

This Agreement is made between **HashCash Consultants**; and **You** ("Customer").

This Agreement, together with any Order Form(s) (OF) issued hereunder, constitutes the entire agreement between the parties relating to the supply of Software licenses, online Services, and Maintenance Services by HashCash and shall prevail over any representations whether written or oral by HashCash not contained herein.

This Agreement commences upon its execution by both parties, continues until terminated in accordance with the terms of this Agreement and may not be varied unless such variation is in writing and is signed by authorized representatives of both parties.

## 1 Definitions

In the Agreement the following words shall have the following meanings:

"Agreement" means this Software Services Agreement.

"Confidential Information" means all non-public information disclosed (directly or indirectly) by one party (or by a third party on its behalf) to the other party before or after the commencement of the Agreement, including the Intellectual Property and any information relating to either party's operations, plans or intentions, products, know-how, trade secrets, market opportunities and business affairs.

"Current Release" means the latest Release of the Current Version.

"Current Version" means the latest Version of the Supported Software and Services.

"Customer Deployment Location" means the premises or usage location of the licensed Software as detailed in any OF.

"Customer Equipment" means the equipment detailed in any OF, if any.

"Competitor" means any company, person and entity that is producing, developing and/or marketing licensed Software or Services that provides equivalent functionality to that which is licensed within the scope of this Agreement.

"Defect" means any material failure of the Software to perform in accordance with the Documentation.

"Delivery Date" means the initial date on which the Software is delivered to the Customer.

"Disclosing Party" means the party by whom any Confidential Information is disclosed or the party to whom the Confidential Information relates.

"Distributor" means any company, person or entity who acts as a reseller, distributor, value-added-reseller (VAR), independent software vendor (ISV), or integrator to whom HashCash grants the right to Use the Software, Services and/or Documentation for the purpose of providing third party computer services as identified on any application Order Form(s).

"Documentation" means any user guides, online reference resources, reference implementations and operating manuals supplied by HashCash, whether in print or machine-readable material.

"Due Date" means the date by which invoice payment is due under the payment terms of the Order Form.

End of Life Date ("EoL") is defined as the last day that the HashCash will license the product Version. HashCash EoL policy is when there is a major or minor Release then the prior Version is immediately End of Life effective from the Release of the generally available Version.

End of Support Date ("EoS") is defined as the last day that HashCash will provide standard support for the product Version. HashCash EoS policy is that after an End of Life Date ("EoL"), prior Versions are eligible for Maintenance Services for the lessor of (i) up to twenty four (24) months from the EoL date, or (ii) the date on which HashCash generally releases any major or minor Release Version that is 2 revisions more than that currently in use.

"Fee" means the charges specified in any OF payable in respect of the Software, Services, and Maintenance Services as varied from time to time pursuant to the Agreement.

"Force Majeure Event" means any event by which either party is prevented, hindered or delayed from performing any of its obligations (other than an obligation to make payment) under the Agreement by any event beyond its reasonable control, including, without limitation, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, breakdown of plant or machinery, fire, flood, or storm.

"Intellectual Property" means the Software, Services and Documentation.

"Maintenance Charge" means the charge specified, if any, in any OF payable in respect of the Maintenance Services, as varied from time to time pursuant to the Agreement.

"Maintenance Services" means the services described in the Appendix attached hereto.

"Order Form" or "OF" means a HashCash Order Form for software licenses and services signed concurrently with or subsequently to the Agreement.

"Production Deployment" means an executing instance of the HashCash library classes or binaries used in a Production Operating Environment. The Production Deployment License scope is specified on the applicable Order Forms.

"Production Operating Environment" means a computer complex made up of any number of computer chassis with any number of processors. One Production Operating Environment is distinguished from another for the purposes of defining unique Production Deployments by the fact that each Production Operating Environment is bound to a specific geographical location, or unique business line, or trading team, or unique corporate entity.

"Receiving Party" means the party receiving the Confidential Information.

"Release" means the Software Versions made generally available by HashCash to its customers.

"Services" means the online hosted computing, data services and data extracts identified in any OF including any copies thereof and any bug fixes, updates, enhancements or future Releases or Versions of the services made available to the Customer by HashCash.

"Software" means the software in object or binary code form identified in any OF including any copies thereof and any bug fixes, updates, enhancements or future Releases or Versions of the software made available to the Customer by HashCash.

"Supported Software" means the Software and Services identified in any OF and any bug fixes, updates or enhancements or future Releases or Versions thereof subject to HashCash EoL and EoS policies.

"Testing Period" means the period of fourteen (14) days from the Delivery Date.

"Use" in relation to the Software means to execute it on any computer, in relation to Services means to access it, and in relation to the Documentation means to read and possess it, in a manner consistent with Production Deployment.

"Usage Term" means the term of the license and services identified in any OF.

"Version" means the revision tracking designations used in the Software based on an "x.y.z.b" basis, where "x" = major Release, "y" = minor Release, "z" = a service pack or maintenance fix Release, and "b" = an optional build number.

"Warranty Period" means a period of ninety (90) days from the Delivery Date.

## 2 References

In the Agreement any reference to "person" includes a reference to any body, corporate, unincorporated association or partnership and to their legal personal representatives, successors and permitted assigns;

Headings are included for convenience only and shall not affect interpretation of any part of the Agreement.

## 3 Force Majeure

On the occurrence of a Force Majeure Event the obligations of the party affected shall be suspended only for so long as that party's performance of its obligations is prevented, hindered or delayed.

As soon as possible after commencement of a Force Majeure Event, the party affected shall notify the other of the occurrence and its effects on its ability to perform its obligations.

If either party's reliance on a Force Majeure Event continues for six (6) months either party may terminate the Agreement by giving not less than thirty (30) days notice to the other.

## 4 Default and Termination

Either party may, at its option, terminate the Agreement (including all licenses granted under it) or merely the licenses granted under this Agreement which are affected, at any time by written notice to the other party on the occurrence of any of the following events: (i) non-payment of fees which Customer fails to remedy within thirty (30) days after having been given notice to do so; (ii) a material breach by the other party of the Agreement which it fails to remedy within thirty (30) days after having been given notice to do so; (iii) the passing by a party of a resolution for its winding-up or the making by a court of an order for the winding-up of a party or the dissolution of a party (otherwise than, in each case, for the purposes of solvent amalgamation or reconstruction and in such manner that the resulting entity agrees to be bound by the Agreement); (iv) the making of an administration order in relation to a party or the appointment of a receiver over, or the taking possession or sale by an incumbent of, any of a party's assets; (v) a party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or (vi) at the Customers discretion upon the Customers Usage Term renewal date as specified on applicable OFs.

## 5 Consequences of Termination

All rights and obligations of the parties shall cease to have effect immediately upon the effective date of termination except that termination shall not affect the accrued rights and obligations of the parties at the date of termination or the continued existence and validity of the rights and obligations of the parties which are expressly or by implication intended to survive termination.

Forthwith on termination for any reason whatsoever each party shall immediately cease using all Confidential Information of the other party and all copies of any Software or documents which contain Confidential Information of the other party and provide a signed statement that all copies have either been returned or destroyed.

Forthwith on termination for any reason whatsoever each party shall immediately cease using all licensed Software and provide a signed statement that all usage has ceased. Notwithstanding the above, Customer's license to retain and use service data and any of Customer's derivative works thereof shall survive the termination of the Agreement.

Upon termination HashCash shall be entitled to invoice all outstanding fees and charges and the Customer shall within thirty (30) days pay all outstanding invoices in respect of any Maintenance Services provided, or any Software licensed by HashCash up to the effective date of termination.

The parties' rights and obligations under Clauses 6-11, 13-16 and 23-24 inclusive shall survive termination of this Agreement.

## 6 Confidentiality

Each party shall hold the Confidential Information of the other in confidence and the Receiving Party shall not (i) disclose the Confidential Information in any form to any person without the prior written consent of the Disclosing Party or (ii) use any Confidential Information of the other party for any purpose other than the performance of its obligations or exercise of its rights under this Agreement.

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party to the Receiving Party's professional advisers and employees to the extent such disclosure is necessary in connection with the Receiving Party's performance of its obligations or exercise of its rights under the Agreement provided they are made aware of and comply with all the Receiving Party's obligations of confidentiality under the Agreement.

Confidential Information shall not include any information which: (i) is in or enters the public domain other than through breach of the Agreement; (ii) can be shown to have been lawfully known by the Receiving Party before receipt from the Disclosing Party; (iii) comes lawfully to the Receiving Party from a third party, free of any obligation of confidence; (iv) is independently developed by a party without use of the Confidential Information; or (v) is produced in compliance with applicable law or a court order provided the other party is given not less than seven (7) days notice and opportunity to intervene

Neither party shall provide or disclose Confidential Information in any form to any Competitor without the prior written consent of the Disclosing Party.

## 7 Data Privacy

At HashCash, maintaining customer trust, confidence and confidentiality is a high priority. These terms describe how we treat non-public personal information obtained in the course of providing our products and services.

We process personal information to enable us to provide product and associated services in which we design, test and support HashCash software products, promote our products and services, to maintain our accounts and records, and to manage our staff. This includes storing and processing non-public personal information about our customers, prospects, employees, suppliers and individuals necessary for the support of our software products. It may sometimes be necessary to store or transfer personal information overseas. When this is needed information may be transferred to countries or territories around the world. Any such transfers made are in full compliance with all aspects of the Data Protection Act (DPA) and General Data Protection Regulations (GDPR).

HashCash may need to share the non-public, identifiable personal information that we process in the course of providing commercial licensing and maintenance support services to the Customer. Where this is required in the provision of such services to the Customer the shared information is strictly limited to that required only in the provision of those services. Where this is necessary, we are required to comply with all aspects of the Data Protection Act (DPA) and General Data Protection Regulations (GDPR). Where necessary or required we share identifiable and non-identifiable information with: (i) associates and representatives of the Customer personnel whose personal data we are processing; (ii) suppliers and service providers used by HashCash in provision of the services to the Customer; (iii) professional advisers for audit and compliance purposes; (iv) financial organizations for banking services; and (v) central government and government bodies as required by law.

Any queries related to data privacy or data protection can be addressed to the HashCash Data Protection Officer (DPO) at email address of [dpo@hashcashconsultants.com](mailto:dpo@hashcashconsultants.com) as the designated the role for ensuring compliance with any regulatory requirements.

## 8 Customer Obligations

The Customer shall do and execute all acts to give effect to the Agreement as may be reasonably requested of it by HashCash.

The Customer shall take all reasonable precautions to ensure the health and safety of HashCash personnel in the event that they are in the Customer's premises for the purposes of this Agreement.

The Customer shall indemnify and defend HashCash and its employees and agents in respect of any claims by third parties which arise from any act or services carried out pursuant to the instruction of the Customer or its employees and agents.

The Customer shall not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of HashCash, except to a legal entity controlled by, or under common control with, the Customer or to the purchaser of all (or substantially all) of the Customer's assets.

## 9 Limitation of Liability and Indemnity

Subject to Clauses 9.4, 9.5 and 9.6, HashCash maximum aggregate liability arising out of any claim in contract, negligence or other tort shall in no circumstances exceed the fees paid for the Software and Services for the period within the Usage Term during which the liability on the part of HashCash arose.

Except as otherwise provided in this Agreement, HashCash shall not be liable for any loss or damage incurred by the Customer or any third party resulting from any Defect.

HashCash shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full up-to-date security copies of any data, documents or software and any data that it uses, in accordance with best business practice.

HashCash SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE (WHETHER IN TORT, CONTRACT OR OTHERWISE) FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO THE CUSTOMER'S (OR ANY OTHER PERSON'S) DATA, DOCUMENTS OR COMPUTER PROGRAMS, LOSS OF ANTICIPATED SAVINGS, BUSINESS, TIME OR GOODWILL OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE AGREEMENT.

The limitations of liability in the Agreement shall not restrict either party's liability for death or personal injury caused by the negligence of its employees or agents in connection with the Agreement.

## 10 Publicity

If HashCash wishes to publicize the Customer's use of any Software or Services provided under this Agreement by writing articles, giving conference presentations and producing sales presentations and proposals, HashCash may present such text for approval by the Customer stating the purposes for which it is to be used and may

publish the text subject to approval of the Customer. Approval shall not be unreasonably withheld.

## 11 General

The Customer acknowledges that it has not relied on or been induced to enter into the Agreement by a representation, warranty or undertaking other than those expressly set out in the Agreement.

The failure to exercise or delay in exercising a right or remedy under the Agreement shall not constitute a waiver of the right or remedy and no single or partial exercise of any right or remedy shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The waiver of any breach or default shall not constitute a waiver of any other or subsequent breach or default.

Except for actions for non-payment or breach of HashCash proprietary rights in the Software, no action (whether in contract, negligence or other tort) arising out of this Agreement to the extent permitted by law may be brought by either party more than two (2) years after the cause of action has accrued.

Nothing in the Agreement shall be construed as creating a partnership, joint venture, association or employment relationship between the parties or as constituting either party as the agent of the other party and neither party shall have the authority to bind the other party in any manner or for any purpose.

If a court declares any part of this agreement unenforceable or invalid the remaining provisions will remain in full effect.

## 12 Notices

Any notice in connection with the Agreement shall be in writing in the English language and shall be delivered personally or sent by internationally recognized courier to the party due to receive the notice at its address for notices as amended from time to time as set out in the agreement.

In the absence of evidence of earlier receipt any notice shall be deemed to have been given if delivered personally, when left at the address for notification referred to in the Agreement or if sent by any other means upon a record of delivery being created.

## 13 Arbitration and Waiver of Jury Trial

*The If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this agreement or the transactions relating to its subject matter.*

## 14 Fees

If any properly invoiced amount payable under the Agreement is not paid on the due date then HashCash reserves the right to charge interest on such sum on a day to day basis from the Due Date to the actual date of payment at the rate of 0.3% per day (or the maximum legal rate, if less). The Customer shall also indemnify HashCash for all reasonable costs (including legal costs) incurred in the collection by HashCash of any properly overdue payments.

It is the Customer's responsibility to ensure its purchase order procedures have been complied with to permit payment to take place on the Due Date.

All charges and fees payable hereunder are exclusive of Value Added Tax and any other taxes, customs or duties arising in connection with the Agreement, which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

If any amount payable under the Agreement remains unpaid fifteen (15) days after the due date of the relevant invoice HashCash shall be entitled to immediately suspend the provision of any work or services required or envisaged under the Agreement or any other agreement upon giving the Customer written notice until the amount due shall be paid in full.

HashCash may increase the License Fees and/or Maintenance Charge to a maximum of +8% (plus eight percent) per annum.

## 15 Staff Recruitment

Both parties agree not to knowingly solicit the employment of, nor offer employment to, nor use the services of any employee, or consultant of the other who has been engaged either directly or indirectly in the provision of any services to the Customer, for a period of eighteen (18) months from the date of final involvement of the individual in question, provided that general advertisements of employment shall not be deemed to violate such covenant.

In the event of either party employing or using the services of any such employee or consultant in contravention of the Agreement, the offending party will pay to the other eighteen (18) month's salary for that employee or consultant, such sum to be payable on the date when such employee or consultant was first employed or used.

## 16 Delivery

HashCash shall, upon execution of any OF, deliver to the Customer the Software and Documentation detailed on the OF, and where any OF specifies Services HashCash shall provision access to the Services, upon such date and to such location as reasonably requested by the Customer.

## 17 Acceptance

The Customer shall be deemed to have accepted the Software and Services upon the first to occur of any of the following: (i) the Customer confirms in writing to HashCash that the Software and/or Services are accepted; (ii) the Customer uses the Software and/or Services, or any part of it, other than for testing; (iii) the Customer fails to notify HashCash of any Defect within the Testing Period; or (iv) if the Customer has notified HashCash of a Defect and on agreement with the Customer that HashCash has repaired the Defect or that no such Defect in fact exists.

## 18 Software and Services License

In consideration of the payment of the Fees, HashCash grants the Customer a non-

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assignable, non-transferable and non-exclusive license to use the Software, Services and the Documentation consistently with the terms specified in this Agreement, any applicable OF, and the Documentation.

Other than as allowed in the Agreement or associated OF, the Customer is not permitted to modify, copy, transfer, lease, sell or distribute the Software, Services or Documentation or any portion thereof.

The Customer shall not use the Software, Services and Documentation for the purpose of providing third party computer services not identified in this Agreement

and any applicable OF.

Except as may be otherwise permitted under this Agreement, the Customer shall not permit any third party to use the Software, Services or Documentation in any way whatsoever.

The Customer may make copies of the Software, Services data, and Documentation as reasonably necessary for their use pursuant to the Agreement. In addition, the Customer may make a reasonable number of copies of the Software and Services data exclusively for inactive back-up or archival purposes. Proprietary notices incorporated in or affixed to the Software, Services data, or Documentation may not be removed by the Customer, and all copies that the Customer is permitted to make will include such notices.

The Customer is licensed to use the Software and Services only for the purposes as defined in any OF and insofar as any use is consistent with and goes no further than the terms as defined in the Production Deployment. If the Customer wishes to increase the licensed usage of the Software or Services it may do so upon the payment of an increased fee which will be notified to the Customer upon request.

The Customer undertakes not to alter or modify the whole or any part of the Software, Services, or Documentation in any way and not to and not attempt to decompile, disassemble or reverse engineer or derive the source code of the Software.

Where the Customer is a Distributor; (i) Clauses 18.1, 18.2, 18.3 and 18.4 are modified to the extent necessary to allow the Distributor to provide third party computer services as identified in the applicable OF; and (ii) the ultimate third party end user HashCash Software and Services licenses granted by the Distributor will be subject to terms consistent with this Agreement and any applicable Order Form(s).

#### 19 Equipment and Environment

The Customer shall be responsible for ensuring that the Customer Equipment is fully operational at the Customer Deployment Location.

If the Software cannot be used on the Customer Equipment due to it being temporarily inoperable then the Customer may Use the Software on other equipment provided that such usage is within the terms of the granted License(s) specified.

The Use of the Software on any temporary equipment shall be at the sole risk and responsibility of the Customer.

#### 20 Software and Services Fees

The specified Fees shall be invoiced upon execution of an OF and shall be paid within the payment terms and conditions specified on the applicable OF.

#### 21 Customer Obligations Regarding the Software

Responsibility for ensuring the safe keeping of the Software and Documentation and the media on which they are stored shall pass to the Customer on the Delivery Date.

Upon request, the Customer shall grant HashCash reasonable access to the Customer Deployment Location and Customer Equipment during the Customer's normal business hours, and upon reasonable prior written notice to the Customer, solely as necessary to enable HashCash to determine that the Software, Services and Documentation is only being used in accordance with the Agreement.

If the Customer Uses the Software, Services or Documentation on an unauthorized basis then, without prejudice to HashCash other rights, the Customer will be liable to pay such sums, as HashCash would have received had it granted appropriate licenses for the unauthorized Use.

The Customer shall, during the term of the Agreement: (i) maintain adequate security measures to safeguard the Software, Services and Documentation from access or use by any unauthorized person; (ii) retain the Software, Services data, and Documentation and all copies thereof under its control; (iii) maintain a full and accurate record of all copies made of the Software, Services data, and Documentation and produce such record to HashCash on request; (iv) keep full copies of the Software, Services data, and of the Customer's data and computer records in accordance with best computing practice; (v) co-operate fully with HashCash personnel in the diagnosis of any Defect and (vi) make available to HashCash, free of charge, all information, facilities and services reasonably requested by HashCash to assist HashCash in diagnosing the Defect including without limitation computer runs and log files.

This Agreement is subject to any governmental laws, orders or other restrictions on the export of software that may be imposed by any governmental authorities. The Customer agrees that it will comply in all respects with any governmental laws, orders or other restrictions on the export and re-export of the Software (including technical data and any related information and Documentation) which may be imposed from time to time by the governments of the United States and the United Kingdom, and any country to which the Software is shipped by the Customer.

#### 22 Warranties

HashCash warrants that it has the right to license the Use of the Software and Services to the Customer as provided in this Agreement.

HashCash further warrants that (i) the Software and Services will substantially conform to the Documentation when used in accordance with the Documentation and this Agreement; and (ii) the media on which the Software is delivered will be free of defects in materials and workmanship.

If, during the Warranty Period, HashCash receives written notice from the Customer of any Defect in the media on which the Software is delivered, then HashCash shall, at its own expense and within a reasonable period of time after receiving such notice, use its reasonable efforts to repair such Defect or provide a replacement copy of the media.

The warranties set out above and HashCash obligations to repair any Defect shall be subject to the Customer complying with all applicable obligations hereunder and no alterations or modifications being made to the Software by any person other than HashCash.

Without prejudice to Clause 22.1 hereof, the Customer acknowledges that the nature of software in general is that it is not entirely error-free and consequently accepts that the existence of errors in the Software or Services shall not, of itself, constitute a breach of any warranty given in Clause 22.1.

EXCEPT AS SET OUT IN THE AGREEMENT, ALL CONDITIONS, WARRANTIES

AND REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE INCLUDING IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS OF ANY SOFTWARE FOR A PARTICULAR PURPOSE ARE EXCLUDED.

#### 23 Intellectual Property Rights

Title and ownership of the Software, Services, and Documentation, all copies thereof and the media upon which they are stored and all proprietary rights in them supplied to the Customer under this Agreement are and remain the sole property of HashCash.

The Customer shall not obtain any right, title or interest in the Intellectual Property other than as granted under the Agreement and shall not tamper with or remove any proprietary notices contained or included in or on material provided by HashCash.

The Customer shall promptly give notice to HashCash in the event that it becomes aware of any infringement or suspected infringement of HashCash's rights in the Intellectual Property or any claim that the Intellectual Property or its use infringes the rights of any third party.

In the event of any occurrence of the events described in Section 23.3, HashCash shall, in its absolute discretion, decide on the course of action to take and the Customer shall, at HashCash expense, provide all reasonable assistance in connection with any such action.

#### 24 Intellectual Property Rights Indemnity

HashCash will defend at its expense and indemnify the Customer for loss or damages finally awarded against the Customer arising out of any claim that the use of the Intellectual Property infringes or otherwise violates any patent, copyright, trade secret or other proprietary right of any individual or entity, provided the Customer promptly notifies HashCash in writing of the claim or the threat of a claim immediately it is aware of it and does not admit, say or do anything to prejudice HashCash defense of such a claim.

HashCash shall have sole control to defend, compromise or settle the claim and all negotiations and the Customer will, at HashCash expense, use its best endeavors to assist HashCash in connection with the defense.

If a claim of the type referred to above is made (or if HashCash considers such a claim to be likely) HashCash shall have the right, at its option to procure for the Customer the right to continue to use the Intellectual Property or the infringing part or modify or replace the Intellectual Property so as to avoid the infringement or substitute other intellectual property of similar capability.

If the remedies above cannot be achieved at a reasonable cost and within reasonable time scales, HashCash shall remove the Intellectual Property from the Customer Deployment Location and terminate the Customer's right to Use the offending Intellectual Property immediately and refund to the Customer a prorated portion of the cost of the Intellectual Property (based on the life of the Usage Term) that is causing the infringement.

HashCash shall have no liability for a claim for infringement of a third party's intellectual property rights with respect to any claim to the extent it is based upon (i) the Use of the Intellectual Property otherwise than in accordance with the Agreement; (ii) the Use of any Version of the Software or Services other than a current, unaltered Release; (iii) the combination, operation or Use of the Software or Services with programs or data or equipment not supported or otherwise approved by HashCash; and (iv) the Use of the Software on or in connection with a computer system other than the Hardware and Operating System Software specified on the applicable OF.

This sets out HashCash entire liability in respect of claims of infringement of intellectual property rights of any kind.

#### 25 Maintenance Services and Charges

In consideration for the Maintenance Services, the Customer shall pay the Maintenance Charge, if any, as set out in any executed OF.

The Maintenance Services shall commence on the date specified in the OF and shall continue for the Usage Term and shall remain in force thereafter unless terminated by either party giving written notice of termination.

If the Maintenance Services are not renewed then they may be reinstated only by the Customer paying to HashCash the Charges that would have been paid during any period for which the Maintenance Services were not provided.

Any specified Maintenance Charge will be due under the terms specified in any applicable OF, and be due and payable within the Payment Terms specified on the applicable OF(s).

The Customer shall reimburse HashCash for all reasonable travel, subsistence and accommodation expenses incurred by HashCash in providing the Maintenance Services. Any such expenses will be subject to specific written prior approval.

HashCash reserves the right to alter the Supported Software and Services at its sole discretion and may add enhancements or added product functionality.

After the introduction of a new generally available Version of the Supported Software or Services, prior Versions of the Supported Software or Services are eligible for Maintenance Services based on HashCash End of Support ("EoS") policies.

#### 26 Customer Obligations Regarding Maintenance

The Customer will make available to HashCash, free of charge, all information, log files, sample data and services reasonably requested by HashCash to perform the Maintenance Services.

The Customer will provide and fully maintain, at the Customer's expense such telecommunications facilities and other equipment as are reasonably requested by HashCash for testing and diagnostic purposes.

The Customer will ensure that its staff are adequately trained in the use of the Software.

#### 27 Maintenance Services

Subject to payment of the fees specified, HashCash shall provide the Customer with the maintenance services set forth in Appendix 1, and as follows:

#### Error Correction

- (a) If the Customer discovers any Defect then it shall notify HashCash in writing of the Defect by providing HashCash with a documented example of such Defect.
- (b) HashCash shall use its reasonable endeavors to commence the diagnosis of any Defect notified to it in accordance with the Maintenance Services. Within a reasonable time after such correction being completed HashCash shall deliver a correction to the Current Release together with amendments to any relevant Documentation specifying the nature of the correction and providing instructions for its proper use. HashCash shall provide the Customer with assistance reasonably required by the Customer to enable the Customer to implement the correction.
- (c) Error Correction services will not be provided to the extent any Defect is (i) caused by any modifications to the Supported Software by any person other than HashCash or any person authorized by HashCash to create such modifications; (ii) the Defect occurs in any Version of the Supported Software other than the two latest Versions made generally available by HashCash; (iii) the Defect results from the Supported Software not being used in accordance with the Agreement or HashCash instructions; (iv) the Defect results from the Supported Software being used in an unauthorized or incompatible environment; or (v) the Defect results from neglect or abuse on the part of the Customer, its employees or agents;
- (d) HashCash shall make an additional charge on a time and materials basis calculated in accordance with HashCash standard rates then prevailing in accordance with HashCash standard terms for any services provided by HashCash: (i) at the request of the Customer to fix Defects which are excluded by the Agreement; or (ii) which arise in respect of the Supported Software being used on temporary equipment.
- (e) For the avoidance of doubt nothing in the Agreement shall obligate HashCash to fix all Defects.

#### Versions and Releases

- (a) HashCash shall notify the Customer of any Version or Release of the Supported Software which it shall from time to time make generally available free of charge to its customers.
- (c) Upon notification that the Customer wishes to evaluate the new Version or Release HashCash shall deliver to the Customer the new Version or Release together with any amendments to any Documentation necessary to describe the facilities of the new Version or Release.

#### Support Services and Advice

- (a) HashCash shall provide access to Maintenance Services subject to issue prioritization and service levels described in Appendix 1 for the reporting of Defects and receiving of queries during the coverage periods specified within the applicable OF.
- (b) All Defects and all queries in relation to the Supported Software and related Documentation shall be reported to HashCash Support with confirmation of any Defect by a written or Online Defect report.
- (d) The Customer shall provide all reasonable assistance to HashCash as HashCash requests in connection with a Defect or query reported to HashCash Support, where such assistance shall include, without limitation, the full completion of a Defect report and assistance in reproducing Defects.
- (e) HashCash shall use its reasonable endeavors to answer queries raised by the Customer in relation to the use of the Current Release in accordance with the Maintenance Services purchased by the Customer and specified on the applicable OF.
- (f) For the avoidance of doubt all work associated with onsite services requested of and provided by HashCash actually installing bug fixes, updates, enhancements or new Releases or Versions will be charged at HashCash standard rates then prevailing in accordance with HashCash standard terms.

#### 28 Industry Standard and Venue Specific Protocol Updates

HashCash shall provide Version and/or Release updates on supported industry standard communication protocols or venue specific communication protocol dialects as required to maintain the Supported Software. These updates will include any content or structural revisions as published in the applicable specifications and definitions.

These updates shall be provided no less than 3 months prior to the operative date of the updated implementations.

#### 29 Enhancements

If the Customer requires an enhancement it shall furnish HashCash with a written or online request for such an enhancement. HashCash will record the Customer request and will give due consideration to each such request. If HashCash does not wish to undertake the work, HashCash shall have no further obligation in respect of the request, beyond notifying the Customer of this fact.

#### 30 Changes in Law

HashCash will from time to time use its reasonable endeavors to modify the Current Release to ensure that it conforms to any change of legislation that affects it. HashCash will deliver such modifications as part of either a new Release or a new Version.

The parties accept and agree to all the terms of this Agreement.

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## Appendix 1

### HashCash Support Maintenance Services

<p>Maintenance Services coverage:</p>	<p>HashCash Support provides second line technical support (to internal development teams), and/or third line technical support (Distributors). The primary objective of HashCash support is to ensure that availability of HashCash support services matches the applicable operational requirements and market trading windows of our customers, and hence the production availability of all HashCash products.</p> <p>Refer to the applicable Order Form(s) for specific coverage hours.</p>
<p>HashCash Support access:</p>	<p>HashCash provides online support resources to supported HashCash customers and development partners. Access is via authenticated username/password security credentials.</p> <p>Email: requests for HashCash technical support is also available via email at <a href="mailto:support@hashcashconsultants.com">support@hashcashconsultants.com</a></p>
<p>Support issue prioritization and service levels:</p>	<p>The applicable Maintenance Services are provided by HashCash for the Supported Software under the terms of this Agreement, and as specified in the Order Form(s) associated with this Agreement.</p> <p>Customers must prioritize their logged service events within the following categories:</p> <p><b>Priority 1 [Blocker]</b> = is an emergency condition which causes critical impact which delays the work of Customer, causes the loss of data, system or part of system is down or makes the performance or continued performance of any one or more functions impossible. HashCash will respond and begin error correction within one (1) hour and will continue error correction activity until a workaround correction is made. Thereafter, HashCash will continue to actively pursue a permanent correction.</p> <p><b>Priority 2 [Major]</b> = issue is significantly impacting business or the work of Customer or which makes the performance or continued performance of any one or more functions difficult and no workaround is available. HashCash will respond and begin error correction within four (4) hours and will continue error correction activity until a workaround correction is made. Thereafter, HashCash will continue to actively pursue a permanent correction.</p> <p><b>Priority 3 [Minor]</b> = limited problem which is not critical and/or for which a workaround has been found. May also be used for usage enhancements or additional functionality suggestions. HashCash will provide error correction within a mutually agreed upon time frame, but in no event later than the next Release.</p> <p><b>Priority 4 [Trivial]</b> = minor problem condition which can easily be avoided or a technical query or cosmetic issue e.g. misspelled words or misaligned text. HashCash will provide error correction at our convenience.</p> <p>If no priority is given, Priority 3 is assumed.</p>
<p>New Releases and Versions:</p>	<p>Updates for major, minor and maintenance/fix releases are available free of charge for supported customers when generally released by HashCash.</p>
<p>Account Management:</p>	<p>Formal reviews will be held approximately every 6 months to discuss any issues, requirements or concerns. Should you wish to request a review or discussion, please liaise with your account manager or email <a href="mailto:support@hashcashconsultants.com">support@hashcashconsultants.com</a> for general enquiries.</p>

**HashCash Consultants**
**Order Form**

The Customer has a certain number of days of free trial for the software usage. The number of days of free trial is visible to the customer in the Broker Admin which is accessible to them. Beyond the free trial period the software license is charged on a monthly subscription basis at a rate that is visible to the Customer on this Broker Admin. The Customer agrees to be bound by this Agreement during and after the course of the free trial. The Customer agrees to procure, and HashCash agrees to provide the software licenses and services specified below, subject to the terms and conditions of the HashCash Software Services Agreement.

Licensed Software and Services:	Fee details:
<p><b>The following HashCash Software is licensed on this Order Form:</b></p> <ul style="list-style-type: none"> <li>PayBitoPro Desktop Broker Application</li> </ul>	<p>Fees are described under Special Conditions noted below.</p>

<b>Payment Terms:</b>	Paid in advance on a monthly basis after the end of free trial period.
<b>License Fee:</b>	<p>The licensed software fees are based on:</p> <p>The monthly software license fees are displayed to the Customer on their Broker Admin.</p>
<b>License scope:</b>	Usage periods will be monthly, and all licenses will be co-termed subject to the Payment Terms noted above. Each Production Deployment license will be optionally monthly renewable.