

**BLOCKVERSE SOLUTIONS SL**, a company incorporated in Spain with registration number B87959615 and whose registered office is at C/ Hermosilla 48, 28001 Madrid and, (hereinafter “Blockverse”) and,

The Company YOU are representing, with the following details given (Company Name, Registration Number and Registered office) hereinafter the “Client”;

Hereinafter each referred to as a “Party”, and together as “Parties”

## WHEREAS

- I. The Parties want to create a commercial relation for the use of a blockchain network and its application(s), interface(s) or related products (hereinafter collectively referred as the “**Application**” or “**Blockverse Network**”). Such Blockverse Network has the technical features specified on docs.blockverse.com, by means of this features Blockverse Network provides its main functionalities, which are the recording of traffic between affiliates and operators and the provision of traffic analysis tools.
- II. In order to conduct their mentioned commercial relationships, the Parties establish their legal rights and obligations in relation to the Application in the present contract (hereinafter the “**Contract**” or “**Agreement**”) in the way prescribed in the following

## CLAUSES

### 1. SCOPE

1.1 The Parties hereby regulate their legal relationship in which Client is licensed by Blockverse to use Blockverse Network.

1.2 If not specified otherwise, all the clauses written in this Contract apply indistinctly to all account types: Demo Account, Trial Account and Live Account.

### 2. TECHNICAL INTEGRATION

2.1. Prior to the use of the Application by Client, it may be deemed necessary to integrate, install and deploy Application in Client’s technical systems, which may require the relevant technical assistance of Client.

2.2. The technical integration may imply, if deemed necessary, a series of proofs that will be carried out during the abovementioned term of integration, in order to assess the suitability of the Application and its adaptation to Client’s technical systems.

### 3. LICENSE

3.1 Blockverse grants Client a non-exclusive, non-assignable, non-transferable license to use Blockverse Network solely for Client’s individual use of Blockverse Network and to the extent and for the purposes set out below and subject to the terms and conditions of the Agreement.

Unless otherwise expressed, nothing in this Contract entitles Client or any third party to use, copy, store or distribute Blockverse Network for any other use except as separately licensed by Blockverse Network.

3.2 Any data stored in Blockverse Network will be protected by copyrights, database rights and trademarks owned by Blockverse. Blockverse grants Client a non-exclusive, non-assignable, non-transferable license to use data solely for Client’s individual use of Blockverse Network.

Client will not use, publish or redistribute data for any other purpose. The foregoing right to use data will terminate automatically upon the expiry or termination of Contract. However, the historical data recorded by Client before the termination will be rendered to Client upon such termination entries into force in the technical format that Blockverse deems convenient according to the business practices.

3.3 The license granted in this clause will imply the charge to Client of the fees regulated in Annex I of this Contract.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

4.1 Client acknowledges that, as between the parties, all intellectual property rights in Blockverse Network are owned by Blockverse. Consequently, Client shall not modify, disassemble, copy, reverse-engineer or decompile the software of Blockverse Network nor separate any part of it.

4.2 If Client provides or communicate any suggestions for improvements to the Application (collectively, “**Feedback**”), Blockverse will be entitled to use the Feedback without restriction, attribution or any obligation of compensation to Client. Client hereby irrevocably assigns all right, title an interest in and to the Feedback to Blockverse.

#### **5. MARKETING**

##### **5.1 Client Marketing Materials.**

(a) Unless otherwise specifically limited or prohibited by Blockverse in writing, Blockverse grants Client the right to use the Blockverse brand in marketing materials, press releases, sales literature, print collateral, and/or Client web pages (“**Client Marketing Materials**”).

(b) Prior to any use, Client will submit to Blockverse samples of any Client Marketing Materials using the Blockverse brand for Blockverse’s approval. If, within 7 business days from the date of receipt of such samples, Blockverse disapproves of any use of the Blockverse brand by Client, Client shall amend the use of the Blockverse brands as requested by Blockverse. Client Marketing Materials substantially identical to materials that have been previously reviewed do not require another such submission. Any goodwill or reputation generated by the use of the Blockverse brand shall inure to the benefit of, and automatically vest in, Blockverse.

(c) Client may not use the Blockverse logo or any other Blockverse brand unless the parties agree otherwise in writing.

##### **5.2 Blockverse Marketing Materials.**

(a) Client grants Blockverse the right to use the Client brands, company information related to the use of Application and descriptions provided by Client in marketing materials, press releases, sales literature, print collateral, and/or Blockverse web pages (“**Blockverse Marketing Materials**”).

(b) Prior to any use, Blockverse will submit to Client samples of any Blockverse Marketing Materials using the Client brands for Client’s approval. Blockverse will use the Client brands in accordance with any branding guidelines provided by Client in advance. If within 7 business days from the date of receipt of such samples, Client disapproves of any use of the Client brands by Blockverse, Blockverse shall amend the use of the Client brands as requested by Client. Blockverse Marketing Materials substantially identical to materials that have been previously reviewed do not require another such submission. Any goodwill or reputation generated by the use of the Client brands shall inure to the benefit of, and automatically vest in Client.

## **6. SUPPORT, CHANGES, AND UPDATES**

6.1. To assist in resolving technical problems with the Application, Blockverse provides telephone and/or online access to its helpdesk, or may provide self-help tools. Client will provide Blockverse with reasonable assistance and prompt access to Client's systems or its site. In providing support on Client's premises, Blockverse will comply with Client's reasonable security, health and safety, and confidentiality procedures that are provided to Blockverse in advance in writing. Technical problems will be resolved as provided in Annex II.

6.2. Blockverse may seek Client's consent to install software agents on Client's systems to provide support or access to Application related software remotely. If Client withholds consent and Blockverse provides alternative support or access, additional charges may apply

6.3. If Blockverse elects to provide support for any of the following, then additional Charges may apply: (a) issues caused by Client or any third party information or materials; (b) any services, or any versions of services, that Blockverse has advised Client are unsupported; (c) issues caused by Client's failure to follow Blockverse instructions or specifications; (d) services not located in or conforming to the operating environment specified in the Contract; (e) issues caused by accidents, modifications, support, relocation or misuse of the Application not attributable to Blockverse; or (f) Client's networking or operating environment.

6.4 Blockverse reserves the right to obsolete any version or portion of the Application on at least 6 months' prior written notice. Blockverse is not obliged to provide support for any obsolete release or software product at the end of such time periods.

6.5 Blockverse will provide Client with prior written notice of any upgrades, updates, patches or enhancements of the Application (collectively, "**Updates**") and the nature of such Updates. Any Updates are deemed to be part of the Application for the purpose of this Contract.

## **7. LIABILITY AND INDEMNITY**

7.1 Client will not make any admission or take steps to settle any claim related to Application without Blockverse's prior written approval. Blockverse may participate, at its expense, in the defence of any such claims through legal counsel of its choice. Furthermore, Client shall (a) provide Blockverse with prompt notice of the details of the claim and, if Blockverse requests it, the control of the claim; (b) co-operate in the defense or prosecution of the claim.

7.2 Each party's aggregate liability to the other in any calendar year for damages (in contract, tort including negligence or otherwise) arising out of or in connection with the Contract will not exceed the Fees payable by Client to Blockverse for the Application which forms the basis for the claim(s) during the 12 month period immediately preceding the incident (or the first incident in a series) giving rise to any claim for those damages.

7.3 Neither party will be liable for any: (a) indirect, incidental, punitive, special or consequential damages arising out of or in connection with the Agreement; (b) loss of data; or (c) loss of profits and lucro cesante (except with respect to the Charges); even if such damages or losses in (a)-(c) could have been foreseen or prevented.

7.4. Force Majeure. Neither party will be liable for any damages or failure to perform its obligations under the Agreement due to circumstances beyond its reasonable control. If such circumstances cause material deficiencies in the Application and continue for more than 30 days, either party may terminate the Agreement upon notice to the other party.

## **8. DISCLAIMERS**

8.1. All warranties, conditions and other terms implied by statute or common law including, without limitation, warranties or other terms as to suitability, merchantability, satisfactory quality

and fitness for a particular purpose, are excluded to the maximum extent permitted by applicable law. Unless expressly provided, the services and functionalities of the Application are delivered “as is” without warranty of any kind. Blockverse does not warrant or represent that the services or functionalities of the Application (or data, information or material supplied by Blockverse) will be delivered free of any inaccuracies, interruptions, delays, omissions or errors (“Faults”), or that all Faults will be corrected. Blockverse shall not be liable for any damages resulting from any such Faults, in this sense Blockverse will perform its best efforts to solve these Faults. Client assumes sole responsibility and entire risk as to the suitability and results obtained from use of the Application, and any decisions made or actions taken based on the information contained in or generated by the Application. Client is solely responsible for the preparation, content, accuracy and review of any documents, data, or output prepared or resulting from the use of the Application. In no event shall Blockverse be liable for any penalties, interest or taxes assessed by any governmental or regulatory authority.

8.2. Client understands that Blockverse Network does not provide any kind of professional advice. Likewise, Blockverse is not responsible for any damages resulting from any decisions of Client, or anybody accessing the services of the Application through Client, that are made in reliance on the Application, including legal, compliance and/or risk management decisions. Client agrees that it uses the Application at its own risk in these respects.

## **9. CONFIDENTIALITY**

9.1 Confidential Information means any information at any time and from time to time supplied by a Party (the disclosing Party) to the other party (the receiving Party) in whatever form (written, visual, electronic, or in any other form) in connection with the Agreement and the services regulated in the Agreement (including, in this regard services related to the use of the Application)

9.2. The receiving Party will hold the disclosing Party’s Confidential Information in confidence and will not disclose any part of it to any third Party except for those third parties who are acting on behalf of the receiving party and are bound by, or are otherwise protected by legal privilege or confidentiality and non-disclosure commitments substantially similar to those contained in this Agreement. If a receiving party is legally compelled to disclose the disclosing Party’s confidential information, the Receiving Party shall (a) provide prompt notice (if legally permissible) to the disclosing Party so that the disclosing party can seek a protective order or other appropriate remedy, and (b) limit any such disclosure to the extent of the legal requirement and the disclosed information will remain Confidential Information despite such disclosure.

9.3. These obligations of confidentiality do not apply to information which: (a) is or becomes (through no act or omission of the receiving party), generally available to the public; (b) becomes known to the receiving Party or any of its affiliates on a non-confidential basis through a third Party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the Receiving Party or any of its affiliates prior to such disclosure; (d) is independently developed by the receiving Party or any of its affiliates; or (e) the disclosing Party agrees is not confidential or may be disclosed, to the extent of that consent.

## **10. DATA PRIVACY**

10.1 The parties will at all times process personal data in accordance with applicable laws and regulations governing the processing of such personal data. Client confirms that any personal data that it discloses to Blockverse is disclosed in accordance with the laws and regulations applicable to Client.

10.2. The parties shall use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding.

10.3. In no event shall the Client include personal data in the Application. The Client will deploy all the technical and organisational efforts in order to avoid the breach of this clause, however in case of breach, Client will give prompt notice to Blockverse. Client will be solely responsible for any sanction or legal liability that may arise in case of any inclusion of personal data in the Application by Client. In this sense, the limit regulated in clause 8.3 will not be applicable to Client in the event of any breach of the present clause.

10.4 The Parties hereby agree that the personal data relating to their representatives and contact people who are specified in the Agreement and annexes (hereinafter 'Personal Data of Representatives') will be included in each Party's systems for the purposes of the Agreement. The Parties agree to keep Personal Data of Representatives confidential and take the necessary measures to prevent it from being altered, lost or accessed by unauthorised third parties, and to keep said data for the duration of the contractual relationship and thereafter, whilst any liability may arise from that relation.

The Parties acknowledge that the Personal Data of Representatives will not be transferred to third parties who do not belong to their respective business group. In the case of Personal Data of Representatives transfer between companies of their business group, the Parties acknowledge that this transfer is for the sole purpose of maintaining the legal relationship that arises once this Agreement has been signed and enforced. The Parties acknowledge that no international data transfer will take place. If this is necessary, the Parties undertake to inform the Personal Data of Representatives holders of such an international data transfer in all respects and to receive their prior consent where necessary.

Both Parties undertake to inform anyone whose Personal Data of Representatives is disclosed to the other party upon signing the Agreement and annexes about their rights to access, rectification, erasure, objection, restriction and portability against each Party. Pursuant to the General Data Protection Regulations, they can exercise these rights by sending a letter addressed by e-mail to [gdp@blockverse.com](mailto:gdp@blockverse.com) Any claim can be also referred to the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).

The Parties acknowledge that at the date of signing the Agreement, it is not expected that any of the Parties provides the processing of personal data on behalf of the other Party. If this is necessary for the purpose of the Agreement, both Parties undertake to sign a Data Processor Agreement in accordance with legislation in force and to attach it as an Annex hereto.

## **11. TERM AND TERMINATION**

11.1 Unless terminated earlier in accordance herewith, this Contract commences on the signing date and will remain in force for 1 year and shall renew for successive periods of 6 months, unless terminated by either party with 30 days notice, delivered prior to, and not effective before, the expiration of the then current term.

However, Client will have a first free month trial, which will begin at the date of signing of this Agreement. At the end of such trial month, Client will be able to terminate this Agreement without any additional charge or fee, on condition that such termination is notified to Blockverse with a written prior notice of at least 3 working days.

11.2 Termination for Breach. Either party may terminate this Contract on written notice if the other party materially breaches any of its obligations under this Contract or, if the breach is capable of remedy, the breaching Party fails to remedy such breach within in 30 days.

11.3 Obligations upon Termination. Upon termination of this Contract, Client will promptly return or destroy all originals and copies of the Application including all related documentation. Upon termination of this Contract Client shall remove or procure the removal of all software

interface(s) related to Application. Client will certify in writing that it has performed the foregoing obligations. Furthermore, upon the termination of this Agreement by any cause.

11.4 Clauses 5,8,9,10, and 11, along with any others that by their nature should survive, shall survive termination.

## **12. AUDIT**

12.1. Blockverse has the right (by itself or through its representatives) to audit Client, on at least 10 business days' notice and during normal business hours, to verify whether Client is complying with the Agreement. Blockverse will not audit more than once in every 12 months per Client location, unless (i) Blockverse has cause to suspect, or an audit reveals, that Client is non-compliant, or

12.2. If the audit reveals that Client has breached the Agreement, Client will pay (a) any underpaid charges with respect to any period of non-compliance, and (b) the costs of undertaking the audit if Client has underpaid the charges by more than 5% or where such costs are imposed on Blockverse.

## **13. MISCELLANEOUS**

13.1. Notices. All notices under the Agreement must be in writing and sent by email or registered mail, courier, fax.

13.2. Choice of Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the Kingdom of Spain. Both parties consent to the non-exclusive jurisdiction of the Courts of the City of Madrid, Kingdom of Spain.

13.3. Assignment. Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause shall be null and void.

13.4. If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

13.5. If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

13.6. The Agreement contains the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representations made by the other party that are not expressed in the Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be approved by their duly authorized representatives and executed, with the intention of becoming legally bound hereby.

BLOCKVERSE SOLUTIONS, S.L.

Title: CEO

I hereby accept the terms of service

**Client**

Title: Representative

I hereby accept the terms of service

## **ANNEX I**

### **FEES AND CHARGES**

#### **ONLY FOR TRIAL AND LIVE ACCOUNT**

##### **1. Monthly License Fees**

Trackers are Blockverse's recording mechanism to allocate tracking parameters to the traffic/clicks coming from affiliates and the related information of such traffic, as provided in the technical features specified on [docs.blockverse.com](https://docs.blockverse.com),

According to such recording mechanism, during the first year of the term of the Contract fees will be the following:

BASIC PACKAGE – 275€/month – Up to 10.000 Trackers

ADVANCED PACKAGE – 575€/month – Up to 30.000 Trackers

PREMIUM PACKAGE – 975€/month – Up to 50.000 Trackers

However, during the first 30 days after the signing of this Agreement, Client will have a free trial month in which Client will have the right to access to 10.000 trackers without any charge or fee. Consequently, according to the traffic, prior to the end of the first month of trial, Client will choose one of the previous packages.

The election of such fee shall be notified to Blockverse in written notice of at least 5 working days before the end of such free trial month.

Upon the end of the first trial month and during the term of the Agreement, Client will be able to change its package fee by providing to Blockverse prior written notice of at least 5 working days before the end of the relevant month.

##### **2. Payment**

Client shall pay the monthly fee in order to use the platform for the whole month. Therefore, each monthly fee shall be paid by Client during the first five business days of their corresponding month.

The payment details will be shared with Client via email.



## **ANNEX II**

### **Service License Agreement (SLA) ONLY FOR TRIAL AND LIVE ACCOUNT**

#### **General**

As provided in Clause 7 of the Agreement, the purpose of this Agreement is to regulate the provision of technical support to Client.

This SLA will be applicable upon the final integration and the normal use of the Application by Client.

#### **Service Scope**

The following Services are covered by this Agreement;

- Manned telephone support
- Monitored email support
- Monthly system health check

#### **Software updates and releases**

Blockverse will provide upgrades of the Software to the Client. Client shall be obliged to accept any such upgrades issued by Blockverse. Blockverse will inform the Client in proper time about any upgrades as mentioned before. For this purpose, a “proper time” shall be as soon as possible, in respect of any emergency upgrade to correct any fault, and in all other cases, not less than 15 fifteen days prior to implementation.

In no event shall the launching of a new service or product of the Application be considered as an upgrade.

#### **Service Window**

Client shall request any support service by email to the following email account:

support@blockverse.com

Blockverse will respond to service related incidents and/or requests submitted by Client within the following time frames:

- 0-8 hours (during business hours) for issues classified as **High** priority. A High priority issue will be an issue of such nature that would not enable the Client to use the Application in any case.
- Within 48 hours for issues classified as **Medium** priority. A Medium priority issue will be an issue of such nature that would enable the Client to use the Application but without any of its key functionalities or with a low-quality performance
- Within 5 working days for issues classified as **Low** priority. A Low priority issue will be an issue of such nature that would cause small errors that would not alter the performance or the key functionalities of the Application.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

### **Service availability**

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday
  - Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service
- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday
  - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day