



**HashCash PartnerPro**  
**Run Enterprise Plus Cloud Specific Terms and**  
**Conditions (“Run Enterprise Plus Cloud Model”)**

**Article 1 Definitions and Interpretation**

1.1. Definitions

- 1.1.1. “Discount Letter” means the document in which the Partner discounts applicable to this Run Enterprise Plus Cloud Model are defined and which is published on HashCash’s partner-dedicated website or directly provided to Partner by HashCash.
  - 1.1.2. “Price List” with regard to this Run Enterprise Plus Cloud Model means the “HashCash Enterprise Plus Cloud Price List” for or any other price list provided by HashCash under, or, in connection with this Run Enterprise Plus Cloud Model applicable to the country in which the End User is located, and which is published on HashCash’s partner-dedicated website, or directly provided to Partner by HashCash.
  - 1.1.3. “Product Family” means a HashCash product family that may comprise of one or several HashCash software products or services as further set out in the applicable RSPI.
  - 1.1.4. “Program Requirements” means that the Partner has to fulfil certain minimum program entry requirements, as well as ongoing program requirements, some of which are general PartnerPro requirements, some of which are specific for the “Run Engagement”, including, without limitation payment of the Program Fee(s), meeting certain minimum annual revenue requirements, upholding a Run Authorization for at least one Product Family available for the “Run Engagement” and other requirements as set out in detail in the PartnerPro Program Guide and the RSPI.
  - 1.1.5. “Order Form” with regard to this Run Enterprise Plus Cloud Model means any HashCash order form for HashCash Enterprise Plus Cloud entered into by HashCash and Partner for a specific End User, including information on the End User, pricing, subscription term and other information necessary for the purchase and delivery of HashCash Enterprise Plus to Partner.
  - 1.1.6. “Order Form Effective Date” means the date on which the Order Form becomes effective as stated in the Order Form.
  - 1.1.7. “Run Authorization” means that Partner needs to meet specific training and qualification requirements for the “Run Engagement” for HashCash Enterprise Plus in which Partner wants to resell HashCash Enterprise Plus Cloud in a hosted subscription model as set out in detail in the PartnerPro Program Guide and the applicable RSPI.
  - 1.1.8. “HashCash Enterprise Plus Cloud” means the HashCash software product(s) made available to partners for offering End User access to HashCash Enterprise Plus Cloud in hosted environment.
  - 1.1.9. “Support Services” means the provision of support and maintenance services for HashCash Enterprise Plus Cloud by HashCash and Partner as defined in Article 11 below.
  - 1.1.10. “Usage Metric” means the usage parameters for determining the permitted access and use and calculating the applicable fees as set forth in an Order Form.
  - 1.1.11. “Third Party Product(s)” means any software product in which proprietary rights are owned by someone other than HashCash, or any other Group Company of HashCash. “Use” means (i) with regard to Partner to load, execute access, employ, utilize, store, or display the HashCash Enterprise Plus Cloud to End Users and (ii) with regard to End User to remote access the HashCash Enterprise Plus Cloud hosted by Partner for End User’s own business purposes.
  - 1.1.12. “Data Center(s)” means the site or sites at which HashCash Enterprise Plus Cloud will be hosted to enable Partner to provide the Subscription Services to its End Users.
  - 1.1.13. “Subscription Services” means the hosting of HashCash Business Cloud by Partner for End Users in Partner’s Data Centre(s) and provision of remote access (via internet or private network) in conjunction with management and operation of HashCash Enterprise Plus Cloud by Partner for End Users.
  - 1.1.14. “Active Installation” means an installation of HashCash Enterprise Plus Cloud which is identified by the installation number accessible from within such installation; two installations of HashCash Enterprise Plus Cloud are therefore different Active Installations if they have different installation numbers.
- 1.2. Any terms not defined in this Run Enterprise Plus Cloud Model will have the meaning ascribed to them in any other part of the Agreement.
  - 1.3. The headings in this Run Enterprise Plus Cloud Model are for convenience only and are to be ignored in construing this Run Enterprise Plus Cloud Model.
  - 1.4. Any reference in this Run Enterprise Plus Cloud Model to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.
  - 1.5. Where the context so admits, the singular includes the plural and vice versa.



## **Article 2 Engagement Model**

- 2.1. Under the Run Enterprise Plus Cloud Model, HashCash grants Partner the right to Use HashCash Enterprise Plus Cloud to offer Subscription Services to End Users. For this purpose, Partner will order HashCash Enterprise Plus Cloud subscriptions from HashCash per End User and host HashCash Enterprise Plus Cloud in a Data Center. Partner will offer the Subscription Services in its own name, at its own risk and for its own account to End Users located in the Territory (as defined in the Run Cloud Schedule).
- 2.2. Partner is solely responsible for accurately and completely representing HashCash Enterprise Plus Cloud and the Subscription Services. Partner assumes all financial and legal liability for the quality, reliability and accuracy of all representations and warranties made by Partner, its employees, agents and consultants beyond what is contained in the Documentation. Partner will give the HashCash and its licensors appropriate credit for the ownership of the HashCash Enterprise Plus, Documentation and other HashCash Materials.
- 2.3. Partner will be solely responsible for setting its own prices vis-à-vis the End User for the Subscription Services.
- 2.4. For clarification: this Run Enterprise Plus Cloud Model is not an “Outsourcing Agreement” as defined in the HashCash PartnerPro Run Cloud Schedule.

## **Article 3 Hosting Requirements**

- 3.1. Partner shall Use the HashCash Enterprise Plus Cloud in Data Centers only to provide End Users remote access to HashCash Enterprise Plus Cloud to enable End Users to Use HashCash Enterprise Plus Cloud insofar as required to enter and process the data of End User in accordance with the terms of this Agreement. Any Use (other than remote access by End User) of HashCash Enterprise Plus Cloud at an End User’s site and all other Use, even if it is technically possible, are is permitted. Partner shall not be entitled to grant any configuration or development rights to HashCash Enterprise Plus Cloud to End Users. A Data Center shall not be owned or operated by an End User.
- 3.2. Partner must at all times ensure that HashCash Enterprise Plus Cloud is physically stored and used only in one Data Center. In case Partner wants to use Data Centers in which the HashCash Enterprise Plus Cloud is stored to participate in any IT infrastructure pools together with third party hosting providers in order to offer IT infrastructure for customer applications on a shared on-demand basis (cloud computing), Partner undertakes to include such obligations in its contracts with such third party hosting providers which mirror the obligations of the Partner towards HashCash with regards to protection of HashCash Enterprise Plus Cloud. Partner shall remain responsible towards HashCash that all contractual obligations arising from this Agreement are adhered to by such third parties.
- 3.3. Partner is not allowed to Use HashCash Enterprise Plus Cloud licensed under this Agreement on one Active Installation of HashCash Enterprise Plus Cloud in combination with license rights acquired under any other license model by HashCash. Partner is in particular not allowed to operate one Active Installation of HashCash Enterprise Plus Cloud using a mix of licenses perpetual and subscription licenses granted by HashCash.
- 3.4. Partner shall be entitled to make copies of HashCash Enterprise Plus Cloud and Third-party Products supplied with HashCash Enterprise Plus Cloud and parts thereof only to the extent such copies are required for Use under this Agreement. Partner shall in particular be entitled to make and constantly update one (1) back-up copy of an Active Installation for security purposes. This non-productive back-up and the main installation shall never be in use concurrently at the same time; the back-up copy and the main installation may be kept in two separate Data Centers. Partner shall not pass-on or provide access to HashCash Enterprise Plus Cloud which it has received from HashCash under this Agreement to any third party.

## **Article 4 Specific Order Processes and Requirements**

- 4.1. For ordering HashCash Enterprise Plus Cloud HashCash, Partner must submit to HashCash an Order Form based on HashCash’s standard documents containing all the information required in the Order Form and must comply with any then-current order process for HashCash Enterprise Plus Cloud. Where applicable, Partner agrees to use the electronic means provided by HashCash for placing orders.
- 4.2. Order Forms by Partner are binding, non-cancellable, non-revocable and non-transferable once submitted to HashCash. All orders by Partner are subject to HashCash’s acceptance which HashCash will give via the order process, by making available a download or by sending an invoice, whichever occurs first.
- 4.3. Where HashCash has confirmed acceptance of an Order Form, HashCash shall supply HashCash Enterprise Plus Cloud to Partner in accordance with the provisions of this Agreement and shall provide to Partner the appropriate license key for Use of HashCash Enterprise Plus Cloud to provide Subscription Services to the End User.
- 4.4. Notwithstanding HashCash’s acceptance of an Order Form, HashCash shall be entitled to suspend the supply of HashCash Enterprise Plus Cloud or applicable license key(s) where and for as long as the following adverse conditions are present:
  - 4.4.1. the Partner is in substantial breach of this Agreement (for example, late payment in violation of an additional respite or infringement of intellectual property rights or confidentiality infringement)
  - 4.4.2. delivery is inappropriate or impossible due to technical problems not in HashCash’s responsibility (for example, unresolved defect



- notices, product liability risks, software production problems, provided these events are not attributable to HashCash).
- 4.4.3. the End User cannot be relied upon to observe HashCash's rights in HashCash Enterprise Plus Cloud.
  - 4.4.4. reasons for suspension similar to or of the same gravity as those listed above.

## **Article 5 Changes to Usage Metric & Audit**

- 5.1. **Increasing Usage Metric:** Partner may purchase an increase to a Usage Metric at any time during the Initial Term or a Renewal Term of any Order Form by executing an addendum to the original Order Form or an additional Order Form which will become an integral part of the original Order Form. The term of the additional Usage Metric set out in the addendum or additional Order Form will be coterminous with the then-current Initial Term or Renewal Term of HashCash Enterprise Plus Cloud set forth in the original Order Form, irrespective of the effective date of the addendum or additional Order Form. The fees for the increase to a Usage Metric will be prorated accordingly to reflect the remaining period of then-current Initial Term or Renewal Term. Any increase to a Usage Metric during the Initial Term or any Renewal Term of HashCash Enterprise Plus Cloud will continue to apply for Renewal Terms, except as otherwise terminated or reduced according to Article 12.2 (Termination for convenience).
- 5.2. **Reducing Usage Metric:** During the Initial Term or any Renewal Term of HashCash Enterprise Plus Cloud, Partner is not entitled to reduce the Usage Metric set forth in an Order Form as originally executed, as increased as set out in Article 5.1 (Increasing Usage Metric) or as increased due to overuse as set out in Article 5.3 (Overuse of Usage Metric) or claim any reduction of the fees payable for a Cloud Service. For clarification purposes, this means that Partner is not entitled to reduce the fees during the Initial Term or any Renewal Term of HashCash Enterprise Plus Cloud even if, inter alia:
  - 5.2.1. the End User uses less than the Usage Metric purchased by Partner for such End User;
  - 5.2.2. the End User does not pay Partner the fee unless Partner terminated the relevant Order Form in accordance with Article 12.3 (Termination in case of End User Insolvency);
  - 5.2.3. the End User breaches or terminates its contract with the Partner; or other disagreements or discrepancies arise in the relationship between Partner and End User.
- 5.3. **Overuse of Usage Metric:** Based on HashCash's Audit provisions below, HashCash may inform Partner about any actual use by End User in excess of the Usage Metric stated in the Order Form. In the event HashCash becomes aware that (i) Partner underpaid any fees to HashCash and/or (ii) End User has used a Cloud Service in excess of the Usage Metric stated in the Order Form, HashCash may immediately invoice and Partner must pay such underpaid fees and/or the fees for such excess of the Usage Metric based on the applicable fees set forth in the Order Form, and Partner must execute an addendum to the original Order Form or an additional Order Form to document the required purchase of any additional Usage Metric, which will become an integral part of the original Order Form. Such fees shall accrue from the date the excess use began. The term of the additional Usage Metric set out in the addendum or additional Order Form will be coterminous with the then-current Initial Term or Renewal Term of the relevant Cloud Service set forth in the original Order Form, irrespective of the effective date of the addendum or additional Order Form. The fees for the additional Usage Metric will be prorated accordingly to reflect the remaining period of then-current Initial Term or Renewal Term of the relevant Cloud Service. Any additional Usage Metric purchased during the Initial Term or any Renewal Term of a Cloud Service will continue to apply for Renewal Terms of such Cloud Service, except as otherwise terminated or reduced per Article 12.2 (Termination for convenience).
- 5.4. **Audit:** Subject to limitations under contract and law and without gathering or transmitting any content or other confidential information to HashCash, HashCash shall be permitted to a) set up HashCash Enterprise Plus Cloud so that each system generates and transmits to HashCash the information needed for an audit and b) remotely access HashCash Enterprise Plus Cloud and the equipment on which it is installed to verify usage. In this respect, Partner undertakes to support HashCash in accordance with HashCash's reasonable instructions. In particular, Partner undertakes to prepare the measurement log not later than four weeks after HashCash's request, such requests not to be made more often than once per Calendar Quarter. The measurement shall be carried out using only the unaltered HashCash tools provided by HashCash. The result of the measurement is to be transmitted to HashCash immediately and in unaltered form. HashCash shall comply with Partner's reasonable security requirements.
  - 5.4.1. If HashCash observes any breach by Partner of its obligations either with regards to (1) the licensed number of users and/or (2) any non-compliance with the terms of this Agreement or/and legal requirements and/or (3) HashCash's right to system measurement by HashCash as defined above and HashCash Enterprise Plus Cloud and equipment access, HashCash shall be entitled to a compensation for any such breach and Partner shall be obliged to remedy such breach immediately. If usage is discovered which does not correspond to the usage permitted under the relevant orders, additional fees will become payable in the amount that would have been due if Partner had ordered Subscription Services to the full extent required.
  - 5.4.2. HashCash shall further be entitled to audit the actual usage of HashCash Enterprise Plus Cloud by End Users to determine whether (1) such actual usage is consistent with the number of user of HashCash Enterprise Plus Cloud licensed by Partner for a specific End User and (2) licensed users ordered for one End User are used for providing Subscription Services to another End User. If HashCash



observes any breach by a Partner and/or End User(s) of the obligations either with regards to (1) the licensed number of users of HashCash Enterprise Plus Cloud (2) any non-compliance with the terms of this Agreement or/and legal requirements and/or (3) rightfully and truly allow the system measurement by HashCash as defined above, HashCash shall (1) inform Partner thereof and (2) be entitled to a compensation by Partner for any such breach and Partner shall be obliged to remedy such breach immediately.

#### **Article 6 Delivery of Cloud Services and other Services**

- 6.1. After acceptance of an order, HashCash will make available for download the most current version HashCash Enterprise Plus Cloud. Regarding the features, quality and functionality of the HashCash Enterprise Plus Cloud, the product description in the Order Form, Documentation and the Price List is solely decisive.
- 6.2. Partner agrees that its order of subscriptions for HashCash Enterprise Plus Cloud is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by HashCash or any other member of the HashCash Group, including any roadmaps, with respect to future functionality or features.
- 6.3. HashCash will be entitled to suspend the delivery of any or all HashCash Products to Partner or End User or both as further set out in this Run Enterprise Plus Cloud Model as well as the PartnerPro GTCs.

#### **Article 7 Performance Warranty**

The performance warranty for Cloud Services outlined in the PartnerPro GTCs, Part 2 – Country specific Terms and Conditions, Article 3 no. 3 shall apply to HashCash Enterprise Plus Cloud subscriptions under this Run Business Cloud Model.

#### **Article 8 Fees**

- 8.1. Payment and invoicing of fees. The general calculation basis for the fees for HashCash Enterprise Plus Cloud is stipulated in the Price List and the Discount Letter, and will be specified in each Order Form. The fees for HashCash Enterprise Plus under this Run Enterprise Plus Cloud Model also include Support Services. In consideration of the delivery of HashCash Enterprise Plus Cloud, Partner will pay to HashCash the fee for HashCash Enterprise Plus Cloud ordered for any End User as set out in the corresponding Order Form. The fees for HashCash Enterprise Plus Cloud as originally set out in the Order Form or as increased per this Run Enterprise Plus Cloud Model will be invoiced quarterly in arrears after the Order Form Effective Date, except as otherwise set forth in an applicable Order Form.
- 8.2. If Partner fails to pay any fee or other amount payable by it on its due date, HashCash may at its sole discretion, suspend the possibility to order HashCash Enterprise Plus Cloud and stop providing Support Services.
- 8.3. Fee Increase
  - 8.3.1. HashCash agrees that the fee for HashCash Enterprise Plus Cloud will remain unchanged for the Initial Term.
  - 8.3.2. After the Initial Term, HashCash reserves the right to increase the fee for HashCash Enterprise Plus Cloud as originally set out in an Order Form or as increased per this Run Enterprise Plus Cloud Model at the beginning of each Renewal Term upon three months' prior notice to Partner to the end of the Initial Term and to the end of any Renewal Term (as defined below) ("Fee Increase"). In case of a Fee Increase, Partner may terminate any affected Order Form by giving one month's prior written notice to the effective date of the Fee Increase.
  - 8.3.3. The first Fee Increase must not exceed the percentage by which the Index as defined in Part 2 – Article 9 (Index) of the PartnerPro GTCs has increased (calculated on a cumulative year-over-year basis) compared to the value of the Index as of the Order Form Effective Date. Any subsequent Fee Increase will be limited to the percentage by which the Index has increased (calculated on a cumulative year-over-year basis) compared to the value of the Index that was used as the basis for the last prior fee increase for a HashCash Enterprise Plus Cloud. If the Index ceases to be existent, HashCash may choose to replace the Index by applying a reasonably equivalent price index as published by any governmental agency or non-partner agency ("Replacement Index"). HashCash will inform Partner of a change to a Replacement Index in writing. Partner may terminate any affected Order Form by giving one month's prior notice to the effective date of a Fee Increase based on a Replacement Index.
  - 8.3.4. Not raising any fee for HashCash Enterprise Plus Cloud in a given year is not a waiver of HashCash's right to do so.

#### **Article 9 Tax**

- 9.1. Each Party will be responsible for the payment of its own taxes.
- 9.2. All taxes based on income that are imposed, or may be imposed, by any federal, state or local government entities for payments received under or in connection with any part of this Agreement will be borne by the recipient of the payment ("Recipient").



- 9.3. If the Party making such payments (“Payer”) is required by law to withhold income or corporation tax or a similar tax (“Withholding Tax”) from any gross payment to the Recipient under or in connection with any part of this Agreement, Payer will be entitled to withhold or deduct such tax from the gross amount to be paid if and to the extent that the Recipient may offset the withholding income and corporate tax liabilities according to the law the country of residence of the Recipient against its income or corporate tax liabilities. However, Payer must use all endeavors to reduce any such withholding payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties. Recipient will cooperate with Payer to the extent that is necessary to apply for such reduction, especially by, but not limited to, providing necessary forms to Payer or the relevant tax authority. Otherwise, Payer is entitled to withhold tax at standard rates according to the relevant laws. The Payer will in the case of any withholding of any Withholding Tax provide to the Recipient a receipt from the relevant tax authority to which such Withholding Tax has been paid. In case the Recipient under or in connection with any part of this Agreement is not entitled to offset the withholding income and corporate tax liability according to the law of the country of residence, Recipient and Payer will mutually agree in writing whether the Payer will be entitled to withhold taxes on account of the Recipient from the contractually agreed payments. The fact that such offset is not possible (or not possible in a specific year) must be notified by Recipient to the Payer.
- 9.4. All other taxes or charges of any kind (including but not limited to, customs duties, tariffs, excise, gross receipts, sales and use and value added tax) except income tax or corporation tax (or similar taxes) will be borne by the Payer. Partner must communicate to HashCash its VAT or GST identification number(s) attributed by the country where Partner has established its business. HashCash shall consider the HashCash Enterprise Plus Cloud resold or provided under or in connection with this Agreement to be for Partner's business operations and provided to the location(s) of the Partner in accordance with the provided VAT or GST identification number(s). If any such tax or duty has to be withheld or deducted from any payment under or in connection with any part of this Agreement, Payer must increase payment under or in connection with any part of this Agreement by such amount to ensure that after such withholding or deduction, Recipient has received an amount equal to the payment otherwise required. Any applicable direct pay permits or valid tax-exempt certificates must be provided to HashCash prior to the execution of the Run HashCash Enterprise Plus Cloud Schedule.

#### **Article 10 End User Agreements**

- 10.1. To give effect to the obligations, limitations and liabilities included in this Agreement, Partner agrees that prior to granting End User access to the Subscription Services, Partner will enter into an agreement for Subscription Services with End User that includes the following:
- 10.1.1. for the term of the Order Form, End User is granted a non-exclusive license to Use HashCash Enterprise Plus Cloud hosted in the Data Centers via remote access (internet or private network) and Documentation in both cases for End User's internal business operations;
  - 10.1.2. an obligation on the End User to treat HashCash's Confidential Information in a manner which is consistent with the rights and restrictions granted by HashCash to Partner under this Agreement, which obligation may be satisfied by a valid and enforceable provision that imposes such an obligation on the End User which corresponds to the content of the obligations imposed upon Partner by HashCash provided that such provision is at least as protective as the rights and restrictions set forth in this Agreement,
  - 10.1.3. a provision according to which HashCash shall be entitled to claim damages as a third-party beneficiary in case of an infringement of HashCash's intellectual property rights by End Users; and
  - 10.1.4. a provision according to which End User (a) consents in its own name and (b) agrees to provide any consent needed from individuals working for End User to ensure that HashCash can conduct audit(s) in accordance with Article 5 no 4 (Audit) in compliance with applicable data protection/ privacy laws.
- 10.2. HashCash recommends Partner to include the following into its agreements with End User:
- 10.2.1. a statement with respect to limitations on HashCash Enterprise Plus Cloud warranties, indemnities and liability which is at least as restrictive as the limitations on HashCash's product warranties, indemnities and liability under the Agreement; and
  - 10.2.2. a provision according to which End User shall be entitled to request from Partner - subject to reasonable conditions and reasonable intervals
    - electronic copies of all data of End User stored by Partner for the purpose of providing Subscription Services, including, but not limited to all data related to End User's customers and business transactions.
- 10.3. If requested by HashCash, Partner will represent and warrant to HashCash that Partner has entered into such a Subscription Services agreement with an End User.

#### **Article 11 Support Services**

HashCash Enterprise Plus Cloud is subject to a shared Support Services model. The scope of the Support Services provided by HashCash and the obligations of HashCash and Partner are described in “HashCash PartnerPro Terms on Conditions for VAR Delivered Support for HashCash Enterprise Plus”, at <https://www.hashcashconsultants.com/partner-program/agreements>. The following sections of the Support Annex shall not apply to the Run Enterprise Plus Cloud Model: PART 1 – General Terms and Conditions Articles 1, 3 through 9 except for Article 3 no. 2, Article 4



no. 4 and Article 5 no. 4. Furthermore, for the purposes of this Run Enterprise Plus Cloud Model, all references to the Sell On Premise Model and/or the Sell on Premise Schedule in the Support Annex shall be references to this Run Enterprise Plus Cloud Model and/or the Run Cloud Schedule.

#### **Article 12 Term and Termination of Order Forms**

- 12.1. Term of Order Form. The subscription term for a HashCash Enterprise Plus Cloud Order Form comes into effect as of the Order Form Effective Date, unless otherwise set forth in the Order Form, and runs until the last day of the subscription term that Partner originally committed itself to as set out in the Order Form ("Initial Term"). After the Initial Term, the subscription term for the relevant Cloud Service is automatically extended for subsequent periods of one (1) year, unless otherwise set forth in an Order Form (each a "Renewal Term"), except as set forth in this Article 12.
- 12.2. Termination for convenience. Either Party may terminate an Order Form as a whole or in part for convenience with ninety (90) days' prior written notice (email acceptable) to the end of the Initial Term or any Renewal Term of the Order Form.
- 12.3. Termination in case of End User Insolvency. Partner may terminate any or all Order Forms relating to an End User with thirty (30) days' prior written notice (email acceptable) if the relevant End User fails to meet its payment obligations toward the Partner due to Insolvency Proceedings taken by or against the End User. Such right to terminate will be contingent upon Partner having provided evidence for Insolvency Proceedings taken by or against the relevant End User and HashCash having confirmed, in HashCash's reasonable discretion, that the evidence provided by the Partner is satisfactory. HashCash will provide the confirmation or a request for further evidence without undue delay.
- 12.4. Termination for good cause. Any affected Order Form may be terminated by the non-breaching Party immediately upon written notice to the other Party in the following cases:
  - 12.4.1. Non-Payment. Partner does not pay on the due date any amount payable to HashCash under or in connection with an Order Form at the place at and in the currency in which it is expressed to be payable unless payment is made within thirty days of the due date.
  - 12.4.2. Breach of material provisions. A Party does not comply with the following material provisions: Part 1 – Article 2 (Confidentiality), Part 1 – Article 13 (Export Regulations), Part 1 – Article 15 (Compliance Obligations) (in particular, if Partner fails to comply with the HashCash's Partner Code of Conduct) and Part 2 - Article 4 (Reservation of title, rights and interest) of the PartnerPro GTCs.
  - 12.4.3. Material breach of other provisions. A Party's material breach of any provision of any part of this Agreement other than those referred to in Article 11 no. 4a) (Non-Payment) or 4b) (Breach of material provisions), unless the breaching Party has cured such breach within thirty days of the other Party giving notice.
- 12.5. Consequence of Termination.
  - 12.5.1. Termination by HashCash in accordance with Article 12.4 (Termination for good cause) will not relieve Partner from the obligation to pay fees that remain unpaid, including, without limitation, any fees for the rest of the Initial Term or any Renewal Term for any Order Form.
  - 12.5.2. If all Order Forms relating to an End User are terminated, rescinded or ended in any other way or if HashCash terminates an Order Form per Article 12.4 (Termination for good cause), HashCash will have the right (depending on End User's choice) to recommend to End User other partners or third parties for the provision of HashCash Enterprise Plus Cloud.

#### **Article 13 Term and Termination of this Run Enterprise Plus Cloud Model**

- 13.1. Term. This Run Enterprise Plus Cloud Model comes into effect as of the Effective Date defined in the Run Cloud Schedule and remains in full force and effect until and including 31 December of the same year. Thereafter its term is automatically extended for subsequent periods of one (1) year.
- 13.2. Termination for convenience. Either Party may terminate this Run Enterprise Plus Cloud Model for convenience with three (3) months' prior written notice to 31 December of each year.
- 13.3. Termination for non-compliance with Program Requirements. HashCash may terminate this Run Enterprise Plus Cloud Model with three (3) months' prior written notice if Partner:
  - 13.3.1. did not meet all the Program Requirements for the first time within six months after the Effective Date defined in the Run Cloud Schedule; or
  - 13.3.2. does not comply with any of the Program Requirements excluding the Program Fee for which the termination periods set out in Article 10 (Termination for good cause) no. 1a) and no. 2a) of Part 1 of the PartnerPro GTCs apply.

#### **Article 14 Model-specific Effect of Termination**

- 14.1. General Consequence. If this Run Enterprise Plus Cloud Model is terminated, rescinded or ends in any other way, Partner's right to resell HashCash Business Cloud to End Users located in the Territory under this Run HashCash Enterprise Plus Cloud Model as set out in Article 2 (Engagement Model) immediately ends.
- 14.2. Termination for convenience. If this HashCash Enterprise Plus Cloud Model is terminated for convenience, those Order Forms that were still valid



at the point in time this Run HashCash Enterprise Plus Cloud Model is terminated for convenience will, unless Partner notifies HashCash otherwise in writing, not automatically terminate but will remain in place for the remainder of their then current terms. However, the Order Forms will not renew for another Renewal Term after the termination of the Run HashCash Enterprise Plus Cloud model has taken effect. The terms of this Run Enterprise Plus Cloud Model and any other part of this Agreement will continue to apply to such Order Forms.

14.3. Termination for good cause. Termination of this Run HashCash Enterprise Plus Cloud Model by HashCash in accordance with Article 10 (Termination for good cause) of Part 1 of the PartnerPro GTCs will not relieve Partner from the obligation to pay fees that remain unpaid, including, without limitation, any fees for the rest of the Initial Term or any Renewal Term for any Order Form.

**Article 15 Survival**

Article 12.5 (Consequence of Termination) and Article 14.3 (Termination for good cause) will survive termination of this Run Enterprise Plus Cloud Model.

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

<b>Hashcash Consultants</b>	<b>Company</b>
	_____
By: _____,	By: _____,
its <u>Authorized Representative</u> _____	its <u>Authorized Representative</u> _____
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: _____