MultiChain License and Support Services Agreement

Last updated: July 2020

This License and Support Services Agreement (the "Agreement") comprises an agreement between Coin Sciences Ltd (the "Company"), a company incorporated under the laws of England and Wales, and the customer subscribing to an Azure Node (the "Customer").

This Agreement may be updated from time to time by the Company at its sole discretion. The current version may be viewed online at: https://www.multichain.com/azure-support-terms.pdf

1. Definitions and Interpretation

1.1. "**Azure Node**" means the "MultiChain Community with Support" or "MultiChain Enterprise with Support" Application available on Microsoft Azure.

1.2. "**Blockchain**" means a single series of linked blocks of transactions, replicated, accessed, written to and maintained by a set of Nodes.

1.3. "**Customer Materials**" means any technologies, products, systems, services, content or other items in which intellectual property subsists, which the Customer provides or makes available to the Company in the course of the performance of this Agreement, but excluding any intellectual property rights of the Company.

1.4. **Data Rate**: Total size of the new transactions or off-chain data created or transmitted across all Nodes per hour, including transaction metadata whether in raw form or stream items.

1.5. "**Feedback**" means information or content concerning enhancements, changes or additions to the Software that the Customer (or its staff) requests, desires or suggests.

1.6. "**Fees**" means any and all charges to be paid by the Customer to Microsoft for the Azure Node.

1.7. "**Intellectual Property Rights**" means all rights, titles and interests evidenced by or embodied in (i) all inventions (regardless of patentability), all patents and patent applications; (ii) all trademarks, trade dress, trade names and service names, whether registered or not; (iii) all copyrightable works, author's moral rights, performance rights and database rights; (iv) all trade secrets; (v) all mask works and integrated circuit designs; (vi) all utility designs and industrial designs; and (vii) all other intangible proprietary right and other similar proprietary, in whatever form or medium, in any jurisdiction worldwide.

1.8. "**Node**" means a single instance of the MultiChain software daemon, running on one host computer, at one location, within one organization, connected to the blockchain.

1.9. "**Product**" means a Customer application which interacts with the MultiChain software.

1.10. "**Software**" means MultiChain, the Company's blockchain technology software.

1.11. "**Support Services**" means the Company's response to and handling of Software support requests and reported Software errors, bugs or malfunctions, as set forth in Exhibit A.

1.12. "**Third Party Technology**" means those third party software programs and components included in or provided with parts of the Software, including those detailed in the Documentation or the README or LICENSE or COPYING or NOTICES files that may be conveyed to the Customer.

1.13. "**Third Party Terms**" means the terms that govern Third Party Technology.

1.14. **Transaction Rate**: Total number of new transactions are created or transmitted across all Nodes per hour.

1.15. **Interpretation**

    1.15.1. The preamble of this Agreement and the exhibits hereto constitute an integral part hereof. The headings of clauses are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

    1.15.2. The term "including", means including, but not limited to, and without limitation, to the generality of the preceding phrase. All examples in the Agreement and all "i.e." and "such as" notations, indicate an illustration, by way of example only, of the preceding phrase, without limiting its generality.

2. **Grants of rights**

2.1. Subject to the terms and conditions of this Agreement, for each annum that the Customer pays the applicable Fees, the Customer is entitled, on a non-exclusive, worldwide, non-transferrable, royalty free and non-sublicenseable basis –

    2.1.1. To use the Software internally within the Customer or through contractors that it designates to use the Software for the benefit of the Customer,, through multiple tiers in the distribution and marketing chain, provided that such redistribution is made for the sole purpose of allowing the Customer's clients or clients of the Customer's clients to run or otherwise use the Software in conjunction with the Product, and subject to subsection 2.3.

2.2. The Customer must ensure that its staff or contractors that it designates to use the Software for the benefit of the Customer shall fully comply with this Agreement. The Customer shall be liable to the Company for all acts or omissions of such staffers or contractors in connection with the Software, as though the Customer itself had performed those acts or omissions. Other than such staffers and contractors, the Customer may not exercise its rights hereunder through any other third party.

2.3. The Customer may only distribute the Software where such redistribution is subject to an agreement (the "**Customer's Agreement**"), which is at least as protective of the Software and of the Company's interests as provided for in this Agreement, and which shall include provisions which:

    2.3.1. For MultiChain Enterprise only: Prohibit extracting, reverse engineering, copying, modifying and creating derivative works of the Software, or redistribution of the Software, unless recipient has secured a license from the Company covering such activities;

    2.3.2. Provide that: (a) the Customer's Agreement is concluded between the Customer and its clients, and not with the Company; (b) the Company is not responsible for the Product; (c) the Company provides no warranty and shall bear no liability whatsoever vis a vis the Customer's clients or other third parties and (d) the Company is a third party beneficiary of the Customer's Agreement and as such will have the right (and will be deemed to have accepted the right) to enforce such agreement against the Customer's clients.

2.4. Subject to the terms of this Agreement and the Customer's payment of the applicable Fees, during the Term the Company shall provide the Customer and its staff Support Services in the form, scheme and response times specified in Exhibit A.

3. **Third Party Technology.** The Software may use or may be provided with Third Party Technology, as listed on https://www.multichain.com/third-party-licenses/ with the corresponding Third Party Terms. To the extent so stipulated by the relevant Third Party Terms, the Third Party Technology corresponding to such Third Party Terms, is offered directly to the Customer by its respective licensors, not sublicensed by the Company, and is subject to its respective Third Party Terms, not to this Agreement. If, and to the extent, the Third Party Terms requires that this Agreement effectively provide, impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions, restrictions or other terms, then

the same shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Third Party Technology which is governed by such Third Party Terms. If, and to the extent, Third Party Terms require that the source code of its corresponding Third Party Technology be made available to the Customer, and such source code was not delivered to the Customer with the Software then the Company hereby extends a written offer, valid for the period prescribed in such Third Party Terms, to obtain a copy of the source code of the corresponding Third Party Technology, from the Company. To take up this offer, contact Company via: https://www.multichain.com/contact-us/

4. **Restrictions and limitations**. Except as expressly provided herein, the Customer may not, and may not allow its clients or any other third party to:

4.1. Alter any copyright, trademark or patent notice in the Software; or

4.2. Use the Company's trademarks in a way that suggests that any Product comes from or is endorsed by the Company, without the Company's express written consent.

4.3. For MultiChain Enterprise only: (a) copy, modify, or create derivative works of the Software, (b) reverse-engineer, disassemble, or attempt to derive the source code of the Software, (c) attempt to disable or circumvent any security or access control mechanisms of the Software.

5. **Obligations; compliance with laws**.

5.1. The Customer is solely responsible for all costs, expenses, losses and liabilities incurred and for all activities that the Customer undertakes, in connection with the design, development, testing, distribution, support and maintenance of the Product. Each party shall pay all of its own business expenses, including, without limitation, employees' and agents' salaries and costs, taxes and insurance.

5.2. The Customer undertakes that its use and redistribution of the Software shall, at all time, comply with all applicable laws, including export control laws. The Customer may not use the Software, for any activity that constitutes, or encourages conduct that would constitute, a criminal offense, give rise to civil liability or otherwise violate any applicable law.

5.3. The Customer bears the responsibility for all support and maintenance of the Product for its clients.

6. **Intellectual property.**

6.1. The Company may use and share the Customer's Feedback to enhance the Software, to develop new products and services, for research and testing and for any other purpose the Company determines. The Customer is not entitled to any remuneration for the use of any Feedback provided to the Company by the Customer or its staff, and such Feedback does not grant the Customer any right, title or interest in any materials subject to Intellectual Property Rights that the Company conceives or develops pursuant to, or based on, Feedback provided by the Customer or its staff.

6.2. Except for the limited use of the Software permitted pursuant to section 2 above, this Agreement does not grant the Customer or assign to the Customer, any license, right, title, or interest in or to the Software or the Intellectual Property Rights therein. All rights, title and interest, including copyrights and other Intellectual Property Rights, and any goodwill associated therewith, in and to the Software or any part thereof, including computer code, graphic design, layout and the user interfaces of the Software, and all derivatives, improvements and variations thereof, whether or not based on or resulting from Feedback, are and will remain at all times, owned by, or licensed, to the Company. Other than with respect to its rights to the Software, the Company does not claim any additional right, title, interest or license in or to the Product, or any Intellectual Property Rights embodied therein.

6.3. The Customer hereby grants the Company a limited, non-exclusive, non-transferrable, and non-sublicense-able license, during the term of this Agreement, to use, and have used by the

Company's staff, and any third party acting on the Company's behalf, the Customer Materials, only for the purpose of performing the Company's obligations under the Agreement, providing the Support Services, exercising and enforcing its rights thereunder and otherwise managing and administering the Support Services. All rights, title and interests, including all Intellectual Property Rights, in and to all Customer Materials, are and will be at all times exclusively owned by the Customer.

7.   Confidentiality.

7.1.   Either party may, from time to time during the term of this Agreement, as a "**Disclosing Party**"**,** disclose to the other party as a "**Receiving Party**", certain Confidential Information.

7.2.   "**Confidential Information**" means any information, however disclosed by one party to the other party in connection with this Agreement, which is marked as confidential (or words of similar import), is of a confidential or proprietary nature, or is disclosed in such a manner as to indicate to a reasonable person that the information is, confidential or proprietary.

7.3.   The term "Confidential Information" does not include any information as to which the Receiving Party is able to demonstrate: (a) is, or after the date of disclosure under this Agreement becomes, generally available to the public other than as a result of any actions or omissions of the Receiving Party; (b) was already known by the Receiving Party prior to the time of disclosure under this Agreement, with no obligations of confidentiality; (c) was disclosed to the Receiving Party on a non-confidential basis by a third party that did not owe an obligation of confidentiality to the Disclosing Party; or (d) is independently developed by the Receiving Party.

7.4.   The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and secure and shall use at least the same standard of care to protect the Disclosing Party's Confidential Information as the Receiving Party employs for the protection of its own confidential and proprietary information of a similar nature, but in no event less than a reasonable standard of care. The Receiving Party will not disclose the Disclosing Party's Confidential Information to any third Party, and shall not use or reproduce in any form the Disclosing Party's Confidential Information, except as required to exercise its rights and discharge its responsibilities in connection with this Agreement.

7.5.   The Receiving Party shall promptly notify the Disclosing Party in writing of any actual or suspected loss or unauthorized use, disclosure, or access of the Disclosing Party's Confidential Information of which it becomes aware, and take all steps reasonably requested by the Disclosing Party to limit, stop, or otherwise prevent such loss or unauthorized use, disclosure, or access.

7.6.   The Receiving Party will restrict the possession, knowledge, and use of the Disclosing Party's Confidential Information to its officers, directors, employees, professional advisors, or subcontractors (collectively, "**Representatives**") who have a need to know such Confidential Information for purposes directly related to the exercise of its rights and discharge of its responsibilities in connection with this Agreement. Prior to such disclosure, the Receiving Party will inform such Representatives of the confidential nature of the Disclosing Party's Confidential Information and the non-disclosure requirements and limitations on use set forth herein and shall make sure that each such Representatives is bound by appropriate non-disclosure undertakings.

7.7.   Notwithstanding anything to the contrary contained herein, the Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to a request or order made pursuant to applicable law, regulation or legal process, provided that: (a) the Receiving Party gives the Disclosing Party prompt written notice of such request or order, to the extent permissible, so that the Disclosing Party has an opportunity to seek a protective order, confidential treatment, or other appropriate remedy to such request or order; (b) the Receiving Party provides the Disclosing Party with all reasonable assistance, at the Disclosing Party's expense, in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information; and (c) the Receiving Party discloses only such portion of the Confidential Information as is either permitted by the Disclosing Party or required by such request or order, subject to any protective order or confidential treatment obtained by the Disclosing Party.

7.8. The obligations with respect to Confidential Information disclosed prior to the effective date of termination or expiration of this Agreement shall survive for a period of two (2) years thereafter, provided, however, that obligations with respect to Confidential Information which constitutes trade secret under applicable law, shall survive for as long as such Confidential Information remains a trade secret.

8. Term and termination

8.1. This Agreement is effective and binding during the Term of the corresponding Azure Node to which the Customer is subscribed via Microsoft Azure.

8.2. The Company may immediately terminate this Agreement and the Customer's rights hereunder, by written notice to Customer, in the event that the Company has reason to believe that the Software infringes, or may be found to infringe, the rights of third parties. Either party may terminate this Agreement: (a) upon thirty (30) days' prior written notice of breach, to the other party, if the other party breaches this Agreement, and fails to cure the breach, within the prior notice period; (b) under terms mutually agreed to in writing by the parties; or (c) upon written notice to the other party if the other party (i) becomes or is declared insolvent or bankrupt, (ii) is the subject of any proceedings related to its liquidation or insolvency (whether voluntary or involuntary), that are not dismissed within 60 days of initiation, or (iii) makes an assignment for the benefit of creditors or takes or has taken against it any such other comparable action in any relevant jurisdiction.

8.3. Sections herein that by their nature are meant to survive termination of expiration of this Agreement, will so survive, including sections 6 (Intellectual Property) and 7 (Confidentiality) herein shall survive any termination of this Agreement and shall continue in full force and effect.

9. Disclaimers

9.1. The Customer hereby states that the Customer has (a) inspected the Software thoroughly, and (b) found it satisfactory and adequate to their needs.

9.2. THE SOFTWARE AND SUPPORT SERVICES ARE PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, TRADE USAGE, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, EXPECTED RESULT, QUALITY, TITLE, PERFORMANCE, SECURITY OR COMPATIBILITY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SOFTWARE, WHETHER MADE BY COMPANY, A REPRESENTATIVE OR OTHERWISE, WHICH IS NOT EXPRESSLY PROVIDED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY COMPANY FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF COMPANY WHATSOEVER.

9.3. Company make no representation or warranty that the Software complies with any third party or regulatory terms, conditions, rules or guidelines regarding software development.

10. Limitation of liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OTHER THAN IN THE EVENT OF COMPANY'S BREACH OF ITS CONFIDENTIALITY UNDERTAKINGS HEREIN, COMPANY AND ITS EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON THEIR BEHALF, WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, STATUTORY OR PUNITIVE DAMAGES, LOSSES (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION, WITH THIS AGREEMENT, THE SOFTWARE OR THE PRODUCT, EVEN IF COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, COSTS, EXPENSES OR PAYMENTS. WITHOUT DEROGATING FROM THE AFORESAID, IN NO EVENT OTHER THAN COMPANY'S BREACH OF ITS CONFIDENTIALITY UNDERTAKINGS HEREIN, WILL COMPANY'S CUMULATIVE LIABILITY HEREUNDER EXCEED: (A) THE AMOUNT CUSTOMER PAID TO COMPANY (IF ANY) DURING THE

TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE DAMAGE, OR, (B) THE LOWEST DAMAGE CAP PERMITTED BY APPLICABLE LAW – WHICHEVER IS HIGHER.

10.1.   Under no circumstances is the Company obligated or liable to, provide any support, maintenance or other services to the Customer's clients.

11.   Governing law and venue.

11.1.   This Agreement and any dispute, claim or controversy arising out of, connected with or relating to this Agreement, will be exclusively governed by, and construed in accordance with the laws of the State of New York.

12.   Miscellaneous

12.1.   Neither party is the agent nor legal representative of the other party and a party shall have no authority and shall not attempt to enter into contracts or commitments in the name of or on behalf of the other party in any respect whatsoever. The parties are and will remain independent contractors. The Agreement does not create a partnership, joint venture or fiduciary relationship between the parties.

12.2.   If any provision of this Agreement is held invalid or unenforceable, that provision shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intent of the parties, and the remaining provisions will remain in full force and effect. This Agreement may be modified or amended only in writing, signed by the duly authorized representatives of the Customer and Company.

12.3.   Neither party shall, by mere lapse of time, without giving express notice thereof, be deemed to have waived any breach by the other party, of any terms or provisions of this Agreement. The waiver, by either party, of any breach by the other party, will not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

Exhibit A

The Company will respond to and handle Software support requests and reported Software errors, bugs or malfunctions (each, an "**Inquiry**") as set forth in this Exhibit. The Company's handling and resolution of Inquiries is subject to the following procedure and scheme:

1. At any time between deploying the Azure Node and submitting an Inquiry, the Customer shall activate this Agreement by either (i) contacting the Company to request its Azure user information and adding this user as a "Reader" in the Access Control settings of the Azure Node's virtual machine or (ii) sending a screenshot of the Azure Node's virtual machine properties to the Company showing its public IP address and use of the Company's application. In both cases the company shall be corresponded with at sla-azure@multichain.com.

2. The Customer shall submit email Inquiries to the Company at sla-azure@multichain.com, which shall include either: (i) all of the Information listed below relating to the Azure Node which generated the Inquiry and any other pertinent information at the Customer's disposal, or (ii) items a and b listed below plus the provision of shell command line access to the Azure Node for which the Inquiry relates. The time at which either (i) the email, including all of the Information below, is received in the Company's systems (as logged and recorded by the Company) or (ii) written confirmation has been sent by Company that shell command line access has been achieved, is regarded as the "Inquiry Time". Information required for option (a):

    a. A description of the error, bug or malfunction generating the Inquiry, including related error messages displayed on the command line or returned in API responses.

    b. An approximate estimate of the current Transaction Rate and Data Rate (see Definitions) of the network to which this instance is connected.

    c. The exact version of MultiChain currently used on the Azure Node.

    d. Specifications of the Azure Virtual Machine on which the Azure Node is running, including the virtual machine instance type and installed disk capacity.

    e. Currently free memory and disk space in the Azure Virtual Machine on which the Azure Node is running.

    f. The output of the Linux **top** command sorted to show the most active processes on top.

    g. The last 1000 lines of the **debug.log** file from the instance's blockchain directory.

    h. If the instance's API is responsive, the output of the API commands below:

getblockchainparams	listassets * true 1000	getnetworkinfo
getruntimeparams	liststreams * true 1000	getpeerinfo
getinfo	listblocks -1000	getblockchaininfo
getinitstatus	listunspent 0	getmempoolinfo
getwalletinfo	listupgrades	

    i. Before including this information in the Inquiry, you may optionally remove or black out confidential details such as private keys, blockchain addresses, IP addresses and the names of other programs running on the host system.

3. Upon receiving an Inquiry from the Customer, along with all information required regarding the Inquiry, the Company, using its reasonable judgment, will triage the Inquiry according to severity level as either Critical or Non-Critical under the following guidelines:

    a. Critical – Complete failure of the Software or a significant fault in one or more of the mission critical functionalities of the Software;

b. Non-Critical – The Software is partially malfunctioning, faults in non mission critical functionalities of the Software, or minor errors or malfunctions in the Software.

4. Once the Company completes triage, it will communicate to the Customer an initial response acknowledging receipt of the Inquiry, the severity level assigned to the Inquiry at triage and confirming that the Company has commenced handling the Inquiry. The Company will record the time the initial response was sent to the Customer. This is regarded as the "Response".

5. "Resolution" is the Company's provision of a stable or long-term solution or workaround, substantially resolving the symptoms reported in the Inquiry.

The Company will handle Inquiries within the timeframes set forth below. Times are clocked in relation to the Inquiry Time, as recorded in the Company's logs.

Priority	Response	Resolution
Critical	Within 24 hours of Inquiry Time	Within 72 hours of Inquiry Time
Non-Critical	Within 2 business days of Inquiry Time	Within 7 days of Inquiry Time