

Maintenance & Service Level Agreement

This Maintenance & Service Level Agreement (the “**Maintenance Agreement**”) will confirm the terms and conditions under which Business Technology Investment Ltd., with its principal place of business at Suite 368, 2 Lansdowne Row, London W1J 6HL (Company) will provide the Customer maintenance & support services to the TOKENS DESIGN payment module.

1. **Scope of Services.**

1.1. During the term of this Agreement Company and in consideration of the Maintenance Fee set forth in this Maintenance Agreement, Company shall use commercially reasonable efforts to provide Customer with Updates, New Versions, Hotline Support, and Error Corrections all as defined hereinbelow (the “**Maintenance Services**”) for the TOKENS DESIGN payment module

1.1.1. **Updates.** Company will provide Customer with enhancements and corrections developed by or made available to the Company from time to time to update the TOKENS DESIGN payment module.

1.1.2. **Hotline Support.** Company will provide to Customer telegram/viber instant massaging hotline support between the hours of 9:00 a.m. and 5:00 p.m., local time, excluding local holidays, to identify, verify, circumvent or solve any problems Customer may identify in connection with TOKENS DESIGN payment module (“**Hotline Support**”). Customer undertakes to designate up to 2 users who shall be authorized to use the Hotline Support on behalf of the Customer (the “**Authorized Users**”). It is expressly agreed that the Company shall be obligated to provide Hotline Support only to such Authorized Users, in accordance with a list of Authorized Users to be provided to the Company by the Customer immediately following the commencement of this Maintenance Agreement. Additionally, in the event that the Company's hotline support staff is not available during these times to answer Customer's call, and generally on a 24 hour basis, Customer will send a message to the Company by voicemail or by electronic mail, in which case Company shall use its reasonable best efforts to respond to Customer within 24 hours of receipt thereof. In order to provide effective support, Customer agrees, if requested by Company, to submit to the Company a list of output and any other data that Company may require to reproduce the error and the operating conditions under which the error occurred or was discovered. Such list and data shall be deemed Confidential Information of the Company. Company will make a determination (at its sole discretion) as to the level of the reported problem then proceed along the following guidelines:

1.1.2.1. **Level 1 errors**

Critical problems or errors that affect all or significant number of users or features of the TOKENS DESIGN payment module - Company will engage in a commercially reasonable effort to provide Customer with a correction or a work around (or both), as soon as possible from the time that the problem and/or error was reported by Customer and is reproducible by Company or confirmation of receipt was provided by the Company.

1.1.2.2. **Level 2 errors**

Moderate or minor problems or errors that affect a limited number of users or features of the TOKENS DESIGN payment module, Company will engage in a commercially reasonable effort during Company's Working Hours alone, to provide Customer with a correction, or a work around (or both), from the time

that the problem and/or error is reported by Customer and is reproducible by Company or confirmation of receipt was provided by the Company.

1.1.3. **Additional Services**. This Maintenance Agreement does not include any on-site service or any other services not otherwise provided for in this Maintenance Agreement (collectively, “**Additional Services**”). The Company may, but is not required to, provide Additional Services. If the Company provides Additional Services, Customer shall pay the Company a fee for the Additional Services at Company's standard rates in effect at the time such Additional Services are provided.

1.2. **Remote Access**. Customer shall provide Company with remote access to the TOKENS DESIGN payment module.

1.3. **Scope of Responsibility**. Company shall have no obligation under this Maintenance Agreement to correct any errors which: (i) result of of any Customer act or omission or breach of this Maintenance Agreement; or (ii) cannot be remedied due to any modifications and/or changes made by Customer or any unauthorized third party to the TOKENS DESIGN payment module; or (iii) is caused by third party's hardware and/or software; or (iv) occur in a TOKENS DESIGN payment module that is not within two (2) updates/versions of the then-current Updates/Version, or within a one (1) year time frame of current Update / Version, whichever is greater, provided Customer is under then-current support.

1.4. **Ethereum network**. The Ethereum Platform rests on open-source software, and there are risks of: (i) of weaknesses or bugs into the core infrastructural elements of the Ethereum Platform causing the system to lose ETH stored in one or more User accounts or other accounts or lose sums of other valued tokens issued on the Ethereum Platform (ii) Insufficiency of Computational Application Processing Power on the Ethereum Platform could could destabilize and increase costs of running distributed applications.

2. **Pricing and Payment; Taxes.**

2.1. Maintenance service fee. Company shall provide Maintenance service free of charge, until the expiration of the first (1) month of this Maintenance Agreement. Following the Initial Maintenance and Support Period, Customer shall pay the Company a maintenance fee of USD 499\$ per month (the "Maintatnce service"). Company shall be entitled to update the Maintanace service following a thirty (30) days prior written notice to the Customer.

2.2. **Payment Terms**. The Maintenance Fee shall be paid to Company within five (5) days of issuance of Company's invoice to Customer in advance.

3. **Suspension of Services**

3.1. **Suspension of Services**. Company shall have the absolute right, in its sole discretion, to suspend or terminate any or all of the Maintenance Services during any period that any of the Maintenance Fees then due has not been paid.

4. **Proprietary Rights**

Any corrections, additions or modifications to any the TOKENS DESIGN payment module or its documentation effected or delivered under this Agreement as well as any updates or versions supplied under this Agreement, or any modifications of any sort made to the TOKENS DESIGN payment module - shall be deemed part of the applicable TOKENS DESIGN payment module and proprietary material of the Company.

5. **Liability and Warranty.**

- 5.1. **Conditions.** Company shall not be responsible to Customer for any data loss or the expenses incurred by Customer in replacing lost data or loss, damage or deletion of data storage media, files, or programs, as a result of Maintenance Services requested by Customer. Customer is solely responsible for saving and/or backing up all data before an Update or a New Version is installed or before any data conversion or the performance of any of the Maintenance Services hereunder.
- 5.2. **Limited Warranty; Disclaimer of Warranties.** The warranties and remedies set forth in the License Agreement and in this Maintenance Agreement are the sole and exclusive warranties made by Company with respect to the TOKENS DESIGN payment module and Maintenance Services. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.
- 5.3. **Limitation of Liability.** Customer's sole and exclusive remedy for any damage or loss in any way connected with the Maintenance Services or any other services furnished by Company hereunder, including Additional Services, whether or not caused by Company's breach of warranty, negligence or any breach of any other duty, shall be, at Company's option, (i) replacement of the Update or New Version, (ii) reperformance of the Maintenance Services, or (iii) return or credit of the Maintenance Fees paid by Customer for the relevant Maintenance Services.

Notwithstanding the aforementioned, Company's liability shall in no event exceed the total Maintenance Fees paid to Company by Customer during the one-year period immediately preceding the loss. IN NO EVENT SHALL COMPANY BE RESPONSIBLE TO CUSTOMER FOR ANY LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST COMPUTER TIME, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOSS OF USE OR LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED) IN CONNECTION WITH THIS MAINTENANCE AGREEMENT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 5.4. **Limitations of Actions.** No action, regardless of form, arising out of or under this Maintenance Agreement may be brought by either party more than one year after the cause of action occurs.

6. **Miscellaneous.**

- 6.1. **Entire Agreement.** This Maintenance Agreement may be amended or modified only by a written document signed by the parties.
- 6.2. **Governing Law & Jurisdiction.** This jurisdiction and governing law of this Maintenance Agreement shall be in accordance to the jurisdiction and governing law of United Kingdom of Great Britain and Northern Ireland.
- 6.3. **Severability.** If any provision of this Maintenance Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, then the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.
- 6.4. **Waivers.** The failure of either party to exercise any of its rights under this Maintenance Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

- 6.5. this Maintenance Agreement shall survive the termination of this Maintenance Agreement.
- 6.6. **Transfer**. Neither this Maintenance Agreement nor any of the rights and obligations under this Maintenance Agreement may be sublicensed, leased, assigned or otherwise transferred in whole or in part by Customer, including, without limitation, a transfer pursuant to a sale of all, or substantially all, of Customer's assets other than in the ordinary course of business, or a merger or a corporate reorganization of Customer's corporate form, to the extent that such a merger or corporate reorganization results in a change of legal or effective ownership or control of Customer, and any attempted transfer shall be null and void unless made with prior written consent of the Company, which consent shall not be unreasonably withheld, and only if the intended assignee agrees to be bound by the terms and conditions of this Maintenance Agreement by signing a copy of this Maintenance Agreement and returning same to the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.