated Squivr Order Form, comprises the entire agreement between You and Squivr and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein, including any previously executed electronic version of a Squivr subscription agreement, commonly known as a clickthrough or end user license agreement. Squivr agrees that this Agreement will prevail over any clickthrough “I Accept” end user license agreement during the Initial Term or then current term. **THE PARTIES ACKNOWLEDGE AND AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, ANY TERMS OR CONDITIONS ISSUED IN A PURCHASE ORDER, INVOICE, OR OTHER FORM BY ONE PARTY TO ANOTHER PARTY SHALL HAVE NO FORCE OR EFFECT AND THOSE TERMS ARE FOR PAYMENT PROCESSING PURPOSES ONLY AND ARE EXPRESSLY REJECTED BY BOTH PARTIES RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT.** Each party agrees to provide prior notice of any proposed amendments or modifications to the Agreement or Order Form pursuant to the notice provisions in this Agreement, and such amendments or modifications shall not be binding and effective until they are approved in writing by the authorized representatives of both parties. All notices, required or permitted under this Agreement must be delivered in writing by courier, email or by certified or registered mail (postage prepaid and return receipt requested) to the other party. Notice hereunder will be effective (a) upon receipt or 3 days after being deposited in the mail as required above with the postal authority of the receiving party’s country, whichever occurs sooner, or (b) if delivered by email, upon receipt of the email. Any notice to Squivr will be delivered to support@squivr.com. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any Force Majeure. This Agreement may be signed by facsimile or electronic signature, and/or in counterparts, each of which will constitute an original, but all of which together will constitute the same instrument. You acknowledge and agree that Squivr may, from time to time, rebrand or rename the Service including, but not limited to, domain names, software titles, User subscription classifications and website names. Any such rebranding or renaming shall not affect the Service functionality or level of subscriptions in a signed Order Form.

18. Definitions

As used in this Agreement the following terms have these meanings:

“Affiliate” means any entity (now existing or hereafter formed or acquired), which, directly or through one or more intermediaries, controls, is controlled by, or is under common control with, another entity. Ownership of fifty percent (50%) or more of the voting stock, membership interests, partnership interests, or other equity of an entity shall be deemed to be in control over such entity.

“Content” means the visual information, documents, software, products and services contained or made available to You in the course of using the Service, other than the Service itself.

"Customer Data" means Your data, information, content and other materials provided by You to Squivr, if any, for use in connection with Squivr's provision of the Service.

"Documentation" means Squivr published documentation, knowledge base articles and other content, and technotes that are generally made available by Squivr to all customers, including without limitation the materials located at www.squivr.com.

"Force Majeure" means events or circumstances beyond a party's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, third party strikes or other labor problems (other than those involving Squivr employees), telecommunications or network failures or delays, service or computer failures involving services, hardware, or software not within Squivr possession or reasonable control, and acts of vandalism (including network intrusions and denial of service attacks).

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Order Form" means a Squivr order form signed by authorized representatives of each party describing the services purchased, associated fees, and other terms agreed to by the parties.

"Product Specifications" means Service Tier 1 functionality including organizing contacts and activities via Org Chart and Timeline.

"Salesforce.com Service" means the service provided by salesforce.com to which You must be a subscriber in order to obtain the Service.

"User(s)" means Your named employees, representatives, consultants, contractors, partners, or agents who are authorized to use the Service by You through the Salesforce LMA (License Management Application) or the user management facility of the Service.

"User Details" means basic information collected by Squivr about your users authorized by you to use the Service which is used for subscription management, activity logging, communications to Users by Squivr, and technical support purposes.

Exhibit A

Squivr LLC Service Level Agreement

This Service Level Agreement (“SLA”) details Squivr commitments in relation to: Support services and problem resolution, and remedies.

1. Definitions

“Business Hours” shall mean, except for recognized national holidays in the region: Americas: 7 a.m. and 6 p.m., Eastern Time.

2. Support Services and Problem Resolution

If you have paid Squivr all applicable fees due, Squivr will provide Support Services to Your administrator(s) during Business Hours in the English Language. To receive support Services, You may submit a case at support@squivr.com. Support Services will be based on this Exhibit A. .

Squivr, is a local application to Salesforce.com. Squivr does not have a separate Service hosted and or connected to Salesforce.com.

You acknowledge that the Service is dependent on Your implementation and configuration of the Service and the availability and performance of technology from third-party software and hardware vendors including but not limited to salesforce.com, Salesforce AppExchange products and custom applications, Microsoft, Google, and the providers of Internet browsers. Squivr has no control over, and is not liable for, performance issues or downtime of the Service to the extent caused by such factors. Encryption Gateways and associated third party technology that require any re-direction of Squivr-to-Salesforce connections are not eligible for Support. You may utilize such encryption solutions solely at your own risk.

Support:

Standard Support is provided by Squivr for all Services and includes 2 hours per year of support in accordance with the Response Times listed below. You may purchase Premium Support for an additional fee which includes up to 25 hours per year at expedited Response Times listed below.

Problem	Standard Support Response Time	Premium Support Response Time	Resolution Time
Level 1: A documented feature is not available that prevents the use of a Tier 1 function in the Product Specifications.	The Squivr support team will respond within 8 Business Hours. The Squivr technical team will commence efforts to address Level 1 problems within 8 Business Hours after You report such problem during Business Hours or Squivr detection of such problem, whichever is earlier.	The Squivr support team will respond within 4 Business Hours. The Squivr technical team will commence efforts to address Level 1 problems within 4 Business Hours after You report such problem during Business Hours or Squivr detection of such problem, whichever is earlier.	Squivr will use commercially reasonable efforts, during normal Business Hours, to resolve or provide You with an acceptable solution for the Level 1 problem within 5 business day after You report such problem or Squivr detection of such problem, whichever is earlier.
Level 2: A documented feature is not available but does not prevent the use of a Tier 1 function in the Product Specifications.	The Squivr support team will respond within 16 Business Hours. The Squivr technical team will commence efforts to address Level 2 problems within 16 Business Hours after You report such problem during Business Hours or Squivr detection of such problem, whichever is earlier.	The Squivr support team will respond within 8 Business Hours. The Squivr technical team will commence efforts to address Level 2 problems within 8 Business Hours after You report such problem during Business Hours or Squivr detection of such problem, whichever is earlier.	Squivr will use commercially reasonable efforts, during normal Business Hours, to resolve or provide You with an acceptable solution for the Level 2 problem within 5 business days after You report such problem or Squivr detection of such problem, whichever is earlier.
Level 3: A documented feature is impaired but does not prevent the use of a Tier 1 function in the Product Specifications.	The Squivr support team will respond within 16 Business Hours. The Squivr technical team will commence efforts to address Level 3 problems within 3 business days after You report such problem during Business Hours or Squivr detection of such problem, whichever is earlier.	The Squivr support team will respond within 12 Business Hours. The Squivr technical team will commence efforts to address Level 3 problems within 2 business days after You report such problem during Business Hours or Squivr detection of such problem, whichever is earlier.	Squivr will use commercially reasonable efforts, during normal Business Hours, to resolve or provide You with an acceptable solution for the Level 3 problem within 30 calendar days after You report such problem or Squivr detection of such problem, whichever is earlier.
Level 4: A level 4 issue is a general usage question or issue that may be cosmetic in nature or documentation related.	The Squivr support team will respond within 16 Business Hours.	The Squivr support team will respond within 12 Business Hours.	Squivr LLC software works without any functional limitation.
Enhancement Request (ER): An enhancement request is a request for future product enhancement or modification to add official support and documentation for unsupported, undocumented, or features that do not exist in the Squivr LLC software.	The Squivr support team will respond within 16 Business Hours.	The Squivr support team will respond within 12 Business Hours.	Response is limited to a Support representative triaging the request to provide feedback about possible workarounds and confirmation the enhancement request has been created. Squivr will take ERs into consideration in the product management process, but has no obligation to deliver enhancements based on any ER.

If You are purchasing subscriptions to Squivr Org Chart & Timeline, then the terms set forth in Exhibit 1 to this Service Level Agreement apply and are incorporated herein.

Exhibit 1

Squivr LLC Org Chart & Timeline.

In this Service Schedule, the term “Service” when by itself, refers to all of the following: Squivr, Org Chart and Timeline. If You are purchasing subscriptions to Squivr Org Chart & Timeline, then the terms of this Service Schedule apply.

1. Squivr Product Overview

- A.** All access and interactions between Your Salesforce.com Service users, the Service and Your Salesforce.com Service account are managed exclusively by You through Your Salesforce.com Service administration and security settings.
- B.** Org Chart and Timeline by Squivr is a software solution that presents, edits, creates, and manipulates Your data in Your Salesforce.com Service instance based on your configurations.
- C.** Squivr does not store any Customer Data.
- D.** Squivr do not host or operate the Service, rather the Service is provided by Squivr as software installed within Your Salesforce.com Service instance.
- E.** Your Responsibilities. You are responsible for disabling or enabling Service features of the Service that grants and/or removes features and functionality either globally, per Salesforce Security Profile or even per User. You are responsible for managing the Users within the Salesforce Security Profiles. You are responsible for understanding the Service’s features that are granted or disabled either globally or on a per Security Profile basis.
- F.** Customer Data. The Service does not store Customer Data. You acknowledge that when You use the Service, you can make permanent changes and edits to Your data in Your Salesforce.com Service instance. You are solely liable and responsible for the results and outcomes of Your use of the Service.