

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Master Agreement**”) is entered into on the date of the last signature of the Parties on the initial Order by and between Coinow, LLC, a Dubai limited liability company (“**Coinow**”), and the customer identified on the signature page hereto (“**Customer**”). This Master Agreement, including all exhibits, attachments, schedules, order forms and statements of work, if any, constitute the entire agreement between the Parties on this subject matter and are referred to collectively as the “**Agreement**”. Coinow and Customer are referred to in this Master Agreement each as a “**Party**” and collectively as the “**Parties**”.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. DEFINITIONS.

1.1. “Authorized User” means an employee, contractor, or agent of Customer who is authorized to use and access the Services.

1.2. “Customer Data” means content, information, materials, software, data, , or other information that is imported into, provided to, transmitted to or displayed in the Services by Customer, Customer’s Authorized Users, Customer’s customers, or third parties on behalf of Customer, including, but not limited to, “non-public personal information” as defined by the Gramm-Leach-Bliley Act (“**GLB**”) and its implementing regulations.

1.3. “Initial Term” means the first subscription term as described in the initial Order.

1.4. “Order” means any Order Form signed by the Parties that references this Master Agreement and lists the Services to be provided by Coinow and the fees to be paid by Customer.

1.5. “Platform” means the subscription-based software-as-a-service platform provided by Coinow, that includes, without limitation, any applications, upgrades, enhancements, new releases, integrations, and custom functionality built pursuant to any SOW.

1.6. “Professional Services” means the services: (i) as described in an applicable Statement of Work (“**Statement of Work**” or “**SOW**”) that may include, without limitation, training, implementation, data conversion, integrations, consulting services and custom modification to the Platform, and (ii) that are not included as part of the Coinow standard offering.

1.7. “Service(s)” means all of the services provided by Coinow listed in an Order, an applicable SOW, and this Master Agreement, including (i) subscription-based access to and use of the Platform over the Internet, (ii) the Professional Services, (iii) Support, (iv) implementation services, and (v) any other services agreed to between Coinow and Customer and set forth in the Order, an exhibit, addenda, or amendment to the Agreement.

1.8. “Support” means the level of general customer support that Coinow provides to all its customers and to Customer for the Services.

2. PLATFORM AND SERVICES.

2.1. During the Term, and subject to Customer’s payment of all applicable Fees (defined below), Coinow hereby grants Customer a limited, nonexclusive, nontransferable, non-sublicensable, revocable right to access and use the Platform solely for the purposes described in the Agreement (such as in an Order Form or SOW). Any access, use, or attempted access or use of the Platform other than as expressly permitted in the Agreement is a material breach of the Agreement. Coinow shall own and retain all right, title and interest in and to (a) the Services and the Platform, and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Professional Services, implementation services or support, and (c) all intellectual property rights related to any of the foregoing. Coinow reserves all other rights in the Platform.

2.2. Customer will not, nor permit any Authorized User or any unauthorized third party to, directly or indirectly: (i) reverse engineer, decompile, decipher, disassemble, copy or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, trade secrets, algorithms or Confidential Information relevant to the Platform or any software, documentation, data related to the Services; (ii) modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Coinow or authorized within the Services); (iii) reproduce, license, sell, rent, lease, outsource, sublicense, or use the Services for time sharing or service bureau purposes or otherwise for the benefit of a third party; (iv) remove any proprietary notices or labels; (v) use the Services (including by uploading Coinow Data, downloading or sharing other content or information, or emailing, calling, or communicating with others through the Services) in any manner that is harmful, infringing, threatening, abusive, tortious, harassing, defamatory, vulgar, obscene, libelous, invasive of another’s privacy or right of publicity, or otherwise violates the rights of another or does not comply with applicable law; (vi) interfere with or disrupt, disable, damage, impair, or overburden the Platform, including, without limitation, by transmitting viruses or other malicious code, aesthetic disruptions or distortions, or using the Platform to spam others; (vii) use or disclose Confidential Information relating to the Platform for use other than for the purposes in this Agreement or that is competitive with Coinow, and (viii) upload, gather, store, transmit, or take any action with any Customer Data (including, without limitation, personal information) to the Services that is not compliant with applicable law. Customer is solely responsible for the acts and omissions of its Authorized Users (including their use of the Services, Customer Data, Customer accounts and the Equipment), and for the actions of Customer’s customers, with or without Customer’s knowledge or consent. Customer may only permit Authorized Users to access the Services excepting parts of the Services that are intended by Coinow to be accessible to Customer’s customers.

2.3. Although Coinow has no obligation to monitor Customer's use of the Services, Coinow may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the Agreement.

2.4. Coinow may modify or update the Services from time to time without notice. Coinow will use commercially reasonable efforts to notify Coinow in advance if a change is material, other than those changes which enhance or extend any features or functionality of the Services.

2.5. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, mobile devices including tablets, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall notify Coinow immediately if Customer suspects or becomes aware of any unauthorized use of the Services or if an Authorized User's username or password is lost or stolen. Coinow shall not be responsible for any unauthorized access to Customer's, or its Authorized Users', account(s) as a result of violations of this paragraph. Customer and its Authorized Users will maintain the security and confidentiality of, and be responsible for maintaining their Equipment, usernames and passwords (including but not limited to administrative user passwords).

2.6. Customer acknowledges and agrees that Coinow will require Authorized Users to agree to the Platform terms of service and Coinow's privacy policy prior to accessing the Platform, which are incorporated herein by reference. Customer agrees that it shall not interfere with or otherwise obstruct any such process by Coinow. In the event of any conflict between the provisions of this Master Agreement and the provisions of the Platform terms of service or Coinow's privacy policy, the applicable provisions in this Master Agreement shall supersede and control.

2.7. Coinow's ability to implement and provide the Platform is dependent on Customer providing complete, accurate, up-to-date, and timely data, information, and other materials. Customer agrees to: cooperate and to reasonably assist Coinow in provision of the Services; to provide relevant data, information, and other materials to Coinow to enable Coinow to provide the Services; and to cause Customer personnel and third-party service providers to cooperate in accordance with this section 2.7.

3. CUSTOMER DATA.

3.1. Customer hereby grants Coinow a worldwide, limited, revocable, non-exclusive right and license to use and reproduce Customer Data for the purposes of providing the Services. Customer shall own all right, title and interest in and to the Customer Data.

3.2. Notwithstanding anything to the contrary in the Agreement, Coinow shall have the right to collect, analyze and retain data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Coinow will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Coinow offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.3. Customer further represents, covenants, and warrants that Customer has all rights, consents and approvals necessary to provide Coinow with any data, information, materials, drawings or other items that Customer, or Customer's customers, provides to Coinow (including through its use of the Services) under the Agreement (the "**Customer Materials**"), and Customer hereby permits Coinow to use such Customer Materials in connection with Coinow's provision of the Services. Customer hereby agrees to indemnify and hold harmless Coinow against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from: (i) violation or alleged violation of applicable law, (ii) the requirements in this paragraph, (iii) from Customer's use of Services, or (iv) in connection with Coinow's use of the Customer Materials as contemplated under this Agreement.

3.4. If Authorized Users choose to share Customer Data with third parties, Customer is solely responsible for that disclosure, and what any third parties do with Customer Data. Likewise, Customer is solely responsible for any actions such Authorized Users take with respect to Customer Data, including deleting or corrupting Customer Data. Customer acknowledges that Coinow is not responsible for the disclosure of Customer Data by Customer or its agents (including Authorized Users) to any third parties.

3.5. Subject to any of Coinow's compliance obligations per the Agreement, Customer is solely responsible for Customer Data, including the content, accuracy and integrity of Customer Data and for correcting errors and omissions in Customer Data. Customer acknowledges that Coinow has no obligation to monitor any information in the Services and that Coinow is not responsible for the accuracy, completeness, appropriateness, or legality of Customer Data or any other information or content Customer may be able to access using the Services. COINOW IS NOT LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY CUSTOMER'S FAILURE TO COMPLY WITH SECTION 3.4 OR THIS SECTION 3.5, IRRESPECTIVE OF ANY ACT OR OMISSION ON THE PART OF COINOW.

3.6. Customer further represents and warrants that Customer shall, in relation to any personal information shared with Coinow pursuant to this Agreement, provide all notices, obtain all consents and take all other steps required by applicable laws (including, without limitation, laws governing non-public personal information governed by GLB) in relation to Customer's collection, processing, sharing with Coinow and Coinow's use as contemplated by this Agreement of such personal information.

4. DATA SECURITY.

4.1. Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Authorized Users' (as well as Coinow's and its service providers') computer systems,

networks and any and all information stored therein. Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for the Services meet Customer's requirements, including all of its security obligations under applicable data protection laws and regulations. Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its personal information as well as the risks to individuals) the security practices and policies implemented by Coinow and its service providers provide a level of security appropriate to the risk with respect to its personal information.

4.2. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls, including without limitation, ensuring that: (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Customer's or Coinow's servers; and (iii) Customer Data is encrypted. Customer acknowledges that if Customer wishes to protect Customer Data when transmitting it to the Services, it is Customer's responsibility to use a secure encrypted connection.

4.3. Some Customer Data may be subject to governmental regulations or may require security measures beyond those provided by Coinow. Customer will not input or provide such Customer Data to Coinow unless the Parties have first agreed in writing to implement additional required security measures.

4.4. COINOW DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. COINOW SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS AUTHORIZED USERS' CONNECTION TO OR USE OF THE INTERNET, AND COINOW SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

5. PAYMENT.

5.1. Fees. Customer will pay Coinow the applicable fees described in the Order and SOW (if any) for the Services in accordance with the terms therein (the "**Fees**"). If Customer believes that Coinow has billed Customer incorrectly, in order to be eligible to receive an adjustment or credit Customer must contact Coinow no later than thirty (30) days after the date on the first billing statement in which the error or problem appeared. Inquiries must be in writing and sent to Coinow's customer support. Except as otherwise provided in this Agreement, Fees are non-refundable. Customer shall be fully responsible for any "charge back" issued by a financial institution on behalf of Customer's customers and in the event that Coinow is issued such a charge back, Customer shall fully reimburse for the charge back plus any fees and costs associated therewith.

5.2. Invoicing and Payment. Customer will provide Coinow with valid and updated payment information upon commencement of the Term. Customer authorizes Coinow to initiate ACH (or credit card, if applicable) payments for the Services pursuant to the payment interval specified in the Order (or annually, in advance, if no payment interval in the Order are specified) for the duration of the Initial Term, and thereafter, for the duration of any applicable Renewal Term (defined below).

5.3. Pricing Changes. Coinow may increase monthly subscription Fees at the commencement of the then applicable Renewal Term by up to 7%, or by a percentage equal to the Consumer Price Index, whichever is greater for which Coinow will provide at least 30 days advanced written notice.

5.4. Payment Requirements. Fees are due and payable, and commence on the Effective Date of the applicable Order (or on the day of receipt of an applicable invoice, whichever comes first). Customer is responsible for providing complete and accurate billing and contact information to Coinow and notifying Coinow of any changes to such information.

5.5. Penalties. For Fees (a) if such payment is not received by Coinow in the time frame indicated on the Order or SOW under net payment terms, or (b) for which Customer withdraws ACH (or credit card) payment approval and fails to provide an alternative method of payment if such payment is not received by Coinow in the time frame indicated on the Order or SOW under net payment terms (subsection (a) and (b) both defined as "**Overdue Fees**"), Coinow may pursue the remedies described in Section 8.3 of this Master Agreement without limiting any other rights and remedies provided by law. In addition to the foregoing, if Overdue Fees are not paid in accordance with the foregoing in this section, then: (a) interest accrues at the lesser of 1½% per month or the highest rate allowed by law on Overdue Fees, and (b) Customer shall reimburse Coinow for any expenses incurred, including interest, costs and reasonable attorneys' fees, incurred in collecting amounts due to Coinow hereunder. If, pursuant to section 8.3, Customer is required to pay Full-Term Fees, the penalties referenced in this section shall also apply to the Full-Term Fees.

5.6. Taxes. Coinow's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder.

6. CONFIDENTIALITY.

6.1. Confidential Information. As used herein, the term "**Confidential Information**" means all oral or written information, of whatever kind and in whatever form relating to either Party's business that includes, without limitation, legal and business affairs, financial and technical information, software, databases, interfaces, the terms of the Agreement, Order, or SOW, Coinow's pricing, Coinow customers, the Platform, materials provided through the Platform, applications, source code, training data, language model prompts, models, algorithms, systems of the

Platform, or any other information that should reasonably be interpreted as proprietary or confidential given the circumstances of disclosure, whether in tangible or intangible form, and whether or not marked as “confidential” that may be obtained from any source as a result of the Agreement together with all such other information designated by either Disclosing Party as confidential.

6.2. Disclosure. Each Party (the “**Receiving Party**”) agrees during the Term of the Agreement and thereafter for a period of three (3) years, that it and its officers, directors, employees, consultants, representatives and agents shall regard and keep any Confidential Information of the other Party (the “**Disclosing Party**”) in strict confidence, and shall not use, disclose or distribute any such Confidential Information to any third party person, firm or entity without the express written permission of the Disclosing Party or as permitted herein, provided that no disclosure or use of Confidential Information shall exceed the scope of this Agreement. A Receiving Party may disclose Confidential Information to an affiliate or professional adviser who has a need to know such information for the purposes of this Agreement, provided that the Receiving Party disclosing information to its affiliate or professional adviser shall be responsible for compliance by such persons with the requirements of this Section and shall ensure that such persons shall be subject to restrictions of confidentiality no less restrictive than required under this Agreement.

6.3. Exceptions. Notwithstanding the foregoing, a Party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party’s lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party without any obligation of confidentiality to the Disclosing Party; or (d) is independently developed by the Receiving Party without reference, or as a result of any access to the Disclosing Party’s Confidential Information. Further, notwithstanding Section 6.2, each Receiving Party may disclose the Disclosing Party’s Confidential Information as required to comply with any validly issued subpoena or order, provided that, if legally permissible, prior to compliance with any such order, such Receiving Party shall provide prompt prior written notice thereof to the Disclosing Party, and at the request and expense of the Disclosing Party, such Receiving Party will cooperate with the Disclosing Party to obtain a protective order. Further, pursuant to the preceding sentence, a Receiving Party shall disclose only the minimum amount of the Disclosing Party’s Confidential Information that it is legally required to furnish and, where appropriate, will exercise its best efforts to obtain written assurances that confidential treatment will be accorded to such Confidential Information.

6.4. Upon termination of the Agreement and/or upon Disclosing Party’s request, the Receiving Party agrees to, at the Disclosing Party’s election, destroy or surrender and deliver to the Disclosing Party all Confidential Information that has been provided to the Receiving Party and provide written certification of the same at the request of the Disclosing Party. Notwithstanding the foregoing and provided that the Receiving Party preserves the confidentiality of any Confidential Information retained, Receiving Party shall not be in breach of the Agreement should copies of the Confidential Information be automatically archived in its computer system back-up in accordance with Receiving Party’s security and/or disaster recovery procedures and destroyed in accordance with the Receiving Party’s internal procedures. Furthermore, the Receiving Party may retain Confidential Information as required by applicable law, legal obligation, or as otherwise provided for in this Agreement; provided, however, that the Receiving Party shall continue to be bound by confidentiality obligations of this Agreement for so long as it retains the Confidential Information.

6.5. This Section 6 shall survive the termination of this Agreement. In the case of a breach of the confidentiality provisions of this Section, the Parties hereby agree that their respective remedies at law may be inadequate, and consent to the Disclosing Party seeking equitable enforcement of their obligations under said Sections, by a court of appropriate equity jurisdiction hereunder (such as an injunction against threatened breach of this section 6 or continuation of such breach without proving actual damages).

7. TRADEMARKS AND MARKETING.

7.1. Customer hereby grants Coinow a non-exclusive, royalty-free, fully-paid, non-sublicensable (except to Coinow’s contractors performing services on its behalf) license during the Term to (i) use, copy, display and reproduce the Customer’s name, trademarks and logos (the “**Customer Marks**”), and (ii) use, transmit, reproduce, display, distribute and prepare derivative works of the content, materials or technology supplied by Customer to Coinow in connection with Coinow’s provision of the Platform or the Professional Services, in each case as necessary to provide the Platform and any Professional Services to Customer.

7.2. Customer grants Coinow a non-exclusive, royalty-free, perpetual license to use the Customer Marks to identify Customer as a customer of Coinow on promotional materials and Coinow’s website. Any use of the Customer Marks shall be in accordance with Customer’s standard trademark guidelines, if any such guidelines are provided to Coinow.

8. TERM AND TERMINATION

8.1. This Master Agreement shall continue in full force and effect for so long as a valid Order or SOW exists hereunder, unless earlier are terminated pursuant to its terms.

8.2. The Initial Term of the Agreement is specified in the Order. Thereafter, the Agreement will automatically renew for successive terms equal to the Initial Term (each a “**Renewal Term**”), unless either party notifies the other of its intent to not renew at least thirty (30) days prior to the end of the Term (the Initial Term and any Renewal Terms each a “**Term**”).

8.3. Either Party may terminate this Master Agreement if the other Party breaches or is in default of any material obligation hereunder, which breach or default has not been cured within thirty (30) calendar days after receipt of written notice of such default (or such additional cure period

as the non-breaching Party may authorize); provided, (a) if the breach is reasonably incapable of cure, then the non-breaching party may immediately terminate this Agreement, and (b) Overdue Fees must be cured three (3) days after delivery of notice. If Customer terminates for any other reason except for a material breach by Coinow, or Coinow terminates pursuant to a material breach by Customer, Coinow may, in its discretion do any or all of the following: (i) accelerate Customer's unpaid fee obligations for the balance of the applicable Term that are not yet due and payable ("**Full-Term Fees**") to become immediately due and payable, (ii) suspend Services (if Overdue Fees and Full-Term Fees are paid, then Coinow shall reinstate Services until the end of the Term for which Full-Term Fees are paid unless Customer is in material breach of the Agreement for a reason other than unpaid Overdue Fees), and (iii) terminate this Agreement without waiving the requirement for Customer to pay any Overdue Fees and Full-Term Fees. In no event will termination relieve Customer of its obligation for unpaid Fees payable to the Coinow for the period prior to a material breach. Such Fees are owed in addition to the Full-Term Fees.

8.4. In the event of any suspension of Services pursuant to section 8.3, Coinow will use commercially reasonable efforts to give Customer prior e-mail notice of suspension under this Section (except for suspension for payments pursuant to Section 5.4 for which notice will be provided 10 days in advance), and Services will resume once the non-compliance is resolved if the Agreement has not been terminated. Fees will continue to accrue and shall not be tolled during any suspension period. Coinow will not be liable to Customer or its Authorized Users for any loss, damage or inconvenience suffered as a result of any suspension, unless pursuant to a breach of warranty under Section 9.

8.5. Upon any termination pursuant to this section 8: (i) Coinow will stop providing the Services, (ii) Customer shall stop all access and use of the Services, (iii) Customer shall pay all unpaid Fees due and payable to Coinow (including, without limitation, Overdue Fees and Full-Term Fees), and (iv) Coinow will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Coinow may, but is not obligated to, delete stored Customer Data.

8.6. Termination or non-renewal of the Agreement will not affect the rights or obligations to the Parties for provisions: (1) expressly intended to survive termination, including without limitation, sections 1, 2.2, 3.2-3.6, 4.4, 5, 6, 7.2, and 8-13, and (2) if not listed herein, that by their nature would reasonably be expected to survive termination.

9. WARRANTIES AND DISCLAIMER.

9.1. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; (b) the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party, and constitute a valid and binding agreement of such Party; and (c) it has the full power, authority, and right to perform its obligations and grant the rights it grants hereunder.

9.2. Coinow shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Coinow or by third-party providers, or because of other causes beyond Coinow's reasonable control, but Coinow shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COINOW DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COINOW DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

10. INTELLECTUAL PROPERTY.

10.1. Customer acknowledges that, as between the Parties, Coinow owns and retains all right, title and interest in the Intellectual Property Rights in the Services (including, without limitation, the Platform, derivatives from the Platform, custom development for Customer to the Platform contemplated in any applicable SOW, and anonymized, aggregated or statistical information gathered from the Services). Unless otherwise contemplated in this Agreement, Customer owns and retains all right, title, and interest in the Intellectual Property Rights in Customer Data. "**Intellectual Property Rights**" means: (i) copyrights and other rights associated with works of authorship; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; and (v) all registrations, applications, renewals, extensions, continuations, divisions, or reissues now or in the future.

10.2. Customer agrees that Coinow (or others we authorize) may freely use, disclose, reproduce, license, distribute, or otherwise exploit in any manner any feedback, comments, or suggestions Customer provides to Coinow about the Services without any obligation to Customer, restriction of any kind (including on account of any Intellectual Property Rights), and without paying any compensation to Customer or any third party.

11. INDEMNIFICATION.

11.1. Customer hereby agrees to indemnify, defend, and hold harmless Coinow, and its respective officers, directors, agents and employees ("**Coinow Parties**"), from and against any liability, damage, loss, cost or expense, including but not limited to legal fees, costs and expenses ("**Losses**"), incurred by the given Coinow Party arising out of or related to any claim, action, suit, complaint or other proceeding (which are hereinafter collectively referred to as "**Claim(s)**") brought by a third party based in whole or in part upon any of the following: (a) any breach of any of the representations, warranties, obligations, terms, or conditions of this Agreement by Customer, its affiliates, its customers, Authorized

Users (if applicable) and their respective owners, directors, officers, representatives, agents, contractors, or personnel (collectively, “**Representatives**”); (b) the conduct of Customer or its Representatives, in performing actions or business pursuant to this Agreement; (c) the failure of Customer or its Representatives to comply with all applicable laws, regulations, guidelines or policies; (d) any act or omission of Customer or any of its Representatives arising, either directly or indirectly, under or pursuant to this Agreement; or (e) Customer, or its Authorized Users, or its Representatives: (i) did not collect or maintain personal information in accordance with all applicable privacy and data protection laws (“**Privacy Laws**”); (ii) transferred personal data to Coinow in violation of Privacy Laws; and/or (iii) failed to provide notices to, and/or receive consents from the individual subjects of such personal information necessary in the treatment or the transfer of such personal information to or from Coinow or any third party, and the use and processing described herein, and in Coinow’s Privacy Policy, as updated from time to time.

11.2. Coinow agrees to indemnify, defend, and hold harmless Customer, and its officers, directors, agents and employees, from and against any and all Claims brought by a third party alleging that the Platform violates, infringes, or misappropriates the patent, copyright, trademark, or other intellectual property rights of any third-party. In the event such a Claim arises, and notwithstanding anything to the contrary herein, Customer’s sole remedy shall be for Coinow to, in Coinow’s reasonable discretion: (i) obtain rights for Customer to continue to use the Platform; (ii) replace or modify the Platform so that it is no longer infringing, and provides the same material functionality to Customer; or (iii) terminate this Agreement and provide Customer a pro rata refund of prepaid Fees.

11.3. When seeking indemnification, the indemnified Party shall: (a) promptly notify the indemnifying Party in writing of the claim, suit, or proceeding for which indemnification is sought, (b) upon indemnifying Party’s request, permit the indemnifying Party to control the defense and settlement negotiations of the claim, suit or proceeding, (c) cooperate with the indemnifying Party as reasonably requested to assist in the defense and/or settlement of the claim, suit or proceeding, and (d) have the right to provide for its own separate defense at its own expense. Notwithstanding the foregoing, the failure to give notice to the indemnifying Party within a reasonable time of the commencement of any Claim under this Section will not relieve the indemnifying Party of any liability to the indemnified Party under this Section unless such failure materially prejudices the indemnifying Party’s ability to defend such Claim.

12. LIMITATION OF LIABILITY.

12.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, OR ITS GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, COINOW AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (B) FOR ANY MATTER BEYOND COINOW’S REASONABLE CONTROL; OR (C) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COINOW FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COINOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. GENERAL PROVISIONS.

13.1. Assignment. Neither Party hereto may assign its rights, duties or obligations under this Master Agreement, in whole or in part, to any other person or entity without the prior written consent of the other Party such consent not to be unreasonably withheld. Notwithstanding the foregoing, Coinow may assign this Agreement, in whole but not in part, in connection with the sale of all or substantially all of its assets or a change in control pursuant to a merger, acquisition, stock sale, reorganization, bankruptcy, or by operation of law, without the consent of Customer. Nothing in this Master Agreement shall create any rights in any third-party beneficiaries, and neither Party has any obligation to any third party by virtue of this Master Agreement. Any impermissible assignment shall be null and void. This Master Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successor sand assigns.

13.2. Remedies Cumulative. No remedy herein conferred is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity.

13.3. Non-Waiver. Neither the failure, nor any delay on the part of either Party to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any other right, remedy, power or privilege nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

13.4. Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of such Party. Such acts include, but are not limited to, acts of God, riots, acts of war, pandemics, epidemics, denial of service attacks, governmental regulations superimposed after the fact, fire, earthquakes or other disasters. In the event that either Party is unable to perform any of its obligations under this Master Agreement or to enjoy any of its benefits because of such acts, the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended and the Agreement tolled until the affected Party can reasonably be expected to resume performance.

13.5. Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the California without giving effect to conflict of laws provisions. All disputes and/or

legal proceedings related to this Master Agreement shall be brought and maintained exclusively in federal or state courts located in Santa Clara County, California, and the parties agree to personal jurisdiction and convenient forum therein.

13.6. Dispute Resolution and Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration at a JAMS Resolution Center in Santa Clara County, California before one arbitrator who is a lawyer with 10 years of active practice in computer technology. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Judgment upon the award rendered in any such arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of such jurisdiction may require or allow.

13.7. Attorney's fees. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing Party will be entitled to reasonable fees of attorneys and related costs and expenses in addition to any other relief to which such prevailing Party may be entitled.

13.8. Notices. Except as otherwise expressly set forth in this Master Agreement, all notices given to the Parties under the Agreement will be in writing and will be given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile or e-mail with electronic confirmation, or personal delivery, if to Customer at the address indicated on the applicable Order, and if to Coinow at: [INSERT ADDRESS]with email copy to legal@Coinow.io .

13.9. Headings. The headings used herein are for convenience only and do not constitute matters to be construed in interpreting this Master Agreement.

13.10. Severability. All clauses of this Master Agreement are distinct and severable and if any clause shall be deemed illegal or unenforceable for any reason, it shall not affect the legality or enforceability of any other clause of this Master Agreement.

13.11. Counterparts. This Master Agreement may be executed and delivered in counterpart, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

13.12. Entire Agreement. All prior agreements, representations, statements, negotiations and understandings between the Parties are superseded hereby (including, without limitation, any confidentiality or non-disclosure agreements). Each Order and SOW shall be subject to this Master Agreement and any conflicting terms on any pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect. To the extent the provisions of this Master Agreement conflict with an Order or SOW, this Master Agreement shall control, except where the Order or SOW expressly states the intent to supersede all or part of this Master Agreement.

13.13. Amendment. This Master Agreement may not be amended or modified except in writing signed by both Parties; provided, and notwithstanding anything to the contrary herein, Coinow may modify the terms of this Master Agreement to the extent that such modification is not unconscionable or unreasonable.

13.14. Independent Contractors. The Parties are independent contractors. Neither Party will be deemed to be an employee, agent, partner, joint venturer, or legal representative of the other for any purpose, and neither will have any right, power, or authority to create any obligation or responsibility on behalf of the other.

13.15. Third Party Beneficiaries. There are no express or implied third-party beneficiaries under this Agreement.