

QUIVERS MASTER SERVICES AGREEMENT

Quivers, Inc., a Delaware corporation with its principal office at 50 W Broadway, Ste 333, PMB 89865, Salt Lake City, Utah 84101-2027 (“Quivers”), makes the Quivers Services available to you (“Client”) on the terms and conditions set forth in this Master Services Agreement (this “Agreement”). This Agreement, together with all Quivers Agreements referencing this Agreement which are later executed by the parties, is a legally binding contract between Client and Quivers.

BY AGREEING TO THIS AGREEMENT (INCLUDING BY CLICK-THROUGH OR OTHER AGREEMENT OR BY EXECUTING A QUIVERS AGREEMENT THAT REFERENCES THIS AGREEMENT), CLIENT EXPRESSLY ACKNOWLEDGES THAT CLIENT HAS READ THIS AGREEMENT AND AGREES TO ALL OF ITS RESPECTIVE TERMS AND CONDITIONS. By agreeing to this Agreement (including by click-through or other agreement), Client is waiving, to the extent permitted under applicable law, any rights to or legal requirements regarding an original non-electronic signature or the delivery or retention of non-electronic records in order for a contract to be legally binding. If Client utilizes the Quivers Services, Client shall be deemed to have accepted this Agreement and all of its terms and conditions. If the individual accepting this Agreement is accepting on behalf of such individual’s employer or another entity that is the Client under this Agreement, such individual represents that they have the authority to bind such entity and its affiliates to this Agreement. If an individual does not have such authority, then such individual may not use the Quivers Services on behalf of Client and must discontinue all use of the Quivers Services immediately.

1. DEFINITIONS

“**Consumer**” or “**Customer**” means a user that purchases Products advertised and sold via Quivers Services.

“**Content**” means any information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds and materials.

“**Fulfiller**” means a person or entity that is authorized by a Merchant to fulfill orders for Product sold via Quivers Services.

“**Intellectual Property Rights**” shall mean any and all proprietary rights of any kind, tangible or intangible, now known or hereafter existing, including without limitation: copyrights; neighboring rights and moral rights; trade secrets and know-how; trademarks; patents; other industrial property rights; other legally protectable elements and contributions; collective and derivative works; and, all registrations, and applications thereof now or hereafter in force in any jurisdiction throughout the world.

“**Merchant**” means a manufacturer or supplier of Product that is sold via Quivers Services.

“**Merchant Fulfillment Fee**” means the non-refundable service fee that the Merchant earns for each Qualified Purchase fulfilled by a Fulfiller and is a calculation of the sum of the Product Sales Price, and any applicable sales tax and shipping and handling charges.

“**Product**” means merchandise offered by Merchants for sale via Quivers Services.

“**Product Sales Price**” means the total amount that will be charged to a Customer at checkout, and for which the Customer pays, less any shipping and handling fees, and sales tax.

“**Prohibited Marketing**” means Product purchased by a Customer resulting in any way by the use of any URL, domain or subdomain name that utilizes “Proprietary Terms.”

“**Proprietary Terms**” means any company name, logo, trademark, service mark, trade name, domain name, copyrighted material or other intellectual property, or any misspellings of those terms, owned by Quivers or any participating Merchant.

“**Qualified Purchase**” means the completion of the process set forth below under the heading “Order Fulfillment & Qualified Purchases.”

“Quivers Agreement” means a written document describing the scope of Quivers Services and associated fees, attached hereto or incorporated by reference, and which is mutually agreed upon by the parties as evidenced by the signature of their duly authorized representatives. These documents may be referenced as a **“Statement of Work”**, **“General Agreement”**, **“QuickScope”**, and/or any other Quivers-designated name.

“Quivers Pay” means the payment processing services offered by Quivers.

“Quivers Services” means the Quivers Site, the Quivers Solution and all services provided by Quivers under this Agreement, each to the extent set forth in the applicable Quivers Agreement.

“Quivers Service Fee” means the non-refundable service fee that Quivers earns for each Qualified Purchase and is calculated on the sum of the Product Sales Price, and any applicable sales tax and shipping and handling charges. The Quivers Service Fee includes the Quivers Platform Fee of 5% (unless otherwise specified) plus any service fee for using Quivers Pay.

“Quivers Site” means any URL, domain or subdomain that utilizes the name Quivers (e.g., www.quivers.com, <https://developers.quivers.com>)

“Quivers Solution” means the hosted software applications that are hosted on, run on or accessed from Quivers servers or third-party servers hosting Quivers, including without limitation, the Quivers store and site platform, the Quivers hosted content management system, the Quivers product management tools, the Quivers order management tools, the Quivers reporting system, the Quivers business-to-business network and associated management tools, the Quivers customer relationship management tools, the Quivers discounting tools and the Quivers Order Flow Processing, each to the extent set forth in the applicable Quivers Agreement.

“Sell” means the advertising, sale and fulfillment of Products via Quivers Services. **“Site”** means the Website or sites of Merchants and Fulfillers.

2. CLIENT’S PARTICIPATION IN THE QUIVERS SOLUTION

The parties may enter into Quivers Agreements from time to time and each Quivers Agreement will describe the particular Quivers Solution and Quivers Services being provided. Client may obtain and use the Quivers Services in more than one capacity as set forth in a Quivers Agreement. For example, a Fulfiller may be authorized to fulfill orders and advertise Products for sale on its Site.

2.1 Merchants: Client will have the opportunity via the Quivers Solution to: (1) Sell Client’s Products through Client’s Site(s) and/or the sites of Third-Parties and Fulfillers authorized by Client; (2) Sell the products of other Merchants through Client’s Site(s); (3) Fulfill orders for Client’s Products or share them with Client’s authorized Fulfillers based upon Client’s criteria (e.g., by designating geographic, time, and other Product order fulfillment preferences); (4) Invite, or accept invitations from, new Fulfillers to fulfill orders, and; (5) Invite, or accept invitations from, new Fulfillers to advertise and Sell Client’s Products on their Sites. When Fulfillers invite Client to allow them to fulfill orders or Fulfillers invite Client to allow them to Sell Client’s Products on their Sites, Client must accept or reject their invitations in a timely manner. Clients may prohibit a Fulfiller Client have made a connection with from fulfilling future orders or Selling Client’s Products via the Quivers Site at any time, and such instruction will take effect immediately.

2.2 Fulfillers: Client will have the opportunity to invite, or accept invitations from, existing or new Merchants to allow Client to claim and fulfill orders placed on a Merchant, invite, or accept invitations from, Merchants to publish all or part of their product catalogs on Client’s Site and earn commissions from Qualified Purchases, and use Quivers’ analytics to help inform Client’s inventory management.

3. LICENSES

3.1 License to Client. During the term of each Quivers Agreement under this Agreement, Quivers grants Client a limited, royalty-free, nonexclusive, non-sublicensable, nontransferable, and revocable license to internally access and use of the Quivers Site and Quivers Solution for its business use. The Quivers Services are accepted upon Client’s access of the Quivers Site or Quivers Solution except as expressly stated in a Quivers Agreement.

3.2 Information License To Quivers. Client grants Quivers a worldwide, non-exclusive, royalty-free, non-revocable, transferable and sub-licensable right to use, copy, modify, adapt, reformat, distribute, publish, perform, display,

create derivative works of, process and otherwise commercially or non-commercially exploit in any manner, any and all non-personally identifiable Customer information and other information or materials and Content that Client provides or uploads through the Quivers Services. Quivers may aggregate the foregoing to create statistical data, so long as the aggregated information does not identify Client, Client's business or Client's Customers.

3.3 Marks License to Quivers. Client grants to Quivers a nonexclusive, nontransferable right and license to display the Client's trademarks and tradenames (the "Client Marks") in connection with the provision of the Services under this Agreement. Quivers shall not use, or permit the use of, any of the Client Marks except as expressly provided herein. Client reserves all rights to control the use of the Client Marks, and Quivers shall not use, change, or modify Client Marks in any manner without prior written authorization from Client. Without limiting the generality of the foregoing, Quivers agrees that (i) all goodwill associated with use of the Client Mark shall inure to Client; (ii) Quivers shall follow all guidelines for use of the Client Marks established by Client and communicated to Quivers in advance in writing; and (iii) nothing in this Agreement shall confer in Quivers or any third party any right of ownership in the Client Marks.

4. PROHIBITED USES OF CLIENT'S SITE & QUIVERS SERVICES

4.1 Restrictions. Client may not upload, post on, email or transmit through Client's Site or the Quivers Services any Content that: (i) contains any viruses, Trojan horses, worms, cancel bots, time bombs, spyware or other computer programming routines that may damage or interfere with the operations of the Quivers Services or with other users of the Quivers Services; (ii) is knowingly untrue, inaccurate or misleading; (iii) interferes with the operation of the Quivers Services in any manner; (iv) is defamatory, unlawful, harassing, abusive, threatening, violent, obscene, hateful, sexist, racially or ethnically offensive or discriminatory; (v) infringes any Intellectual Property Rights of others; (vi) constitutes a breach of any person's privacy or publicity rights; (vii) violates any statute, regulation or ordinance; (viii) promotes software or services that deliver unsolicited mail; (ix) promotes or contains sexually explicit material; or (x) promotes, encourages, or facilitates terrorism or other activities that may adversely impact United States national security.

4.2 Additional Restrictions. Client further agrees that Client will not: (i) use the Quivers Site or the Quivers Solution or any element thereof except as expressly permitted herein; (ii) impersonate any person or entity, including, but not limited to, a Quivers shareholder, officer, director, employee or representative, or misrepresent Client's affiliation with a person or entity; (iii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted on or through the Quivers Services; (iv) infiltrate or otherwise seek to gain unauthorized access to, or compromise the integrity of, the Quivers Services; (v) harvest, collect or store information about the users of the Quivers Services or the Content posted by others on the Quivers Services or use such information for any purpose inconsistent with the purpose of the Quivers Services; (vi) use any automated procedure to gather information or data from the Quivers Services by means of what is commonly called a "bot" or otherwise; (vii) interfere with or disrupt the Quivers Services or servers or networks connected to the Quivers Site, or breach or attempt to breach the security of software, networks, servers, data, or computers or other hardware relating to the Quivers Services (or that of any third party that is hosting or interfacing with any part of the Quivers Site); (viii) create any frames at any other Websites pertaining to or using any of the information provided through the Quivers Services, or promote bonus items, giveaways, random drawings, contests or prizes on the Quivers Services; (ix) duplicate, copy or, except as contemplated by this Agreement, otherwise exploit the Quivers Services or its contents for commercial purposes; (x) reverse engineer, decompile, disassemble, adapt, translate, modify, or extract any element of and/or otherwise discover any source code, algorithms, methods or techniques embodied in the Quivers Site or the Quivers Solution, except to the extent expressly permitted by applicable law notwithstanding contractual obligations to the contrary and then only after (a) Client has notified Quivers in writing of Client's intended activities and the information sought and (b) Quivers fails to provide such information within a reasonable time following such notice; (xi) modify, sublicense, rent, lease, sell, resell, publicly perform, publicly display or create derivative works based on the Quivers Site or the Quivers Solution; (xii) distribute, share or otherwise make the Quivers Site or the Quivers Solution available to unauthorized users; (xiii) defame or disparage Quivers, our trademarks or service marks, or any aspect of the Quivers Services; (xiv) modify, alter, or deface any of the trademarks, service marks, copyrighted material or other intellectual property, including without limitation, Quivers Intellectual Property, made available by Quivers in connection with the Quivers Services; or (xv) use any of the trademarks, trade names or service marks, or other intellectual property of Quivers or any participating Merchant, including without limitation, Quivers Intellectual Property, or other Content accessible through the Quivers Services for any purpose other than the purpose for which such Content is made available to Client, without the express written consent of the owners of those Intellectual Property Rights.

5. ORDER FULFILLMENT & QUALIFIED PURCHASES

5.1 General. When a user places an order for a Product through the Site of a Fulfiller it will be fulfilled through the Quivers Solution and Client's user will become a Customer of Quivers and/or the participating Merchant. Consequently, all terms for the sale of Product, including but not limited to, the price, rules, policies, procedures, customer service, returns, etc., shall be determined by Quivers and/or the Merchant in their sole discretion, and may be changed at any time. Customers who make Qualified Purchases through Client's Site will receive the purchased Products subject to the Merchant's standard warranty.

Quivers will notify the Merchant and/or its authorized Fulfillers of the opportunity to claim the order, or any part of the order, by means specified by the Merchant's authorized Fulfillers (e.g., by text message, smart phone mobile application and/or email). The order, timing, frequency and other allocation rules of such notification to Fulfillers are set by the Merchant and may be modified by the Merchant at any time. The notification will set forth the exact terms and conditions of the order, including (i) the Products ordered; (ii) the Product Sales Price; (iii) the Customer's ship to city and state or province; (iv) any shipping and handling fee, as determined solely by the Merchant, and (v) the amount of the Quivers Service Fee and Merchant Fulfillment Fee that will be retained by Quivers.

While the notification is pending, authorized Fulfillers of the Merchant, or the Merchant itself depending on the allocation rules determined by the Merchant, may claim any part or all of the order for fulfillment. Unless otherwise noted, an authorized Fulfiller shall not, for any reason, claim a Product or entire order if it does not have the physical inventory and immediate ability to fulfill such Product/order either by shipment or in-store pick up. If the first Fulfiller to claim a Product/order for fulfillment does not have sufficient inventory to fulfill it, such Fulfiller must withdraw its claim to such Product/order within 15 minutes by contacting the Merchant directly so that another Fulfiller and/or the Merchant may claim and fulfill the Product/order.

The order, or part of an order if permitted by the Merchant's notification criteria, will be fulfilled by the first authorized Fulfiller (or Merchant, as the case may be) to claim the Product/order for fulfillment ("Fulfiller"). If an order has not been claimed for fulfillment within the time set by the Merchant through the Quivers Solution, the Merchant must (i) claim and fulfill the order, (ii) cancel the order due to Product unavailability, or (iii) resend the order through the Quivers Solution so that it may be claimed by an authorized Fulfiller of the Merchant. In any event, all orders must either be irrevocably claimed for fulfillment or cancelled by the Merchant due to Product unavailability within 48 hours of the time the order is initially placed by the Customer.

Fulfillers will make every reasonable effort to ensure timely and accurate order fulfillment. The Product/order must be shipped or available for pick up at a physical store location within the time designated by the Merchant. Once shipped, the name, address(es), phone number(s), email address(es), and/or other identification and contact information of the Fulfiller(s) will be provided to the Customer. Shipped refers to the date the carrier takes delivery of the package from the Fulfiller, or the postmarked date if it is delivered via national Postal Service. If a delay occurs, Quivers and the Customer will need to be promptly notified.

Orders will be processed securely pursuant to the requirements of the Payment Card Industry Data Security Standard. The Fulfiller must print the packing list from the "Print Packing List" function on the Quivers Site and include it with each order. No other invoices shall be placed inside the box. All orders shall be packed with sufficient fill material to prevent damage during shipment. Fragile items should be marked accordingly with a conspicuous label or writing. Orders must be shipped in new or very good condition boxes that are Merchant-Merchanted or without any Merchanted. Fulfiller(s) may use their Merchanted boxes if pre-approved in writing is obtained by the Merchant. Promotional material and/or literature placed inside of shipping boxes must be approved in advance and in writing by the Merchant. Quivers recommends using services with tracking numbers such as United Parcel Service ("UPS"), Federal Express, or DHL. Fulfillers must provide for delivery confirmation by signature of Customers on all orders over \$250. Failure to comply may result in a chargeback to the Fulfiller pursuant to the Section 5.8 below entitled Deductions From Qualified Purchases.

Once the Product/order is shipped, tracking information will be sent to the Customer. Quivers determines that an order is fulfilled when tracking information, or notice the Product was picked up, is entered into the Quivers Site by the Fulfiller. A Qualified Purchase is complete when payment is received by Quivers on behalf of the Customer, and all Products in the order have been marked as shipped or cancelled.

5.2 Shipping and Handling. Each participating Merchant will determine whether, and to what extent, a charge for shipping and handling will be included in each Customer order. Any such shipping and handling charge will be indicated in the notification to Fulfillers set forth above. To the extent there is no shipping and handling charge

indicated for a particular order (i.e., the order includes free shipping), or the indicated charge is not sufficient to cover the actual shipping and handling cost to fulfill the Product/order, Fulfillers shall be solely responsible for, and absorb, their respective shipping and handling costs for all Products/orders.

5.3 Sales Tax. Based on the information Client provides, the Quivers Solution will estimate applicable Sales Tax, if any, and Quivers' independently contracted payment processor or Client's payment processor, as applicable, will collect any Sales Tax due from Customers, which will then be forwarded to the Fulfiller. Such collected Sales Taxes will be listed in the settlement reports issued by Quivers. THE FULFILLER IS SOLELY RESPONSIBLE TO NOTIFY QUIVERS OF ALL JURISDICTIONS WHERE IT HAS A SALES TAX NEXUS OR IS OTHERWISE OBLIGATED TO PAY SALES TAX, SHALL REPORT AND PAY ANY SALES TAX IT OWES, AND SHALL INDEMNIFY QUIVERS FOR ANY FAILURE TO DO SO PURSUANT TO THE INDEMNIFICATION PROVISION SET FORTH HEREIN. As used herein, "Sales Tax" includes, but is not limited to, excise, import, export, value added, consumption and other such taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any transactions made pursuant to this Agreement.

5.4 Payments to Client for Qualified Purchases

5.4.1 Amount for Fulfilling Order: Subject to all other terms of this Agreement, Quivers will pay Fulfillers for each Qualified Purchase a sum equal to the Product Sales Price, plus any sales tax and shipping and handling charges, less Quivers Service Fee, Merchant Fulfillment Fee, and any applicable payment for generating an order pursuant to the preceding paragraph.

5.5 Payments to Bank Accounts in Different Currency than Order: Cross-currency and/or international payments may incur transfer and/or foreign exchange fees that will be deducted from payments Quivers makes to Client. Client's receiving bank may also charge Client a transfer fee and/or other service fees. All such fees shall be Client's sole responsibility.

5.6 Timing: Within thirty (30) days following the end of each week period (generally this will be Friday UTC, though the exact day may change)), Quivers will pay Client for all Qualified Purchases made in a period. In the event a Customer places an order in one period and Product is shipped or picked up in the following period (e.g., an order is placed on Thursday and Product is shipped on the following Monday), the Qualified Purchase will be deemed to have occurred in the period the Product is shipped or picked up. Additionally, in the event a Customer places an order in one period and the funds for the order are received by Quivers in the following period (e.g., the order funds are received by the merchant on Thursday but not transferred to and received by Quivers until Monday), the Qualified Purchase will be deemed to have occurred in the period the order funds were received by Quivers.

5.7 Tracking, Reporting & Payment: Quivers will track Qualified Purchases for reporting and payment purposes and make reports available to Client through the Quivers Solution. In the event of any dispute regarding tracking and calculating Qualified Purchases, the automated results from the Quivers Solution shall control and be binding upon the parties to this Agreement. Client will receive payments by direct deposit into a bank account designated by Client, or by check, at the election of Quivers. Client will be responsible for providing Quivers with the name and address of the bank, type of account, account number, exact name on the account, and the routing number for the bank. Client is responsible for paying any taxes that may be owed by Client as a result of receiving Payments (e.g., income tax), and no additional compensation will be paid to Client for such taxes.

5.8 Deductions from Qualified Purchases: Quivers may apply chargebacks against payments due to Client in the future. Chargebacks are retroactive or prospective reductions to payments or credits made by Quivers pertaining to Qualified Purchases resulting from: (i) credit card chargebacks involving orders that Quivers has previously paid Client, or given Client credit, for; (ii) erroneous calculation or crediting of orders or payments to Client; (iii) partial or full credit for returned Products or canceled orders; (iv) orders that occur after this Agreement is terminated; (v) orders generated via "Prohibited Marketing"; (vi) orders where one or more Products were not received by the Customer; (vii) orders where one or more Products were declared by the Customer as not as described and/or were defective; and (viii) orders that otherwise violate the terms of this Agreement. Any balance not so repaid will be paid by Client in cash upon demand.

5.9 Risk of Loss

Damage or loss to Products caused during shipment is the sole risk and responsibility of the Fulfiller(s), so Fulfiller(s) should consider insuring Products shipped by them or at their direction for fair value in the case of loss. If Customers want replacements for Products received in damaged condition, the Fulfiller will send replacements

and make a claim with the shipping company. In any event, if a Customer pays for a Product and it is lost or damaged and the Fulfiller does not resolve the issue to the reasonable satisfaction of the Customer, Quivers may, in its sole discretion, chargeback the payment pursuant to the "Deductions from Qualified Purchase" Section 5.8 herein.

5.10 Customer Service. Merchants participating in the Quivers Services expect their customers will receive fast, excellent service. Fulfillers' continued participation in the Quivers Services depends on Client meeting Quivers' and participating Merchants' customer service requirements, including those specified in this Agreement. Client's consistent ability to meet Quivers' and participating Merchants' customer service requirements may affect Merchants' allocation of Customer orders to Client for fulfillment through the Quivers Site. Frequent inability to meet such customer service requirements may result in termination of Client's status as an authorized Fulfiller and therefore termination of this Agreement.

Customer service for Products accepted by Customers shall primarily be the responsibility of, and handled by, the Fulfiller(s). If the Fulfiller is an authorized Fulfiller who attempts in good faith, but is unable to solve a Customer's issue, the Fulfiller must provide the Customer with the Merchant's customer support contact information. Thereafter, customer service shall be the responsibility of the Merchant.

5.11 Customer Returns. Fulfillers shall accept all Customer returns for any reason of unopened Merchant packaging (as opposed to shipping packaging) for thirty (30) days following shipment of Products.

5.12 Customer Warranty. Customers making purchases through the Quivers Site will receive the purchased Products subject to the Merchant and/or manufacturer's standard warranty. Quivers does not provide any additional warranty of any kind for Products, either express or implied, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title, and non-infringement.

6. CLIENT'S RESPONSIBILITIES, CONDITIONS AND RESTRICTIONS

Quivers may, in its sole discretion, suspend or terminate Client's access to the Quivers Site and Quivers Solution without prior notice if Quivers believes that Client's conduct fails to comply with the following, or any other terms of this Agreement:

6.1 Providing Information

Either at the time of enrollment or upon request by Quivers at any time, Client will provide Quivers with: (i) Client's company name, each company domain name Client intend to advertise Product on, federal tax identification number, address of Client's principal place of business, and any other physical or mailing addresses; (ii) A company customer service phone number and website, if any; (iii) Client's contact person's name, phone number, mobile phone number capable of receiving text messages, and email address; (iv) If Client will be fulfilling orders, and for the purpose of Quivers calculating Sales Tax on Customer orders, list all jurisdictions in which Client has a Sales Tax nexus or is otherwise obligated to pay Sales Tax (i.e., addresses from which Client will ship Product or where Customers may purchase and/or pick up Products sold pursuant to this Agreement, address of Client's principal place of business or other physical or mailing address, and any other jurisdictions in which Client is required to charge and remit Sales Tax in connection with sales); (v) For Merchants, information about Client's Products available for purchase, including Client's online Product catalog, Product images, Product descriptions, and the Product Sales Price of Client's Products to be charged to a Customer; and (vi) Any information that Quivers request in order to perform pursuant to this Agreement, or to verify Client's compliance with this Agreement. In the event any of the requested information cannot be input into the administration panel on the Quivers Site, Client must email Quivers customer support with the requested information.

The information Client submits during the registration process on the Quivers Site, submits in response to a request from Quivers or otherwise submits, is/will be complete and accurate and any changes thereto will be immediately made in Client's user or business account profile. Client agrees to provide Quivers advance notice via Client's Quivers Site account of any change to Client's information, if any. Client further agrees that Quivers may communicate with Client by way of the Quivers Site, e-mail or physical address Client provide to Quivers, and that all agreements, notices, disclosures, and other communications that Quivers provide to Client satisfy any legal requirement that such communications be in writing, whether or not entered accurately or kept up to date by Client.

6.2 Assistance. Each party will use commercially reasonable efforts to: (i) respond to requests from the other party on a timely basis; (ii) provide the other party with timely and accurate information and documentation required for Quivers to provide the Quivers Services; and (iii) make available personnel having the expertise to permit the other party to undertake and complete its obligations under this Agreement.

6.3 Responsibility for Username & Password. Client is responsible for maintaining the confidentiality of Client's username and password and for ensuring that there will be no unauthorized access to or use of the Quivers Services through Client's account. Client agrees to accept responsibility for activities that occur under Client's username or password, provided that Quivers agrees to accept responsibility for unauthorized activities that occur under Client's username or password to the extent caused by its gross negligence or willful misconduct. Each party agrees to immediately notify the other party of any unauthorized use of the Quivers Services through Client's account of which a party becomes aware and to cooperate to address and resolve promptly any unauthorized use of Client's account.

6.4 Responsibility for Client's Site. Client remains solely responsible for the development, design, maintenance, legal compliance and operation of Client's Site. This includes, but is not limited to, any liability that Client may have as a result of advertising and/or selling Products. Client should discuss this possibility with Client's attorney and/or Insurance Agent. Quivers shall have no liability for such matters, or for any claims by Customers relating to these matters.

6.5 Responsibility for Content Client Provided to Quivers. Client agrees that Client is solely responsible for all visual, written, and audible information and Content contained in or transmitted by the Quivers Site or in connection with the Quivers Services to the extent provided by Client to Quivers.

6.6 Compliance with Laws & Quivers' Policies. Client agrees to use Client's Site and the Quivers Services only for lawful purposes and shall comply with all applicable federal, state, and local laws and regulations, including, without limitation, the Communications Decency Act (47 U.S.C. § 223 et. seq.), the Digital Millennium Copyright Act (17 U.S.C. § 101 et. seq.) and Section 5 of the Federal Trade Commission Act. In addition, Client agrees to comply with all procedures, rules and policies established by Quivers (and communicated electronically by Quivers to Client by way of e-mail or by posting notices on the Quivers Site).

6.7 Compliance with Stripe Connected Account Agreement. Client agrees that, in the event it owns an account with Stripe that is to be integrated with Quivers for purposes of utilizing "Stripe Connect", it shall comply with and be bound by the terms and conditions set forth in the Stripe Connected Account Agreement located at <https://stripe.com/us/connect-account/legal>.

6.8 Access to Quivers Services. Client agrees that Client is responsible for obtaining access to the Quivers Site and Quivers Solution, including, but not limited to any third-party fees (such as Internet service provider, airtime, mobile phone minutes, and text message charges) involved in obtaining access, and for all equipment necessary to access the Quivers Site and Quivers Solution.

7. TRAINING AND SUPPORT AND SERVICES

7.1 Training and Support. Quivers provides a free knowledge base containing help topics, which is accessible through the Quivers Site. In the event it does not solve Client's problem, please contact technical support via telephone at +1 (805) 250-4777, email at support@Quivers.com, and/or online via the Quivers Site. Such technical support will be provided Monday-Friday, 8am-5pm, PST (excluding all US holidays). Phone support is provided in English; additional support languages (Spanish and French) are available upon request (additional fees may apply).

7.2 Professional Services. If professional or training services are included in any Quivers Agreement, any developments or deliverables will be licensed to Client on the same terms as set forth in this Agreement, unless otherwise provided in the applicable Quivers Agreement.

8. CONFIDENTIALITY

8.1 Confidential Information. Client and Quivers each agree that the following proprietary and confidential information is to be received in strict confidence, used only for the purposes of this Agreement and shall not be disclosed by the receiving party, its agents or employees without the prior written consent of the disclosing party: (i) Information contained in documents marked confidential, private, proprietary or the like, and any

communications which are expressly communicated in confidence; (ii) The terms of this Agreement; (iii) Business and financial information that a reasonable person would recognize as confidential due to its nature, including, but not limited to, customer and vendor lists, pricing and sales information, marketing and financial information, product plans, products or components thereof, research, formulas, designs, drawings, engineering or hardware configuration information; (iv) Customer Information as defined herein; and, (v) Intellectual Property Rights as defined herein (collectively "Confidential Information").

8.2 Exceptions. Confidential Information does not include information that: (i) was in the public domain at the time of disclosure, (ii) later became part of the public domain through no act or omission of the receiving party, its employees agents, successors, or assigns, (iii) was lawfully disclosed to the receiving party by a third party having the right or obligation to disclose it, or (iv) was already known by the receiving party at the time of disclosure.

8.3 Confidentiality Obligations. Each party's obligation of confidentiality shall be fulfilled with the same degree of care as it uses to protect its own confidential information, but in any event, not less than reasonable care. This obligation exists during the term of this Agreement and for two years after its termination. If the receiving party is requested or required by subpoena, court order, or similar process to disclose any Confidential Information, the parties agree that the receiving party will provide the disclosing party with prompt notice of such request so that the disclosing party may seek an appropriate protective order and/or waive the receiving party's compliance with the provisions of this provision.

8.4 Aggregate Information. Notwithstanding the foregoing terms, Quivers may use and disclose without restriction non-personally identifiable Confidential Information that it aggregates to create statistical data, so long as the aggregated information does not identify Client, Client's business or Client's Customers.

9. CUSTOMER PRIVACY & SECURITY

9.1 Quivers Site. Quivers' independently contracted payment processor vendors are responsible for maintaining all industry-standard and proper security measures to protect personally identifiable information of Customers ("Customer Information") within their possession and control, including but not limited to, adherence to Payment Card Industry Data Security Standards. For Customer Information in Quivers' possession, it shall be maintained in accordance with its Privacy Policy, which can be accessed via the Quivers Site at www.quivers.com. Quivers may disclose any information, including Customer Information, Content or electronic communication of any kind (i) to satisfy any law, regulation, or lawful request, e.g., subpoena or search warrant; (ii) if such disclosure is necessary or appropriate to operate the Quivers Site or Quivers Solution; or (iii) to protect the rights or property of Quivers or its shareholders, officers, directors, employees, agents, third-party content providers, Quivers suppliers, sponsors, or licensors or any other user.

9.2 Client Site. Quivers and its vendors are not responsible for security measures for any Customer Information on Client's Site, computer networks and systems, or otherwise in Client's possession or control, that does not reside on the Quivers Solution or Site. With respect to such Customer Information, Client is solely responsible for complying with all laws pertaining to the posting and execution of a privacy policy on Client's Site regarding how Client (and third parties such as Quivers, participating Merchants or Fulfillers) use, store and disclose data collected from users, and the placement and use of cookies and other tracking devices on users' browsers.

9.3 Marketing. Client and Quivers will not use or disclose Customer Information that Client or Quivers do not own other than in connection with the performance of the parties' obligations hereunder, or marketing to customers who have not opted out of receiving such marketing materials in compliance with applicable DP Laws (as defined below).

10. EUROPEAN DATA PROTECTION LAWS

10.1 Application. This Section 10 only applies to the extent that the Client's use of Quivers Services falls within the scope of DP Law.

10.2 Definitions. Within this Section 10: (a) "Client Personal Data" means any Personal Data transferred pursuant to this Agreement in relation to the provision of Quivers Services; (b) "DP Law(s)" means the Data Protection Act 1998, the EU Directive 95/46/EC, as replaced or superseded from time to time, including by the EU General Data Protection Regulation 2016/679 (the "GDPR") and any laws and/or regulations implementing or supplementing the GDPR; the E-Privacy Directive (2002/58/EC) and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that replaces, repeals and/or supersedes any of the

foregoing; and (c) “Personal Data”, and “Processing” shall have the same meanings as in the GDPR, and their cognate terms shall be construed accordingly and “processed” and “process” shall be construed in accordance with the definition of “Processing”.

10.3 Obligations. Each party shall: (a) ensure that it complies at all times with all applicable obligations which may arise under applicable DP Laws in connection with the Processing of Personal Data pursuant to this Agreement; and (b) take appropriate technical and organizational measures against unauthorized or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the Personal Data to be protected.

10.4 Data Processor. To the extent that Quivers Processes, pursuant to this Agreement, Client Personal Data on behalf of Client, the provisions of Exhibit B shall apply to the Processing of such Client Personal Data.

11. FEES

11.1 Fees. The subscription and/or implementation and services fees payable by Client for the Quivers Services and the applicable Quivers Agreement term, will be set forth in each Quivers Agreement. Client will pay all fees in advance on a monthly, quarterly or annual or other basis as set forth in the applicable Quivers Agreement.

11.2 Payment Terms. Except as set forth herein or in a Quivers Agreement, all payments under this Agreement shall be made within thirty (30) days of the invoice date. Payments shall be made in currently available funds by ACH or wire transfer, by credit or debit card (provided Quivers may add an additional processing fee to such payments), or by such other means as Quivers may specify from time-to-time. Unless otherwise expressly agreed by Quivers and specified in the applicable Quivers Agreement, all fees are payable in the currency of the United States of America. All fees specifically exclude (and Client is responsible for) any and all applicable sales, use and other taxes, other than taxes based on Quivers' income. If all or any part of any payment owed to Quivers under this Agreement is withheld, based upon a claim that such withholding is required pursuant to the tax laws of any country or its political subdivisions and/or any tax treaty between the U.S. and any such country, such payment shall be increased by the amount necessary to result in a net payment to Quivers of the amounts otherwise payable under this Agreement. Any amounts due under this Agreement which are not paid within thirty (30) calendar days of their due date shall be subject to a late payment charge of the lower of: (a) one and one-half percent (1.5%) per month (and shall thereafter bear interest at a rate of eighteen percent (18%) per annum until paid); and (b) the highest interest rate permitted by applicable law. Each party is responsible for its own expenses under this Agreement. All fees payable under this Agreement are non-refundable.

11.3 Subscription Fees. Notwithstanding the foregoing, all subscription or other recurring fees shall be (i) due and payable upon the date of receipt of an invoice and, if applicable, such fees shall be automatically charged to the payment information on file with Quivers, or (ii) paid on the dates and pursuant to the terms set forth in the applicable Quivers Agreement.

11.4 Third-Party Payment Gateway. In the event a Merchant uses a third-party payment gateway to process transactions related to the sale of Products through the Quivers Services, such that Quivers is not the initial recipient of funds related to such sale, Quivers will provide an invoice to the Merchant no fewer than two (2) times per month in respect of the Quivers Service Fee and other amounts incurred pursuant to this Agreement as a result of such transactions (e.g., amounts due and owing to fulfilling Fulfillers). Such invoices shall be due and payable upon the date of receipt.

11.5 Changes to Fees. Quivers may change its fees and payment terms at its discretion; provided however, that such changes will not take effect for Client until the start of the next renewal term for a Quivers Agreement or this Agreement. In the case of such an amendment, Client's continued use of the Quivers Services after the effective date of the amendment constitutes Client's agreement to pay the revised fees.

12. TERM AND TERMINATION

12.1 Term. The term of this Agreement will commence on the date this Agreement is first agreed to by Client (including by click-through or other agreement or by executing a Quivers Agreement that references this Agreement), and shall continue for an initial term of two (2) years or as otherwise defined the Quivers Agreement.

The term of each Quivers Agreement will be as set forth therein. The initial term of this Agreement and the licenses to use the Quivers Solution pursuant to each Quivers Agreement will automatically renew for successive renewal terms of one (1) year each unless a party notifies the other party in writing of its intent not to renew at least thirty (30) days in advance of the end of the initial term or subsequent renewal terms.

12.2 Termination for Cause. Either party may terminate this Agreement (and any Quivers Agreement then in effect) if the other party breaches any material term of this Agreement which, in the case of Client will include any breach of Client's payment obligations, if the other party fails to cure such breach within thirty (30) days after notice of such breach. Additionally, (a) either party may terminate this Agreement and any Quivers Agreement immediately if the other party materially violates any applicable laws or regulations applicable to this Agreement and (b) Quivers may terminate this Agreement and any Quivers Agreement immediately if Quivers is required by any payment processor to terminate its relationship with Client.

12.3 Effect of Termination. If this Agreement or any Quivers Agreement is terminated, Quivers will continue to process orders relating to Client that were initiated before notice of termination is given. Client shall fulfill all Products/orders irrevocably claimed for fulfillment and shall continue to provide customer service support in good faith for a period of sixty (60) days. Except as required to fulfill such pending Products/orders or to render customer service support in good faith, Client must immediately cease using the Quivers Services. Payment for Qualified Purchases may be delayed up to an additional thirty (30) days in the case of any termination of this Agreement or any Quivers Agreement.

If this Agreement or any Quivers Agreement is terminated prior to the end of the applicable term defined therein, Client shall be required to pay to Quivers (a) any remaining Quivers subscription fees due for the remaining duration of the applicable term and (b) any committed transaction fees set forth in any applicable Quivers Agreement. The foregoing termination fee will be due within thirty (30) days of termination and must be paid in immediately available funds via ACH, wire transfer, or by such other means as Quivers may specify. For the avoidance of doubt, Client will be responsible for any fees associated with such payment.

The termination of this Agreement or any Quivers Agreement will not affect rights or obligations of the parties that have accrued prior to the effective date of such termination. In addition, the Sections 1 ("Definitions"), 8 ("Confidentiality"), 11 ("Fees") for fees due as of termination, 12.3 ("Effect of Termination"), 13 ("Intellectual Property and Proprietary Rights"), 15.4 ("Warranty Disclaimer"), 16 ("Limitation of Liability"), and 17 ("Indemnification") through 29 ("Counterparts") shall survive any termination of this Agreement.

13. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

13.1 Quivers Intellectual Property. Without limiting the generality of the foregoing, Client acknowledges and agrees that, prior to and during the term of this Agreement, Quivers has developed and may further develop, including any changes and improvements requested or suggested by Client, ideas, concepts, processes, methodologies, software, know-how, copyrightable material, notes, records, drawings, designs, inventions (whether patentable or not), technology, source and object code, algorithms, improvements, developments, discoveries and trade secrets ("Quivers Intellectual Property"), some of which Quivers may use in performance or provision of the Quivers Services. Client agrees that Quivers shall have and retain exclusive Intellectual Property Rights of all such Quivers Intellectual Property and shall be entitled to use any and all Quivers Intellectual Property in connection with the performance and/or creation of the Quivers Services for Client as well as for other parties. Notwithstanding the foregoing, to the extent Client or any third-party claim, or any court of law determines, that Client has a legal interest in any Quivers Intellectual Property, Client further agrees to assign (or cause to be assigned) and does hereby assign fully to Quivers all such Intellectual Property Rights. Any assignment under this Agreement includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as or referred to as moral rights. To the extent such moral rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where moral rights exist, Client hereby waives such moral rights and consent to any action of Quivers that would violate such moral rights in the absence of such consent. Client will confirm any such waivers and consents in writing from time to time as requested by Quivers. Quivers retains all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Quivers Solution, Quivers Services and Quivers Site and there are no implied licenses thereto.

13.2 Assistance. Client agrees to perform, during and after the term of this Agreement, all acts deemed necessary or desirable by Quivers to permit and assist it in evidencing, perfecting, obtaining, maintaining, defending and enforcing Quivers' Intellectual Property rights. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. If Quivers is unable for any reason whatsoever to

secure Client's signature to any such document (including, but not limited to renewals, extensions, continuations, divisions or continuations in part), Client hereby irrevocably designates and appoints Quivers and its duly authorized officers and agents, as Client's agent and attorney-in-fact to act for and on behalf and instead of Client, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Client. Quivers may enforce its Intellectual Property Rights to the full extent of the law. Any unauthorized use of Quivers' Intellectual Property may subject Client to penalties or damages, including but not limited to those related to infringement or violation of trademarks, copyrights, patents, privacy, and publicity rights.

14. CLAIMS OF INFRINGEMENT AND OTHER DISPUTES

If Client believes that a Product or other Content infringes upon Client's copyrighted works, please notify Quivers in writing pursuant the Quivers Intellectual Property Policy

(<https://www.quivers.com>). If Client notifies Quivers of any Content on the Quivers Site that is allegedly infringing, defamatory, damaging, illegal, or offensive, Quivers may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such Content from the Quivers Site.

15. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

15.1 Client's Representations, Warranties and Covenants. Client represents, warrants and covenants that: (i) Client has the right, power and authority to enter into, and perform Client's obligations under this Agreement, including, without limitation, assigning or granting the rights and/or licenses to Quivers set forth herein; (ii) the acts of entering into and performing Client's obligations under this Agreement do not violate any agreement, rights or obligations existing between Client and any other person or entity; (iii) throughout the term of this Agreement, Client shall not enter into any agreement that is inconsistent with Client's obligations hereunder; (iv) to the best of Client's knowledge, any Content Client provides to Quivers does not and will not infringe upon or misappropriate any copyright, patent, trade secret, trademark, service mark, or other proprietary or Intellectual Property Rights of others; (v) the Content Client provides to Quivers does not and shall not contain any Content, data, work, materials, link, advertising or services that actually or potentially violate any law or regulation or infringe or misappropriate any copyright, patent, trade secret, trademark, service mark, or other proprietary or intellectual property, contract or tort right of any person; (vi) any information Client provides to Quivers in the performance of this Agreement is not and shall not be the confidential information of any third party; (vii) Client will comply with all applicable laws and regulations, including, without limitation, all export and import control laws and regulations in Client's performance hereunder; and (viii) in entering this Agreement, Client is not relying on any representation, guarantee or statement that is not expressly contained herein.

15.2 Quivers' Representations, Warranties and Covenants. Quivers represents, warrants and covenants that: (i) it has the right, power and authority to enter into, and perform its obligations under this Agreement, including, without limitation, assigning or granting the rights and/or licenses set forth herein; (ii) the acts of entering into and performing its obligations under this Agreement do not violate any agreement, rights or obligations existing between it and any other person or entity; and (iii) throughout the term of this Agreement, it shall not enter into any agreement that is inconsistent with its obligations under this Agreement. Quivers will use commercially reasonable efforts to make the Quivers Services available as set forth in the SLA attached hereto as Exhibit A.

15.3 Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 15 OR IN THE SLA, CLIENT UNDERSTANDS AND AGREES THAT THE QUIVERS SERVICES, QUIVERS SOLUTION AND QUIVERS SITE, AND THE INFORMATION AND ANY CONTENT CONTAINED THEREON, ARE PROVIDED "AS IS" AND "AS AVAILABLE." QUIVERS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

QUIVERS MAKES NO WARRANTY OR REPRESENTATION REGARDING QUIVERS' SERVICES, ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES OBTAINED THROUGH QUIVERS SERVICES, OR THAT QUIVERS SERVICES WILL MEET ANY OF CLIENT'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. QUIVERS DOES NOT WARRANT OR GUARANTEE THAT CLIENT WILL BE ABLE TO ACCESS THE QUIVERS SITE OR THE QUIVERS SERVICE APPLICATIONS AT ALL TIMES. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT INTERNET CONGESTION AND OUTAGES, AS WELL AS MAINTENANCE,

DOWNTIME AND OTHER INTERRUPTIONS, MAY INTERFERE AT TIMES WITH CLIENT'S ABILITY TO ACCESS OR USE THE QUIVERS SITE OR QUIVERS SERVICE APPLICATIONS. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON OR ENTITY, INCLUDING EMPLOYEES OR REPRESENTATIVES OF QUIVERS, THAT ARE INCONSISTENT HEREWITH WILL HAVE NO EFFECT AND WILL NOT BE BINDING UPON QUIVERS ITS SUPPLIERS OR PARTICIPATING MERCHANTS. USE OF QUIVERS SERVICES IS AT CLIENT'S SOLE RISK. CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT RESULTING FROM THE USE OF QUIVERS SERVICES.

QUIVERS PROVIDES NO COUNSEL OR ADVICE REGARDING LEGAL, TAX, REGULATORY, OR OTHER REQUIREMENTS, INCLUDING WITHOUT LIMITATION ON THE PROVISION, OPERATION, OR USE OF GIFT CARDS, THE MANNER OF ACCEPTING CREDIT CARD, DEBIT CARD, OR ANY OTHER FORMS OF PAYMENT ONLINE, CURRENCY RULES AND REGULATIONS, OR PRIVACY OR SECURITY REQUIREMENTS REGARDING INFORMATION PROVIDED BY OR COLLECTED FROM ONLINE CUSTOMERS. COMPLIANCE WITH ANY SUCH LEGAL, REGULATORY, OR OTHER REQUIREMENTS BY CLIENT IS STRICTLY CLIENT'S RESPONSIBILITY.

16. LIMITATION OF LIABILITY

IN NO EVENT WILL QUIVERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), WHETHER SUCH LIABILITY IS FORESEEABLE, EVEN IF QUIVERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT, EQUITY OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARISING OUT OF, OR RESULTING FROM, ANY SUBJECT MATTER OF THIS AGREEMENT. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, SUCH LIABILITY ARISING OUT OF, OR RESULTING FROM: (1) THE ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE QUIVERS SERVICES; (2) THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES; (3) THE ACQUISITION OF ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED THROUGH THE QUIVERS SERVICES; (4) MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE QUIVERS SERVICES, INCLUDING WITHOUT LIMITATION THE UPLOADING OR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE QUIVERS SITE, INCLUDING BUT NOT LIMITED TO ANYTHING CAUSED BY ANY VIRUSES, BUGS, HUMAN ACTION OR INACTION OR ANY COMPUTER SYSTEM, PHONE LINE, HARDWARE, SOFTWARE OR PROGRAM MALFUNCTIONS, OR ANY OTHER ERRORS, FAILURES OR DELAYS IN COMPUTER TRANSMISSIONS OR NETWORK CONNECTIONS; OR (5) UNAUTHORIZED ACCESS TO OR ALTERATION OF USERS' TRANSMISSIONS OR DATA. NOTWITHSTANDING THE FACT THAT QUIVERS OR OTHER PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE QUIVERS SITE MAY MONITOR OR REVIEW TRANSMISSIONS, POSTINGS, DISCUSSIONS, OR CHATS, QUIVERS AND ALL PARTIES INVOLVED IN CREATING, PRODUCING, DELIVERING OR OPERATING THE QUIVERS SITE, ASSUME NO RESPONSIBILITY OR LIABILITY WHICH MAY ARISE FROM THE CONTENT THEREOF, INCLUDING BUT NOT LIMITED TO CLAIMS FOR DEFAMATION, LIBEL, SLANDER, OBSCENITY, PORNOGRAPHY, PROFANITY, OR MISREPRESENTATION.

QUIVERS' LIABILITY TO CLIENT ARISING OUT OF, OR RESULTING FROM, ANY SUBJECT MATTER OF THIS AGREEMENT, WHETHER BASED IN TORT, CONTRACT, STRICT PRODUCT LIABILITY OR EQUITABLE THEORIES, SHALL NOT EXCEED THE SUM OF ALL PAYMENTS MADE OR OWED BY CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THE LIMITATIONS SPECIFIED HEREIN WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

17. INDEMNIFICATION

17.1 By Client. Client agrees to indemnify, defend, and hold harmless Quivers and its shareholders, officers, directors, employees, consultants, attorneys, suppliers and agents from and against any and all claims, demands, losses, damages, expenses, costs (including reasonable attorneys' fees), judgments or other liabilities (including product liability), except for those caused solely by Quivers' gross negligence or willful misconduct, arising out of or relating to: (i) Client's use of Quivers Services; (ii) Client's acts or omissions under or as contemplated by this Agreement; (iii) Client's failure to comply with this Agreement; (iv) Client's infringement or misappropriation, or infringement by any other user of Client's account, of any intellectual property or other right of any person or

entity; (v) any claim against Quivers of infringement or violation of any intellectual property or other right of any person based on Quivers' actions taken or omissions made at Client's direction; (vi) use of any Client Marks or Content provided by Client, including without limitation for use on Client's Site or on the Quivers Site, and (vii) the advertising, sale, purchase and use of Products delivered or intended to be delivered to Customers.

17.2 By Quivers. Quivers will defend, indemnify and hold Client harmless from and against any and all third-party claims and any resulting third party liabilities, losses, expenses and damages (collectively, the "Claims") directly resulting from a claim that the Quivers Solution (specifically excluding any Product, Client Marks or Client Content) violates or infringes such third party's registered U.S. intellectual property right. If the Quivers Solution becomes, or in the opinion of Quivers may become, the subject of a Claim, then Quivers may, at its option (i) procure for Client the right to use the Quivers Solution free of any third party liability; or (ii) replace or modify the Quivers Solution with non-infringing components with substantially similar functionality; or (iii) terminate this Agreement upon notice to Client and refund to Client any prepaid unused fees for affected Quivers Solution. The foregoing obligations described in this Section define Client's sole and exclusive remedies for any claims that the Quivers Solution violates or infringes a third party intellectual property right.

Notwithstanding the foregoing, Quivers will have no obligation under this Section 17 or otherwise with respect to any infringement claim based upon (i) any use of the Quivers Solution not in accordance with this Agreement or for purposes not intended by Quivers, (ii) any use of the Quivers Solution in combination with other unauthorized products, equipment, software, or data not supplied by Quivers, (iii) any use of any release of the Quivers Solution other than the most current release made available to Client, or (iv) any modification of the Quivers Solution by any person other than Quivers or its authorized agents or subcontractors. THIS SECTION 17.2 STATES QUIVERS' ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

17.3 Indemnification Procedure. For all indemnity obligations described herein, the following shall apply. The indemnified party will notify the indemnifying party in a reasonably prompt manner of any claim for which the indemnified party is seeking indemnification pursuant to this Agreement. The indemnifying party may thereafter assume sole control of the defense and settlement of such claim. The indemnified party will have the right to participate at its own sole cost and expense in the defense or settlement of such claim. The indemnified party will provide the indemnifying party with a reasonable amount of assistance in connection with defending or settlement any such claim, at the indemnifying party's expense.

18. NOTICES

Unless otherwise provided in this Agreement, any notice required or permitted under this Agreement shall be given by Client to Quivers in writing and shall be deemed effectively given as follows: (i) if given by personal delivery, then such notice shall be deemed given upon such delivery, (ii) if given by facsimile or electronic mail, then such notice shall be deemed given upon receipt of confirmation of complete transmittal, (iii) if given by mail, then such notice shall be deemed given upon the earlier of (A) receipt of such notice by the recipient or (B) receipt of confirmation of delivery by the sender, and (iv) if given by an internationally recognized overnight air courier, then such notice shall be deemed given upon confirmation of delivery by such carrier. All notices shall be addressed to Quivers at the address as follows, or at such other address as Quivers may designate by written notice to Client:

Quivers, Inc.
Attn: Client Services
50 W Broadway Ste 333
PMB 89865
Salt Lake City, Utah 84101-2027 US

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Utah, without reference to the principles of conflicts of laws, or the Convention on Contracts for the International Sale of Goods. Any action at law or in equity arising out of or relating to the Quivers Services, this Agreement or any agreement or relationship Client have or had with Quivers or its related entities shall be heard exclusively in any state or federal court in Salt Lake City, Utah.

20. ATTORNEYS' FEES AND COSTS

If any action in a court of law is brought to enjoin infringement or other misuse of Intellectual Property Rights in connection with this Agreement, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees and other actual costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

21. PERSONNEL

Quivers personnel delivering services to Client under this Agreement may perform similar services for others during or after the term of this Agreement. Quivers will make reasonable efforts to honor Client's specific requests regarding assignment of Quivers personnel; however, Quivers reserves the sole right to make and change all such assignments.

22. RELATIONSHIP AND CONDUCT OF BUSINESS

This Agreement does not prevent Quivers from providing the Quivers Services to other parties while providing the same to Client. Client and Quivers are independent contractors. Client and Quivers shall have no claim against each other for vacation pay, sick leave, retirement benefits, social security, income tax, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall be construed to constitute the parties as partners, employer/employee, or joint venturers, nor shall either party have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party or otherwise bind each other.

23. WAIVER AND SEVERABILITY

The failure of either party to enforce any provision of this Agreement or to act with respect to a breach by the other party of this Agreement shall not be deemed a waiver of such provision, the right to act with respect to subsequent or similar breaches, or the right to enforce such provision. If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions hereof, and any part of such provision not held invalid or unenforceable shall remain in effect.

24. NO ASSIGNMENT

Client may not assign any of Client's rights, duties or obligations hereunder, in whole or in part, without the prior written consent of Quivers, which may not be unreasonably withheld. Any attempt to do so shall be deemed a material breach of this Agreement, and any assignment in violation of this provision shall be void ab initio. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

25. INTERPRETATION

This Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior written or oral agreements regarding such subject matter. Notwithstanding that Client may be required to acknowledge or agree to a click-on or click-through terms of use agreement on the Quivers Site, if any provisions of this Agreement conflict with the provisions of such click-on or click-through terms, the provisions of this Agreement will control. Except as otherwise provided herein, any supplement, modification or amendment by Client of this Agreement shall not be binding unless executed in writing and signed by a duly authorized representative of Quivers. The English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

26. INSURANCE

During the term of this Agreement, Quivers will at its own cost, obtain and maintain in force appropriate insurance policies, including worker's compensation and general liability insurance.

27. FORCE MAJEURE

Except for its obligations under Section 8 hereof (Confidentiality) and except for any obligations of payment, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include

(without limitation) accidents, acts of God such as flood or other natural catastrophe, strikes, labor disputes, civil insurrection, war, actions of any government agency, or any other casualty or cause beyond the control of the parties, shortage of materials, or the stability or availability of power or the Internet, or portion thereof (collectively, "Force Majeure"). Written notice of such Force Majeure shall be given by the affected party to the other party within ten (10) days of such party becoming affected by the Force Majeure. In the event any Force Majeure event or events continue for one or more periods of at least thirty (30) days in the aggregate during any twelve (12) month period, the affected party shall have the unilateral right to terminate this Agreement by written notice to the other party.

28. AMENDMENT

Amendments to this Agreement may occur periodically.

29. SUBCONTRACTORS

Quivers shall have the right to hire or engage one or more subcontractors or other third parties to perform all or any of its obligations under this Agreement; provided that Quivers shall remain ultimately responsible for the performance or non-performance of any such subcontractor and for ensuring that the obligations with respect to the nature, quality and standards of care set forth in this Agreement are satisfied with respect to any services provided by any such subcontractor.

Exhibit A Service Level Agreement

1. SERVICE AVAILABILITY

Quivers will use commercially reasonable efforts to make the Quivers Services available 99.5% of the time, excluding any Scheduled Downtime or Unscheduled Downtime events, each as defined below. The Service availability will be calculated by dividing the total number of minutes of uptime in the Quivers Services during an applicable calendar month by the total number of actual minutes in such month minus minutes of Scheduled Downtime or attributable to elements outside of Quivers' reasonable control, and then multiplying that amount by 100 ("Scheduled Uptime").

2. SCHEDULED DOWNTIME

Quivers will use reasonable efforts to provide Client with a minimum of (7) days advance notice for all scheduled downtime to perform system maintenance, backup and upgrade functions for the Quivers Services (the "Scheduled Downtime") if the Quivers Services will be unavailable due to the performance of system maintenance, backup and upgrade functions. Scheduled Downtime will not exceed eight (8) hours per month and will be scheduled in advance during off-peak hours (based on PT). Quivers will notify Client's administrator via email of any Scheduled Downtime that will exceed (2) hours.

The duration of Scheduled Downtime is measured, in minutes, as the amount of elapsed time from when the Quivers Services are not available to perform operations to when the Quivers Services become available to perform operations.

3. UNSCHEDULED DOWNTIME

Unscheduled Downtime is defined as any time outside of the Scheduled Downtime when the Quivers Services are not available to perform operations, excluding any outages caused by the failure of any third-party vendors or hosting providers, the Internet in general, or any force majeure event or event beyond Quivers' control. The measurement is in minutes.

4. SERVICE LEVEL CREDITS

If the Quivers Services does not meet the Scheduled Uptime levels set forth above, Client will be entitled, upon written request, to a Service Level Credit to be calculated as follows:

- o If Scheduled Uptime is at least 99.5% of the month's minutes, no Service Level Credit is awarded.
- o If Scheduled Uptime is 99.49% or below of the month's minutes, Customer will be eligible for a credit of a pro-rated amount of the monthly subscription fee paid to Quivers.

Service Level Credits shall be Clients sole and exclusive remedy in the event of any failure to meet the Service Levels. Service Level Credits will be applied to the next invoice following Client's request and Quivers' confirmation that credits are applicable.

Exhibit B
Data Protection Clauses

1. DEFINITIONS

1.1 In this Exhibit B, the following terms shall have the following meanings and shall be construed accordingly:

1.1.1 "Client Personal Data" means any Personal Data Processed by Quivers on behalf of Client pursuant to or in connection with this Agreement;

1.1.2 "DP Law" means the Data Protection Act 1998, the EU Directive 95/46/EC, as replaced or superseded from time to time, including by the GDPR and any laws and/or regulations implementing or supplementing the GDPR; the E-Privacy Directive (2002/58/EC) and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that replaces, repeals and/or supersedes any of the foregoing;

1.1.3 "GDPR" means the EU General Data Protection Regulation 2016/679; and

1.1.4 "Subprocessor" means any person (including any third party, but excluding an employee of Quivers or any employee of its sub-contractors) appointed by or on behalf of Quivers to Process Client Personal Data on behalf of Quivers in connection with this Agreement.

1.2 The terms, "Controller", "Processor", "Data Protection Impact Assessments", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Special Categories of Personal Data" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.3 The word "include" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. PROCESSING OF CLIENT PERSONAL DATA

2.1 The parties acknowledge and agree that for the purposes of DP Law, Client is the Data Controller and Quivers is the Data Processor of any Client Personal Data Processed by Quivers on behalf of Client in connection with its provision of the Quivers Services.

2.2 Each of the parties warrants and undertakes that it shall comply with all applicable obligations which may arise under DP Law in connection with the Processing of Client Personal Data as contemplated under this Agreement.

2.3 Client shall ensure that:

2.3.1 it is entitled to transfer the relevant Client Personal Data to Quivers so that Quivers and each Subprocessor may lawfully use, Process and transfer the Client Personal Data in accordance with this Agreement on Client's behalf; and

2.3.2 the relevant third parties have been informed of, and, to the extent required under DP Law, have given their consent to, such use, Processing, and transfer as required by all applicable DP Law.

2.4 Schedule 1 sets out certain information regarding Quivers' Processing of Client Personal Data under this Agreement as required by Article 28(3) of the GDPR. Each Party may make reasonable amendments to Schedule 1 by written notice to the other Party from time to time as that Party reasonably considers necessary to meet those requirements. Nothing in Schedule 1 (including as amended pursuant to this clause 2.4) confers any right or imposes any obligation on any Party.

2.5 Quivers shall:

2.5.1 not Process Client Personal Data other than as contemplated under this Agreement or on Client's documented instructions and solely for the purposes of providing the Quivers Services unless Processing is required by any applicable DP Law to which Quivers is subject, in which case Quivers shall to the extent permitted by any applicable DP Law inform Client of that legal requirement before the relevant Processing of that Client Personal Data;

2.5.2 promptly notify Client if Quivers believes that Client's instructions infringe DP Laws;

2.5.3 ensure that all its personnel and Subprocessors who have access to and Process Client Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;

2.5.4 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Quivers shall in relation to Client Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including the measures referred to in Article 32(1) of the GDPR;

2.5.5 not transfer any Personal Data outside of the European Economic Area without the prior written consent of Client without Client's prior written consent unless otherwise explicitly stated in this Exhibit B;

2.5.6 assist Client, at Client's cost and expense, and taking into account the nature of the Processing and information available to Quivers, in responding to any request from a Data Subject and in ensuring compliance with its obligations under DP Law with respect to security of Processing, breach notifications, Data Protection Impact Assessments and consultations with Supervisory Authorities or regulators relating to Client Personal Data Processed by Quivers;

2.5.7 notify Client without undue delay after becoming aware of a Personal Data Breach;

2.5.8 at the written direction of Client, delete or return all Client Personal Data and copies thereof to Client on termination of the Quivers Services and/or this Agreement unless required by the DP Laws or any applicable law to which Quivers is subject to store the Client Personal Data; and

2.5.9 maintain and make available to Client on request, and at Client's cost and expense, all information necessary to demonstrate compliance with this Exhibit B, and shall allow for and contribute to reasonable audits and access, including inspections, by Client or an auditor mandated by Client in relation to the Processing of Client Personal Data by Quivers or any Subprocessor as required by Article 28(3)(h) of the GDPR.

2.6 Client acknowledges that Quivers is reliant on it for direction as to the extent to which it is entitled to use and Process the Personal Data. Consequently, and without prejudice to the provisions of Section 17 of the Agreement, Client shall defend, indemnify and hold harmless Quivers against any claims, actions, or proceedings brought by a Data Subject or a Supervisory Authority arising from any act or omission by it to the extent that such act or omission resulted directly from Client's instructions.

3. SUBPROCESSING

3.1 Client hereby generally authorizes Quivers to appoint Subprocessors in connection with the provision of the Quivers Services under this Agreement.

3.2 With respect to each Subprocessor appointed by Quivers, Quivers shall:

3.2.1 ensure that the arrangement between Quivers and the Subprocessor is governed by a written contract including terms which offer at least the same level of protection for Client Personal Data as those set out in this Exhibit B and meet the requirements of Article 28(3) of the GDPR; and

3.2.2 be fully liable to Client for the acts or omissions of such Subprocessor in relation to any Processing of Client Personal Data Processed on behalf of Quivers.

3.3 Where Quivers proposes any changes concerning the addition or replacement of any Subprocessor, it shall notify Client in writing as soon as reasonably practicable prior to implementing such change specifying:

3.3.1 the name of any Subprocessor which it proposes to add or replace;

3.3.2 the Processing activity or activities affected by the proposed change;

3.3.3 the reasons for the proposed change; and

3.3.4 the proposed date for implementation of the change.

3.4 If within ten (10) days of receipt of a notice under clause 3.3 above Client (acting reasonably and in good faith) notifies Quivers in writing of any objections to the proposed change, the parties shall use their respective reasonable endeavors to resolve Client's objections. Where such resolution cannot be agreed within sixty (60) days of Quivers' receipt of Client's objections, Quivers shall have a right to terminate this Agreement immediately on notice to Client.

4. INTERNATIONAL DATA TRANSFERS

4.1 The parties acknowledge that, in the provision of the Quivers Services under this Agreement, Quivers may transfer Client Personal Data outside the EEA. Where Client Personal Data is transferred outside of the EEA, the provisions of clauses 4.2, 4.3, and 4.4 shall apply unless:

4.1.1 the transfer is made to a third country, a territory or one or more specified sectors within that third country, or an international organization, that has been deemed to provide an adequate level of protection for Personal Data by the European Commission (in accordance with Article 45 of the GDPR).

4.1.2 the transfer is based on the Privacy Shield Scheme in which case the provisions of clause 4.5 shall apply to such transfer; or

4.2 The parties agree that all terms and provisions of the European Commission Decision C(2010)593 Standard Contractual Clauses for Controllers to Processors ("Standard Contractual Clauses") shall be incorporated by reference to this Agreement with the same force and effect as though fully set forth in this Agreement, save that Appendix 1 of the Standard Contractual Clauses shall be replaced by Schedule 1 of this Agreement and Appendix 2 of the Standard Contractual Clauses shall be replaced by Schedule 2 of this Agreement. If and to the extent the language in this Agreement or any of its Exhibits conflicts with the Standard Contractual Clauses, the Standard Contractual Clauses shall control. Each party's signature to this Agreement shall be considered a signature to the Standard Contractual Clauses. If required by the laws or regulatory procedures of any jurisdiction, the parties shall execute or re-execute the Standard Contractual Clauses as separate documents.

4.3 Quivers hereby agrees to comply with the data importer obligations set out in the Standard Contractual Clauses in respect of the transfer of Client Personal Data outside of the EEA in connection with Quivers' obligations under this Agreement.

4.4 To the extent that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "New Contractual Clauses") during the term of this Agreement:

4.4.1 the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update; and

4.4.2 Quivers shall, at Client's request, execute a form of the New Contractual Clauses.

4.5 This Clause 4.5 applies only to the extent clause 4.1.1 applies.

4.5.1 Quivers represents and warrants:

(a) that it will take all reasonable steps to hold and maintain during the term of the Original Agreement, a valid Privacy Shield certification registered with the US Department of Commerce (Certification);

(b) to Process Client Personal Data only in accordance with its Certification and the obligations and requirements of the Privacy Shield;

(c) not, through any willful act or omission, fail to comply with the requirements of the Privacy Shield or otherwise cause itself to invalidate or cease to hold its Certification; and

(d) notify Client as soon as it becomes aware that it has been, or will be, removed from the Privacy Shield List.

4.5.2 Notwithstanding the foregoing, if the Privacy Shield is held to be invalid by any court of competent jurisdiction or is otherwise suspended or repealed, Quivers reserves the right, in its absolute discretion, to make any amendments or changes to this Agreement to continue to enable transfers of Client Personal Data to the US to be made (or continued to be made) without breaching the applicable DP Law.

Schedule 1

Details of Processing of Client Personal Data

For the purposes of Article 28(3) of the GDPR:

Data Subjects

The Personal Data transferred concern the following categories of Data Subjects:

Clients, Merchants, Fulfillers, client employees, vendors, subprocessors, partners, and consumers.

Categories of Personal Data

The Personal Data transferred concern the following types / categories of Personal Data:

Contact Information, purchase information, personal data such as navigational data, email data, payment card and financial account data, system usage data, application integration data, and other electronic data submitted, stored, sent, or received by end users.

The Personal Data described above may include but will not be limited to:

Name, birthdate, language, email address, telephone number, home address, shipping address, business address, employer, work address, title, other demographic information, purchase history, payment card and financial account data, and event attendance.

Nature / Purpose of Processing

The Personal Data transferred is to be Processed by Quivers for the following purposes:

Personal Data will be processed for purposes of providing the services set out and otherwise agreed to in the Agreement.

Schedule 2

Details of technical and organizational security measures

Quivers shall maintain and use appropriate safeguards to prevent the unauthorized access to, or use of, Client Personal Data and to implement administrative, physical and technical safeguards to protect Client Personal Data. Such safeguards shall include:

- a) Physical security and access controls;
- b) Logical access controls;
- c) Account management and data access controls;
- d) Password and authentication controls;
- e) Entry controls and entry control audits;
- f) Data availability controls; and
- g) Data separation / segregation controls.