

SQUIVR MASTER SUBSCRIPTION AGREEMENT

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE INSTALLATION, BY DOWNLOADING THE SOFTWARE, SIGNING AN ORDER FORM REFERENCING THESE TERMS, OR PAYING AN INVOICE WITH THESE TERMS YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SERVICES (DEFINED BELOW) OFFERED BY SQUIVR LLC, ("SQUIVR") AND YOU 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 ("CUSTOMER, YOU AND YOUR") SHALL REFER TO SUCH ENTITY OR INDIVIDUAL. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "CANCEL BUTTON", DO NOT INSTALL THE SERVICE, AND YOU MAY NOT USE THE SERVICE. THIS AGREEMENT IS EFFECTIVE WHEN CUSTOMER CLICKS "I ACCEPT" OR CUSTOMER DOWNLOADS OR BEGINS USING THE SERVICE, WHICHEVER IS EARLIER, AND THEN WILL BECOME COTERMINOUS WITH THE SUBSCRIPTION PERIOD THEREAFTER ("EFFECTIVE DATE").

The Service

This Agreement governs your use of the software solutions owned by Squivr and is identified in an Order Form or invoice (the "Service"). You agree that your subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Squivr regarding future functionality or features. 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.

Subscription to the Service. Squivr hereby grants to You a non-sublicensable, non-transferable (except as provided in Section 7), non-exclusive subscription license for Your use of the Service by the quantity of subscription Users as specified in an associated Order Form or invoice, in accordance with the Documentation and solely for Your internal business purposes.

2. Security, Support and Service Levels

2.1. Squivr will provide the support and service levels described in Exhibit A.

2.2. 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 because of Squivr's products.

3. Intellectual Property Ownership

3.1. Squivr. Squivr own 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.

3.2. 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.

4. Fees & Billing

4.1. Fees. Fees for the Service are described in an associated Squivr Order Form or invoice. Any renewal fees will be based on Squivr' then-current fees, unless otherwise stated in an Order Form. All fees due are payable in U.S. Dollars. Squivr' 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' income.

4.2. Billing and Payment. Squivr issues invoices on or about the subscription start date for the Initial Term. Squivr may issue invoices for subsequent renewals up to 60 days prior to the anniversary of the subscription start date. Fees shall be paid annually in advance. 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. All payment obligations are non-cancelable, and all amounts paid are nonrefundable, except as expressly set forth in the Agreement.

5. Term

This Agreement commences on the Effective Date and will continue for an initial term of 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 automatically extend for successive terms of 1 year, provided that either party may terminate this Agreement or reduce the number of Users or Service Events, 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.

6. 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 non-payment breach. Squivr will provide at least 15 days' 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' 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. In no event will termination relieve You of Your obligation to pay any fees payable to Squivr for the period prior to the effective date of termination.

7. 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.

8. 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. By purchasing through a Reseller, You expressly agree to abide by this Agreement, as may be updated from time to time except where Reseller is authorized by Squivr to contract for use of the Service.

9. General

For Customers incorporated or using the Service in the United States, 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 Arapahoe County, Colorado USA. For Customers incorporated or using the Service in Europe, this Agreement shall be governed by the laws of England and Wales 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 courts of England and Wales. For Customers incorporated or using the Service in Australia or Asia Pacific region, this Agreement shall be governed by the laws of Australia 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 courts of Australia. 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 construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), 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 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 or invoices, 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 an Squivr subscription agreement, commonly known as a clickthrough or end user license agreement. **THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY TERMS OR CONDITIONS ISSUED IN A PURCHASE ORDER OR OTHER FORM TO SQUIVR 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.** 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.

10. Definitions

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

"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, 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.

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

“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.

Exhibit A

Squivr 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. Business Hours for You are determined by Your headquarters address provided by You to Squivr.

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.