GENERAL TERMS AND CONDITIONS FOR HASHCASH CLOUD SERVICES (for indirect sales) ("CLOUD EULA")

1. DEFINITIONS
Capitalized terms used in this document are defined in the Glossary.

2. USAGE RIGHTS AND RESTRICTIONS
2.1 Grant of Rights.
Subject to all fees paid by the Partner to HashCash, HashCash grants to Customer on behalf of Partner a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

2.2 Authorized Users.
Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Cloud EULA Acceptance Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3 Acceptable Use Policy.
With respect to the Cloud Service, Customer will not:
(a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
(b) transmit any content or data that is unlawful or infringes any intellectual property rights, or
(c) circumvent or endanger its operation or security.

2.4 Verification of Use.
Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume to Partner. HashCash may monitor use to verify compliance with Usage Metrics, volume and the Agreement. HashCash will be permitted to forward any data regarding use in excess of the Usage Metrics, volume and the Agreement by the Customer to Partner.

2.5 Suspension of Cloud Service.
HashCash may suspend use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. HashCash will promptly notify Customer of the suspension. HashCash will limit the suspension in time and scope as reasonably possible under the circumstances.

2.6 Third Party Web Services.
The Cloud Service may include integrations with web services made available by third parties (other than HashCash Consultants or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

2.7 Mobile Access to Cloud Service.
Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

3. HashCash RESPONSIBILITIES
3.1 Provisioning.
HashCash provides access to the Cloud Service as described in the Agreement.

3.2 Support.
HashCash provides support for the Cloud Service as referenced in the Cloud EULA Acceptance Form.

3.3 Security.
HashCash uses reasonable security technologies in providing the Cloud Service. As a data

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processor, HashCash will implement technical and organizational measures as set out in the Data Processing Agreement to secure personal data processed in the Cloud Service in accordance with applicable data protection law.

3.4 Modifications.

The Cloud Service and HashCash Policies may be modified by HashCash at any time. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement and Documentation.

3.5 Analyses.

HashCash, HashCash Consultants or HashCash Affiliates may create analyses utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Service and Services. Analyses will anonymize and aggregate information, and will be treated as Cloud Materials. Examples of how analyses may be used include: optimizing resources and support; research and development; automated processes that enable continuous improvement, performance optimization and development of new HashCash products and services; verification of security and data integrity; internal demand planning; and data products such as industry trends and developments, indices and anonymous benchmarking.

4. CUSTOMER AND PERSONALDATA

4.1 Customer Data.

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to HashCash (including HashCash SE, its Affiliates and subcontractors) a non-exclusive right to process Customer Data solely to provide and support the Cloud Service.

4.2 Personal Data.

Customer will collect and maintain all personal data contained in the Customer Data incompliance with applicable data privacy and protection laws.

4.3 Security.

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service.

4.4 Access to Customer Data.

(a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case HashCash and Customer will find a reasonable method to allow Customer access to Customer Data.

(b) Before the Subscription Term expires, Customer may use HashCash's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.

(c) At the end of the Agreement, HashCash will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

(d) In the event of third party legal proceedings relating to the Customer Data, HashCash will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. PARTNER RELATIONSHIP

5.1 Non-Payment by Partner

HashCash may at its sole discretion suspend Customer's use of the Cloud Service and/or terminate the Agreement if Partner fails to pay any fee or other amount payable by it on its due date.

5.2 Termination of partner relationship or orders relating to Customer

If (i) Partner terminates all orders relating to the Customer or (ii) HashCash terminates any of Partner's orders relating to the Customer for good cause or (iii) the partnership between HashCash and Partner relating to the sale of subscription for the Cloud Services is terminated, HashCash may (depending on Customer's choice):

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(a) directly provide the affected Cloud Service to the Customer pursuant to HashCash's then-current General Terms and Conditions for HashCash Cloud Services for mutually-agreed subscription fees; or

(b) recommend to Customer other partners or third parties for the provision of the affected Cloud Service.

5.3   Independence of Partner

Partner is not an agent of HashCash. It is an independent entity with no authority to bind HashCash or to make representations or warranties on HashCash's behalf. HashCash will not be liable for reasonably relying on the accuracy and reliability of written information provided by Partner in making any decision that would give HashCash ground to suspend the Cloud Service or terminate the Agreement.

5.4   No representations or warranties

HashCash makes no representations or warranties as to such authorized distributor or reseller, or any other third party, related to the performance of the products or services of such entities, and fully disclaims any such warranties in accordance with Section7.

6.   TERM AND TERMINATION

6.1   Term.

The initial Subscription Term is as stated in the Cloud EULA Acceptance Form.

6.2   Termination.

(a) A party may terminate the Agreement:

(i) Upon thirty days written notice of the other party's material breach (including without limitation Customer's failure to pay Partner any fees due for the Cloud Service) unless the breach is cured during that thirty day period,

(ii) immediately, if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or12.6.

(b) HashCash may terminate the Agreement if the relevant Cloud Services that this Agreement pertains to were terminated between HashCash and Partner.

6.3   Effect of Expiration or Termination.

Upon the effective date of expiration or termination of the Agreement:

(a) Customer's right to use the Cloud Service and all HashCash Confidential Information will end,

(b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and

(c) termination or expiration of the Agreement does not affect other agreements between the parties.

6.4   Survival.

Sections 6.3, 6.4, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

7.   WARRANTIES

7.1   Compliance with Law.

Customer warrants its current and continuing compliance with all laws and regulations applicable to it in connection with the Customer Data and Customer's use of the Cloud Service.

7.2   Good Industry Practices.

HashCash warrants that:

(a) the Cloud Service will substantially conform to the specifications contained in the Documentation during the Subscription Term for the Cloud Services.

(b) the Service will materially conform to the specifications contained in the Documentation, Cloud EULA Acceptance Form, statement of work, deployment description or other documentation containing the scope and service description for the relevant Service in all cases agreed to by HashCash at the point in time the relevant Service is performed by HashCash and it will perform any Service in a workmanlike and professional manner using

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resources with the skills reasonably required to perform such Services.

7.3 Remedy.

(a) Provided Customer (and/or Partner on Customer's behalf) notifies HashCash in writing with a specific description of the Cloud Service's or the Service's nonconformance with the warranty in Section 7.2 within the warranty period without undue delay and HashCash validates the existence of such nonconformance, HashCash will, at its option:

    (i)   with regard to the Cloud Services:

        (a) correct or replace the nonconforming Cloud Service, or

        (b) if HashCash fails to correct the nonconformance after using reasonable commercial efforts, terminate the access to the nonconforming Cloud Service.

    (ii)   with regard to the Services, re-perform the nonconforming Service.

(a) This does not apply to trivial or non-material cases of nonconformance and is Customer's sole and exclusive remedy under the warranty in Section 7.2. The written notification of any nonconformance by Customer (and/or Partner on Customer's behalf) must include sufficient detail for HashCash to analyze the alleged nonconformance. Customer must provide commercially reasonable assistance to HashCash in analyzing and remediating any nonconformance of the Cloud Service and Service.

(b) For clarification purposes, HashCash will,

    (i)   with regard to the Cloud Services: in all cases; and

    (ii)   with regard to the Services: if HashCash fails to correct the non conformance of the Service after using reasonable commercial effort,

    consult with Partner to define a reasonable amount (a) by which Partner may reduce the subscription fees or the fees for the non-conforming Service, in case Partner has not already paid them, or (b) if Partner has already paid the subscription fees or the fees for the nonconforming Service, which HashCash will refund to Partner to reflect the nonconformance.

(c) HashCash may fulfill its warranty obligations vis-à-vis Partner or Customer. To the extent that HashCash fulfills its warranty obligations vis-à-vis Partner, Customer will not have any claim against HashCash for a breach of the warranty in Section7.2.

7.4 System Availability.

(a) HashCash warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the SLA or Supplement.

(b) Customer's sole and exclusive remedy for HashCash's breach of the SLA is the issuance of a credit as described in the SLA, whereby the service level credit will be calculated based on the non-discounted subscription fee set out in the order form agreed between HashCash and Partner. Customer must notify Partner in writing (email permitted) within twenty-one business days after each calendar month in that HashCash does not meet the SLAs, so that Partner can follow HashCash's posted credit claim procedure. When the validity of the service credit is confirmed by HashCash in writing (email permitted) to Partner, HashCash will issue such credit to the Partner who should then forward the credit to Customer.

7.5 Warranty Exclusions.

The warranties in Sections 7.2 and 7.4 will not apply if:

(a) the Cloud Service is not used in accordance with the Agreement or Documentation,

(b) thenonconformanceiscausedbyPartner,Customer,anotherthirdparty,orbyanyproduct, database, content or service not provided by HashCash, or

(c) the Cloud Service was provided for no fee or is a trial license of the Cloud Service or both.

7.6 Disclaimer.

Except as expressly provided in the Agreement, neither HashCash nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or

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services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of HashCash or product roadmaps in obtaining subscriptions for any Cloud Service.

8. THIRD PARTYCLAIMS

8.1 Claims Brought Against Customer.

(a) HashCash will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright or trade secret right. HashCash will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement HashCash enters into) with respect to these claims.

(b) HashCash's obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of Section2, (ii) use of the Cloud Service in conjunction with any product or service not provided by HashCash, or (iii) use of the Cloud Service provided for no fee.

(c) In the event a claim is made or likely to be made, HashCash may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality. If these options are not reasonably available, HashCash may terminate Customer's subscription to the affected Cloud Service upon written notice.

8.2 Claims Brought Against HashCash.

Customer will defend HashCash against claims brought against HashCash, HashCash Consultants, its Affiliates and subcontractors by any third party related to Customer Data. Customer will indemnify HashCash against all damages finally awarded against HashCash, HashCash SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

8.3 Third Party Claim Procedure.

(a) The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.

(b) The party that is obligated to defend a claim will have the right to fully control the defense.

(c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

8.4 Exclusive Remedy.

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY

9.1 Not Responsible.

HashCash and its licensors will not be responsible under this Agreement (i) if a Cloud Service is not used in accordance with the Documentation, or (ii) if the defect or liability is caused by Partner, Customer, any third-party product or service or use of the Cloud Service in conjunction with any product or service not provided by HashCash, or (iii) for any Customer 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 ANY OF THE CLOUD SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT.

9.2 Exclusion of Damages; Limitation of Liability.

Anything to the contrary herein notwithstanding, except for (a) damages resulting from (i) unauthorized use or disclosure of confidential information; and (ii) death or personal injury arising from either party's gross negligence or arising from either party's willful misconduct, or (b) HashCash's obligations under Section 8.1 or (c) Customer's obligations under Section 8.2, under no circumstances and regardless of the nature of any claim will HashCash its licensors or

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Customer be liable to each other or any other person or entity for an amount in excess of the subscription fees paid by Customer to Partner in the twelve months period immediately preceding the events giving rise to the claim for the Cloud Services directly causing the damages or be liable in any amount for special, incidental, consequential or indirect damages, loss of good will or profits, work stoppage, data loss, computer failure or malfunction, attorney's fees, court costs, interest or exemplary or punitive damages.

9.3 Risk Allocation.

This Agreement allocates the risks between HashCash and Customer. The subscription fees paid by Customer reflect this allocation of risk and limitations of liability. 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.

9.4 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 HashCash Consultants and any of its Affiliates and their respective licensors.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 HashCash Ownership.

HashCash, HashCash Consultants, their Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to HashCash, HashCash Consultants and its licensors.

10.2 Customer Ownership.

Customer retains all rights in and related to the Customer Data. HashCash may use Customer provided trademarks solely to provide and support the Cloud Service.

10.3 Non-Assertion of Rights.

Customer covenants, on behalf of itself and its successors and assigns, not to assert against HashCash, HashCash Consultants, their Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Services.

11. CONFIDENTIALITY

11.1 Use of Confidential Information.

(a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section11. Customer will not disclose the Agreement or the pricing to any third party.

(b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section11.

(c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

11.2 Exceptions.

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

(a) Is in dependently developed by the receiving party without reference to the disclosing party's Confidential Information,

(b) is generally available to the public without breach of the Agreement by the receiving party,

(c) at the time of disclosure, was known to the receiving party free of confidentiality

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restrictions, or

(d) the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 Publicity.

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that HashCash may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of HashCash's marketing efforts (including reference calls and stories, press testimonials, site visits, HashCash Conference participation). Customer agrees that HashCash may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with HashCash.

12. MISCELLANEOUS

12.1 Severability.

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

12.2 No Waiver.

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

12.3 Electronic Signature.

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

12.4 Regulatory Matters.

(a) HashCash Confidential Information is subject to export control laws of various countries, including the laws of the United States, EU, Ireland and Germany. Customer will not submit HashCash Confidential Information or parts thereof to any government agency for licensing consideration or other regulatory approval, and will not export, re-export or import any HashCash Confidential Information or parts thereof to countries, persons or entities if prohibited by export laws.

(b) Neither HashCash Consultants nor any of its Affiliates assumes any responsibility or liability:

(i) for any delay caused in the delivery and/or granting of access to any or all HashCash Confidential Information of parts thereof due to export or import authorizations or both having to be obtained from the competent authorities;

(ii) if any required authorization, approval or other consent for the delivery of and/or granting of access to any or all HashCash Confidential Information or parts thereof cannot be obtained from the competent authorities;

(iii) if the delivery of and/or granting of access to any or all HashCash Confidential Information or parts thereof is prevented due to applicable Export Laws; and

(iv) if access to Cloud Services, Services or other services has to be limited, suspended or terminated due to applicable Export Law.

(c) HashCash may terminate this Agreement with thirty day's prior written notice if HashCash Consultants or any of its Affiliates may not deliver or grant access to the HashCash Confidential Information to Customer due to an embargo, trade sanction or other comparable restrictive measure, which is expected to be in place for six months or longer.

12.5 Notices.

All notices will be in writing and given when delivered to the address set forth in an Cloud EULA Acceptance Form with copy to the legal department. Notices by HashCash relating to the operation or support of the Cloud Service may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Cloud EULA Acceptance Form.

12.6 Assignment.

Without HashCash's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. HashCash may assign the Agreement to HashCash Consultants or any of its Affiliates.

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12.7 Subcontracting.

HashCash may subcontract parts of the Cloud Service or Services to HashCash Consultants, any of its Affiliates and to third parties. HashCash Consultants and any of its Affiliates may further subcontract parts of the Cloud Service or Services to third parties. HashCash is responsible for breaches of the Agreement caused by its subcontractors.

12.8 Relationship of the Parties.

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

12.9 Force Majeure.

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

12.10 Governing Law.

This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter are governed by the laws of the State of California without regard to its choice of laws rules and to the exclusion of the international law of conflicts and the United Nations Convention on Contracts for the International Sale of Goods.

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) ("Dispute") is the state and federal courts in and for Alameda County, California. The Parties agree that the courts in and for Alameda County, California are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.11 Entire Agreement.

The Agreement constitutes the complete and exclusive statement of the agreement between HashCash and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if HashCash accepts or does not otherwise reject the purchase order.

Glossary

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

1.2 **"Agreement"** is defined in the Cloud EULA Acceptance Form.

1.3 **"Authorized User"** means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of

   (a) Customer,

   (b) Customer's Affiliates, and/or

   (c) Customer's and Customer's Affiliates' Business Partners.

1.4 **"BusinessPartner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.

1.5 **"Cloud EULA Acceptance Form"** means the "HashCash Cloud Service Schedule (for indirect sales)" concluded between HashCash and the Customer that references the CLOUDEULA.

1.6 **"Cloud Service"** means any subscription-based, HashCash hosted, supported and operated on-

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demand solution provided by HashCash on behalf of the Partner to the Customer under the Cloud EULA Acceptance Form.

1.7 **"Cloud Materials"** mean any materials provided or developed by HashCash (independently or with Partner's and/or Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.

1.8 **"Confidential Information"** means

    (a)   with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and

    (b)   with respect to HashCash: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding HashCash research and development, product offerings, pricing and availability.

    (c)   Confidential Information of either HashCash or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing

partyoritsrepresentativesdesignatesasconfidentialatthetimeofdisclosure,or(ii)should

reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

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

1.10 **"Data Processing Agreement"** is defined in the Cloud EULA Acceptance Form.

1.11 **"Documentation"** means HashCash's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.

1.12 **"Partner"** is defined in the Cloud EULA Acceptance Form.

1.13 **"HashCash Consultants"** means HashCash Consultants, the parent company of HashCash.

1.14 **"HashCash Policies"** means the operational guidelines and policies applied by HashCash to provide and support the Cloud Service as incorporated in an Cloud EULA Acceptance Form.

1.15 **"Services"** means professional services related to a Cloud Service, such as implementation, configuration, custom development and training, performed by HashCash's employees or subcontractors as described in the Cloud EULA Acceptance Form and which are governed by the Consulting Services Supplement or similar agreement for Services.

1.16 **"SLA"** is defined in the Cloud EULA Acceptance Form.

1.17 **"Subscription Term"** means the term of a Cloud Service subscription of which the initial term is identified in the applicable Cloud EULA Acceptance Form, including all renewals.

1.18 **"Supplement"** is defined in the Cloud EULA Acceptance Form.

1.19 "**Support Policy"** is defined in the Cloud EULA Acceptance Form.

1.20 **"Usage Metric"** means the standard of measurement for determining the permitted use for a Cloud Service as set forth in a Cloud EULA Acceptance Form.

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

Hashcash Consultants   **Company**

_____

By: _____,   By: _____,
its ___Authorized Representative_____   its ___Authorized Representative_____

Print Name: _____   Print Name: _____

Date Signed: _____   Date Signed: _____

Mail: 28747 Vista Grande Dr, Hayward, CA 94544   Mail: _____
Email: legal@hashcashconsultants.com   Email: _____
Attention: General Counsel   Attention: _____

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