MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is effective as of the effective date set forth in an Order executed simultaneously with this document or as of the date of last signature if an Order is not executed simultaneously (the "Effective Date") and is entered into between TokenEx, Inc., a Delaware Corporation ("TokenEx"), and the other entity signing this Agreement below ("Customer"). This Agreement sets forth the agreed terms and conditions which govern and control TokenEx's delivery and Customer's use of the Services.

For and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and TokenEx agree as follows:

1. Definitions

These definitions apply to this Agreement and any related contract document:

1.1 "**Authorized User**" means any individual or entity (other than a TokenEx competitor) that has a written agreement to provide services to Customer and that is authorized by Customer to have access or use of the Services solely on behalf of and for Customer's use.

1.2 "**Claim**" means demands, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits and all legal proceedings, and any and all costs and expenses in connection therewith (including any interest, penalties, fines and reasonable legal fees and disbursements).

1.3 "**Customer Data**" means, in connection with Customer's use of Services, all personal data or information provided by Customer, an Authorized User on Customer's behalf or otherwise provided to TokenEx for performance of Services, as well as any information derived from such information.

1.4 "**Documentation**" means all available technical and functional specifications and other such information as may be available and reasonably necessary for the effective use of the Services in the Customer's operating environment, including the effective configuration, integration, and systems administration of the Services, and the operation and the performance thereof.

1.5 "**Force Majeure Event**" means an act of God, sabotage, war, strikes, lockouts, terrorism, military operations, national emergency, civil commotion, pandemic, communication systems failures or the order, requisition, request or recommendation of any governmental agency or acting governmental authority having jurisdiction, or governmental regulation or priority, or any other cause beyond either party's reasonable control whether similar or dissimilar to such causes.

1.6 **"Indemnified Parties"** means, for a party that is entitled to indemnification under the terms of this Agreement, such party and its directors, shareholders, employees and officers.

1.7 **"Order"** means the fully executed ordering document including, but not limited to, a statement of work, proposal, change order or similar document which is made a part of this Agreement and which sets forth the details of pricing and specific Services selected by Customer.

1.8 **"Platform"** means the software products owned or licensed by TokenEx to which TokenEx grants Customer access as part of the Services and associated Documentation.

1.9 **"Platform Credentials"** means all credentials provided by TokenEx, related to accessing the Platform.

1.10 **"Services"** means the TokenEx Platform and professional services to be delivered by TokenEx, as identified on an Order or reseller order.

1.11 **"SLA"** means the Service Level Addendum set forth online at tokenex.com/legal, as may be amended from time to time, and which describes the commitment of TokenEx to availability of the Platform and issue response and escalation obligations.

1.12 **"Taxes"** means all sales, value-added, use and similar levies, assessments, fees or other charges of whatever nature, now or hereinafter imposed by any jurisdiction or by any governmental or other taxing authority; customs and import duties and similar levies and impositions and all interest, penalties, or similar liabilities with respect thereto.

2. **Term, Priority and Provision of Services.**

2.1 This Agreement shall remain in effect until the later of the effective date of termination or the last date Services are provided to Customer.

2.2 Any conflict between terms of this Agreement or a related contract document shall be resolved by giving priority to contract documents in the following order of precedence:

(a) any amendment to this Agreement;
(b) any addendum;
(c) any Order; and
(d) this Agreement.

2.3 If Customer is acquiring Services through a reseller entity, this Agreement is not exclusive of any rights Customer obtains under an agreement with such reseller; however, if there is a conflict between provisions of this Agreement and an agreement with a reseller, the provisions of this Agreement prevail. If a reseller has granted Customer rights that

TokenEx does not also directly grant with respect to Services or that conflict with this Agreement, Customer's sole recourse with respect to such rights is against the reseller.

2.4   TokenEx shall provide Services as more particularly described in an Order. Upon the effective date of each Order, the Order is incorporated into this Agreement. Accordingly, as of the effective date of the applicable Order, TokenEx hereby grants to Customer, a non-exclusive subscription to use the Services solely in accordance with, and subject to the terms and conditions of, this Agreement. As applicable, TokenEx shall provide Customer with Documentation for Services prior to or concurrently with its delivery.

2.5   TokenEx shall provide all Services hereunder in a timely, professional, and workmanlike manner by qualified personnel exercising care, skill, and diligence consistent with industry standards, and will devote adequate resources to meet its obligations hereunder. At no additional charge to Customer, TokenEx shall use commercially reasonable efforts to provide the Services in accordance with the SLA.

2.6   TokenEx shall promptly provide Customer with Platform Credentials, including but not limited to API Keys, SFTP user accounts and customer portal user accounts.

2.7   TokenEx shall obtain and maintain applicable consents, certifications and governmental approvals required of TokenEx for the provision of Services to Customer.

3.   **Protection of Data.** TokenEx shall maintain administrative, technical, physical, and other safeguards designed to protect Customer Data. Except as necessary to provide the Services, TokenEx shall not access or modify Customer Data except in response to Customer's request in connection with correcting a service problem. TokenEx has an ongoing obligation to maintain at least the following certifications: PCI-DSS Level 1 Service Provider, ISO 27001 and SSAE 18 SOC 2 Type II. Although the Privacy Shield (EU-US and Swiss-US) was invalidated in 2020 as the sole source of adequacy for cross border data transfers with the European Union, TokenEx continues to maintain the level of commitment to data protection safeguards for which the Privacy Shield was created.

4.   **Privacy Rules.**

4.1   In connection with the provision of Services hereunder, TokenEx shall comply with written instructions provided by Customer for processing and/or storage of Customer Data and privacy laws and regulations applicable to such processing. If a governmental authority or other authority claiming to have jurisdiction requests or requires that any Customer Data be disclosed, TokenEx shall as soon as practicable, if allowed by law, inform Customer of the request or requirement and cooperate with Customer in any defense Customer wishes to make to the request or requirement, at Customer's expense.

4.2 With respect to Customer Data subject to the California Consumer Privacy Act of 2018, as amended from time to time, TokenEx certifies that it understands and will comply with the following prohibitions:

(a) selling Customer Data;

(b) retaining, using, or disclosing Customer Data for any purpose other than for the specific purpose of performing Services, including retaining, using, or disclosing Customer Data for a commercial purpose other than providing Services; and

(c) retaining, using, or disclosing Customer Data outside of the direct business relationship between Customer and TokenEx.

5. **Use Restrictions.** Except as this Agreement expressly permits, Customer shall not, and shall not permit, directly or indirectly, another person or entity to (a) rent, lease, lend, sell, copy, distribute, publish, transfer, disclose or otherwise make the Services available to any third party; or (b) reverse engineer, disassemble, decompile, decode, modify or adapt any part of the Services, or otherwise attempt to derive or gain access to the Platform source code or other TokenEx intellectual property, in whole or in part.

6. **Background Checks.** TokenEx shall perform background checks on all employees, including, at a minimum: SSN verification (with trace), academic credentials (highest level of education earned or most recent place of attendance), employment history (all employers for the longer of last seven years or last three employers), Domestic Terror Watchlist and criminal history (all felonies, misdemeanors, convictions, current indictments, and time served for last seven years in all counties of residence).

7. **Customer Responsibilities.** Customer is responsible to select the Services appropriate for its business needs and for the accuracy, quality and content of all Customer Data. Customer is responsible to maintain sufficient safeguards designed to prevent access to or use of the Services other than by Customer and Authorized Users and to promptly notify TokenEx of any unauthorized access or use of the Services. Customer is responsible to log in to the TokenEx client portal to access messaging from TokenEx. Customer further agrees not to place production data within the TokenEx test environment. Customer shall use the Services in compliance with all applicable laws and regulations. Customer represents that it is in compliance with all applicable laws regarding this Agreement and that Customer and Authorized Users have a continuing obligation to maintain all necessary rights and consents to disclose Customer Data to TokenEx and to allow TokenEx to provide Services. Customer is responsible for any and all acts and omissions by any Authorized User. If any act or omission by an Authorized User would be a material breach of this Agreement if the same occurred by Customer, then such act or omission constitutes a material breach of this Agreement by Customer.

8. **Intellectual Property Rights.**

8.1 TokenEx represents that: (a) it has all necessary intellectual property rights to the Services and (b) to its best knowledge, the Services do not infringe upon any patent, copyright, or

other proprietary or intellectual property right of any third party or misappropriate any trade secret or proprietary right of any third party. Customer's exclusive remedies for failure of the representation provided in this subsection are Customer's indemnification and termination rights herein.

8.2 Except as otherwise expressly provided in this Agreement, TokenEx reserves and retains its entire right, title, and interest in and to all intellectual property rights (as that term is broadly defined) arising out of or relating to the Services and no Customer or Authorized User acquires or will claim any right, title or interest in intellectual property rights in or ownership of the Services.

8.3 Customer Data is owned by the Customer and TokenEx shall not acquire or claim any right, title, or interest in any Customer Data except solely as and to the extent necessary to perform the Services.

8.4 TokenEx may refer to Customer as one of TokenEx's customers and use Customer marks, logos and trade names as part of such reference provided TokenEx complies with any trademark usage requirements that Customer provides to TokenEx. Customer additionally agrees to participate in one or more case studies, subject to mutually agreeable content of any such study. Customer may withdraw consent under this subsection by sending an email to legal@tokenex.com.

9. Pricing and Payment.

9.1 Unless otherwise set forth in the Order, all Customer payments will be in U.S. dollars and are due within thirty (30) days of invoice or notice of fees due. If Customer provides credit card or similar account information for payment purposes, Customer authorizes TokenEx to charge such credit card or account for fees due under this Agreement.

9.2 Customer is responsible for all fees incurred by any Authorized User and responsible for payment for Services, free and clear, without setoff and without deduction or withholding for any applicable present or future Taxes. All fees for Services exclude Taxes. If any Taxes are levied or imposed, Customer agrees to pay the full amount of such Taxes, and such additional amounts as may be necessary so that every net payment of all amounts due hereunder, after withholding or deduction for or on account of any Taxes, is an amount equal to the sum that would have been payable by Customer if such deduction for Taxes had not been made. Customer agrees to furnish, within thirty (30) days after the date the payment of any Taxes is due, certified or other official copies of tax receipts evidencing such payment. Customer is responsible to indemnify TokenEx Indemnified Parties against any losses or costs related to any failure to deduct or withhold Taxes or related to any payment not being made on the due date for such Taxes. The obligations of Customer under this subsection survive termination or expiration of this Agreement.

9.3   Each party is responsible for (a) any personal property taxes on property it owns or leases, (b) employment taxes of its own employees (including any taxes related to the long-term assignment of an employee that results in additional tax liability for the employee or employer) and (c) taxes based on its net income or gross receipts.

10.   **Record Retention**. During the term of this Agreement and for a period of two (2) years thereafter, TokenEx shall retain records and supporting documentation sufficient to verify the (a) the fees and related financial matters under this Agreement (b) the Services and service levels; and (c) all other transactions, reports, and filings resulting from the performance hereof. Nothing in this section shall result in TokenEx providing pricing methodology or other similar proprietary information.

11.   **DISCLAIMER OF WARRANTIES.** TokenEx does not warrant, guarantee, or otherwise assume responsibility for any service offered by a third party that interfaces with TokenEx's Services provided hereunder. TokenEx Services are provided on an "AS IS" basis without warranty of any kind. **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TOKENEX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AND HEREBY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR INFRINGEMENT OR ANY WARRANTY FROM USAGE OF TRADE, COURSE OF PERFORMANCE OR COURSE OF DEALING.**

12.   **Mutual Representations and Warranties.** Each party represents and warrants to the other party that:

(a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization.

(b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights provided under the terms of this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

13.   **Mutual Indemnification.**

13.1   To the extent resulting from a breach by a party to this Agreement of any representation made in the execution or performance hereof, such party agrees to defend, indemnify and hold harmless applicable Indemnified Parties of the other party from and against any third-party Claim against the Indemnified Parties as a result of such breach.

13.2   A party seeking indemnity from the other party is required to provide prompt written notice to the other party and information, assistance and cooperation in defending against such Claim at the breaching party's sole cost and expense. Any of the Indemnified Parties may participate in the defense of any Claim at such party's own sole cost and expense. Settlement of a Claim against Indemnified Parties requires written consent of such Indemnified Parties which approval is not to be unreasonably withheld or delayed.

13.3   The right to indemnity provided for in this section is subject to the non-breaching party's written notice to the alleged breaching party of any known breach of the provisions hereof within ten (10) days of knowledge of breach and a reasonable time within which to correct the alleged breach and provide evidence of any such correction. Regarding a breach of nondisclosure provisions of this Agreement, the ten days' notice is not required as a condition of the indemnity obligation.

13.4   Any indemnification obligation based on infringement is reduced to the extent the infringement Claim results from (a) Customer Data; (b) modifications by Customer or a third party to the Services or a combination of the Services with any products or services not provided by TokenEx; (c) use of the Services by Customer or Authorized Users in violation of this Agreement or (d) a product or service not provided by TokenEx as opposed to its combination with the Services.

14.   **Mitigation.**

14.1   If any portion of Services is, or in TokenEx's opinion is likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party intellectual property right, or if Customer's use of any Services is enjoined or threatened to be enjoined, TokenEx shall, at its sole cost and expense and in its sole discretion:

(a) obtain the right for Customer and its Authorized Users to continue to use such Services to the full extent contemplated by this Agreement; or

(b) modify or replace the allegedly infringing portion of Services with a functional non-infringing equivalent, in which case such modifications or replacements will constitute part of Services; or

(c) if neither of the foregoing (a) or (b) is possible notwithstanding TokenEx's commercially reasonable efforts or is not economically feasible, then TokenEx may, by written notice to Customer, direct Customer and its Authorized Users to cease any and all use of the allegedly infringing portion of Services.

14.2   If TokenEx determines subsection (c) above is the appropriate solution:

(a) TokenEx shall credit to Customer a pro rata portion of all prepaid but unused amounts paid by Customer in respect of the allegedly infringing portion of Services and, if

applicable, any other portion of Services rendered materially unusable as intended due to such alleged infringement;

(b)   TokenEx shall make reasonable efforts to secure the right for Customer and its Authorized Users to continue using the allegedly infringing portion of Services for a transition period of up to three (3) months in an effort to allow Customer to replace the affected features of the Services without disruption; and

(c)   TokenEx may terminate this Agreement in whole or in part upon thirty (30) days' notice to Customer.

15.   **Limitation of Liability.** EXCEPT FOR NONDISCLOSURE AND INDEMNITY OBLIGATIONS HEREUNDER AND ACTS FOR WHICH APPLICABLE LAW DOES NOT ALLOW EXEMPTION FROM LIABILITY, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. NEITHER PARTY IS LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.   THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS FOR SERVICES RENDERED HEREUNDER.

16.   **Survival.** The following provisions survive any termination or expiration of this Agreement: sections 1, 5, 8, 11, 13, 15, 19, 21, 22, 23, 24, 25, 29, 30, this section 16 and any other right or obligation in this Agreement that, by its nature, should survive termination or expiration.

17.   **Further Assurances.** On a party's reasonable request and at its sole cost and expense, the other party agrees to execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

18.   **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19.   **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity, including without limitation, any Authorized User,

any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

20. **Insurance.** TokenEx will, at its expense, obtain and maintain insurance of a type and amount as may be reasonable to protect its interests and obligations incident to its performance hereunder. TokenEx will, within thirty (30) days of Customer's written request, provide Customer with a certificate of insurance evidencing such coverage, provided that the existence of such insurance will in no way expand TokenEx's liability hereunder.

21. **Return of Data/Notice.** Subject to receipt by TokenEx of all amounts owed by Customer, TokenEx shall, upon request, return or make available for return any Customer Data at the end of an Order term or upon termination of this Agreement if the request is received by TokenEx within thirty (30) days following the effective date of expiration or termination. Thereafter, TokenEx shall have no further legal or business obligation to maintain or provide any such Customer Data and all such Data shall be securely deleted from the Platform. A certification of such secure deletion/destruction will be provided upon Customer's request.

22. **Applicable Law**. In any dispute arising under this Agreement, the laws of the State of Delaware shall govern without regard to the choice of law rules of any jurisdiction, including Delaware. All Claims between the parties, including parent companies and subsidiaries, related to this Agreement will be litigated individually and Customer will not consolidate or seek class treatment for any claim with respect to Services.

23. **Arbitration.** Any controversy, dispute or claim arising out of, in connection with, or in relation to, the interpretation, performance or breach of this Agreement, including, without limitation, the validity, scope and enforceability of this Agreement, that is not first resolved by negotiation between the parties, shall be submitted to binding and final arbitration by a single arbitrator selected by the American Arbitration Association ("AAA") or, if applicable, the International Center for Dispute Resolution ("ICDR-AAA"), having experience in data security, and conducted pursuant to the rules of the AAA or ICDR-AAA, as applicable. Any such action or claim must be brought within two (2) years of the date the claim arose. The arbitrator is limited solely to awarding remedies that are permitted by this Agreement. Notwithstanding any other provision of this Agreement, the arbitrator shall award costs to the party that substantially prevails in any arbitration proceeding, including recovery of that party's reasonable attorney's fees, the arbitrator's fees, and all costs of litigation incurred by the prevailing party in connection with the arbitration. Nothing in this section shall restrict a party's right to seek injunction or other equitable relief in any court of competent jurisdiction prior to initiating arbitration.

24. **Nondisclosure.**

    24.1   Customer Data and any trade secrets, know-how or proprietary information, in any form, that the parties hereto exchange is confidential. Such confidential information is to be used strictly as necessary to perform a party's obligations under this Agreement and is not to be otherwise reproduced in whole or in part or, directly or indirectly, disclosed to any other

person or entity. All such confidential information shall be returned promptly upon demand of the discloser. Where performance under the terms of this Agreement necessitate sharing confidential information with a third party, the disclosing party is responsible to obtain from the third party an undertaking not less restrictive than set forth in this paragraph to preserve confidentiality. Notwithstanding the foregoing, neither the existence of this Agreement nor the fact that TokenEx provides Services to Customer is confidential information of either party.

24.2 TokenEx is responsible for the actions and inactions of its employees that have contact with or access to confidential information subject to this Agreement, and to monitor employees such that said information is continuously protected. Likewise, Customer is responsible for the actions and inactions of its Authorized Users that have contact with or access to confidential information subject to this Agreement, and to monitor those persons such that said information is continuously protected. Customer is solely responsible (a) for consequences of Customer's decision not to adopt best practices or comply with legal requirements regarding Customer Data and (b) to safeguard Authorized User authentication credentials in its possession or under its control and is responsible for activities that occur with respect to use of such authentication credentials. Each party is responsible to maintain sufficient safeguards designed to protect Customer Data and confidential information of the other party and in no event less stringent than the party uses to protect its own internal confidential information. Customer agrees to indemnify TokenEx Indemnified Parties against any third-party Claim arising from or related to its responsibilities herein including, without limitation, Authorized User actions or inactions resulting in unauthorized activity with regard to Customer Data or other confidential information subject to this Agreement.

24.3 It is expressly agreed that a remedy at law for breach of the obligations relating to confidential information is inadequate and that, in addition to any other remedies permitted by this Agreement, each party is entitled to injunctive relief to prevent the breach, threatened breach, or continued breach thereof.

25. **Notices.** Except as otherwise specifically set forth in this Agreement, all notices, demands, requests or other communications that are required to be given by any party hereto are to be in writing and personally delivered, mailed by first-class registered or certified mail (return receipt requested and postage prepaid), sent by courier, or sent by electronic mail (except notice of breach or of termination is not effective when sent solely electronically) and addressed as follows:

If to TokenEx:

TokenEx, Inc.
Attn: Legal Department
3825 Northwest 166 Street, Suite c1
Oklahoma City, OK 73012
legal@tokenex.com

<u>If to Customer</u>:

The address and contact information set forth on the Order.

Either party may change its notice information by providing written notice to the other of the updated information.

26. **Cooperation with Regulators.** TokenEx shall provide reasonable cooperation to Customer by providing service-specific information requested by Customer's regulators concerning the relationship between the parties, and by making any modifications to the Services and/or this Agreement required by such regulators. Such modification may result in additional cost to Customer and an amendment to this Agreement may be necessary. If either party determines that such modifications are impracticable or uneconomic, such party may terminate this Agreement. Termination of this Agreement pursuant to this section is not a termination for cause and termination under this section by TokenEx is subject to continuation of Services as more particularly described in the termination section of this Agreement.

27. **Non-Competition.** The parties agree that during the term hereof and for a period of one (1) year following the termination hereof, they shall not, directly or indirectly, solicit, recruit as an employee, independent contractor or advisor any person who was an employee or independent contractor of either of them during the term of this Agreement, or in any manner induce or attempt to induce any person who was an employee or independent contractor of either of them during the term of this Agreement to terminate his or her relationship with the other.

28. **Force Majeure.** Either party to this Agreement is temporarily excused from performance hereunder for failure to perform any of its obligations hereunder, except payment obligations, where such failure to perform occurs by reason of a Force Majeure Event. In the event of a Force Majeure Event, TokenEx's shall, if not prohibited by such Force Majeure event, execute its Disaster Recovery and Business Continuity Plans. TokenEx is obligated to perform and Customer is obligated to pay for only such services actually performed during any the Force Majeure Event. If either party is not able to perform its material obligations hereunder within forty-five (45) days after the Force Majeure Event has been resolved or removed, then the other party may immediately terminate this Agreement. Such termination, however, does not affect the rights or obligations of either party that have arisen or accrued prior to such termination. Termination of this Agreement pursuant to this section is not a termination for cause.

29. **Termination.**

    29.1 In addition to other termination rights herein, this Agreement may be terminated, in whole or in part, by written notice to the other party as follows:

    (a)   for material breach that remains uncured after thirty (30) days following receipt of the notice, which is required to include a detailed description of the alleged breach; or

(b)   immediately for breach of nondisclosure provisions herein, provided the notice references the allegedly breached contract provisions.

29.2   Customer is responsible to pay for all Services delivered by TokenEx prior to the effective date of termination. Termination of this Agreement also terminates all associated Orders. In the event of termination of this Agreement under subsection (c) above and as requested by Customer to facilitate the transfer of processing services, TokenEx shall continue to provide Services for a reasonable time, not to exceed six (6) months at the same pricing as is in effect at the time of termination and under the same terms as are in effect between the parties just prior to termination.

29.3   If termination is due to a Force Majeure Event, such Services will be provided to the extent of TokenEx's ability, as applicable, and as requested by Customer. Unless mutually agreed otherwise, the continuation of Services pursuant to this subsection will be provided for a reasonable time (but not to exceed six months), and at the applicable rates set forth in this Agreement or, if the applicable rates are not set forth in this Agreement, then at TokenEx's rates then in effect for like services as of the effective date of termination.
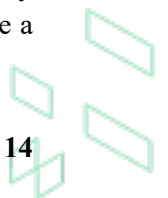
30.   GENERAL PROVISIONS

30.1   **Export Compliance**. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that neither Customer nor any Authorized User is named on any U.S. government denied-party list. Customer agrees not to permit any Authorized User to access or use any Service in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

30.2   **Assignment.** Neither party may assign or otherwise transfer their rights or obligations pursuant to this Agreement, or any of either party's rights or obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

30.3   **Severability.** In the event that any provision hereof is held invalid or unenforceable, such invalid or unenforceable provision shall not invalidate or affect the other provisions of this Agreement. The other provisions of this Agreement shall remain in effect and be construed as if the invalid or unenforceable provision were not a part hereof, provided that if the invalidation or unenforceability of such provision shall, in the opinion of either party, have an adverse material effect on such party's rights or obligations hereunder, then this Agreement may be terminated by such party upon thirty (30) days' written notice party to the other party.

30.4   **Waiver.** Failure by either party to enforce a provision of, or exercise a right under, this Agreement shall not be construed as a waiver of any such provision unless expressly authorized in writing by the waiving party. A failure to enforce a provision or exercise a

right that is not waived in writing shall not affect the validity of this Agreement, or any part thereof, or the right of either party at any time to enforce any provision of, or exercise any right under, this Agreement. Likewise, a waiver of a breach of any provision of this Agreement shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in this Agreement.

30.5   **Entire Agreement.** This Agreement, together with all documents incorporated by reference and evidencing transactions between the parties, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral, electronic or written. This Agreement may be modified by TokenEx, with notice made available to Customer via the TokenEx customer portal, and otherwise cannot be modified, changed or amended except in writing signed by a duly authorized representative of each party. Notwithstanding any obligation or right referenced as surviving expiration or termination of a nondisclosure agreement previously executed by the parties, any such nondisclosure agreement is superseded by the terms of this Agreement in entirety, with no surviving obligations or rights for either party. Each Order executed by Customer and TokenEx is incorporated herein by reference and is a part of this Agreement. Additional, supplementary or conflicting terms supplied by Customer including, without limitation, those contained on or incorporated in any purchase order are specifically and expressly rejected by TokenEx unless it has assented in writing to such terms.

30.6   **Governing Language.** The governing language for this Agreement and its related transactions, notices or other documents transmitted or delivered in connection with this Agreement and the negotiation and resolution of any dispute or other matter between the parties, is the English language. If there is any conflict between provisions referenced in the preceding sentence, the English version provisions prevail. Customer waives rights it may have under any state or country law to have provisions written in any language other than English. In transactions between the parties, a decimal point will be indicated by a period, not by a comma.

30.7   **Headings.** The headings hereof are for convenience of reference only and are not to be considered in the interpretation of this Agreement.

30.8   **Counterparts.** This Agreement and any associated Order or other contract document may be signed electronically and in one or more counterparts and, when signed by both parties, constitutes a single binding agreement.

IN WITNESS WHEREOF, Customer and TokenEx, each through its duly authorized representative, hereby agree to the provisions of this Agreement.

TokenEx, Inc.

By: _____

Name:

Title:

Customer:

By: _____

Name: _____

Title: _____