

## Subscription Services Agreement

This Subscription Services Agreement (“Agreement”) is entered into as of the date of the last party to sign below (“Effective Date”) between Government Blockchain Association (GBA) serving as an agent to Ezotech Inc., Inc. (“EzoTech Inc.”), together referred to as “Service Providers”, and the entity which has executed this Agreement as identified in the signature block below (“Customer”), together hereinafter referred to as “Parties”. Capitalized terms not defined elsewhere in this Agreement shall have the meaning given to them in the Definitions section below. The Parties hereby agree as follows:

### Definitions:

“**Affiliates**” means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this Agreement, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party, for as long as such control exists.

“**Confidential Information**” means, except as set forth in the following paragraph: (a) Customer Data; (b) the terms of this Agreement and (c) any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of the disclosing party to the receiving party for purposes arising out of or in connection with this Agreement, that: (i) in the case of information in tangible form, is marked “confidential” or “proprietary;” (ii) in the case of information disclosed orally, visually or any other intangible form, is designated confidential or proprietary at the time of disclosure, and if disclosed orally, is summarized in reasonable detail in a writing delivered to the receiving party within ten (10) days following disclosure; (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and (iv) will include any reproduction of such information in any form or medium, or any part of such information.

Notwithstanding the foregoing, the following shall not be Confidential Information: (1) information that was in the public domain at the time of its disclosure, or which becomes public domain property through no fault of the receiving party; (2) information that was rightfully in the receiving party’s possession without restriction prior to disclosure; (3) information that was rightfully disclosed to the receiving party by a third party without restriction (4) information that was independently developed by employees and/or contractors of the receiving party who did not have access to and without use of or reference to the disclosing party’s Confidential Information; (5) is approved for release or disclosure by the disclosing Party without restriction. and (6) anonymized or aggregate data collected or generated by EzoTech Inc. or on behalf of EzoTech Inc. regarding EzoTech Inc.’s products and services (for purposes of providing or improving EzoTech Inc. products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other purposes) that does not contain any personal information and other Customer-specific information. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or to establish a Party’s rights under this Agreement, including to make such court filings as it may be required to do. Customer also acknowledges and agrees that EzoTech Inc. may freely use any comments, ideas and/or error reports provided by Customer or Affiliates to EzoTech Inc. that relate to the Services.

“**Customer Data**” means all electronic data or information submitted to and stored in the Service by Users.

“**Electronic Communications**” means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.

“**Estimate/Order Form**” means a GBA estimate, renewal notification or order form for EzoTech Inc. in the name of and executed by Customer or its Affiliate and accepted by Service Providers which specifies the Service to be provided by EzoTech Inc. subject to the terms of this Agreement.

“**Help Documentation**” means the online English language help center documentation describing the Service features, including User Guides which may be updated from time to time.

“**Maintenance Services**” means the supplemental, nonfee-based Updates and Upgrades to be provided to Customer for the Service as necessary, determined in the sole discretion of EzoTech Inc.

“**Service**” means, collectively, the Tanuki Penetration Testing Service (the “Tanuki Penetration Testing Service”) and any optionally procured module procured by Customer from EzoTech Inc. in the Estimate/Order Form and any subsequent Estimate/Order Form from time to time, including associated offline components, but excluding Third Party Applications, Support Services and Maintenance Services.

“**Support Services**” means the supplemental, non fee-based technical support services to be provided to Customer for the Service pursuant to the terms for Support Services, found at [www.gbaglobal.org](http://www.gbaglobal.org) or [www.EzoTech.net](http://www.EzoTech.net), or such other URL as specified by GBA or EzoTech Inc.

“**Third Party Applications**” means applications, integrations, services, or implementation, customization and other consulting services related thereto, provided by a party other than EzoTech Inc., as further described in Section 6.5 (“Third Party Applications”) that interoperate with the Service.

**“URL Terms”** means the terms with which Customer must comply, which are located at a URL, referenced in this Agreement and are hereby incorporated by reference.

**“Users”** means individuals who are authorized by Customer or its Affiliate to use the Service pursuant to this Agreement or as otherwise defined, restricted or limited in an Estimate/Order Form or amendment to this Agreement, for whom subscriptions to a Service have been procured. Users include but are not limited to Customer’s and Customer’s Affiliates’ employees, consultants, contractors and agents.

**“User Guides”** mean the online English language user guides for the Service, accessible via login at [www.EzoTech.net](http://www.EzoTech.net), as updated from time to time. Customer acknowledges that it has had the opportunity to review the User Guides through a free trial account made available by EzoTech Inc.

**“Updates”** means software releases that either remedy deficiencies in the Service or improve operating performance of the Service without altering its basic functionality or adding new functionality.

**“Upgrades”** shall mean subsequent releases of the Service that (i) improve performance, (ii) operate on new or other databases, operating systems, or client or server platforms, or (iii) add new foreign language capabilities; and major version releases.

**1. Subscription Service.** Subject to the terms and conditions of this Agreement and during the Term, Service Providers shall make the Service available to Customer to be used by Customer’s and its Affiliates’ Users solely for the internal business operations of Customer or such Affiliate (as the case may be). The terms of this Agreement shall also apply to updates and upgrades subsequently provided by EzoTech Inc. to Customer for the Service. EzoTech Inc. shall host the Service and may update the functionality, user interface, usability and other user documentation, training and educational information of, and relating to the Service from time to time in its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve the Service and customers’ use of the Service.

**2. Estimates/Order Forms.** The Service shall be ordered by Customer or its Affiliates pursuant to Estimates/Order Forms. Except as otherwise provided on the Estimate/Order Form or this Agreement, each Estimate/Order Form is non-cancellable and shall be subject to the terms and conditions of this Agreement. For any order by Customer’s Affiliate, the term “Customer” shall refer to Customer and such Affiliate(s).

### **3. Restrictions.**

**3.1. General Restrictions.** Customer is responsible for all activities conducted under User logins and for Users’ compliance with this Agreement. Customer must not use, and must ensure that Affiliates do not use, the Service to provide a service bureau or outsourced service, and may not rent, lease, resell, host, sublicense, or permit the concurrent use of a single User login, or time-sharing of the Service. Customer shall not and shall not permit any Affiliate, User or other third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form unless expressly allowed in the Help Documentation; (b) access or use the Service to circumvent or exceed Service account limitations or requirements; (c) use the Service for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the Service (including without limitation permitting access to or use of the Service via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized Users); (e) use the Service in a manner that is in violation of the law, of any third party rights of privacy, and/or any intellectual property rights; (f) issue or participate in any press release or other public statement related to this Agreement or the Service without prior written consent of Service Providers; (g) publish, post, upload or otherwise transmit Customer Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (h) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Service. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with this Agreement, including without limitation those related to privacy, electronic communications and anti-spam legislation. Customer shall comply with the export laws and regulations of Canada and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Customer represents that it is not named on any government list of persons or entities prohibited from receiving exports, (ii) Customer shall not permit Users to access or use the Service in violation of any U.S./Canadian export embargo, prohibition or restriction, and (iii) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Customer will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening.

**3.2. Unacceptable Use Restrictions.** Customer may not, and may not cause or permit others to: (a) use the Service to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Service; or (c) perform or disclose network discovery,

port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Service (the "Acceptable Use Policy"). In addition to other rights that EzoTech Inc. has in this Agreement and Customer Estimate/Order Form, EzoTech Inc. has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

**3.3. Access and Use Restrictions.** Except as permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by EzoTech Inc. Customer shall not do any "mirroring" or "framing" of any part of the Service or create Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by GBA or EzoTech Inc. Customer shall ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this Agreement. Any action or breach by any of such User shall be deemed an action or breach by Customer.

#### **4. Term, Fee, Payment & Taxes.**

**4.1. Term.** The term of this Agreement shall commence on the Effective Date and shall continue for the length of time referenced in all Estimate/Order Forms for the Service(s) (the "Term"). The initial subscription term of the Service procured by Customer shall continue for the term specified in the applicable Estimate/Order Form. Thereafter, this Agreement shall be renewed, and the subscription term of the applicable Service shall be renewed as set forth in subsequent Estimate/Order Forms (each successive renewal term, a "Renewal Term"). Service Providers shall provide Customer with a general renewal reminder and a renewal Estimate/Order Form in advance of the end of the then-current term. If Customer has not signed and delivered the Estimate/Order Form to Service Providers regarding an upcoming Renewal Term prior to the expiration of the then current term, then the subscription term for the applicable Service and Users shall be automatically renewed for successive Renewal Terms of one (1) year each, unless either party provides written notice of non-renewal to the other at least thirty (30) days before such expiration.

**4.2. Fees and Payment.** All fees payable are due within 30 days from the signed SOW invoice date unless otherwise specified in Customer Estimate/Order. All fees are non-refundable, except as otherwise explicitly stated in the applicable Estimate/Order Form or this Agreement.

**4.3. Fees on Termination and Renewal.** The fees and the term of use for additional Users and other items procured during an existing subscription term will co-terminate with and be prorated through the end date of the subscription term for the applicable Service. Pricing for subsequent renewal Estimate/Order Forms shall be set at then current EzoTech Inc. pricing, unless otherwise agreed to by the parties. If the fees for a feature or functionality of the Service are based on usage of the Service, then EzoTech Inc. may access and use Customer Data as reasonably necessary to determine the fees for the applicable feature or functionality.

**4.4. Interest.** Any undisputed amounts invoiced but not paid when due will accrue interest at one percent per month, compounded (12.68% annually) from the due date until paid. If Customer fails to pay any undisputed amounts due on or before the applicable payment due date, EzoTech Inc. may suspend the Services and, if the delinquency continues for an additional 30 days after the initial suspension date, EzoTech Inc. may terminate this Agreement. Fees and interest will continue to accrue during any such suspension.

**4.5. Taxes.** EzoTech Inc. fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on EzoTech Inc.'s net income. If EzoTech Inc. has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides EzoTech Inc. with a valid tax exemption certificate authorized by the appropriate taxing authority.

#### **5. Proprietary Rights.**

**5.1. Ownership of Customer Data.** As between EzoTech Inc. and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer acknowledges and agrees that in connection with the provision of the Service, Service Providers may store and maintain Customer Data for a period of time consistent with EzoTech Inc.'s standard business processes for the Service. Following expiration or termination of the Agreement or a Customer account, if applicable, EzoTech Inc. may deactivate the applicable Customer account(s) and delete any data therein, provided that EzoTech Inc. will retain the right to use any such data in an anonymized or aggregated format.

**5.2. EzoTech Inc. Intellectual Property Rights.** All rights, title and interest in and to the Service (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by EzoTech Inc.) are owned exclusively by EzoTech Inc. or its licensors. Except as provided in this Agreement, the rights granted to Customer do not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto EzoTech Inc. owns all right, title and interest, including all related intellectual property rights in any suggestions, enhancement request, recommendations, derivative works, analytical information, proposals, correction or other feedback or information provided by Customer or any Users related to the operation or functionality of the Service. Any rights in the Service or EzoTech Inc.'s intellectual property not expressly

granted herein by EzoTech Inc. are reserved by EzoTech Inc. EzoTech Inc. logos and product and service names are marks of EzoTech Inc. (the "EzoTech Inc. Marks"). Customer agrees not to display or use the EzoTech Inc. Marks in any manner without EzoTech Inc.'s express prior written permission. The trademarks, logos and service marks of Third Party Application providers ("Marks") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

**5.3. US Government Rights.** The Service is a "commercial item" as that term is defined at FAR 2.101. If Customer or User is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), EzoTech Inc. provides the Service, including any related software, technology, technical data, maintenance services and/or support services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as set forth in this Agreement. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with EzoTech Inc. to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. Government Rights Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

**6. Terms of Service.** Customer agrees to the following terms of service.

**6.1. Accuracy of Customer's Contact Information.** Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address and phone number, and maintain and promptly update this information if it should change.

**6.2 Notice.** Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and will be delivered personally, or mailed by first class mail, postage prepaid, overnight courier service, or electronic mail confirmed by mailing as described above. Any notice so addressed and delivered personally or delivered by overnight courier service will be deemed given upon receipt. Any notice so addressed and mailed or sent by e-mail will be deemed given upon deposit in the United States mails or upon receipt of such transmission. Either party may change its address by giving the other notice thereof in the manner provided in this Section. If Customer has a legal dispute with EzoTech Inc. or if Customer wishes to provide a notice under the Indemnification Section of this Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to EzoTech Inc.

If to GBA, Inc.:

Attn: Mark Waser, CTO  
10560 Main St #608,  
Fairfax, VA, 22030  
Email: mark.waser@gbaglobal.org

If to EzoTech Inc.:

Ezotech Inc., Inc.,  
3967 Savoy Street, London, ON  
N6P 0E3,  
Attention: Xristos Silaidis, CEO  
Email: xsilaidis@ezotech.net

If to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

**6.3. Users: Passwords, Access and Notification.** Customer shall authorize access to and assign unique passwords and user names to the number of Users procured by Customer on the Estimate/Order Form. User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be permanently reassigned to another User as needed. Customer will be responsible for the confidentiality and use of User's passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. EzoTech Inc. will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account

number will have been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify EzoTech Inc. of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.

**6.4. Transmission of Data.** Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to use of the Service. Customer is responsible for securing DSL, cable or another high-speed Internet connection and up-to-date "browser" software in order to utilize the Service. Customer expressly consents to EzoTech Inc.'s interception and storage of Electronic Communications and/or Customer Data as needed to provide the Services hereunder, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by EzoTech Inc. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Without limiting EzoTech Inc.'s applicable obligations under Sections 6.8 (Security) or 8 (Confidentiality), EzoTech Inc. is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by EzoTech Inc., including, but not limited to, the Internet and Customer's local network.

**6.5. Third-Party Applications.** EzoTech Inc. or third-party providers may offer Third Party Applications. Except as expressly set forth in the Estimate/Order Form, EzoTech Inc. does not warrant any such Third-Party Applications, regardless of whether or not such Third-Party Applications are provided by a third party that is a member of an EzoTech Inc. partner program or otherwise designated by EzoTech Inc. as "Built For EzoTech," "certified," "approved," "recommended," or similar. Any procurement by Customer of such Third-Party Applications or services is solely between Customer and the applicable third-party provider. Customer may not use Third Party Applications to enter and/or submit transactions to be processed and/or stored in the Service, unless Customer has procured the applicable subscription to the Service for such use and access. EzoTech Inc. is not responsible for any aspect of such Third-Party Applications that Customer may procure or connect to or through the Service, or any interoperation, descriptions, promises, or other information related to the foregoing. If Customer installs or enables Third Party Applications for use with the Service, Customer agrees that EzoTech Inc. may enable such third party providers to access Customer Data for the interoperation of such Third Party Applications with the Service, and any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider pursuant to a separate privacy policy or other terms governing Customer's access to or use of the Third Party Applications. EzoTech Inc. shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Applications or third-party providers. No procurement of such Third-Party Applications is required to use the Service. If Customer was referred to EzoTech Inc. by a member of one of EzoTech Inc.'s partner programs, Customer hereby authorizes EzoTech Inc. to provide such member or its successor entity with access to EzoTech Inc.'s business information related to the procurement and use of the Service pursuant to this Agreement, including but not limited to User names and email addresses, support cases and billing/payment information.

**6.6. Maintenance Services and Support Services.** As part of the Service, EzoTech Inc. will provide Customer with Help Documentation and other online resources to assist Customer in its use of the Service.

**6.7. Service Level.** During the Term, the Service will meet the service level specified by EzoTech Inc..

**6.8. Security.** EzoTech Inc. shall maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Customer Data. Where applicable, both Parties will comply with the terms and conditions set forth in Schedule "A" – Personal Information Management Addendum.

#### **6.9. Modifications; Discontinuation of Service.**

**6.9.1. To the Service.** EzoTech Inc. may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. EzoTech Inc. reserves the right to discontinue offering the Service at the conclusion of Customer's then current subscription term for such Service. EzoTech Inc. shall not be liable to Customer nor to any third party for any modification of the Service as described in this Section.

**6.9.2. To Applicable Terms.** If EzoTech Inc. makes a material change to any applicable URL Terms, then EzoTech Inc. will notify Customer by either sending an email to the notification email address or posting a notice to the administrator in Customer's account. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify EzoTech Inc. via email within thirty days after receiving notice of the change. If Customer notifies EzoTech Inc. as required, then Customer will remain governed by the URL Terms in effect immediately prior to the change until the end of the then current subscription term for the affected service(s). If the affected service(s) is renewed, it will be renewed under EzoTech Inc.'s then current URL Terms.

#### **6.10. Service Monitoring and Analyses**

**6.10.1** EzoTech Inc. continuously monitors the Service to facilitate EzoTech Inc.'s operation of the Service; to help resolve Customer service requests; to detect and address threats to the functionality, security, integrity, and availability of the Service as well as any content, data, or applications in the Service; and to detect and address illegal acts or violations of the Acceptable Use Policy. EzoTech Inc. monitoring tools do not collect or store any Customer Data residing in the Service,

except as needed for such purposes. EzoTech Inc. does not monitor, and does not address issues with, non-EzoTech Inc. software provided by Customer or any of Customer's Users that is stored in, or run on or through, the Service. Information collected by EzoTech Inc. monitoring tools (excluding Customer Data) may also be used to assist in managing EzoTech Inc.'s product and service portfolio, to help EzoTech Inc. address deficiencies in its product and service offerings, and for license management purposes.

**6.10.2** EzoTech Inc. may (i) compile statistical and other information related to the performance, operation and use of the Service, and (ii) use data from the Service in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). EzoTech Inc. may make Service Analyses publicly available; however, Service Analyses will not incorporate Customer Data, personal information or Confidential Information in a form that could serve to identify Customer or any individual. EzoTech Inc. retains all intellectual property rights in Service Analyses.

## **7. Suspension/Termination.**

**7.1. Suspension for Delinquent Account.** EzoTech Inc. reserves the right to suspend the Services if Customer fails to pay any undisputed amounts due on or before the applicable payment due date, EzoTech Inc. may suspend the Services and, if the delinquency continues for an additional 30 days after the initial suspension date, EzoTech Inc. may terminate this Agreement. Fees and interest will continue to accrue during any such suspension. Customer agrees that EzoTech Inc. shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension or termination pursuant to this Section.

**7.2. Suspension for Ongoing Harm.** EzoTech Inc. may without notice to Customer suspend access to the Service if EzoTech Inc. reasonably concludes that Customer's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Customer's Service is causing immediate, material and ongoing harm to EzoTech Inc. or others. Customer agrees that EzoTech Inc. shall not be liable to Customer nor to any third party for any suspension or termination of the Service under such circumstances as described in this Section. Any suspension under this section shall not excuse Customer from Customer's obligation to make payments under this Agreement.

**7.3. Termination for Cause/Expiration.** Either party may immediately terminate this Agreement and all Estimates/Order Forms issued hereunder in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party.

Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and shall be sent as set forth in Section 6.2 above. Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then EzoTech Inc. shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of EzoTech Inc.'s breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees pre-paid by Customer to EzoTech Inc. under this Agreement for the terminated portion of the Term. There will be no termination for convenience.

**8. Confidentiality.** Each Party agrees as follows: (i) to use Confidential Information disclosed by the other Party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; and (iv) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, Affiliates and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information as confidential. Additionally, Customer must input credit card information and social security numbers only in the fields designated for such data in the Service.

## **9. Warranties, Disclaimers and Exclusive Remedies.**

**9.1 Service Warranty.** Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. EzoTech Inc. warrants that during the subscription term, EzoTech Inc. will perform the Service using commercially reasonable care and skill in all material respects and that EzoTech Inc. will not materially decrease the functionality during the then-current subscription term. If the Service provided to Customer is decreased, Customer must provide EzoTech Inc. with a written notice that describes the deficiency in the Service (including, as applicable, the service request number notifying EzoTech Inc. of the deficiency in the Service) within ten (10) days of having discovered, or reasonably should have discovered, the deficiency in the Service.

**9.2. Limitation of Warranties.** THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EZOTECH INC. OFFERS ITS PRODUCTS "AS-IS" AND MAKES NO OTHER WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EXCEPT AS SET FORTH IN THIS AGREEMENT EZOTECH INC. DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR RESULTS, OR SYSTEM INTEGRATION, OR ANY WARRANTIES ARISING UNDER ANY OTHER LEGAL REQUIREMENT. EZOTECH INC.'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND



OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EZOTECH INC. IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE OF ANY NATURE, KIND OR EXTENT RESULTING FROM SUCH PROBLEMS. EZOTECH INC. IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICE THAT ARISE FROM CUSTOMER DATA OR THIRD-PARTY APPLICATIONS OR SERVICES PROVIDED BY THIRD PARTIES.

**9.3. Exclusion of Remedies.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, MORAL, PUNITIVE OR EXEMPLARY DAMAGES; LOSS OF PROFITS, USE OR REVENUE; BUSINESS INTERRUPTION; OR LOSS OR CORRUPTION OF DATA, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 9.4 BELOW.

**9.4. Limitation of Liability.** THE CUMULATIVE LIABILITY OF EACH PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), BY STATUTE, OTHER LEGAL THEORY, OR OTHERWISE HOWSOEVER ARISING, WILL NOT EXCEED THE FEES PAID TO EZOTECH INC. BY CUSTOMER FOR THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM, BUT IN THE EVENT OF A BREACH OF SECTION 8 OF THIS AGREEMENT, SUCH MAXIMUM AGGREGATE LIABILITY SHALL BE INCREASED TO TWO TIMES THE TOTAL SUBSCRIPTION FEES PAID FOR THE APPLICABLE SERVICE FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OUT OF WHICH THE LIABILITY AROSE. NO ACTION OR PROCEEDING RELATING TO THIS AGREEMENT MAY BE COMMENCED BY THE CLIENT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ARISES.

**9.5 Acknowledgement; Exceptions.** BOTH PARTIES ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON THEIR LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 9.4 SHALL NOT APPLY TO: (A) FEES DUE UNDER THIS AGREEMENT; (B) A BREACH OF SECTION 3 OF THIS AGREEMENT; OR (C) EITHER PARTY'S DEFENSE AND INDEMNITY OBLIGATIONS EXCEPT AS SET FORTH IN SECTION 11 BELOW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY TO THE EXTENT SUCH LIABILITY WOULD NOT HAVE OCCURRED BUT FOR THE OTHER PARTY'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

## **10. Indemnification.**

**10.1. Infringement.** Subject to the terms and conditions set forth in this Section 11, EzoTech Inc. shall, at its own expense, defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets and shall indemnify Customer from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such Claim(s).

**10.1.1. Indemnity Exceptions.** EzoTech Inc. will have no liability for Claims or Losses to the extent arising from (a) use of the Service in violation of this Agreement or applicable law, (b) use of the Service after EzoTech Inc. notifies Customer to discontinue use because of an infringement claim, (c) modifications to the Service not made by EzoTech Inc. or made by EzoTech Inc. based on Customer specifications or requirements, (d) use of the Service in combination with any non-EzoTech Inc. software, application or service, or (e) services offered by Customer or revenue earned by Customer for such services.

**10.1.2. EzoTech Inc.'s Indemnity.** If a Claim of infringement as set forth above is brought or threatened, EzoTech Inc. shall, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Customer against such Claim without cost to Customer; (b) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement and refund to the Customer a pro-rata refund of the subscription fees paid for under the Agreement for the terminated portion of the Term. The rights and remedies granted Customer under this Section 11.1 state EzoTech Inc.'s entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

**10.2. Customer's Indemnity.** Subject to the terms and conditions set forth in this Section 11, Customer shall, at its own expense, defend EzoTech Inc. from and against any and all Claims alleging that the Customer Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or violates applicable law; and shall indemnify EzoTech Inc. from and against liability for any Losses to the extent based upon such Claims.

**10.3. Indemnification Procedures and Survival.** In the event of a potential indemnity obligation under this Section 11, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party

to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section 11 are expressly conditioned upon the indemnified party's compliance with this Section 11.3 except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this Section 11 but such obligations shall be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section 11 shall survive termination of this Agreement for one year.

**11. Governing Law and Jurisdiction.** This Agreement is governed by the substantive and procedural laws of the Province of Ontario and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in London Ontario in Ontario in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

**12. General Provisions.**

**13.1. Integration.** This Agreement incorporates by reference all URL Terms (as applicable), the Personal Information Management Addendum, and Estimate/Order Forms, and this Agreement, together with such referenced items, constitute the entire understanding between Customer and EzoTech Inc. and are intended to be the final and entire expression of their agreement. In the event of any conflict between this Agreement and the URL Terms (as applicable), the Personal Information Management Addendum, and/or Estimate/Order Forms, this Agreement will control, unless the URL Terms (as applicable), the Personal Information Management Addendum, and/or Estimate/Order Forms expressly state that such provision is intended to override the terms of this Agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, RFP's and/or agreements between the parties. There are no other verbal agreements, representations, warranties undertakings or other agreements between the parties. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of EzoTech Inc. to object to such terms, provisions, or conditions. The Agreement shall not be modified, or amended, except as expressly set forth herein, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, or by a properly executed Estimate/Order Form. In consideration for the rights granted under the terms of this Agreement, Customer hereby grants EzoTech Inc. the limited right to publish the Customer's logo on its promotional materials, and to reference Customer as a customer of EzoTech Inc. Notwithstanding the above, after execution of this Agreement, and during the electronic provisioning of Customer's account, Customer will be presented with the requirement to "agree" to a click through agreement pertaining to "Main Terms of Service" or "Terms of Service" for the Service before Customer's account can be successfully provisioned. EzoTech Inc. hereby expressly agrees that upon execution of this Agreement such "Main Terms of Service" shall be considered null and void and shall not apply in any manner to this Agreement.

**13.2. Other General Provisions.** This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, which shall not be unreasonably withheld, except that EzoTech Inc. may freely assign its rights under this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets or business. There are no third-party beneficiaries to this Agreement. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although EzoTech Inc. reserves the right to name Customer as a user of the Service. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. A waiver of any breach under this Agreement should not constitute a waiver of any other breach or future breach. Neither party shall be liable for loss, delay, nonperformance (including payment obligations) to the extent resulting from any force majeure event, including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or orders or restrictions, failure of suppliers, labor stoppage or dispute (other than those involving EzoTech Inc. employees), or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible and any delivery date shall be extended accordingly. The Section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any way. During the Term of this Agreement and for a period of one year thereafter, neither Party will, directly or indirectly, take any action or cause any action to be taken relating to the solicitation for employment of any employee or contractor of the other Party. Each Party, personally and by its legal advisors, has participated in the preparation of this Agreement. It is agreed that this Agreement will be construed as if the Parties were joint authors, and any ambiguity in this Agreement will not be constructed against one Party as if that Party or that Party's lawyer were the sole or major author of this Agreement. The Parties agree that the time limits set out in this Agreement will be strictly enforced. The Definitions Section and Sections 4.2, 4.3, 4.4, 4.5, 5, 7, 8, 9, 10, 11, 12, and 13 shall survive the termination or expiration of this Agreement. This Agreement may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this Agreement executed in ink by both parties.



THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

**CUSTOMER NAME:** \_\_\_\_\_

**Government Blockchain Association**

**Authorized Signature:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_