



**HASHCASH PartnerPro Build  
General Terms and Conditions  
("HASHCASH PartnerPro Build GTC")**

**1. DEFINITIONS**

Capitalized terms are defined in the Glossary. Other capitalized terms used in the HASHCASH PartnerPro Build GTC may be defined elsewhere in this HASHCASH PartnerPro Build GTC or other documents that constitute the Agreement.

**2. BUILD SCHEDULE.**

The Agreement provides Partner certain rights and obligations with respect to specific HASHCASH PartnerPro Model(s), all as specified in the HASHCASH PartnerPro Schedule(s) and incorporated in the Build Master Partner Agreement.

**3. ORDERS, PAYMENT AND TAXES**

Orders, Fees and Payment.

- (a) Partner will order HASHCASH Solution according to HASHCASH's standard procedures. Partner will pay fees in amount and currency as stated in the applicable HASHCASH PartnerPro Model, HASHCASH PartnerPro Schedule and Order Form. Partner will pay to HASHCASH all fees due within thirty days of date of invoice. HASHCASH may provide invoices to an email address provided by Partner. Unpaid fees will accrue interest at the maximum legal rate. Partner purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services, whether provided by Partner, HASHCASH or their respective partners.
- (b) Partner agrees to pay to HASHCASH the annual program fee(s) as set out in the PartnerPro Program Guide and the RSPI ("**Program Fee**"). With regard to the first invoice, the Program Fee will be calculated by HASHCASH from the Effective Date of the relevant HASHCASH PartnerPro Schedule to 31 December of the respective calendar year. Subsequent Program Fees will be calculated from 1st January to 31 December and must be paid by the Partner annually in advance.
- (c) If Partner fails to make its payment on the due date, HASHCASH may suspend Partner's rights under the Agreement, until payment is made. All orders under the Agreement and any Order Form are non-cancellable and fees are non-refundable.
- (d) If HASHCASH agrees to Partner's request to be invoiced in a different currency than the currency stated in an Order Form, the exchange rate will be based on the official fixing of the European Central bank at the date of invoice.

Taxes.

Partner and HASHCASH will comply with all applicable tax laws and regulations. All amounts payable by Partner to HASHCASH do not include, service, use, property, excise, service, customs duties, value added or similar transaction taxes ("Tax(es)") now or hereafter levied. Partner will bear such taxes with the exception of income or corporation taxes attributable to HASHCASH. If Partner is required to withhold income or corporation tax or a similar tax from any payment to HASHCASH under this Agreement, Partner will be entitled to withhold or deduct such tax from the gross amount to be paid. However, Partner will reduce any such withholding tax payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties.



Partner will in the case of any withholding of tax provide HASHCASH a receipt from the relevant authority to which such withholding tax has been paid and all other information and documents in order to enable HASHCASH to apply for a tax credit against its income tax. Should the Partner fail to furnish HASHCASH such receipt within a reasonable period, Partner will be liable to pay HASHCASH the amount so deducted upon demand.

#### **4. AUDIT.**

HASHCASH and Partner agree to the following audit terms:

- (a)** HASHCASH shall have the right to once annually conduct an audit to verify the compliance of (i) Partner, and/or (ii) any of its Affiliates involved in the performance of obligations under any part of the Agreement, with the terms of the Agreement, in particular Partner's compliance obligations as set forth in Section 8 below. Notwithstanding foregoing, in the event HASHCASH reasonably believes that a breach of the terms of this Agreement, in particular the compliance obligations set forth in Section 8 below, has occurred or will most likely occur, HASHCASH shall have the right to perform an audit.
- (b)** The audit will be conducted by HASHCASH or its nominated independent expert. By choosing the expert, HASHCASH will take into account Partner's legitimate business interests. HASHCASH will bear the costs of the audit unless the expert establishes a breach by the Partner in which case Partner must bear the costs.
- (c)** HASHCASH will provide one (1) week advance notice of an audit unless a) HASHCASH reasonably believes that evidence to be reviewed will be compromised or b) required by investigating authorities.
- (d)** The audit will take place during normal business hours and HASHCASH will instruct its expert to conduct the audit in such a manner that it will not unreasonably interfere with Partner's business operations.
- (e)** Partner must make full disclosure to the expert, and ensure that (i) Partner and its Affiliates involved in the performance of obligations under any part of this Agreement and any of (ii) Partner's Representatives cooperate fully and provide information, grant viewing access to all necessary and useful documents and permit the making of copies of them. Financial records that relate to the subject matter of the audit must be readily available for inspection during audits by HASHCASH or its expert. Partner also agrees to make its employees, officers, and directors involved in the performance of obligations under this Agreement available for meetings and interviews with HASHCASH and/or its expert for the audit. Partner agrees to provide appropriate workspace for the expert.
- (f)** The expert will be bound in writing to confidentiality for the benefit of HASHCASH and the Partner. The expert will undertake not to disclose information to HASHCASH, except for the purpose of providing a report of the audit and, in case of a breach of any part of this Agreement, any information establishing such a breach.
- (g)** Partner's Confidential Information disclosed during the audit will not be used by HASHCASH for any purpose other than to verify and prove if a breach of any part of this Agreement has occurred.
- (h)** Additional audit requirements are, if applicable, set out in the applicable HASHCASH PartnerPro Model.
- (i)** Partner must include audit terms with its agreements with any third party used by Partner in connection with its sales and marketing activities under this Agreement (hereinafter "Intermediary/ies") which are materially as protective as the terms in this Section 4. Furthermore, Partner must make HASHCASH a third-party beneficiary to such audit terms with the right to enforce such provisions directly against the Intermediary at HASHCASH's sole



discretion. Partner will use best commercially reasonable efforts to cooperate with HASHCASH in enforcement of the audit terms in its agreements with any such third party.

- (j) HASHCASH reserves the right to suspend new business with the Partner in the event of a lack of reasonable and/or timely cooperation by Partner and its representatives in case of an audit. Furthermore, HASHCASH may terminate the Agreement and any or all PartnerPro models in accordance with Section 6.1 (Termination) below in case Partner does not cooperate with HASHCASH during an audit as outlined in this Section 4.

## 5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

HASHCASH Ownership.

HASHCASH CONSULTANTS, their Affiliates, or licensors own all Intellectual Property Rights in and related to the HASHCASH Solution, HASHCASH Materials, Documentation, Modifications, design contributions, related knowledge or processes, and any derivative works of them conceived or created by HASHCASH (collectively, "HASHCASH IP"). All rights to the HASHCASH IP not expressly granted to Partner are reserved by HASHCASH, HASHCASH CONSULTANTS, their Affiliates and licensors. Partner will not remove, delete or alter any Intellectual Property Rights notices appearing on the HASHCASH Materials.

Partner Ownership.

Subject to HASHCASH's underlying Intellectual Property Rights as described in Section 5.1, Partner owns all Intellectual Property Rights in and related to the Partner Product, design contributions, related knowledge or processes, and any derivative works of them conceived or created by Partner ("Partner IP"). All rights to the Partner IP not expressly granted to HASHCASH are reserved by Partner.

Non-Assertion of Rights.

Partner covenants, on behalf of itself and its successors and assigns, not to assert against HASHCASH, HASHCASH CONSULTANTS, their Affiliates or licensors, or their resellers, distributors, suppliers, commercial partners and customers, any rights in any Modifications developed by or on behalf of Partner or Partner Add-ons, or any other functionality of the HASHCASH Product accessed by such Modification developed by or on behalf of Partner or Partner Add-on, or any claims of any rights, in any HASHCASH Product or HASHCASH Materials.

HASHCASH Partner Logo; Trademarks

- (a) Subject to Partner's compliance with the Program Requirements, HASHCASH grants to Partner a revocable, nonexclusive, non-sublicensable, non-transferable license to use the HASHCASH partner logo ("**HASHCASH Partner Logo**") as set forth in the HASHCASH PartnerPro Branding and Logo Usage Guideline for Partners (the "**Guidelines**"). No other license to any other Trademark is provided by HASHCASH under this Agreement. Upon HASHCASH's request, Partner will provide sample uses of the HASHCASH Partner Logo.
- (b) Use of the HASHCASH Partner Logo must conform to the Guidelines or such other HASHCASH trademark use requirements that HASHCASH may provide. Partner will not use any Trademark, in whole or in part, as part of any Partner mark, name, logo, and/or domain name.
- (c) Partner agrees not to register any Trademark (in whole or in part), or any mark confusingly similar to a Trademark. Partner will not contest the validity of the HASHCASH Partner Logo. Partner will reasonably cooperate with HASHCASH, at HASHCASH's expense, in the defense and protection of the HASHCASH Partner Logo. Partner acknowledges the value of the goodwill in the Trademarks, including the HASHCASH



Partner Logo, and that HASHCASH is the exclusive beneficiary of such goodwill.

Confidential Information.

- (a) Use of Confidential Information.
- i. The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this Section 5.5. Partner will not disclose the Agreement or the pricing to any third party.
  - ii. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 5.5.
  - iii. In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.
- (b) **Exceptions.** The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:
- i. is independently developed by the receiving party without reference to the disclosing party's Confidential Information,
  - ii. is generally available to the public without breach of the Agreement by the receiving party,
  - iii. at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or
  - iv. the disclosing party agrees in writing is free of confidentiality restrictions.
- (c) **Publicity.** Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Partner agrees that HASHCASH may use Partner's name in customer or partner listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of HASHCASH's marketing efforts (including reference calls and stories, press testimonials, site visits, HASHCASHPHIRE participation). Partner agrees that HASHCASH may share information on Partner with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Partner employee contact information with HASHCASH CONSULTANTS and its Affiliates.
- (d) **Feedback.** Partner may participate in evaluations or discussions (collectively, "Discussions") with HASHCASH where Partner may provide suggestions or input regarding HASHCASH's business or technology (collectively "Feedback"). Partner grants to HASHCASH and its Affiliates a non-exclusive, perpetual, irrevocable, worldwide, non-transferable (except to HASHCASH Affiliates), royalty-free license, with the right to sublicense, use, publish, modify, and otherwise benefit from Feedback in any manner.

Independent Development.

Either party has the right to independently develop software or services that would compete with the other party's software or services without the use of the other party's Confidential Information. Either party will be free to use for any purpose the Residuals resulting from access to or work with the Disclosing Party's Confidential Information. Neither party will have any obligation to limit or restrict the assignment of such persons or to pay fees or royalties for any



work resulting from the use of Residuals. However, nothing in this subsection will be deemed to grant to either party a license under the other party's copyrights or patents.

#### Enforcement of Rights.

If any third party to whom Partner has granted rights or access with respect to any HASHCASH Product in accordance with the Agreement, is using, accessing, marketing or selling, the HASHCASH Product without, or exceeding its, authorization, Partner will cooperate with HASHCASH in enforcement and protection of HASHCASH's rights. At the request of HASHCASH, if prompt enforcement and protection of HASHCASH's rights by Partner or cooperatively with HASHCASH is not timely or successful, then Partner will temporarily stop marketing, licensing, positioning, providing and distributing the HASHCASH Product to any such third party unless and until such unauthorized activity is resolved to HASHCASH's satisfaction.

## 6. TERM AND TERMINATION

### Termination.

A party may terminate a HASHCASH PartnerPro Schedule and HASHCASH PartnerPro Model:

- (a) upon thirty days written notice of the other party's material breach of the Build Master Partner Agreement, HASHCASH PartnerPro Build GTC, or the applicable HASHCASH PartnerPro Model or HASHCASH PartnerPro Schedule, unless the breach is cured during such thirty-day period;
- (b) as specifically permitted under the applicable HASHCASH PartnerPro Model with termination effective thirty days after receipt of notice, or
- (c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 5.5 or 11.5.

Termination will not relieve Partner from its obligation to pay fees that remain unpaid, except as authorized in the applicable HASHCASH PartnerPro Model. Partner agrees that communications to its Customers or other third parties and any publications/press releases regarding such termination will be mutually agreed in writing prior to distribution.

### Effect of Expiration or Termination.

Model specific effects of termination are set forth in each HASHCASH PartnerPro Model. Upon termination of a HASHCASH PartnerPro Model, and except as otherwise expressly permitted under the HASHCASH PartnerPro Schedule:

- (a) Partner's right to the following immediately ends:
  - (i) hold itself out as partner of HASHCASH under or in connection with such HASHCASH PartnerPro Model;
  - (ii) use the HASHCASH trademarks, including, without limitation, the HASHCASH Logos which Partner was authorized to use as set out in this HASHCASH PartnerPro Build GTC under or in connection with such HASHCASH PartnerPro Model;
  - (iii) use the Documentation and other marketing programs and other materials and all copies, reproductions, summaries, or extracts thereof or based thereon distributed by HASHCASH or its Affiliates under or in connection with such HASHCASH PartnerPro Model.
- (b) Partner's right to use the Software and Cloud Service and all Confidential Information, or identify itself as an HASHCASH partner will end;
- (c) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement;
- (d) The parties agree that communications to Customers and any publications/press releases



regarding such termination will be mutually agreed upon, in writing, prior to distribution; and

- (e) Termination of a HASHCASH PartnerPro Model applies to all Software and Cloud Service licensed or subscribed under such HASHCASH PartnerPro Model. Except for termination of the affected Software and Cloud Service by HASHCASH permitted under the applicable HASHCASH PartnerPro Model or as otherwise mutually agreed by the Partner in writing, partial termination of a HASHCASH PartnerPro Model is not permitted with respect to any part of the HASHCASH PartnerPro Model, HASHCASH PartnerPro Schedule, addenda and order documents.

Survival.

Sections 1, 3, 4, 5.1- 5.3, 5.4(c), 5.5-5.7, 6.1-6.3, 7 through 11 will survive the expiration or termination of the Agreement.

## **7. IMPORT AND EXPORT CONTROLS**

Export Compliance.

- (a) HASHCASH Confidential Information is subject to export control laws of various countries, including the laws of the United States ("Export Regulations"). Partner will not submit HASHCASH Confidential Information to any government agency for licensing consideration or other regulatory approval without the prior written consent of HASHCASH, and will not export HASHCASH Confidential Information to countries, persons or entities if prohibited by export laws. Partner will take all precautions to ensure that any distributor, reseller and Customer permitted under the applicable HASHCASH PartnerPro Model complies with the Export Regulations.
- (b) Export Assistance. Partner will support HASHCASH in obtaining any required export and import authorization and/or approval by providing such information as requested by HASHCASH. The availability of the Cloud Service and Cloud Materials may require prior export and/or import authorizations and this process may delay or prevent the delivery of Cloud Service or Cloud Materials, including support services. This section also applies to any Cloud Service or support services that HASHCASH delivers directly to the Customer under the applicable HASHCASH PartnerPro Model.
- (c) Required Authorization. It is Partner's sole responsibility to obtain any required authorization and/or approval from the competent authorities to comply with any applicable Export Regulations with respect to the Bundled Service.

## **8. PARTNER'S COMPLIANCE OBLIGATIONS**

Compliance Obligations.

Partner will conduct operations in compliance with applicable laws, rules and regulations in exercising its rights and obligations under this Agreement. Laws may include but not be limited to the U.S. Foreign Corrupt Practices Act. Partner will comply with HASHCASH's Partner Code of Conduct, or its own code of conduct if comparable standards are established. Partner confirms that it is not listed by any government agency as debarred, suspended, or proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.

Prohibited Parties.

In exercising rights and obligations under this Agreement, Partner and anyone acting on Partner's behalf will not make, offer, promise or authorize payment of anything of value directly or indirectly to any of the following Prohibited Parties for the purpose of unlawfully influencing their acts or decisions:



- (a) Employees, consultants, or representatives of the Customer or prospective Customer,
- (b) Government officials or employees,
- (c) Political party officials or candidates,
- (d) Officers or employees of any public international organization,
- (e) Immediate family member of such persons (or any other person) for the benefit of such persons

Business entertainment conducted for the fulfilment of this Agreement must be appropriate, transparent, compliant with policies of the guest's company, and absent of any appearance of an attempt to influence business decisions.

#### Delegation.

Partner will only have rights to delegate its obligations under this Agreement to subcontractors if expressly permitted under this Agreement. Partner will require all subcontractors to agree in writing to terms substantially similar to this Section 8. Partner must obtain HASHCASH's prior written consent before paying any third party a commission, finder's fee, referral fee, success fee, or any similar payment for activities for purposes of securing business on behalf of HASHCASH under this Agreement, except pursuant to Partner's standard partner programs.

#### Information.

Partner will not obtain on HASHCASH's behalf or provide to HASHCASH or its Affiliates any information which is not legally available in the Territory, or which is procurement-sensitive, proprietary, or classified, where there is reason to believe that possession of such information is unauthorized, illegal, or unethical.

## 9. WARRANTIES AND DISCLAIMER

#### Disclaimer.

Except as otherwise provided in the applicable HASHCASH PartnerPro model, Neither HASHCASH nor its subcontractors make any representation or warranties and HASHCASH and its subcontractors disclaim all representations, warranties, terms, conditions or statements, which might have effect between the parties or be implied or incorporated into the Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to merchantability, suitability, originality, or fitness for a particular use or purpose. Further, except as expressly provided in the Agreement, neither HASHCASH nor its subcontractors make any representations, warranties, terms, conditions or statements of non-infringement or results to be derived from the use of or integration with any products or services, or that the operation of any products or services will be secure, uninterrupted or error free.

## 10. LIMITATION OF LIABILITY

#### Unlimited Liability.

Neither party will exclude or limit its liability for damages resulting from:

- (a) unauthorized use or disclosure of Confidential Information;
- (b) breach or violation of HASHCASH and its Affiliates' Intellectual Property Rights;
- (c) Partner's indemnity obligations under the Agreement and any HASHCASH PartnerPro Model;
- (d) each party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data;
- (e) death or bodily injury arising from either party's negligence or willful misconduct;
- (f) any failure by Partner to pay any fees due under the Agreement;
- (g) Partner's breach of any Customer and resellers' licensing requirements set forth in the



- applicable HASHCASH PartnerPro Model;
- (h)** breach of the obligations imposed by s.12, Sale of Goods Act 1893, as amended by the Sale of Goods and Supply of Services Act 1980; and
- (i)** any other liability which cannot be excluded or limited by applicable law.

Liability Cap.

- (a)** Subject to Sections 10.1 and 10.3, and regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of the Agreement), the maximum aggregate liability of either party (or its parent, respective Affiliates or subcontractors) to the other or any other person or entity for all events (or series of connected events) arising out of the Agreement will not exceed:
  - i.** The license fee paid for the applicable Software directly causing the damage; or
  - ii.** The annual subscription fee paid for the applicable Cloud Service directly causing the damage for a twelve-month period. Any "twelve-month period" commences on the Subscription Term start date or any of its yearly anniversaries.
- (b)** Anything to the contrary herein notwithstanding and subject to Sections 10.1 and 10.3, with respect to Third Party Software, under no circumstances and regardless of the nature of any claim shall HASHCASH or its licensors' be liable for an amount of damages in excess of the paid license fees for the Third Party Software directly causing the damages.

Exclusion of Damages.

Subject to Section 10.1:

- (a)** regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of this Agreement), under no circumstances shall either party (or their respective Affiliates or HASHCASH's subcontractors) be liable to the other party or any third party for any loss or damage (whether or not the other party had been advised of the possibility of such loss or damage) in any amount, to the extent that such loss or damage is (i) incidental, consequential, special, punitive or indirect; or (ii) for any loss of profits, loss of business, loss of business opportunity, loss of goodwill, loss resulting from work stoppage or loss of revenue or anticipated savings, data loss, computer failure or malfunction, whether any such loss or damage is direct or indirect and even if advised of the possibility of such damages, and
- (b)** HASHCASH will not be liable for any damages caused by any HASHCASH Product provided for no fee. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS GTC WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OR WARRANTIES OR EXCLUSION OF DAMAGE IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

Risk Allocation.

The Agreement allocates the risks between HASHCASH and Partner. The fees for the HASHCASH Product reflect this allocation of risk and limitations of liability.

## 11. MISCELLANEOUS

Severability.

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.





**Waivers.**

A waiver or non-enforcement against any breach of the Agreement or obligation under the Agreement is not deemed a waiver of any other breach or obligation.

**Electronic Signature.**

Electronic signature that comply with applicable law are deemed original signatures.

**Notices.**

All notices will be in writing and given when delivered to the address set forth in the Build Master Partner Agreement or any Order Form with copy to the legal department. Notices made under the Agreement (including, without limitation, under Section 12.3) by HASHCASH relating to the operation or support of the HASHCASH Product, or the HASHCASH PartnerPro Model may be in the form of an electronic notice to Partner's authorized representative or administrator identified in the Build Master Partner Agreement or Order Form.

**Assignment.**

Without HASHCASH's prior written consent, Partner may not assign or transfer the Agreement (or any of its rights or obligations) to any party. A Change of Control of Partner will be deemed an assignment of this Agreement. Partner will provide to HASHCASH written notice at least sixty (60) days prior to any proposed assignment or transfer. Any attempted assignment or transfer of this Agreement in violation of this Section is void. HASHCASH may assign the Agreement to HASHCASH CONSULTANTS or any of its Affiliates.

**Subcontracting.**

HASHCASH may subcontract parts of the Cloud Service or its performance under the Agreement to third parties. HASHCASH is responsible for breaches of the Agreement caused by its subcontractors.

**Relationship of the Parties.**

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

**Force Majeure.**

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

**Entire Agreement.**

This Agreement constitutes the complete and exclusive statement of the agreement between HASHCASH and Partner in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are superseded by the Agreement. Each party acknowledges that in entering into the Agreement it has not relied on any representation, discussion or other writings except those expressly set out in the Agreement. Each party waives all rights and remedies which, but for this section, might otherwise be available to it in respect of any such representation, discussion or other writings. The Agreement may be modified solely in writing signed by both parties, except as expressly permitted under the applicable HASHCASH PartnerPro Schedule or HASHCASH PartnerPro Model. This Agreement will prevail over terms and conditions of any Partner-issued purchase order, which will have no force and effect, even if HASHCASH accepts or does not otherwise reject the purchase order.



#### Non-Exclusivity.

This is a non-exclusive relationship. Each party may have similar agreements with others.

#### Governing Law.

This Agreement will be construed, and the legal relations between the parties hereto will be determined, in accordance with the laws of Ireland. In the event of any conflicts between foreign law, rules, and regulations, and Irish law, rules, and regulations, Irish law, rules, and regulations will prevail and govern. The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is Ireland. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

#### Records.

Partner will maintain accurate and transparent books, records and accounts in accordance with record retention policies sufficient to accurately account for transactions and to demonstrate compliance with applicable laws and regulations. Financial books, records, and statements shall be kept in reasonable detail, accuracy and fairly reflect the disposition of assets and transactions. The contents of the books and records and related supporting documentation should be sufficient such that a third party could assess the business purpose of the transaction, including (as applicable) the identification of any third parties involved. Partner must accurately document all transactions related to this Agreement and prevent side agreements contradicting the terms of the Agreement and the commitments made by Partner towards HASHCASH, whether oral or written. Where Partner becomes aware of any such side commitments, Partner must promptly notify HASHCASH of such commitments in writing.

#### Priority of Agreements.

The following descending order of precedence will apply, in the event of any conflict or inconsistency between parts of the Agreement: (a) Order Form, if applicable; (b) the applicable HASHCASH PartnerPro Schedule; (c) the applicable HASHCASH PartnerPro Model; (d) the Master Partner Agreement; (e) the PartnerPro GTCs; (f) the PartnerPro Program Guide; (g) the PartnerPro Branding Guide; and (h) the RSPI.

## **12. CHANGES TO TERMS.**

#### Price List.

HASHCASH reserves the right to change the Price List without prior written notice. Any change to the Price List will become effective on the date indicated in the Price List or if no such date is indicated, upon the earliest of (i) it being published on HASHCASH's partner-dedicated website or (ii) it otherwise being provided by HASHCASH or its Affiliates to the Partner. The Price List that was effective when Partner places a correctly filled-out order for the relevant HASHCASH Product with HASHCASH will apply. Existing quotes provided by HASHCASH to Partner will be honored for the time that the quote is valid or in case the quote does not contain a validity date for the time during which the quote can reasonably be expected to be accepted.

#### Terms.

HASHCASH reserves the right to change any or all parts of this Agreement (in particular by replacing parts of it with an updated version), including, without limitation, any HASHCASH PartnerPro Model, the PartnerPro GTCs, the PartnerPro Program Guide, the PartnerPro Branding Guide, the RSPI and any other guide or agreement concluded under or in connection with the



Agreement as may be reasonably required and consistent with HASHCASH's practices.  
Notice.

HASHCASH will give Partner at least:

- (a) if Partner is located in EMEA or APJ, three months; and
- (b) if Partner is located in North America or Latin America, sixty days, prior notice in writing or in any other documented form of changes to the items listed in this Section 12.2.

Unless otherwise stated in the notice, the notice will become effective:

- (i) if Partner is located in EMEA or APJ, three months; and
- (ii) if Partner is located in North America or Latin America, after sixty-days ("**Change Period**").

If the justified interest of Partner is negatively affected by the changes, Partner is entitled to terminate the affected part of the Agreement with effect to the expiration of the applicable Change Period. If Partner does not terminate within the applicable Change Period, the changes are deemed to be accepted by Partner.

Any change that HASHCASH reasonably believes to be beneficial to Partner may, at HASHCASH's discretion, become effective upon notice by HASHCASH. Such changes include, but are not limited to, increased discounts, promotions and program enhancements. Should Partner believe a change not to be beneficial, Partner must notify HASHCASH in writing within five days of receipt of such notice that

Partner does not agree with HASHCASH's assumption and state the reasons why the change would not be beneficial to Partner. In such case, Section 12.3 above applies.

HASHCASH may elect to discontinue the distribution of any or all components or functionality of any or all of the HASHCASH Solution and to cancel any or all orders for the discontinued HASHCASH Solution without liability to partner. However, HASHCASH will return any fee prepaid by Partner for the discontinued HASHCASH Solution, including, without limitation, prepaid license fees for discontinued Software, HASHCASH Support, Cloud Service, Subscription Service and/or other services, in each case less an appropriate amount covering the period from the effective date of the license or subscription service until the termination date of the Software license or Cloud Service.

### **Glossary**

**"Add-on"** means any development using APIs that adds new and independent functionality to the Software, but does not modify existing functionality of the Software.

**"Affiliate"** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

**"Agreement"** means the HASHCASH PartnerPro Build GTC, the Build Master Partner Agreement, HASHCASH PartnerPro Model, the HASHCASH PartnerPro Schedule and, documents incorporated into the HASHCASH PartnerPro Schedule, and Order Form.

**"APIs"** means an HASHCASH and its Affiliates' application programming interfaces and accompanying or related Documentation, source code, tools, executable applications, libraries, subroutines, widgets and other materials (and all derivative works or modifications thereof) that allows other software to communicate with or call on HASHCASH Solution, including any access code, authentication keys or similar mechanisms to enable access of the APIs.

**"Authorized User"** means any individual to whom Partner or its Customer, as applicable, grant access authorization to use the Cloud Service that is an employee, agent, contractor, or representative of

- (a) Partner



- (b) Customer
- (c) Partner or Customer's Affiliates, and/or
- (d) Customer's or Customer's Affiliates' Business Partners.

**"HASHCASH PartnerPro Model"** means each of the different "HASHCASH PartnerPro Build Specific Terms and Conditions" that are incorporated in a HASHCASH PartnerPro Schedule.

**"HASHCASH PartnerPro Schedule"** means an HASHCASH PartnerPro Schedule that is executed between Partner and HASHCASH that references the applicable HASHCASH PartnerPro Model.

**"Bundled Solution"** means the combined offering of the Software or Cloud Service in conjunction with the Partner Product. Software or Cloud Service cannot be used independent of the Partner Product.

**"Business Partner"** means a legal entity that requires access to the HASHCASH Solution in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer and its Affiliates.

**"Change of Control"** of a party means a transaction or series of transactions (i) where 50% or more of the entity's shares or voting rights of a party ("Control") is acquired by persons or entities other than those who Control such party on the Effective Date of the Build Master Partner Agreement, or (ii) resulting in the sale of all or substantially all of a party's assets.

**"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by HASHCASH under the HASHCASH PartnerPro Schedule and Order Form, including the Tools provided by HASHCASH to Partner in connection with this Agreement.

**"Confidential Information"** means:

- (a) with respect to Partner: (i) the Partner Product, (ii) Partner marketing and business requirements, (iii) Partner implementation plans, and/or (iv) Partner financial information, and
- (b) with respect to HASHCASH: (i) the HASHCASH Product, Documentation, HASHCASH Materials, and the analysis referenced the HASHCASH PartnerPro Schedule for Cloud Service, and (ii) information regarding HASHCASH research and development, product offerings, pricing and availability.
- (c) With respect to both Parties: Confidential Information of either HASHCASH or Partner also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure; or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

**"Customer"** means Partner's customer that is licensing or using the Bundled Solution only for its own internal business operations that has signed an End User Agreement. A Customer will not include any Affiliates of Partner.

**"Data"** means any content, materials, data and information that Authorized Users entered into the production system of a Software or Cloud Service or that Customer or Partner derives from its use of and stores in the Software or Cloud Service (e.g. Customer-specific reports). Data and its derivatives will not include HASHCASH's Confidential Information.

**"Documentation"** means HASHCASH's then-current technical and functional documentation for HASHCASH Product as well as any roles and responsibilities descriptions, if applicable, which is made available to Partner with the HASHCASH Product.

**"End User Agreement"** means a written agreement entered into between Partner, or its resellers or distributors, if applicable, and any Customer pursuant to which Customer purchases a license or subscription to the Bundled Solution.



**“Intellectual Property Rights”** means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

**“Intermediary”** is as defined in Section 4(i).

**“Modification”** means (i) a change to the delivered source code or metadata; or (ii) any other development that customizes, enhances or changes existing functionality of the HASHCASH Product, including but not limited to, the creation, modification, enhancement or customization of any new application program interfaces, alternative user interfaces, HASHCASH SDK or the extension of HASHCASH data structures; or (iii) any other change to the HASHCASH Product (other than Add-ons) utilizing or incorporating any HASHCASH Materials; and (iv) any creation, modification enhancement or customization of the HASHCASH Product using HASHCASH SDK, HASHCASH Materials, or HASHCASH Intellectual Property Rights.

**“New Release”** means new releases, updates or versions of the Software made generally available by HASHCASH through unrestricted shipment pursuant to HASHCASH Support after the Effective Date of the Agreement.

**“Order Form”** means the order form provided by HASHCASH for purposes of ordering Software or Cloud Service under the applicable HASHCASH PartnerPro Model.

**“Partner Level”** means the program levels as described in detail in the applicable PartnerPro Program Guide.

**“Partner Solution”** means Partner’s products, software or subscription-based, hosted, supported, or on-demand services that are approved by HASHCASH in writing to integrate with the Software or Cloud Service (including through the HASHCASH Application Readiness Check).

**“Price List”** means any price list(s) issued by HASHCASH for the applicable HASHCASH PartnerPro Model setting out the available software, services and the prices or fees as further defined in the applicable HASHCASH PartnerPro Model.

**“Program Requirements”** means the Partner has to fulfill the program requirements described in the applicable HASHCASH PartnerPro Model and PartnerPro Program Guide.

**“Representatives”** means:

in case of Partner (i) employees, consultants and (sub)-contractors of Partner or any of its Affiliates and (ii) attorneys, accountants or other professional business advisors of Partner or any of its Affiliates; and

in case of HASHCASH (i) employees, consultants and (sub)-contractors of any member of the HASHCASH and any of its Affiliates and (ii) attorneys, accountants or other professional business advisors of any member of the HASHCASH and its Affiliates, who are in both cases actively and directly involved in the performance of obligations under any part of this Agreement or who otherwise need to know the Confidential Information for the purpose of party’s performance under any part of this Agreement and are put under obligations of confidentiality substantially similar to those set forth in Section 5.5 of this GTC (Confidentiality).

**“Residuals”** means information in non-tangible form, which may be retained inadvertently in the unaided memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained herein, so long as such persons have not studied the information for the purpose of replicating the same from memory.



**"HASHCASH"** means the HASHCASH entity executing in the HASHCASH PartnerPro Schedule that is a party to the Agreement.

**"HASHCASH SDK"** means HASHCASH software development kit that includes tools such as APIs, source code, redistributable files and instructions. HASHCASH SDKs are also Software within the meaning of the Agreement.

**"HASHCASH Materials"** means any materials, (including Modifications and Add-ons), software and APIs provided or developed by HASHCASH (independently or with Partner's cooperation) prior to or in the course of performance under the Agreement, including in the delivery of any support to Partner or its Customers and any information, materials or feedback provided by Partner to HASHCASH relating to the Software or Documentation. HASHCASH Materials do not include any Customer or Partner Data, Partner Confidential Information, or the Software or Cloud Service.

**"HASHCASH Partner Code of Conduct"** means HASHCASH and its Affiliates' global policy document that provides a set of informative guidelines to enable partners to comply with good business practices which is published on HASHCASH's partner-dedicated website.

**"HASHCASH Policies"** means the operational guidelines and policies applied by HASHCASH to provide and support the Cloud Service as incorporated in the HASHCASH PartnerPro Schedule.

**"HASHCASH Solution"** means Software, Documentation, HASHCASH Materials, Cloud Service and/or HASHCASH Support.

**"HASHCASH Support"** means the HASHCASH's then-current HASHCASH support offering set forth in the HASHCASH support schedule that is incorporated in the HASHCASH PartnerPro Schedule.

**"Software"** means (i) software products licensed to Partner as specified in HASHCASH PartnerPro Schedule, all as developed by or for HASHCASH, HASHCASH CONSULTANTS and/or any of their affiliated companies and delivered to Partner hereunder; (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to HASHCASH Support or warranty obligation and (iii) any complete or partial copies of any of the foregoing.

**"Subscription Term"** means the term of a HASHCASH Product subscription identified in the HASHCASH PartnerPro Schedule or Order Form, including all renewals.

**"Supplement"** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in the HASHCASH PartnerPro Schedule. As applied to Partner's authorized use of the Cloud Service, references to "Customer" in the Supplement will be replaced with "Partner".

**"Territory"** is as defined in the HASHCASH PartnerPro Schedule.

**"Third Party Software"** means (i) any and all software products and content licensed to Partner under this Agreement as specified in HASHCASH PartnerPro Schedule, all as developed by companies other than HASHCASH, HASHCASH CONSULTANTS and/or any of their affiliated companies and delivered to Partner by HASHCASH;

(ii) any new releases, updates or versions thereof made available through HASHCASH Support or warranty obligations and (iii) any complete or partial copies of any of the foregoing.

**"Tools"** is as defined in the Supplement.

**"Trademarks"** means the trademarks, service marks, trade names, service names, proprietary words, symbols and other logos of HASHCASH, HASHCASH CONSULTANTS, and their respective Affiliates or licensors.



**"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in the HASHCASH PartnerPro Schedule or Order Form.

**"Use"** means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

**"Use Terms"** means the Software Use Rights document that are incorporated in the HASHCASH PartnerPro Schedule, current as of the date of the order of the applicable Software. References to "OEM" in the Use Terms will be deleted and replaced by "Partner". As it relates to Use of the Software by Partner, references to "Licensee" in the Use Terms will be deemed to mean "Partner" and with respect to Use of the Software by Customer, references to "Licensee" will be deemed to mean "Customer".

The parties have executed this Agreement as of the Effective Date.

**Hashcash Consultants**

**Company**

By: \_\_\_\_\_,  
its Authorized Representative

By: \_\_\_\_\_,  
its Authorized Representative

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

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

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

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

Mail: 28747 Vista Grande Dr, Hayward, CA 94544

Mail: \_\_\_\_\_

Email: legal@hashcashconsultants.com

Email: \_\_\_\_\_

Attention: General Counsel

Attention: \_\_\_\_\_