

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT ("**AGREEMENT**") GOVERNS YOUR PURCHASE OF OUR SERVICES AND ONGOING USE OF THOSE SERVICES.

BY EXECUTING THIS AGREEMENT, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO BE BOUND TO THE TERMS AND CONDITIONS STATED HEREIN WHICH INCORPORATE SFDC'S, BELOW DEFINED, RELEVANT TERMS OF USE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PURCHASED SUBSCRIPTION SERVICES.

You may not access the Subscription Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Subscription Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, You and We (individually, a "Party" and collectively, the "Parties") agree as follows:

1. DEFINITIONS

"Affiliate" means any entity which 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.

"Environment" means isolated instances of the Salesforce platform that can be used for development, testing, and production.

"Product Lifecycle Support Policy" means Our product support from the initial release of Our product through product obsolescence.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Forms" means the documents for placing orders hereunder that are entered into between You and Us or any of our respective Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original Party hereto. Order Forms shall be deemed incorporated herein by reference.



“Out of the Box CQ Solutions” means the standard software, as expected to function based on the published CQ product documentation consisting of Admin and/or End User Guides, that CQ builds and delivers to all its customers for the Purchased Subscription Services.

“Purchased Professional Services” means the optional purchase of professional services for the implementation of the Out of the Box CQ Solutions.

“Purchased Subscription Services” means Subscription Services that You or Your Affiliates purchase under an Order Form for the Out of the Box CQ Solutions.

Purchased Subscription Services and Professional Services may be collectively referred to herein as **“ Purchased Services”**.

“Sandbox” means a copy of Your organization in a separate environment that You can use for a variety of purposes, such as testing and training.

“SFDC” means Salesforce or Force.Com.

“Standard Support” means standard support provided by Us via e-mail/web portal for the ComplianceQuest application per Our published Product Lifecycle Support Policy.

“Terms of Use” refers to the following sections of the Agreement: 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.1, 5.1, 5.2, 5.3, 5.4, 7.4, 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6.

“User Guide” means the online CQ product documentation consisting of admin and/or end users guides for the Purchased Subscription Services, accessible via Customer support portal, as updated from time to time.

“Users” means individuals who are authorized by You to use the Purchased Subscription Services, for whom subscriptions for the Purchased Subscription Services have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third-parties with which You transact business.

“We”, “Us”, or “Our” “ComplianceQuest” means the applicable ComplianceQuest, Inc. entity described in Section 11 of this Agreement.

“You” or “Your” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

“Your Data” means all electronic data or information submitted by You to the SFDC platform.

2. SERVICES



2.1 Provision of Purchased Subscription Services. We shall make the Purchased Subscription Services available to You pursuant to this Agreement and the applicable Order Forms during each subscription term. You agree that the Purchased Subscription Services are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features. You understand and agree that the Purchased Subscription Services will have certain limitations based on the SFDC published limits including but not limited to sequential numbering, storage space allocation, transaction volume, API calls, search limits and file size limits. Access https://developer.salesforce.com/docs/atlas.en-us.salesforce_app_limits_cheatsheet.meta/salesforce_app_limits_cheatsheet/salesforce_app_limits_overview.htm for more information on these limits.

2.2 Data Storage, Retention and Back-Ups. You understand that the data collected via the ComplianceQuest application are stored on the SFDC servers and as such the data management, i.e. back-ups, disaster recovery, back-up recovery are governed by published SFDC policies/statements. You should establish Your own data back-ups and retention strategies based on the SFDC suggested best practices. You further understand that the allotted data and file storage space per User is based on SFDC space per User allocation standards for Enterprise Edition of Salesforce platform.

2.3 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Purchased Subscription Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing User subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Purchased Subscription Services.

2.4 Our Responsibilities. We shall: (i) provide access to upgrades and updates during the course of a subscription term per our published Product Lifecycle Support Policy; (ii) provide Standard Support for the Purchased Subscription Services to You at no additional charge, and/or upgraded support if purchased, (iii) use commercially reasonable efforts to make the Purchased Subscription Services available 24 hours a day, 7 days a week, except for: (a) planned downtime related to Our application updates (of which We shall give at least 8 hours' notice via the Purchased Subscription Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, downtime of SFDC, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), internet service provider failures or delays, denial of service attacks, and (v) provide the Purchased Subscription Services only in accordance with applicable laws and government regulations.

2.5 Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with



the “Confidentiality: Compelled Disclosure” section below or as expressly permitted in writing by You, or (c) access Your Data except to provide the Purchased Services and prevent or address service or technical problems, or at Your request in connection with customer support matters. You acknowledge and agree that Your Data will be hosted and stored by SFDC.

2.6 Your Responsibilities. You shall (i) be responsible for Users’ compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Purchased Subscription Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Purchased Subscription Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Purchased Subscription Services available to anyone other than Users, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any service or content, or include any service content in a service bureau or outsourcing offering, (c) use the Purchased Subscription Services 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 the Purchased Subscription Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Purchased Subscription Services or third-party data contained therein, (f) transfer any rights hereunder except as otherwise expressly permitted herein or (g) attempt to gain unauthorized access to the Purchased Subscription Services or their related systems or networks.

3. SERVICE PROVIDERS

3.1 Services Provided by SFDC. This Agreement is between You and Us. You acknowledge that the Purchased Subscription Services are hosted for Us by SFDC.

4. FEES AND PAYMENT FOR PURCHASED SERVICES

4.1 User Fees. You shall pay all fees specified in all Order Forms hereunder. The fees for Purchased Subscription Services are (i) based on subscription services purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) for Purchased Subscription Services, the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

4.2 Environments. If You are new to SFDC or the Purchased Subscription Services are required to be installed in a new SFDC Environment, Our pricing, based on SFDC’s Enterprise Edition’s Force.com, for the Purchased Subscription Services includes one (1) production Environment and Sandbox Environments consisting of one (1) partial copy Sandbox Environment and development Environments as allocated by Salesforce based on the published Sandbox. If You are a current user of SFDC and the Purchased Subscription Services are installed in Your current SFDC Environment, the Purchased Subscription Services includes one (1) production Environment and the Sandboxes that are already available to you. The Environment data and file space allocations for the production, Sandboxes and the Sandbox Environment refreshes follow the published Salesforce standards.



4.3 Invoicing and Payment. Fees for the Purchased Services will be invoiced in advance and in accordance with the relevant Order Form. Fees are due Net 15 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.4 Overdue Charges. If any amounts invoiced hereunder are not received by Us by the due date, then at Our discretion, (a) such 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, from the date such payment was due until the date paid, and/or (b) We may, in Our sole discretion, condition future subscription renewals for the Purchased Subscription Services and Order Forms for Purchased Services on payment terms shorter than those specified in the “Invoicing and Payment” section above.

4.5 Suspension of Service. If any charge owing by You is 30 days or more overdue, We may, without limiting Our other rights and remedies, suspend the Purchased Services until such amounts are paid in full, provided We have given You 5 or more days’ prior notice that Your account is overdue in accordance with the “Notices” section below.

4.6 Taxes. Unless otherwise stated, Our fees do not include taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights in Purchased Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Purchased Services, and all modifications and improvements thereto, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 Restrictions. You shall not (i) permit any third-party to access the Purchased Subscription Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Purchased Subscription Services, (iii) copy, modify, frame or mirror any part or content of the Purchased Subscription Services, other than copying or framing on Your own intranets or otherwise for its own internal business purposes, (iv) disassemble, decompile or reverse engineer the Purchased Subscription Services or remove any proprietary notices thereon, or (v) access the Purchased Subscription Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Purchased Subscription Services.



5.3 Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. You agree that We do not monitor or police communications or data transmitted through the Purchased Subscription Services and that We shall not be responsible for the content of any such communications or transmissions.

5.4 Suggestions/Feedback. We shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use and incorporate into the Purchased Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by You relating to the operation of the Purchased Subscription Services without restriction or obligation of any kind on account of intellectual property rights, confidentiality, or otherwise.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information. As used herein, “**Confidential Information**” means any written, machine-reproducible and/or visual materials that are clearly labeled as proprietary, confidential, or with words of similar meaning, and all information that is orally or visually disclosed, if not so marked, if it is identified as proprietary or confidential at the time of its disclosure or in a writing provided within thirty (30) days after disclosure, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure which is disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”). Your Confidential Information shall include Your Data. Our Confidential Information shall include, without limitation, the Purchased Services and any Software whether in source or executable code, and Software and Service documentation. In addition, Confidential Information of each Party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, pricing, product plans and designs, and business processes disclosed by such Party. However, Confidential Information (other than Your Data) shall 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 breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to 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, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who have a need to know such information and who are bound to confidentiality obligations with the Receiving Party no less stringent than those contained in this Agreement. Neither Party shall disclose the terms of this Agreement or any Order Form to any third-party other than to its Affiliates, attorneys, accountants and SFDC without the other Party’s prior written consent. The Receiving Party will notify the Disclosing Party immediately upon discovery of any unauthorized access, use or disclosure of Confidential Information.



6.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, 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 such Confidential Information.

7. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1 Our Warranties. We warrant that (i) we have validly entered into this Agreement and have all necessary rights, power and authority to do so; (ii) the Purchased Subscription Services of the Out of the Box CQ Solution shall perform materially in accordance with the Published User Guides available to all customers through Our Support Portal; (iii) the functionality of the Purchased Subscription Services will not be materially decreased during a subscription term of the Purchased Subscription Services; and (iv) the Purchased Subscription Services will not knowingly transmit a Malicious Code to You, provided it is not a breach of this subpart (v) if You or a User transmits a Malicious Code into the Purchased Subscription Services. Your sole and exclusive remedy for any material breach of the Warranties set forth above for the Purchased Subscription Services shall be as provided in the "Termination for Cause" and the "Refund or Payment upon Termination" sections below. A material breach by Us is defined as Our failure to provide the Purchased Subscription Services as warranted in this Section 7.1.

7.2 We further warrant that the Purchased Professional Services will be performed in a good workman like manner consistent with industry standard. Any issues raised by You pursuant to Your specific and identified requirement to the Purchased Professional Services which requirement was accepted by CQ, will be remedied, at no charge to You, in a timeframe based upon the required effort to resolve the issue. CQ will make every effort to remedy the issue as expeditiously as possible. If the issue is not able to be resolved by Us, your sole and exclusive remedy for a breach of the Warranty by Us for the Purchased Professional Services shall be a refund to You of payments made for the Purchased Professional Services for those unresolved issues that were not delivered to You.

7.3 Your Warranties. You warrant that You have validly entered into this Agreement and have all necessary rights, power and authority to do so.

7.4 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 7.1 and 7.2 ABOVE, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, WE DISCLAIM ANY WARRANTY THAT THE PURCHASED SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES AS TO MERCHANTABILITY, ACCURACY OF ANY INFORMATION PROVIDED, OR FITNESS FOR A PARTICULAR PURPOSE. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.



7.5 Non-GA Trial Services. From time to time, We may invite You to try, at no charge, Our products or subscription services that are not generally available to Our customers (“**Non-GA Services**”). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Non-GA Services are not considered “Services” hereunder and are provided “AS IS” with no express or implied warranty. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification by Us. We shall defend You against any claim, demand, suit or proceeding made or brought against You by a third-party alleging that the use of the Purchased Subscription Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third-party (a “**Claim Against You**”), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You pursuant to an Order entered by a court or tribunal of competent jurisdiction, or included in a Settlement approved by Us; provided that You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability), and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Purchased Subscription Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) obtain the right to continue providing the Purchased Subscription Services; ii) replace or modify the Purchased Subscription Services so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to You upon 30 day’s written notice and refund amounts paid by You to Us for the remainder of the Term in the same year in which the intellectual property infringement occurred. THE FOREGOING STATES THE ENTIRE OBLIGATION OF US AND OUR LICENSORS WITH RESPECT TOTHE PURCHASED SERVICES. We shall have no liability under this Section 8.1 to the extent that any third-party claims are based on use of the Purchased Services in a manner that violates this Agreement, or the instructions given to Us by You.

8.2 Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third-party alleging that Your Data, or Your use of the Purchased Subscription Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third-party or violates applicable law (a “**Claim Against Us**”), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, and for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability), and (c) provide to You all reasonable assistance, at Your expense.



9. LIMITATION OF LIABILITY

9.1 LIMITATION OF LIABILITY. EXCEPT OUR INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL OUR TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY YOU TO US HEREUNDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. THE FOREGOING LIMIT SHALL NOT APPLY TO YOUR PAYMENT OBLIGATIONS UNDER THE “FEES AND PAYMENT FOR PURCHASED SERVICES” SECTION ABOVE.

9.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS, DATA OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all Purchased Subscription Services granted in accordance with this Agreement have expired or been terminated pursuant to the Termination Sections in this Agreement.

10.2 Term of User Subscriptions. User Subscriptions for the Purchased Subscription Services commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein.

Except as otherwise specified in the applicable Order Form, all Purchased Subscriptions Services shall automatically renew after the initial Subscription Term for an additional period of two (2) years and then again after each successive 2-year period (“Renewal Term”), unless either Party gives the other notice of non-renewal at least 60 days prior to the end of the relevant Subscription Term or Renewal Term.

The total Subscription pricing in each Purchased Subscription Services Order Form shall increase by five (5%) percent each annual year from the preceding Subscription year for the Purchased Subscription Services or the Consumer Price Index for all Urban Consumers (CPI-U) during the previous 12 month period as published by US Department of Labor, Bureau of Labor Statistics, whichever percentage is greater, unless the pricing in such relevant Purchased Subscription Services Order Form was specifically designated as “promotional” or “one-time pricing”.

10.3 Termination for Cause. If You believe that We have materially breached Our Warranty obligation as to the Purchased Subscription Services in Section 7.1 above or We believe that You have materially breached Your obligations hereunder, including non-payment of fees for the Purchased Services, then the non-breaching Party shall deliver notice of such breach to the other Party. For all material breaches other than a failure to make a payment as set forth in this Agreement, the allegedly breaching Party shall have ninety (90) days or as mutually agreed by the Parties, from such written



notice to dispute or cure such breach. For any breach arising from a failure to make a payment set forth in this Agreement, the allegedly breaching Party shall have five (5) days from the receipt of the notice to dispute or cure such breach. If the Party receiving notice of a breach fails to cure, or fails to dispute, that breach within the applicable period set forth above, then the Party originally delivering the notice of breach may terminate this Agreement effective on written notice of termination to the other Party. If the allegedly breaching Party in good faith disputes such material breach and provides written notice of that dispute to the other Party within the applicable period set forth above, the matter shall be addressed by the Parties in order to resolve the dispute within the above applicable period.

10.4 A Party may terminate this Agreement 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.

10.5 Refund or Payment upon Termination. Upon termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all Purchased Subscription Services after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.6 Termination for Convenience. You may terminate the Purchased Professional Services for convenience. In the event You terminate the Purchased Professional Services for convenience, You shall pay Us for the Purchased Professional Services performed prior to the effective date of termination. We shall refund You any prepaid and unused amounts for the Purchased Professional Services from the effective date of termination. For clarification, this Section 10.6 does not apply to the Purchased Subscription Services.

10.7. Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, Your right to use the Purchased Subscription Services will immediately terminate, You and Your Users will immediately cease all use of the Purchased Subscription Services, and each Party will return and make no further use of any Confidential Information belonging to the other Party.

10.8. Return of Your Data. Upon request by You made within 30 days prior to termination of a Purchased Subscription Services Subscription, We will provide the instructions on how You can download and export Your Data and all attachments from the SFDC platform. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.9. Surviving Provisions. The sections titled "Fees and Payment for Purchased Services," "Proprietary Rights," "Confidentiality," "Warranties and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Return of Your Data," "Surviving



Provisions,” “Who You Are Contracting With, Notices, Governing Law and Arbitration,” and “General Provisions” shall survive any termination or expiration of this Agreement.

11. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND ARBITRATION

11.1 General. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any dispute arising out of or in connection with this Agreement.

You are contracting with:	Notices should be addressed to:	The governing law is:
ComplianceQuest, Inc. 10006 Cross Creek Blvd Suite 71 Tampa FL, 33647	Legal@compliancequest.com	Florida and controlling United States federal law

11.2 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed sufficient if delivered personally, by registered or certified mail, postage prepaid, return receipt requested, by confirmed sent receipt, facsimile or electronic mail submission, or next day delivery by a nationally recognized overnight courier. Any such notice shall be deemed to have been given and received on the date of actual receipt if by personal delivery, facsimile or electronic mail, on the date of delivery by a nationally recognized overnight courier, or if by registered or certified mail, within the United States, three (3) business days after mailing, outside the United States, five (5) business days after mailing.

11.3 Governing Law. Each Party agrees to the applicable governing law as set forth in Section 11.1 above without regard to choice or conflicts of law, rules of the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act.

11.4 Arbitration. Except for Litigation Claims (defined below), any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by confidential and binding arbitration in Tampa, Hillsborough County, Florida, USA, before a single arbitrator. The language to be used in the arbitral proceedings shall be English. The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and in accordance with the Expedited Procedures in those Rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. The Parties agree to keep all disputes arising under this Agreement confidential, except as necessary in connection with a judicial challenge to or enforcement of an award or unless otherwise required by law or judicial decision. The arbitrator may issue orders to treat any information regarding such proceedings, including the award, as Confidential Information under this Agreement. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its



reasonable attorneys' fees and costs including, without limitation, arbitration fees and fees of experts.

11.5 Litigation Claims. The following claims ("Litigation Claims") shall be litigated and not arbitrated: (a) claims against a Party to this Agreement under the provisions involving claims by third-parties; (b) claims by a Party for the unauthorized use, or the misuse, by the other Party of its Confidential Information; (c) claims by Us to collect payment for Purchased Services; and (d) claims for mandatory or prohibitory injunctive relief, except for temporary relief in aid of arbitration or to secure the payment of an arbitration award under this Agreement. The Litigation Claims are not subject to arbitration and are expressly excluded by the Parties from arbitration unless otherwise agreed in writing and shall be submit to the exclusive jurisdiction of state or federal courts located in Tampa, Hillsborough County, Florida.

12. GENERAL PROVISIONS

12.1 Export Compliance. The Purchased Subscription Services, Our other technology, 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 the Purchased Subscription Services in a U.S.-embargoed country 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 the other Party's employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a Party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other Party's Legal Department.

12.3 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.

12.4 Third-Party Beneficiaries. SFDC is a third-party beneficiary to this Agreement with respect to the Terms of Use provided herein. Except for the above, this Agreement is intended to be solely for the benefit of the Parties and is not intended to confer any benefits upon, or create any rights in favor of, any person or entity other than the above-mentioned Parties and their permitted successors and assigns.

12.5 Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

12.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.



12.7 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Order Forms), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement for cause upon written notice to the assigning Party. In the event of such a termination by You, We shall refund to You any prepaid fees covering the remainder of the term of all Purchase Subscription Services Order Forms after the effective date of termination. In the event of Termination by Us, You shall pay any unpaid fees covering the remainder of the term of all Purchased Services Order Forms after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.8 Publicity. We may identify You as a past or current customer (as the case may be) and use in any media, including Our Website, Your name, logo, and other identifying information for informational purposes.

12.9 Headings and Numbering. The headings and numbering of the provisions set forth in this Agreement or in any Order Form hereto are inserted solely for the convenience of the reader and will in no way have any effect on the interpretation thereof.

12.10 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Purchased Services Order Forms, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The Parties have not relied upon any promises, representations, assurances, or statements of any sort, written or oral, not expressly set forth in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Purchased Services Order Form, the terms of such exhibit, addendum or Purchased Services Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or in any other order documentation (excluding Purchased Services Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.11 Counterparts. This Agreement may be executed in counterparts, by means of facsimile, or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same legal instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below their respective names.



<p>AGREED TO AND ACCEPTED FOR</p> <p>COMPLIANCEQUEST, INC.</p> <p>Signature: _____</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	<p>AGREED TO AND ACCEPTED FOR</p> <p>XXX</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>
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