

SAAS Agreement

This Software-as-a-Service (“SAAS”) Agreement (the “Agreement”) is made on [INSERT DATE] (the “Effective Date”) by and between [REDACTED] (“Customer”) and Quivr CRM Inc (the “Company”).

WHEREAS, the Company is a provider of the Services as defined below;

WHEREAS, the Customer desires to engage the Company for the provision of the Services;

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Content**” means information obtained by Company from publicly available sources or its third-party content providers and made available to Customer through the Services.

“**Customer Data**” means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-Company Applications.

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

“**Marketplace**” means an online directory, catalog or marketplace of applications that interoperate with the Services.

“**Non-Company Application**” means Web-based, mobile, offline or other software functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace including as Salesforce Labs or under similar designation. Non-Company Applications, other than those obtained or provided by Customer, will be identifiable as such.

“**Services**” means the operational software made available by the Company to the Customer and accompanying support services.

“**User**” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Company without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Company at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. COMPANY RESPONSIBILITIES

- 2.1 Provision of Purchased Services.** Company will (a) make the Services available to Customer pursuant to this Agreement, (b) provide applicable Company standard support for the Purchased Services to Customer at no additional charge, (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Company shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Company's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Company employees), Internet service provider failure or delay, Non-Company Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to Company's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Users' use of the Services in accordance with this Agreement.
- 2.2 Protection of Customer Data.** Company will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).
- 2.3 Company Personnel.** Company will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Company's obligations under this Agreement, except as otherwise specified in this Agreement.

3. USE OF SERVICES AND CONTENT

- 3.1 Subscriptions.** Services are purchased as subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Company regarding future functionality or features.
- 3.2 Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-Company Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Company promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement and applicable laws and government regulations, and (e) comply with terms of service of any Non-Company Applications with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Users that in Company's judgment threatens the security, integrity or availability of Company's services, may result in Company's immediate suspension of the Services; however, Company will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 3.3 Usage Restrictions.** Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of

anyone other than Customer or its Affiliates, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service or Non-Company Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of Company intellectual property except as permitted under this Agreement, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy any part of the Service except as permitted herein, (j) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.4 Removal of Content and Non-Company Applications. If Customer receives notice, including from Company, that Content or a Non-Company Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in Company's judgment continued violation is likely to reoccur, Company may disable the applicable Content, Service and/or Non-Company Application. If requested by Company, Customer shall confirm deletion and discontinuance of use of such Content and/or Non-Company Application in writing and Company shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if Company is required by any third-party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, Company may discontinue Customer's access to Content through the Services.

4. NON-COMPANY PRODUCTS AND SERVICES

4.1 Non-Company Products and Services. Company or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-Company Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-Company provider, product or service is solely between Customer and the applicable Non-Company provider. Company does not warrant or support Non-Company Applications or other Non-Company products or services. Company is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Company Application or its provider.

4.2 Integration with Non-Company Applications. The Services may contain features designed to interoperate with Non-Company Applications. Company cannot guarantee the continued availability of such Service features, and may cease providing them without entitling

Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Company Application ceases to make the Non-Company Application available for interoperation with the corresponding Service features in a manner acceptable to Company.

5. FEES AND PAYMENT

- 5.1 Fees.** Customer shall be responsible for the fees which vary based on the number of users and the requested services.
- 5.2 Invoicing and Payment.** Customer will provide Company with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Company. If Customer provides credit card information to Company, Customer authorizes Company to charge such credit card for all Services for the initial subscription term and any renewal subscription term(s) as set forth in the “Term of Purchased Subscriptions” section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency agreed to in writing by the Company. Invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.
- 5.3 Overdue Charges.** If any invoiced amount is not received by Company by the due date, then without limiting Company’s rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Company may condition future subscription renewals on payment terms shorter than those specified in the “Invoicing and Payment” section above.
- 5.4 Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized Company to charge to Customer’s credit card), Company may, without limiting its other rights and remedies, accelerate Customer’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, Company will give Customer at least 10 days’ prior notice that its account is overdue, in accordance with the “Manner of Giving Notice” section below for billing notices, before suspending services to Customer.
- 5.5 Payment Disputes.** Company will not exercise its rights under the “Overdue Charges” or “Suspension of Service and Acceleration” section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.6 Taxes.** Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount unless

Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

6. PROPRIETARY RIGHTS AND LICENSES

- 6.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Company, its Affiliates, and its licensors reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 6.2 Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of this Agreement.
- 6.3 License by Customer to Use Feedback .** Customer grants to Company and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Company's or its Affiliates' services.

7. CONFIDENTIALITY

- 7.1 Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Company includes the Services and Content, and the terms and conditions of this Agreement (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Company services.
- 7.2 Protection of Confidential Information .** As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party

containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, Company may disclose the terms of this Agreement to a contractor or Non-Company Application Provider to the extent necessary to perform Company's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 Company Warranties. Company warrants that during an applicable subscription term (a) this Agreement will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) Company will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with this Agreement, and (d) subject to the "Integration with Non-Company Applications" section above, Company will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

8.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

9. MUTUAL INDEMNIFICATION

9.1 Indemnification by Company. Company will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property

rights (a “Claim Against **Customer** ”), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Company in writing of, a Claim Against Customer, provided Customer (a) promptly gives Company written notice of the Claim Against Customer, (b) gives Company sole control of the defense and settlement of the Claim Against Customer (except that Company may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Company all reasonable assistance, at Company’s expense. If Company receives information about an infringement or misappropriation claim related to a Service, Company may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Company’s warranties under “Company Warranties” above, (ii) obtain a license for Customer’s continued use of that Service in accordance with this Agreement, or (iii) terminate Customer’s subscriptions for that Service upon 30 days’ written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Company, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services for which there is no charge; or (IV) a Claim against Customer arises from Content, a Non-Company Application or Customer’s breach of this Agreement.

9.2 Indemnification by Customer. Customer will defend Company and its Affiliates against any claim, demand, suit or proceeding made or brought against Company by a third party (a) alleging that the combination of a Non-Company Application or configuration provided by Customer and used with the Services, infringes or misappropriates such third party’s intellectual property rights, or (b) arising from (i) Customer’s use of the Services or Content in an unlawful manner or in violation of the Agreement, (ii) any Customer Data or Customer’s use of Customer Data with the Services, or (iii) a Non-Company Application provided by Customer (each a “Claim Against **Company** ”), and will indemnify Company from any damages, attorney fees and costs finally awarded against Company as a result of, or for any amounts paid by Company under a settlement approved by Customer in writing of, a Claim Against Company, provided Company (A) promptly gives Customer written notice of the Claim Against Company, (B) gives Customer sole control of the defense and settlement of the Claim Against Company (except that Customer may not settle any Claim Against Company unless it unconditionally releases Company of all liability), and (C) gives Customer all reasonable assistance, at Customer’s expense. The above defense and indemnification obligations do not apply if a Claim Against Company arises from Company’s breach of this Agreement.

9.3 Exclusive Remedy. This “Mutual Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any third-party claim described in this section.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR

RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

11.2 Term of Purchased Subscriptions. The term of each subscription shall be one year. Subscriptions will automatically renew for additional one year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term.

11.3 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination" section above, Company will refund Customer any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by Company in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Company for the period prior to the effective date of termination.

11.5 Surviving Provisions. The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Non-Company Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection

of Customer Data” will survive any termination or expiration of this Agreement for so long as Company retains possession of Customer Data.

12. GENERAL PROVISIONS

- 12.1 Export Compliance.** The Services, Content, other Company technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Company and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.
- 12.2 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 12.3 Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Company and Customer regarding Customer’s use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation is void. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 12.4 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 12.5 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.6 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 12.7 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 12.8 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety, without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Company will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 Notices, Governing Law, and Venue. The Company entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, will be of and in the State of Minnesota.

12.10 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

12.11 Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of Minnesota.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

QUIVR CRM Inc

By _____

Name: Steven Drost

Title: Co-Founder

[INSERT CUSTOMER’S NAME]

By _____

Name:

Title: