

**Querri Inc. Partner Agreement**

<p><b>Company:</b> Querri Inc.</p> <p>Address:  <u>11 Ewall St Ste 269, Mount Pleasant, South Carolina, 29464, United States</u></p> <p>Representative: _____          Phone Number: _____          Fax Number: _____          Email: _____</p>	<p><b>Partner:</b> [Insert Partner Corporate Name]</p> <p>Address:          _____          _____</p> <p>Commencement Date: _____          POC: _____          Phone Number: _____          Fax Number: _____          Email: _____          Tax ID Number (FEIN): _____</p>
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This Software as a Service Partner Agreement (“**Agreement**”) is made as of \_\_\_\_\_, 202\_\_ by and between Querri Inc., a Delaware corporation (“**Company**”) having its principal place of business located at 11 Ewall St Ste 269, Mount Pleasant, South Carolina, 29464, United States and [**INSERT PARTNER CORPORATE NAME**] (“**Partner**”) (each, a “**Party**” and collectively, the “**Parties**”) (*capitalized terms not defined with the first use shall have the meaning set forth for such term within the Agreement, including Exhibit A*):

Whereas, Company is the owner of the Software and Documentation.

Whereas, Partner is a leading provider of \_\_\_\_\_ and desires to include the Software as part of Partner’s Offered Solution.

Whereas, the Parties desire to have Partner market, promote, sublicense, resell and/or provide the Software in a Software-as-a-Services (“**SaaS**”) model pursuant to the terms and conditions of this Agreement and the services agreement entered into between Partner and its End Users (the “**End User Agreement**”).

Now, Therefore, for and in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

**1. Appointment.**

**1.1 General Appointment.** The Company hereby appoints the Partner as an authorized partner of Querri. This appointment grants the Partner the non-exclusive right to promote, market, and provide services related to the Querri Software and associated Services to End-Users, subject to the terms and conditions of this Agreement. The Partner may act as a facilitator in engaging potential customers with Querri’s offerings and, where applicable, assist in implementing and supporting Querri’s products and services in accordance with the Company’s policies and standards.

**1.2 Non-exclusive.** This Agreement is not exclusive. THE COMPANY may appoint third parties (including those who may compete with you) to sell or market Querri Software and Services to anyone. THE COMPANY may sell or market (whether directly or indirectly through a third party) Querri Software and Services at any price THE COMPANY chooses without any liability or obligation to You. This Agreement does not guarantee that you will make any sales of Querri Software or Services.

**1.3 Not For Resale (NFR) License Terms**

**1.3.1 Grant of License:** Querri grants Partner a limited, non-exclusive, non-transferable NFR (Not-For-Resale) license for the sole purpose of internal use, customer demonstrations, testing, evaluation, and showcasing Querri Software at trade shows. The NFR license is valid only for the duration of this Agreement and subject to the following restrictions.

**1.3.2 Restrictions:** Partner acknowledges and agrees that the NFR license:

- May not be installed at customer sites or used in any production environments.
- May not be sold, sublicensed, assigned, or otherwise transferred to any third party.
- Cannot be converted to a paid license.

**1.3.3 Eligibility:** To qualify for the NFR license, Partner must:

- Maintain active partner status under the terms of this Agreement.
- Complete all required certifications, as applicable, within six (6) months of issuance.

**1.3.4 Duration and Termination:** The NFR license shall remain effective only for the Term of this Agreement unless earlier terminated. Upon expiration or termination of this Agreement for any reason, Partner shall immediately discontinue all use of the NFR license. Partner must return or securely destroy all software, credentials, and related materials associated with the NFR license within thirty (30) days of termination. If requested, Partner must provide written confirmation of compliance with this obligation.

**1.3.5 Purpose and Use Limitations:** The NFR license may be used exclusively by Partner for the following purposes:

- Internal training and enablement within Partner's organization.
- Demonstrations to potential customers.
- Testing and evaluation of Querri Software functionality.
- Use in Partner showrooms or at trade shows.

- 1.4 Additional Requirements.** Your eligibility to resell Querri Software or Services is subject to additional requirements or conditions not described in this Agreement, including additional training, specialization requirements, contractual agreements, and other conditions articulated here: [www.querri.com/partners/program](http://www.querri.com/partners/program). Partner agrees to provide Company with information and reporting pertinent to your relationship with the Company as may reasonably be requested from time to time by the Company. This information may include but not be limited to Customer information and data developed by Partner when reselling Querri Software and Services.

## 2. Termination

- 2.1. Term.** This Agreement commences as of the Effective Date, and continues for one (1) year (the "Initial Term"), unless earlier terminated in accordance with Subsections 2.2, 2.3 or 2.4 of this Agreement. After the Initial Term, this Agreement shall automatically renew for periods of one (1) year (each, a "Renewal Term") unless and until terminated by a Party provided that Partner complies and continues to comply with this Agreement, including meeting the quality, professionalism and other requirements established by Company. The Initial Term and the Renewal Terms collectively shall be referred to as the "Term".
- 2.2. Termination with Cause.** Either Party shall be entitled to terminate this Agreement in the event of any material breach by the other Party (including any failure by Partner to make payments when due) if such breach is not cured within thirty (30) days after receipt of written notice thereof or reasonable actions to cure such breach have not been initiated.
- 2.3. Termination for Convenience.** Either Party may terminate this Agreement at any time for convenience by providing the other Party with at least thirty (30) days' written notice. Upon such termination, the Partner will cease any marketing or distribution of Querri's Software and Services and use of Querri's NFR Software licenses unless the partner is paying for Querri's Software and Services separate from this partnership agreement
- 2.4. Cessation of Business.** This Agreement, including all rights, access grants and Service Schedules hereunder shall terminate automatically if either Party ceases conducting business in the normal course, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization which are not dismissed within ninety (90) days.
- 2.5. Suspension of Service.** Company reserves the right to suspend its performance obligations hereunder in its sole discretion if (a) Partner is in breach of its obligations hereunder, or (b) End User is in breach of its End User Agreement with Partner or is otherwise using the Service in

violation of the license and use rights provided under this Agreement, or (c) Company reasonably believes that the provision of the Services to Partner may subject Company to liability. Under such circumstances, Company shall promptly notify Partner of its decision and the reasons therefore. If Partner addresses Company's concerns to Company's satisfaction, Company may resume performance.

**2.6. Effect of Expiration or Termination.** Upon the termination or expiration of this agreement for any reason: (i) any provisions of this Agreement that are reasonably intended to survive termination shall survive. These include but are not limited to (1) payment obligations incurred prior to termination, (2) IP rights; (3) indemnification; (4) confidentiality; (5) disclaimers of warranty; and (6) choice of law; and (ii) each Party shall cease all use of the other Party's Intellectual Property.

**3. Remuneration.** If a Partner qualifies as a Querri partner, it may receive commissions as articulated here: [www.querri.com/partners/program](http://www.querri.com/partners/program). Querri reserves the right to update commissions at its sole discretion to reflect the evolution of the partner program. In the case of any ambiguity, the date of lead registration and acceptance will determine the commission schedule for a particular lead.

**3.1 Payment Terms.** Commissions earned by the Partner will be calculated and paid on a quarterly basis, no later than thirty (30) days following the end of the applicable quarter. Payments will be made via the Partner's designated payment method as provided in writing to Querri. Querri may delay payment if necessary information or documentation, including invoices, is missing or incomplete.

**3.2 Commission Eligibility.** Commissions are earned based on the terms outlined in the partner program and are contingent upon:

- The Partner's compliance with all obligations under this Agreement.
- Successful payment by the customer to Querri.
- The Partner remains in good standing within the Querri partner program.

#### **4. Lead Collaboration, Customer Engagement, and Post-Contract Obligations**

**4.1. Collaboration with Partner.** Upon submission of a lead registration by the Partner and its acceptance by Querri, Querri will work exclusively through the Partner to engage, clarify, evaluate, and advance the lead to a signed customer contract. Querri recognizes the Partner's role in identifying and fostering relationships with these leads and will follow best practices to support the Partner throughout the sales process.

If the Partner is unresponsive after repeated attempts by Querri to collaborate, Querri reserves the right to directly contact and engage with the lead to ensure timely progress and closure of the deal. Additionally, if the Partner explicitly communicates to Querri that they intend only to refer the lead and will not actively participate in the sales process, Querri reserves the right to directly engage with the lead to drive the sale independently. In such cases, the Partner will remain eligible for the applicable referral commission if the lead closes as a result of Querri's efforts, provided that the Partner was the first to register the lead.

**4.2. Customer Rights After Contract Signing.** Once a customer has entered into a contract directly with Querri, Querri retains the right to engage with the customer for all purposes, including but not limited to:

- Providing customer service, technical support, and training.
- Introducing and negotiating additional sales opportunities or upselling other Querri products and services.

**4.3. Partner Obligations After Contract Signing:**

Partner agrees to support Querri's direct relationship with the customer and to facilitate communication as needed.

**5. Pricing; Customer Terms and Conditions.** The Company will provide to Partner the pricing for Querri Software and Services (the "List Prices"). The Company may change the List Prices at any time in its sole discretion for new license opportunities or renewals. Partner shall

pay to the Company the List Price for Querri Software and Services. Except for taxes based on the Company's net income, Partner shall pay, or require Customers to pay, all federal, state, local or other governmental taxes, fees, or duties imposed, levied or based upon the licensing, sale, use, possession or export of the Querri Products and Services. The Company also will provide to Partner a copy of the Subscription Agreement and other enduser/Customer terms for the Querri Software and Services at: <https://querri.com/terms>, which shall be the terms applicable to the license or subscription of the Querri Software and Services provided to Customer. Partner acting as a reseller agrees to: (a) take upon any risk related to currency, collection, or fulfillment and (b) shall not change the enduser/Customer terms granted to a particular Customer under the Company's standard Subscription or enduser/customer terms as provided at <https://querri.com/terms>. The Company may change the Customer Terms and Conditions at any time in its sole discretion, by updating such terms in a new license agreement and posting the terms at: <https://querri.com/terms>. The Company may reject any Order that does not conform to the terms of this Agreement. The Company may from time to time update license terms in its sole discretion and will post the updated terms at: <https://querri.com/terms>. It is Partner's responsibility to monitor the above link to assure that the most current Customer terms are provided to a potential Customer.

**6. Payment.** Customers shall pay all applicable List Prices to the Company within thirty (30) days following the acceptance of an Order by the Company, unless the Parties have agreed to an alternative payment schedule in a writing signed by the authorized representatives of both Parties. All List Prices shall be paid in the currency listed in the order, or in US Dollars if not otherwise stated. The Partner has no obligation to guarantee payment by the Customer.

- The Company shall invoice the Customer directly for all applicable fees and assume responsibility for collection.
- The Partner's obligations are limited to facilitating the referral and providing reasonable assistance during the sales process.

**7. Availability and Support.** Company shall make the Service available to Partner and End Users and shall provide Partner and End Users with support specified <https://querri.com/partners/program>.

#### **7.1 Deployment.**

- 7.1.1 Coordinators.** Upon the execution of this Agreement, Company and Partner will each identify in writing to the other Party an implementation coordinator who will be that Party's contact during the implementation and training periods.
- 7.1.2 Software Deployment.** Upon execution of this Agreement and Company's receipt of the amount owed as listed on the applicable Service Schedule, Company will build, test, and deploy the Software for Partner and grant Partner access to said Software.
- 7.1.3 Training.** Company will provide training for Partners, End Users and identified super users as a part of the initial implementation. Training will be conducted on a mutually agreed upon date by Partner and Company as soon as is reasonably possible after the Commencement Date. The Parties agree to complete a training, support and implementation plan (the "**Support and Implementation Plan**"), within thirty (30) days after the Commencement Date and that the mutually agreed upon Support and Implementation Plan will become a part of this Agreement and incorporated by reference. The Support and Implementation Plan shall include, at a minimum, the definitions of Level 1 and 2 Support to be provided by either the Company or Partner.
- 7.1.4 Additional Requirements & Reporting.** Partner's eligibility to resell Querri's Software and Services may be subject to additional requirements or conditions not described in this Agreement, including mandatory training, compliance with reporting requirements, and other contractual agreements.

## **8. Reseller Rights, Responsibilities, and Payment Obligations**

**8.1 Resale Right.** Subject to the terms and conditions of this Agreement and the Partner's compliance with these terms, the Partner may resell the Querri Software and related Services. Certain activities require that the Partner enters into a separate written agreement with the Company or its affiliates, including but not limited to:

- Use and reproduction of Querri Software to combine with the Partner's software products or other products to create a unified product ("Bundled Product").
- Marketing, distribution, and sublicensing of Querri Software to End-Users ("Customers") as part of the Bundled Product.
- Reselling or distributing Querri Software through third-party platforms or networks.

### **8.2 Private Labeling and Branding.**

**8.2.1 Requirements.** Partner may private label the Offered Solution (including the Software) under Partner's name or trade name. Notwithstanding the foregoing, the Offered Solution shall have "Powered by [Querri Inc.]" and a reference to Company's website at the bottom of each entry page in a reasonably prominent manner, as well as in all marketing materials related to the Offered Solution. Partner shall ensure that all End User Agreements, or sublicenses between Partner and any other third party approved by Company, for use of the Offered Solution are in compliance with this Agreement and the End User Agreement located at <https://querri.com/terms>.

**8.2.2 Private Labeling Fees.** If the Partner opts to private label the Offered Solution (including the Software) under Partner's name or trade name, an additional licensing fee or customization fee shall apply as mutually agreed between the parties. This fee shall be determined based on the scope of private labeling, branding, and associated customization requirements requested by the Partner. Payment terms for the additional fees shall be included in an addendum to this Agreement or invoiced separately and paid by the Partner in accordance with the payment terms specified herein.

**8.3 Orders for Querri Software and Services.** The Partner or Customer shall place an order ("Order") directly with the Company and purchase subscriptions for (i) each Customer who subscribes to Querri Software and Services through Partner and (ii) each existing Customer engaged by Partner who seeks to purchase additional subscriptions. Orders shall be in writing as provided by the Company, solely under the Querri Software License Terms found at <https://querri.com/terms>. The Company shall have the right to accept or reject any Order in its sole discretion. Partner shall provide the identity and contact information of Customers of each Customer placing an Order. Partner shall place separate Orders for each Customer and may not utilize Services or Product rights made available to one Customer under an Order for the benefit of itself or any other Customer. Partner shall keep records of all subscription sales and related Services pursuant to this Agreement. The Company shall only be responsible to provide Querri Software and Services pursuant to the Company's standard terms and conditions or an applicable Statement of Work entered into in writing by Querri. All Orders shall be deemed subject to the terms of this Agreement.

**8.4 Reseller Support Obligations.** The Partner is expected to provide Tier 1 and Tier 2 support to its Customers. Issues and queries from Customers should be handled by the Partner to the fullest extent possible. Only issues that constitute technical problems within the Querri Software or Services, which cannot reasonably be resolved by the Partner, may be escalated to Querri for resolution.

**8.5 Reseller Obligations for Payment to the Company.** In the case of a resale arrangement, the Partner shall

- Be responsible for invoicing Customers for all fees and bears all risk of collection from Customers.
- Guarantee payment to the Company based on agreed terms, regardless of the Customer's payment status.
- Remit payment to the Company in accordance with the List Prices and the timelines outlined in this Agreement.

- Pay all Company fees, which exclude any taxes and duties, including VAT and sales, use, or other transaction taxes associated with the Querri Software and Services. The Partner is responsible for all such taxes and duties.

**8.6 Reseller Fees and Payment.** Fees for the Service (“**Service Fees**”) shall be set forth in the applicable Service Schedule. Service Fees for subsequent renewal periods, if any, shall be payable in advance and prior to the applicable renewal date. All other fees, if any, shall be invoiced as incurred and shall be due as outlined in the payment terms in Service Schedule. All payments shall be made in U.S. Dollars in accordance with instructions provided by the Company. Any amount not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is greater. This fees and payment section applies solely to Partners acting as resellers under this agreement.

**8.7 Commission and Clawback Provisions.** In the event of customer non-payment or if a customer cancels their contract within the first ninety (90) days, Querri reserves the right to reclaim any commissions already paid to the Partner for that customer. Clawbacks will either be deducted from future commission payments or reimbursed by the Partner within thirty (30) days of notification by Querri.

**8.8 Term and Renewal for Resellers.** The “**Commencement Date**” shall be the first day of the calendar month in which Company first makes the Service available to Partner under a resale arrangement, excluding any interfaces required by the applicable Service Schedule. Unless terminated earlier in accordance with this Agreement, Company shall continue to provide the Services through the number of months set forth in the applicable Service Schedule (the “**Service Term**”). The Service Term shall automatically renew for successive one (1) year periods, unless either Party notifies the other Party of its intent not to renew at least ninety (90) days prior to the expiration of the then-current Service Term. This renewal provision applies solely to Partners acting as resellers under this agreement.

**8.9 Additional Requirements.** Your eligibility to resell Querri Software or Services is subject to additional requirements or conditions not described in this Agreement, including additional training, specialization requirements, contractual agreements, and other conditions articulated here: [www.querri.com/partners/program](http://www.querri.com/partners/program). Partner agrees to provide Company with information and reporting pertinent to your relationship with the Company as may reasonably be requested from time to time by the Company. This information may include but not be limited to Customer information and data developed by Partner when reselling Querri Software and Services.

**9. Standard Terms and Conditions.** Company and Partner agree that the Standard Terms and Conditions attached hereto as Exhibit A shall constitute an integral part of this Agreement and are hereby incorporated into this Agreement.

**10.1 Restricted Sales and Use.** The Partner agrees to comply with all applicable laws and regulations, including, but not limited to, export control laws, sanctions, and trade restrictions imposed by the United States and other applicable jurisdictions.

The Partner shall not market, sell, distribute, or otherwise make available the Querri Software or Services to:

- Entities or individuals located in countries subject to comprehensive U.S. sanctions, including but not limited to North Korea, Iran, Syria, Cuba, and the Crimea region of Ukraine, or any other embargoed country as determined by applicable law.
- Entities owned or controlled by, or acting on behalf of, governments of Russia, China, or other jurisdictions subject to heightened restrictions or sanctions, without prior written approval from the Company.
- End Users intending to use the Software or Services for prohibited purposes, including but not limited to:
  - Development or deployment of weaponry, surveillance, or intelligence tools that may infringe on human rights.

- Activities that violate export control laws or other applicable regulatory restrictions.

The Partner is responsible for conducting due diligence to ensure compliance with these restrictions. Failure to comply with this section may result in immediate termination of this Agreement, at the sole discretion of the Company.

**Querri Inc.**

**[Partner Corporate Name]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### STANDARD TERMS AND CONDITIONS

#### 1. Additional Considerations Regarding the Service.

**1.1. Definitions.** “**Partner Data**” means the data and information (i) loaded into the Software by Partner or the End Users in the course of Partner’s or the End User’s use of the Offered Solution, (ii) loaded by Company into the Software at Partner’s direction, or (iii) loaded into the Software via an interface to a third party which was established at Partner’s direction. “**Partner Software**” means Partner’s proprietary or licensed software solution (but excluding the Software). “**Documentation**” means any published or electronic user guides or operating manuals that Company may make generally available to its customers for use with the Software and as updated by Company from time to time. “**Intended Purpose**” means use of the Software for \_\_\_\_\_.  
\_\_\_\_\_. “**Interfaces**” means the interfaces identified in the Service Schedule and mutually agreed upon by the Parties. “**Offered Solution**” means the Software as integrated with certain Partner Software as designated by the Partner or offered on a stand-alone basis. “**End Users**” shall be customers of Partner with unique Credentials who (a) can utilize the Offered Solution (including the \_\_\_\_\_ Software) to \_\_\_\_\_, and (b) for whom Partner has paid all applicable fees for use of the Service as part of the Offered Solution. The number of End Users permitted under this Agreement shall be set forth the applicable Service Schedule. “**Software**” means (a) object code versions of Company’s proprietary programs, including any special configurations, customizations, derivatives and business logic changes, as may be set forth in the Service Schedule, including bug fixes and updates thereto that Company chooses to install from time to time, and (b) all interfaces implemented by Company as set forth in the Service Schedule. The feature specifications for the Software are set forth in the applicable Documentation. “**Standard Terms and Conditions**” means the terms and conditions contained in this Exhibit A. “**Service**” refers to the Querri Software and any associated features, functionality, updates, and support provided by the Company. This includes but is not limited to hosting, operation, maintenance, and accessibility of the Software by the Partner and its End Users, as well as any additional services outlined in the applicable Service Schedule or support and implementation plans. “**Service Schedule**” refers to a written document agreed upon by the Company and the Partner that outlines specific terms and conditions for the provision of the Service, including, but not limited to, the subscription duration, payment terms, Service configurations, and any additional customization or support requirements.

**1.2. Access.** Subject to payment of the applicable fees, Company hereby grants to Partner a limited, non-exclusive, non-transferable right for Partner and Partner’s End Users to access and use the Service to manage and view Partner Data for Partner’s and End Users’ internal use in accordance with the Documentation. Partner shall require each End User to be legally bound to access and use the Service in accordance with the terms and conditions of this Agreement.

**1.3. Credentials.** Partner shall implement, and shall require the End Users to implement, reasonable controls to ensure that the Service is accessed and used only by End Users and Other Users with appropriate Credentials. Partner shall be responsible for (i) issuing or providing information to Company to issue Credentials and (ii) managing Credentials and requiring the End Users to manage Credentials pursuant to applicable minimum access policies or requirements maintaining the confidentiality of Credentials used to access the Service. Although Other Users shall have separate Credentials, they shall not require additional subscriptions for the Software. Otherwise, all references herein to an End User shall include that End User’s Other Users. “**Credentials**” means a login name and password provided to an End User or Other Users. “**Other Users**” means the staff members and representatives of an End User who do not fall within the definition of an End User.

**1.4. Exclusions.** Company shall not be obligated to provide access to the Service for any other programs, workflows, process management or functionality not explicitly identified in a Service Schedule or covered by the Intended Purpose. Access to the Service for other programs, workflows, process management, functionality or Intended Purposes may be available to Partner at Company’s then-current rates pursuant to a separate, mutually agreed upon Service Schedule. Partner agrees that any use other



than the Intended Purpose would require additional consideration and the prior written approval of Company.

**1.5. Restrictions; Prohibited Actions.** Partner shall not and shall require that the End Users may not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, transfer, hypothecate, grant a security interest in or otherwise provide the Service, Software or Documentation to third parties, make the Service, Software or Documentation available for use by third parties or use the Service, Software or Documentation for the benefit of any third party including through any outsourcing, timesharing, service bureau, facilities management, practice management, billing or data processing service basis; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the Service, Software Interfaces or Documentation; (c) disassemble, decompile, reverse engineer, or make any other attempt by any means to discover or obtain the source code for, the Software, except as may be expressly permitted under applicable law; (d) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the Service, Software or Documentation; (e) take any action that may adversely impact or impair Company's or its Suppliers' rights, title and interest in the Service, Software or Documentation; or (f) encourage or permit any End User or other third party to engage in any of the foregoing. Partner shall be responsible for ensuring that all End Users comply with the terms of this Agreement, and Partner shall be liable for any breach by any End User of the restrictions or other terms of this Agreement. Partner shall not cause or permit the installation or use of any programs or device that attempts to interface directly to the Software source code or that attempts to read the Software's proprietary data files without Company's express prior written authorization. "**Suppliers**" means all third party licensors and other suppliers to Company that provide any portion of the Software or Documentation or support Company's provision of the Service. Any and all End User Agreements, or other sublicensee approved by Company, shall include the restrictions contained in this Section.

**1.6. Ownership Rights Reserved.** Partner acknowledges and agrees that all Intellectual Property Rights, including without limitation all worldwide right, title and interest in and to the Service, Software, Documentation and related materials (including all modifications, alterations and enhancements thereto and derivative works thereof) and all copies thereof, including all trademarks, service marks, patents, copyrights, Trade Secrets, designs, algorithms and all other intellectual property, industrial property and proprietary rights in or related to the Service, Software and Documentation, are and shall remain the exclusive property of Company and its Suppliers. Except for the rights expressly granted in Section 1.2 of these Standard Terms and Conditions, Partner shall have no rights to or other interests in the Service, Software or Documentation. Company reserves all rights not explicitly granted to Partner under this Agreement. "**Intellectual Property Rights**" means any and all rights with respect to the Software, Service, Documentation, and related services and materials arising from or under any of the following, whether protected, created or arising under the laws of the United States of America or any other jurisdiction in the world: patents (including, but not limited to, any applications, extensions, divisions, continuations, continuations-in-part, reexaminations, reissues, and renewals related thereto), copyrights (including, but not limited to, any applications, registrations and renewals related thereto), trademarks and service marks (including, but not limited to, applications, registrations, and renewals related thereto), trade dress, trade names, Trade Secret and know-how and any other intellectual property or proprietary rights of any nature, by whatever name or term known or however designated. "**Trade Secrets**" means information that derives actual or potential economic value because it is not generally known to, and by proper means not readily ascertainable by, others who can obtain economic value from its disclosure or use; and is the subject of commercially reasonable efforts to maintain its secrecy.

**1.6.1 Intellectual Property (IP) Protections.** Querri retains all rights to its Software, including all intellectual property and proprietary rights. Partner is granted a limited, non-exclusive, non-transferable license to promote and resell Querri Software solely for the purposes stated in this Agreement. Partner shall not, directly or indirectly, modify, reverse engineer, disassemble, or create derivative works based on Querri Software or incorporate it into Partner's own products without a separate, written agreement from Querri.

## **2. Partner Data.**

**2.1. Grant of License.** Solely for the purposes of providing and supporting the Services, Partner hereby grants to Company a worldwide, perpetual, irrevocable, fully paid-up, royalty-free and

non-exclusive license to use and combine the Partner Data with other data and to use, transmit, distribute, reproduce, modify, edit, adapt, translate and reformat Partner Data in any manner, in whole or in part.

**2.2. Security.** Company shall put in place reasonable security measures to protect against unauthorized access, alteration, disclosure, and destruction of the Partner's and/or End User's Data. This shall be Company's only obligation with respect to the security of Partner's and/or End User's Data and Company does not guarantee that Partner's and/or End User's Data shall not be disclosed or destroyed. Notwithstanding any obligation of Company hereunder, the security of communication sent over the Internet is subject to many factors outside of Company's control and, as a result, Company shall not guarantee the security or privacy of such communication.

**2.3. Return to Partner.** During the Service Term, Partner has, and Partner shall inform the End Users that they have, the responsibility for maintaining a local copy of all Partner and/or End User Data, if so desired. For thirty (30) days after the end of the Service Term, Partner may request that Company provide to Partner and/or End User a copy of the Partner's and/or End User's Data in an industry standard format. Partner shall pay Company at its then current rates for any such transition services provided. The format in which the Partner's and/or End User's Data is provided will not reflect the database structure of the Software.

### **3. Limited Warranty.**

**3.1. Performance.** For a period of ninety (90) days from the date of the End User's execution of an End User Agreement for the use of the Offered Solution, Company warrants to Partner that the Service and Software will perform in substantial conformance with the Documentation when operated under normal use and within the terms and conditions stated herein. Company will use commercially reasonable efforts to correct any errors in the Software that are deemed material in Company's sole discretion of which Company has been notified by Partner in a timely manner. This warranty shall not apply if: (a) the Service or Software is not used in accordance with this Agreement or the Documentation or is used in a manner for which it is not designed, contemplated or specifically recommended by Company; (b) the Service or Software is adapted, modified, altered or tampered with by anyone other than Company or its authorized agents; (c) the Service or Software is used in conjunction with any programs, hardware or other products not specified in writing by Company for use with the Software; or (d) the error is caused by Partner, an End User, the Internet, or any third party hardware, programs or other products. Partner acknowledges and agrees that this Section 3.1 sets forth Company's sole and exclusive liability, and Partner's and the End User's sole and exclusive remedy, for any breach of the warranty set forth herein. Partner shall not have any right or authority to and shall not make any representation or warranty with regard to the Service or Software or otherwise on behalf of Company, or in any manner assume or create any obligations or responsibility, express or implied, on behalf of or in the name of Company, or act for or bind Company in any respect except as expressly permitted under this Agreement.

**3.2. No Disabling Devices.** Company represents and warrants that the Software does not contain any programming devices (e.g., key locks, back doors, trap doors, timers or other disabling devices, etc.) which would disrupt the use of the Software, or destroy or damage data or make data inaccessible or delayed without control of a person operating the Software, except for file and purge routines necessary to the routine functioning of the Software and usernames and passwords for login.

**3.3. Computer Viruses.** Company warrants that it will use commercially reasonable virus detection computer software programs to test the Software for viruses prior to delivery of the Services to Partner and that Company will continue to take such steps with respect to any Services delivered to Partner to correct any identified error. Company's sole obligation, and Partner's sole remedy, for violation of this warranty shall be for Company to (a) remove such a virus from the Service, and Partner shall reasonably cooperate with such efforts, and (b) reinstall, at no cost, a backup copy of any Partner Data which was lost, if any.

**3.4. Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 3 OF THESE STANDARD TERMS AND CONDITIONS, COMPANY, ITS AFFILIATES AND SUPPLIERS (COLLECTIVELY, "**COMPANY PARTIES**") MAKE NO WARRANTIES WHATSOEVER AND PROVIDE

THE SOFTWARE AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE COMPANY PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, ACCURACY OF INFORMATIONAL CONTENT AND SYSTEM INTEGRATION. COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES TO BE UNINTERRUPTED OR ERROR FREE AND IS NOT RESPONSIBLE FOR ANY THIRD PARTY PRODUCTS OR SERVICES.

#### **4. Confidentiality.**

**4.1. Confidentiality Obligations.** Neither Party shall use or disclose, or permit others to use or disclose, any of the other Party’s Proprietary Information without the disclosing Party’s prior written consent or except as expressly authorized hereunder or as required to provide the Service under this Agreement. Neither Party shall use or reproduce the Proprietary Information except as necessary to perform its obligations hereunder. Each Party shall safeguard the confidentiality of the Proprietary Information including, at a minimum, taking those precautions used by the receiving Party to protect its own Proprietary Information of a similar nature, which in no event shall be less than a reasonable degree of care. The receiving Party shall restrict the possession, knowledge and use of Proprietary Information to its employees, agents and subcontractors who have a need to know for purposes of this Agreement and are bound by confidentiality obligations no less stringent than those contained herein. Before disposing of any media containing the Software, Documentation or other Proprietary Information of Company, Partner agrees to take all necessary steps to securely destroy or erase all Software codes, programs, Documentation and other Proprietary Information of Company and its suppliers contained in such media. The receiving Party may disclose Proprietary Information as required by law, regulation or judicial process, in which case, the receiving Party will use reasonable efforts under the circumstances to disclose only such information as is required and to seek confidential treatment for any Proprietary Information so disclosed. The receiving Party promptly shall notify the disclosing Party of any facts known to such Party regarding any unauthorized disclosure or use of the Proprietary Information. All Proprietary Information shall remain the exclusive property of the disclosing Party. The terms of this Section 4.1 shall survive termination or expiration of this Agreement so long as such information continues to be subject to reasonable secrecy efforts by the disclosing Party. “**Confidential Information**” means non-public information of value to its owner and that is the subject of its owner’s reasonable efforts to maintain confidentiality thereof. Confidential Information shall not include any information that the receiving Party can demonstrate: (a) was in the receiving Party’s possession at the time of disclosure by the disclosing Party without confidentiality obligation; (b) becomes known to the receiving Party through disclosure by sources other than the disclosing Party who have the legal right to disclose such Proprietary Information without confidentiality obligation; or (c) is independently developed by or for the receiving Party without reference to or reliance upon the disclosing Party’s Proprietary Information. The placement of a copyright notice on the Software or Documentation shall not constitute publication or otherwise impair the confidential nature thereof. “**Proprietary Information**” is, collectively and without regard to form, any third party information that either party has agreed to treat as confidential, and Confidential Information and Trade Secrets. Without limiting the generality of the foregoing, Partner acknowledges that the Service, Software and Documentation, including the ideas, methods of operation, architecture, processes and know-how embodied in such items, constitute Proprietary Information of Company or its licensors. The Parties agree to maintain the confidentiality of all proprietary and confidential information shared under this Agreement. Unauthorized disclosure or use of such information may cause irreparable harm, and the disclosing Party shall have the right to seek injunctive relief. Confidential information excludes any information already in the public domain or independently developed by the receiving Party.

**4.2. Non-disclosure of Agreement Terms.** Except as otherwise expressly required herein, neither Party shall disclose the terms of this Agreement or any Service Schedule without the prior written consent of the other Party, except that each Party may: (a) make such disclosures as are necessary to comply with applicable laws, rules and regulations or as necessary to enforce this Agreement; (b) disclose the terms of this Agreement to such Party’s auditors, attorneys, bankers or investment bankers as necessary for their rendition of services to such Party; or (c) disclose this Agreement as reasonably required in

connection with the due diligence commonly associated with major financial transactions, provided that the person or entity to which it is disclosed is subject to a duty of confidentiality comparable to that which is applicable to the disclosing Party's own information.

**4.3. Return/Destruction of Proprietary Information.** Upon termination of this Agreement for any reason or upon the other Party's written request, each Party promptly shall: (a) return or securely destroy, at the other Party's direction, all tangible material embodying the Proprietary Information in such Party's possession or under such Party's control; and (b) if requested by the other Party, deliver an affidavit, signed by an executive officer of such Party, certifying that such Party has complied with the obligations set forth in item (a) above.

## **5. Fees and Payment.**

**5.1. Disputed Amounts.** In the event Partner reasonably disputes any amount that appears on an invoice issued by Company pursuant to this Agreement, Partner must notify Company in writing detailing the basis for the dispute within seven (7) calendar days of Partner's receipt of the invoice. Partner shall not be required to pay that portion of the amount which Partner reasonably disputes until the dispute is resolved by the parties or Company determines the amount owed by Partner after a reasonable investigation. Notwithstanding the forgoing, Partner shall pay all processing charges and any interest calculated pursuant to Section 7 of the second page of the Agreement on any and all amounts eventually determined as payable to Company and the placement of the amount in dispute shall not modify the due date for such calculation.

**5.2. Renewals.** The Service Fees for any renewal period are subject to an annual adjustment defined at the annual invoice period.

**5.3. Actions for Non-Payment.** Should Partner fail to satisfy any payment which it has not disputed in accordance with Section 5.1 of these Standard Terms and Conditions within fifteen (15) days of the due date, then, in addition and cumulative to any and all other remedies available to it and upon written notice to Partner, Company may disable access to the Service for Partner and the End Users, revoke the rights granted herein, stop providing any support to Partner or the End Users, cease working on any professional services being performed for Partner pursuant to this Agreement or any other agreement. Should Company disable access to the Service under this Section 5.3 then Partner may reinstate such Service by paying all amounts owed to Company, including interest thereon, plus a reinstatement fee equal to: (i) the charges per month for Service multiplied by the number of months since the Service was disabled, with all partial months rounded up, and further multiplied by one hundred fifty percent (150%); and (ii) prepayment of the Service Fees that will be payable from the date the Service is reinstated through the end of the Service Term. For the sake of clarity, any action taken by Company pursuant to this Section 5.3 shall not relieve Partner of any obligations under this Agreement or any other agreement.

**5.4. Taxes.** All prices and fees set forth herein are net amounts to be received by Company. Partner shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions, except for taxes based upon Company's net income. If Partner represents that it is a tax-exempt entity it shall provide to Company a copy of its tax exemption certificate or similar documentation substantiating its tax exemption prior to or immediately after the Commencement Date.

## **6. Indemnification.**

**6.1. Indemnification by Company.** Company, at its own expense, shall defend or settle, at Company's option, any third party claim, suit or proceeding ("**Third Party Claim**") brought against Partner or an End User claiming that the Service, Software or Documentation, in the form in which they are furnished by Company for use in the Offered Solution infringe upon a United States patent or copyright of such third party, and Company shall pay any final judgment entered against Partner by a court of competent jurisdiction or settlement agreed to by Company with respect to any such Third Party Claim, but only if: (a) Partner or the End User notifies Company in writing within ten (10) days after first being notified of such Third Party Claim; (b) Company has control over the defense and settlement of such Third Party Claim, provided that Company shall not enter into any settlement or other arrangement that admits liability of the Partner or End User without Partner's or the End User's, respectively, prior written consent; (c) at Company's request and expense, Partner and/or the End User reasonably cooperates with Company in defending such Third Party Claim; and (d) Partner and/or the End User takes no action that

is contrary to Company's interests with respect to such Third Party Claim, unless required by law, regulation, judicial process or a pre-existing obligation to a third party. In addition to its obligation set forth under this Section, upon assertion of any such Third Party Claim, Company shall have the right, at its option and expense, to: (i) obtain the right for Partner and/or the End User to continue using the affected Service or Documentation; (ii) replace or modify the affected portions of the Service or Documentation so that they are no longer infringing; or, if neither of the foregoing options is reasonably acceptable to Company, then (iii) terminate the rights granted Partner and End User hereunder and refund to Partner any prepaid and unused Service Fees.

**6.2. Limitations.** This Section 6 states Company's entire liability and Partner's sole and exclusive remedies for infringement. Company shall have no liability or obligation to Partner or the End User under this Section 6 to the extent that the Third Party Claim results from: (a) the Service or Software being used other than in accordance with this Agreement or the Documentation or being used in a manner for which it is not designed, contemplated or specifically recommended by Company; (b) adaptations, modifications or alterations to the Service or Software made by Partner or a party other than Company or its authorized agents; (c) Partner's or the End User's use of the Service in combination with any programs, hardware or materials not provided or specifically approved by Company if such claim would have been avoided without such use; (d) Partner's or the End User's use of the Service in conjunction with inaccurate or improper Partner Data; (e) the use or possession of Partner Data in violation of a third party's intellectual property rights, or (f) any use of the affected Service, Software or Documentation after Partner and/or the End User receives notice of any such Third Party Claim (collectively, the "**Exclusions**").

**6.3. Indemnification by Partner.** Partner shall indemnify, defend (at Partner's own expense) and hold harmless the Company Parties from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with (i) any of the Exclusions, (ii) Partner's and/or End User's unauthorized use or disclosure of the Service, Software or Documentation, or (iii) Partner Data, to the extent not based on Company's negligence.

**6.4. Mutual Indemnification.** Each Party agrees to indemnify, defend, and hold harmless the other Party from any third-party claims arising out of the indemnifying Party's actions or omissions related to this Agreement. The liability of either Party under this Agreement shall be capped at the total fees paid by the Partner in the twelve (12) months preceding the claim.

**6.5. Any and all End User Agreements, or other sublicense approved by Company, shall include the restrictions and indemnities contained in this Section 6.**

## **7. Limitation of Liability.**

**7.1. General.** IN NO EVENT SHALL THE COMPANY PARTIES OR PARTNER (i) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF DATA, GOODWILL, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (ii) HAVE AN AGGREGATE LIABILITY FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL SERVICE FEES ACTUALLY PAID BY PARTNER TO COMPANY UNDER THE APPLICABLE SERVICE SCHEDULE FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EARLIEST DATE ON WHICH THE EVENTS GIVING RISE TO THE LIABILITY OCCURRED. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR OTHERWISE) AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES HEREUNDER BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMITATION.

**7.2. Exclusions.** Notwithstanding anything to the contrary herein, the limitations of liability contained in Section 7.1 of these Standard Terms and Conditions shall not apply to: (a) any damages arising out of or relating to a Party's failure to comply with its confidentiality obligations under Section 4 of these Standard Terms and Conditions, violation of Section 1 of these Standard Terms and Conditions, and/or

violation of Section 13.3 of these Standard Terms and Conditions; (b) either Party's indemnification and defense obligations in these Standard Terms and Conditions; or (c) Partner's payment obligations hereunder.

**7.3. Cumulative Remedies.** Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

**7.4. Acknowledgement.** Each Party acknowledges that the limitation of liabilities and disclaimers contained herein constitute an agreed upon allocation of risk between the Parties, have been factored into Company's pricing and are an essential element of the bargain between the Parties.

**7. Publicity.** The Partner hereby acknowledges that Company may issue a press release generally referencing this Agreement and that thereafter Company, and its affiliates, may reference its partnership relationship with the Partner in any and all documents distributed in connection with any financing transactions and any marketing documents.

**8. Assignment.** Partner shall not assign this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, without Company's express prior written consent, not to be unreasonably withheld. Any assignment in violation of this Section shall be void. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of the Partner. Company may freely assign this Agreement to any third party.

**9. Notices.** All notices or approvals required or permitted hereunder shall be in writing and shall be deemed to have been given upon: (a) receipt if sent by certified or registered mail, postage prepaid, return receipt requested; (b) delivery if sent by a courier service that confirms delivery in writing; or (c) the date sent by facsimile, with a confirmation copy sent via national overnight courier, in each case addressed to the applicable address set forth on the first page of this Agreement.

## **10. Dispute Resolution.**

**10.1 Arbitration.** Except as set forth in Section 12.2 of these Standard Terms and Conditions, in the event a controversy under this Agreement cannot be resolved by informal discussions, either Party, at any time, may demand by written notice to the other Party that the controversy be submitted to non-binding arbitration in accordance with the Commercial Rules of the American Arbitration Association then in effect. The arbitration proceeding shall be held in Charleston, South Carolina. Each Party shall pay its own legal fees associated with the arbitration, but all other arbitration costs shall be borne equally by the Parties pending the arbitrator's award. The arbitrator may award the prevailing Party in any arbitration proceeding or litigation hereunder shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorneys' fees and the costs incurred in connection with arbitration or litigation under this Agreement.

**10.2 Injunctive Relief.** Partner recognizes that irreparable injury would result to Company in the event of Partner's failure to comply with any of the terms of Sections 1 and/or 4 of these Standard Terms and Conditions, and that the full amount of the damages that would be incurred by Company as a result of any such breach would be difficult to ascertain. Accordingly, Partner hereby agrees that, in the event of any such breach, threatened breach, Company shall be entitled to seek appropriate injunctive relief without the need to post bond or prove the inadequacy of monetary damages.

## **11. Miscellaneous.**

**11.1 Independent Parties; No Authority to Bind.** The relationship of Company and Partner is that of independent contractors. Neither Party shall have any authority to bind the other Party to any obligation by contract or otherwise.

**11.2 Books and Records.** During the term of this Agreement, Partner will maintain and provide to Company, on a calendar quarterly basis, a complete and current list of all End Users that have purchased the Service from Partner, the dates of each such purchases and any other

information reasonably requested by Company from time-to-time. During the term of this Agreement and for two (2) years thereafter, Company and/or an independent auditor on behalf of Company will have the right to audit Partner's books and records, no more than once every calendar year, to ensure Partner's compliance with the terms and conditions of this Agreement. Each Party will pay the charges that it incurs in the course of the audit; provided, however, if any audit reveals an underpayment of more than three (3%) percent for any reporting period or a failure by Partner to fully comply with all the terms and conditions of this Agreement, then without limiting Company's other rights and remedies at law or in equity, Partner will reimburse Company for its costs incurred in conducting such audit and will immediately pay Company the underpaid amount, with interest as provided in Section 7 of the second page of the Agreement.

- 11.3 Restrictions on Development.** Neither Partner nor any of Partner's (a) parent companies; (b) wholly-owned subsidiaries; (c) related entities; or (d) entities in which Partner owns any ownership interest, either as a private investor, member, or as a shareholder, shall build, contract to build, or make plans to build or create any software that has or is planned to have functionality that is similar or identical to the functionality of the Software that Partner subscribes to from Company under the terms of this Agreement. Further, Partner shall not assist any other individual or organization in any way with the development of software that has or is planned to have functionality that is similar or identical to the functionality of the Software that Partner subscribes to from Company under the terms of this Agreement. Partner further acknowledges and agrees that as of the execution date of this Agreement neither Partner nor any of Partner's (a) parent companies; (b) wholly-owned subsidiaries; (c) related entities; or (d) entities in which Partner owns any ownership interest, either as a private investor, member, or as a shareholder is currently in the process of building, contracting to build, or making plans to build or create any software that has or is planned to have functionality that is similar or identical to the functionality of the Software that Partner subscribes to from Company under the terms of this Agreement.
- 11.4 Severability; No Waiver.** If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable and, insofar as possible, consistent with the original intent of the Parties. The failure of a Party to require performance of any obligations of the other Party hereunder shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time.
- 11.5 Third Party Beneficiaries.** No provisions of this Agreement are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party under this Agreement, except that Company's affiliates and suppliers shall be deemed third party beneficiaries under this Agreement for purpose of enforcing their rights in their respective intellectual property rights and Proprietary Information.
- 11.6 Construction; Headings.** Titles and headings to sections in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement. The terms "herein," "hereof," "hereunder" and similar expressions refer to this Agreement and not to any particular section or other portion hereof. Except as expressly provided otherwise, references herein to "days" are to calendar days. Any use of the term "including" in this Agreement shall be construed as if followed by the phrase "without limitation."
- 11.7 Counterparts.** This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same instrument.
- 11.8 Amendment.** Any term or provision of this Agreement may be amended or modified only by a writing signed by both Parties.

- 11.9 Entire Agreement.** This Agreement, including all Service Schedules and attachments hereto, all of which are incorporated herein by reference, constitutes the entire understanding and agreement of the Parties, whether written or oral, with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings between the Parties with respect to the Service furnished by Company hereunder.
- 11.10 Order of Precedence.** If any conflict or ambiguity arises between the terms and conditions set forth in the body of this Agreement and any term or condition of any Service Schedule, Exhibit or other attachment to this Agreement, then, in every case, the order of precedence shall be the body of the Agreement, these Standard Terms and Conditions, then any other exhibits or attachments.
- 11.11 Non-solicitation & Publicity.** Partner shall not solicit, recruit, divert, or attempt to divert any Company employee to cease its relationship with the Company during the term of this Agreement and for a period of one (1) year following its termination. Partners may begin using the Querri logo upon acceptance of their partnership by Querri, unless otherwise specified in a separate agreement explicitly prohibiting such use. Any such usage must comply with Querri's branding guidelines, which will be provided upon acceptance. Querri is authorized to use the Partner's name and logo, including displaying them on Querri's website and other promotional materials, without prior written consent, unless the Partner explicitly requests otherwise. Additionally, neither Party shall make any public announcements regarding this Agreement or otherwise use the other Party's name or logo, except as expressly provided above or with prior written consent from the other Party.
- 11.12 Force Majeure.** Neither Party shall be held liable to the other Party for failure of performance (except for the payment of money) caused by the other Party or otherwise due to circumstances beyond the non-performing Party's reasonable control, including acts of God, war, terrorism, strikes or labor disputes, civil disturbances or interruptions in power, communications, transportation or the like.
- 11.13 Governing Law, Venue.** This Agreement shall be governed in accordance with and interpreted under the laws of the State of South Carolina without giving effect to its choice of law provisions. Without limiting either Party's obligations toward alternative dispute resolution, any action, suit, or other proceeding brought by either Party against the other Party shall be brought in a State or Superior court or the United States District Court of competent jurisdiction in the metropolitan area of Charleston, South Carolina. Both Parties hereby submit to the exclusive jurisdiction of such courts and waive any objection to jurisdiction or venue in any such proceeding.
- 11.14 General Requirements.** Partner shall access the Service, and shall require that the End User access the Service, only via an operating environment that, at a minimum, complies with this Section. Partner understands that the obligation to order, purchase, install and maintain such an operating environment is that of Partner, and not Company. Mozilla Firefox 3.0 or later or Internet Explorer 6 or 7 is required for use of the Software, and proper viewing of the Software user interfaces requires a minimum screen resolution of 1024 x 768. Full use of the Software requires a CSV reader, such as Microsoft Office Excel, a PDF reader, such as Adobe Acrobat, and Jasper Reports report template user interface, such as iReport. The purchase, training, and support of the CSV reader, PDF reader, and Jasper Reports report template user interface are solely Partner's responsibility. These specifications reflect the requirements to utilize the Service without any special configurations, customizations or business logic changes. Company may update these specifications from time to time, upon written notice to Partner. Any and all End User Agreements, or other sublicense approved by Company, shall include the restrictions and indemnities contained in this Section.
- 11.15 Security/Network Access.** Partner's and End User's access to Software will require access to the internet, and access to the internet is solely the Partner's and/or End User's responsibility. No hardware, software, training, or support for access to the public internet will be provided by Company.



**11.16 Government End Users.** If an End User is a unit or agency of the United States Government or any State Government, Partner must include the following language in the End User Agreement with such End User: The Service is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in Subparagraph 252.227-7013(c)(1)(ii) of the Rights in Technical Data and Computer Licensor Product at DFARS, and in similar clauses in the NASA FAR Supplement.

**11.17 Cascading Obligations to End Customers.** All Partners, regardless of their role, are required to ensure that any agreements with End Customers include provisions that reflect the following obligations to protect Querri's interests and ensure compliance:

**11.17.1 Liability:** End Customers must agree to limitations of liability consistent with the terms of this Agreement, including disclaimers of indirect, consequential, and punitive damages, to the extent permissible by applicable law.

**11.17.2 Indemnification:** Partners must require End Customers to indemnify Querri for claims arising from the End Customer's breach of applicable terms, misuse of Querri Software or Services, or violations of applicable law.

**11.17.3 Venue and Governing Law:** The agreement between the Partner and the End Customer must specify that disputes related to the use of Querri Software or Services are subject to the same governing law and venue as outlined in this Agreement.

**11.17.4 Adherence to Terms of Use:** End Customers must agree to abide by Querri's End User Software License Agreement (EUSLA), available at <https://querri.com/terms>. The EUSLA must be referenced in or attached to the End Customer agreement.

**11.17.5 No Modification of Core Terms:** Partners are prohibited from modifying the core terms related to liability, indemnification, venue, or adherence to the SaaS terms of use in their agreements with End Customers without prior written approval from Querri.

**11.17.6 Compliance and Audit Rights:** Partners must ensure that their End Customer agreements are enforceable and compliant with applicable laws. Querri reserves the right to request and audit such agreements upon reasonable notice to confirm compliance with this section.