

## **END USER LICENSE AGREEMENT (for HashCash On Premise indirect sales)**

### 1. DEFINITIONS.

1.1 "Add-on" means any development that adds new and independent functionality, but does not modify existing HashCash functionality, and is developed using HashCash application programming interfaces or other HashCash code that allows other software products to communicate with or call on the Software.

1.2 "Affiliate" means any legal entity in the Territory in which the Licensee, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such interest is maintained.

1.3 "Associated Company" means any legal entity of which a person or company has direct or indirect Control and only as long as a person or company maintains direct or indirect Control.

1.4 "Agreement" means the EULA Acceptance Form, this EULA and the Software Use Rights Schedule.

1.5 "Business Partner" means a legal entity or individual that requires access to the Software in connection with Licensee's internal business operations, such as customers, distributors and/or suppliers of Licensee.

1.6 "Confidential Information" means, with respect to Licensee: Licensee's marketing and business plans and/or financial information, and with respect to HashCash: (a) the Software, Documentation and other HashCash Materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software; (b) the research and development or investigations of HashCash; and (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies. In addition, Confidential Information of either HashCash or Licensee (the party disclosing such information being the "Disclosing Party") includes information which the Disclosing Party protects against unrestricted disclosure to others that (i) the Disclosing Party or its representatives identifies 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; including, without limitation, information from, about or concerning any third party that is disclosed under this Agreement.

1.7 "Control" means the power to direct or cause the direction of the affairs of an entity whether by means of direct or indirect ownership of fifty per cent (50%) or more of the voting rights or similar rights of ownership or by means of having the power to direct the management or directors whether conferred by constitutional documents, shareholder agreement or other document regulating the affairs of an entity.

1.8 "Designated Unit" means information technology devices (e.g. hard disks or central processing units) identified by End User or Partner pursuant to or in connection with this Agreement that has been previously approved by HashCash or otherwise officially made known to the public as appropriate for Use or interoperation with the Software.

1.9 "Distributor" means the person or entity to which HashCash markets and distributes certain Software and from which the Partner bought or will buy the Software in case Partner has not or will not buy the Software from HashCash directly.

1.10 "Documentation" means HashCash's then-current technical and/or functional documentation which is delivered or made available by HashCash either indirectly via Distributor and/or Partner or directly to Licensee with the Software.

1.11 "Effective Date" means the effective date set out in the EULA Acceptance Form as "Effective Date".

1.12 "EULA Acceptance Form" means the "Acceptance Form for End User License Agreement (for HashCash On Premise indirect sales)" concluded between HashCash and Licensee.

1.13 "EUMA" means the "HashCash Delivered Support Agreement (for HashCash On Premise indirect sales)" which sets out the terms and conditions under which HashCash provides support to End Users.

1.14 "Export Law" means all constitutions, laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits restrictive measures, trade sanctions, embargos and other legally binding requirements of all federal, country, international, state and local governmental authorities relating to export, re-export or import.

1.15 "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.

1.16 "Licensee" means the end user who is further identified in the EULA Acceptance Form as "End User".

1.17 "Modification" means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software including, but not limited to, the creation of any new application program interfaces alternative user interfaces or the extension of HashCash data structures; or (iii) any other change to the Software (other than an Add-on) utilizing or incorporating any HashCash Materials.

1.18 "Partner" means the partner which is further identified in the EULA Acceptance Form as "Partner".

1.19 "HashCash" means the HashCash entity which is further identified in the EULA Acceptance Form as "HashCash".

- 1.20 "HashCash Delivered Support" means HashCash's support offering to directly provide support to End Users subject to the terms and conditions set out in the EUMA.
- 1.21 "HashCash Group" means HashCash Parent and any of its Associated Companies.
- 1.22 "HashCash Materials" means any software, programs, tools, systems, data or other materials made available to Licensee directly by HashCash or via Partner prior to or after the Effective Date including, but not limited to, the Software and Documentation.
- 1.23 "HashCash Parent" means HashCash, a California company, registered at 28747 Vista Grande Dr Hayward, CA 94544, USA.
- 1.24 "Software" means (i) any and all software products licensed to Licensee under this Agreement as specified in the EULA Acceptance Form, all as developed by or for the HashCash Group and delivered by HashCash either indirectly via Distributor and/or Partner or directly to Licensee; (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.
- 1.25 "Software Use Rights Schedule" means the Software Use Rights Schedule current at the Effective Date of the EULA Acceptance Form which is made available at <https://www.hashcashconsultants.com/partner-program/agreements>
- 1.26 "Territory" means the territory stated in the EULA Acceptance Form.
- 1.27 "Third Party Software" means (i) any and all software products licensed to Licensee under this Agreement as specified in the EULA Acceptance Form, all as developed by or for companies other than the HashCash Group and delivered by HashCash either indirectly via Distributor and/or Partner or directly to Licensee; (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.
- 1.28 "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

## 2. LICENSEGRANT.

### 2.1 License.

2.1.1 Subject to Licensee's compliance with all the terms and conditions of this Agreement, HashCash grants to Licensee a non-exclusive, non-transferable, perpetual (except for subscription based licenses) license to Use the Software, Documentation, and other HashCash Materials at specified site(s) within the Territory to run Licensee's and its Affiliates' internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations, unless terminated in accordance with the terms of this Agreement. Notwithstanding the forgoing restriction on Use of the Software within the Territory, Named Users may remotely access the Software from locations outside the Territory provided the Designated Unit is located in the Territory and subject to terms of Section 12.5. Licensee may make Modifications and/or Add-ons to the Software in furtherance of its permitted Use under this Agreement, and shall be permitted to use Modifications and Add-ons with the Software in accordance with this Section 2.1.1 and Section 6.3. Licensee shall not: (i) use the HashCash Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training) other than to Affiliates (subject to Section 2.2); (ii) lease, loan, resell, sublicense or otherwise distribute the HashCash Materials, other than distribution to Affiliates (subject to Section 2.2); (iii) distribute or publish keycode(s); (iv) make any Use of or perform any acts with respect to the HashCash Materials other than as expressly permitted in accordance with the terms of this Agreement; (v) use Software components other than those specifically identified in the EULA Acceptance Form, even if it is also technically possible for Licensee to access other Software components Licensee may permit Business Partners to Use the Software only through screen access, solely in conjunction with Licensee's Use, and may not Use the Software to run any of Business Partners' business operations.

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2.2 Affiliate Use. Affiliates' Use of the Software, Documentation and other HashCash Materials to run their internal business operations as permitted under Section 2.1.1 is subject to the following: (i) Licensee ensures that the Affiliate agrees in writing to comply with the terms of this Agreement; and (ii) a breach of the Agreement terms by Affiliate shall be considered a breach by Licensee hereunder. If Licensee has an affiliate or subsidiary with a separate license or support agreement for HashCash software with any member of the HashCash Group or any other distributor of HashCash software, the Software shall not be Used to run such affiliate's or subsidiary's business operations even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

3. VERIFICATION. HashCash shall be permitted to audit (at least once annually and in accordance with HashCash standard procedures, which may include on-site and/or remote audit) the usage of the HashCash Materials. Licensee shall cooperate

reasonably in the conduct of such audits. In the event an audit reveals that (i) Licensee underpaid license fees and/or HashCash support fees and/or (ii) that Licensee has Used the Software in excess of the license quantities or levels stated in the EULA Acceptance Form, Licensee shall pay such underpaid fees and/or for such excess usage based on the then-current HashCash price list, terms and conditions in effect at the time of the audit, and shall order the Software license quantities or levels used in excess from the Partner and/or HashCash and execute an additional EULA Acceptance Form to affect the required licensing of any additional quantities or levels. Reasonable costs of HashCash's audit shall be paid by Licensee if the audit results indicate usage in excess of the licensed quantities or levels. HashCash reserves all rights at law and equity with respect to both Licensee's underpayment of license fees or HashCash support fees and usage in excess of the license quantities or levels. HashCash may delegate to Partner or request Partner to perform any of the rights listed under this Section 3.

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#### 5. TERM.

5.1. Term. This Agreement and the license granted hereunder shall become effective on the Effective Date and shall continue in effect thereafter unless terminated upon the earliest to occur of the following: (i) thirty days after Licensee gives HashCash written notice of Licensee's direction to terminate this Agreement, for any reason; (ii) thirty days after HashCash gives Licensee written notice of Licensee's material breach of any provision of this Agreement (other than Licensee's breach of its obligations under Sections 6, 10 or 11, which breach shall result in immediate termination) unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or a petition for the opening of insolvency proceedings or similar proceedings if filed against the Licensee; or (iv) 30 days after HashCash gives Licensee notice of Licensee's breach of any obligations to pay money due to Partner for the Software..

For the avoidance of any doubt, termination of this Agreement shall strictly apply to all Software licensed under this Agreement, its appendices, schedules, addenda and order documents and any partial termination of this Agreement by Licensee shall not be permitted in respect of any part of this Agreement, its appendices, schedules, addenda, order documents.

5.2 End of Term Duties. Upon any termination hereunder, Licensee and its Affiliates shall immediately cease Use of all HashCash Materials and Confidential Information. Within thirty (30) days after any termination, Licensee shall irretrievably destroy or upon HashCash's request deliver to HashCash all copies of the HashCash Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Licensee must certify to HashCash in writing that it has satisfied its obligations under this Section 5.2. Licensee agrees to certify in writing to HashCash that it and each of its Affiliates has performed the foregoing. In the event of any termination hereunder, Licensee shall not be entitled to any refund by HashCash of any payments made by Licensee to HashCash. Termination shall not relieve Licensee from its obligation to pay fees that remain unpaid.

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7.2 Express Disclaimer. HashCash AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WITH RESPECT TO THE SOFTWARE EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

## 8. THIRD PARTY CLAIMS.

8.1 Infringement and Defense of Licensee. HashCash will, at its sole discretion, either defend Licensee against or settle any claim brought against Licensee in the Territory if such claim (i) is brought by any owner of the Intellectual Property Right specified below giving rise to the claim and (ii) alleges that Licensee's Use of the Software, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of such owner's patent claim(s), copyright, trademark or trade secret right. HashCash will pay damages finally awarded against Licensee (or the amount of any settlement HashCash enters into) with respect to such claims. This obligation of HashCash does not apply if the alleged infringement or misappropriation results from (i) Use of the Software in conjunction with any software or service other than the Software; (ii) Use of the Software in conjunction with an apparatus other than a Designated Unit; (iii) failure to promptly use an update provided by a member of the HashCash Group if such infringement or misappropriation could have been avoided by use of the update; or (iv) any Use not permitted by this Agreement. This obligation of HashCash will also not apply if Licensee fails to timely notify HashCash in writing of any such claim; however Licensee's failure to provide or delay in providing such notice shall not relieve HashCash of its obligations under this Section except to the extent HashCash is prejudiced by Licensee's failure to provide or delay in providing such notice. HashCash is permitted to control fully the defense and any settlement of any such claim as long as such settlement does not include a financial obligation on or admission of liability by Licensee. In the event Licensee declines HashCash's proffered defense, or otherwise fails to give full control of the defense to HashCash's designated counsel, then Licensee waives HashCash's obligations under this Section 8.1. Licensee must reasonably cooperate in the defense of such claim and provide HashCash with all relevant information and reasonable support. Licensee may appear in any proceedings concerning such claim or legal dispute, at its own expense, through counsel reasonably acceptable to HashCash. HashCash expressly reserves the right to cease such defense of any claim(s) in the event the Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. HashCash may settle or mitigate damages from any claim or potential claim by substituting alternative substantially equivalent non-infringing programs and supporting documentation for the Software. Licensee must not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Software that is prejudicial to HashCash's rights.

8.2 Any limitations to the liability and obligations of HashCash according to this Section 8 will also apply for the benefit of any member of the HashCash Group and their respective licensors.

8.3 THE PROVISIONS OF THIS SECTION 8 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY AND OBLIGATION OF HashCash AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MI HashCash PROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

## 9. LIMITATIONS OF LIABILITY.

9.1 Not Responsible. HashCash and its licensors will not be responsible under this Agreement (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect or liability is caused by Licensee or Partner, a Modification or Add-on (other than a Modification or Add-on made by a member of the HashCash Group which is provided through HashCash support or under warranty), or third-party software; or (iii) if the Software is used in conjunction with any third party software for which the Licensee lacks sufficient rights from the third party vendor for such use; or (iv) for any Licensee activities not permitted under this Agreement. HashCash AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD PARTY SOFTWARE LICENSED HEREUNDER.

9.2 Exclusion of Damages; Limitation of Liability. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR (I) DAMAGES RESULTING FROM (a) UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, AND (b) DEATH OR PERSONAL INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR ARISING FROM EITHER PARTY'S WILLFUL MISCONDUCT OR (II) HashCash's OBLIGATIONS UNDER SECTION 8.1, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM WILL HashCash, ITS LICENSORS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT IN EXCESS OF THE LICENSE FEES PAID BY LICENSEE TO PARTNER FOR THE SOFTWARE DIRECTLY

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9.3 Exclusions and Limitations for Third Party Software. SUBJECT TO THE EXCLUSION OF DAMAGES STATED IN SECTION 9.2 AND 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 IN EXCESS OF THE PAID LICENSE FEES FOR THE THIRD PARTY SOFTWARE DIRECTLY CAUSING THE DAMAGES.

9.4 The provisions of this Agreement allocate the risks between HashCash and Licensee. The license fees paid by Licensee reflect this allocation of risk and the limitations of liability herein. It is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability, disclaimer of warranties or exclusion of damages, is intended by the Parties to be severable and independent of any other provision and to be enforced as such.

9.5 Extension to group members. Any limitations to the liability and obligations of HashCash according to this Section 9 will also apply for the benefit of any member of the HashCash Group and their respective licensors.

## 10. CONFIDENTIALITY.

10.1. Use of Confidential Information. Confidential Information must not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the Disclosing Party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the Disclosing Party, the party receiving the Confidential Information ("**Receiving Party**"): (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder, and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps the Receiving Party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either Party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

10.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the Receiving Party; (c) at the time of disclosure, was known to the Receiving Party free of restriction; or (d) the Disclosing Party agrees in writing is free of such restrictions.

10.3 Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement to any third party except for the Partner and the Distributor. Neither Party shall use the name of the other Party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that any member of the HashCash Group may use Licensee's name in customer listings or, at times mutually agreeable to the Parties, as part of HashCash Group's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, HashCash conference participation). HashCash will make reasonable efforts to avoid having the reference activities unreasonably interfere with Licensee's business. Licensee agrees that HashCash may share information on Licensee with any other member of the HashCash Group for marketing and other business purposes and that Licensee has secured permission from its employees to allow HashCash to share business contact information with any other member of the HashCash Group.

11. ASSIGNMENT. Licensee may not, without HashCash's prior written consent, assign, novate, delegate, pledge, subcontract or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the HashCash Materials or HashCash Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. HashCash may assign, novate, delegate, pledge, subcontract or otherwise transfer this Agreement or any of its rights or obligations there under (in whole or in part) to any member of the HashCash Group. HashCash and any other member of the HashCash Group may use third parties as sub-contractors for fulfilling any of its rights or obligations under this Agreement. HashCash will continue to be liable for such obligations.

## 12. GENERAL PROVISIONS.

12.1 Retention of data. With regard to business transactions covered by this Agreement, Licensee must retain any records for a period of ten years starting on 1th of January of the year following the year during which the data were transmitted or otherwise transferred, or for the minimum period prescribed by applicable law, whichever is longer. In addition, Licensee must maintain current, complete and accurate reports on all of HashCash's Confidential Information in its possession or in the possession of its representatives.

12.2 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be wholly or in part illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein. The illegal, invalid or unenforceable provision will be replaced by a valid and enforceable provision which approximates as closely as possible the intent of the invalid or unenforceable provision. This will also apply in the case of contractual gaps.

12.3 No Waiver. If either Party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.4 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be considered an original but all of which together form one and the same instrument and will be treated as if the signatures on the counterparts were on a single copy. This Agreement may be validly executed by means of transmission of signed facsimile, pdf or any other documented form for

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- a) for any delay caused in the delivery and/or granting of access to Software, HashCash Delivered Support, Documentation and HashCash Materials or parts of any of these due to export or import authorizations or both having to be obtained from the competent authorities;
- b) if any required authorization, approval or other consent for the delivery of and/or granting of access to Software, HashCash Delivered Support, Documentation and HashCash Materials or parts of any of these cannot be obtained from the competent authorities;
- c) if the delivery of and/or granting of access to Software, HashCash Delivered Support, Documentation and HashCash Materials or parts of any of these is prevented due to applicable Export Laws; and
- d) if access to HashCash Delivered Support or other services has to be limited, suspended or terminated due to applicable Export Law.

HashCash may terminate this Agreement with thirty days' prior written notice if HashCash or any relevant member of the HashCash Group may not deliver or grant access to Software, HashCash Delivered Support, Documentation and HashCash Materials to Licensee due to an embargo or other comparable trade sanction, which is expected to be in place for six months or longer.

**12.6 Governing Law; Limitations Period.** This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement are governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of laws rules and to the exclusion of the international law of conflicts and the UN Sales Convention. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement (including any dispute regarding the existence, validity or termination of this Agreement) is the state and federal courts in and for Delaware County, Pennsylvania. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

**12.7 Notices.** All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of HashCash and Licensee at the addresses first set forth in the EULA Acceptance Form. Where in this Section 12.7 or elsewhere in this Agreement a written form is required, except for any notice of termination or notice of a material breach which shall occur by exchange of letter(s), that requirement can be met by facsimile transmission, exchange of letters or other written form, including email or other electronic means for which a process has been provided by HashCash.

**12.8 Force Majeure.** Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

**12.9 Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between HashCash and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the Parties disclaim any reliance on any such representations, discussions and writings. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to HashCash. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any click wrap end user agreement included in the Software. This Agreement does not create any partnership, joint venture or principal-and-agent relationship.

**12.10 Amendments.** Any modification, amendment or supplement to this Agreement (including this Section 12.10 (Amendments)) must be made in writing or in any other documented form for which a process has been provided by HashCash.

**12.11 Effective Date.** If a Party signs a part of this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature will be deemed to be the date on that the signing Party signed that part of the Agreement.



12.12 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION COMMENCED UNDER OR IN CONNECTION TO THIS AGREEMENT.

12.13 Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the EULA Acceptance Form; (ii) the EULA; (iii) the Software Use Right Schedule except with respect to third party pass-through terms for Third Party Software stated in the Software Use Rights Schedule, in which case the Software Use Rights Schedule shall prevail over any conflict or inconsistency in any component of this EULA solely with respect to such third party pass-through terms.

12.14 Survival. Sections 3 (Verification), 5.2 (End of Term Duties), 6.1 (Reservation of Rights), 6.2 (Protection of Rights), 7 (Performance Warranty), 8 (Third Party Claims), 9 (Limitation of Liability), 10 (Confidentiality), 12.1 (Retention of data), 12.2 (Severability), (Governing Law; Limitations Period), 12.12 (Waiver of Jury Trial) shall survive any termination of this Agreement.

12.15 Relationship of Partner. Licensee acknowledges and agrees that the Partner through which Licensee has arranged for the procurement of this license or from which Licensee receives any Partner Delivered Support or any other services related to the Software is not an agent of HashCash. The Partner is an independent company, person, or entity with no authority to bind HashCash or to make representations or warranties on behalf of HashCash. HashCash makes no representations or warranties as to such Partner, or any other third party, related to the performance of the products, Partner Delivered Support or any other services of such entities, and fully disclaims any such warranties in accordance with Section 7.2. In addition, Licensee expressly acknowledges and agrees that HashCash is entitled to rely on written information from Partner in making any determination as to termination of this license relative to Section 5.1(iv), and HashCash shall have no liability to Licensee for any actions there under based on HashCash's reasonable belief in the accuracy or reliability of such information.

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  
Email: legal@hashcashconsultants.com  
Attention: General Counsel

Mail: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_