

NETKI MASTER SERVICES AGREEMENT

THIS NETKI MASTER SERVICES AGREEMENT ("**Agreement**") is made as of the Effective Date set forth on the Order Form to which this Agreement is attached, and by and between the Customer listed on the Order Form and [REDACTED], a Delaware corporation ("**Netki**").

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

"**Affiliate**" means any business entity that directly or indirectly controls, is controlled by, or is under common control with either party. A business entity shall be deemed to "control" another business entity if (a) it owns, directly or indirectly, at least 50% of the issued and outstanding voting securities, capital stock, or other comparable equity or ownership interest of such business entity, or (b) it has the de facto ability to control or direct the management of such business entity.

"**Customer Materials**" means, as applicable, the Customer Properties, Customer Content, Customer Data, Customer Mobile Application, and any other materials provided by Customer or any Authorized User in connection with this Agreement.

"**Customer Properties**" means Customer's applications, websites and other online or mobile properties, products and services.

"**Intellectual Property**" means all algorithms, application programming interfaces (APIs), apparatus, concepts, confidential information, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, network configurations and architectures, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, works of authorship, and other forms of technology.

"**Intellectual Property Rights**" shall mean all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

"**Netki Technology**" means Services, Netki Software, Netki Mobile Application, Netki APIs, Netki Mobile Application SDK, Netki Marks, Documentation, and any other Intellectual Property, and Intellectual Property Rights therein, owned by or licensed by Netki and provided to Customer under this Agreement in connection with the Services, excluding for the avoidance of doubt the Open Source APIs and any other Open Source Software.

"**Order Form**" means the order form attached to this Agreement signed by Customer and Netki and any other order form for Services signed by both parties.

"**Services**" means those services specified in the "**Services**" portion of the Statements of Work attached to this Agreement as Exhibit A and Exhibit B, including, as applicable, the Verification Services, Wallet Name Services, Support Services, Certificate Services, Additional Services, Maintenance &

SIGNATURE PAGE TO MASTER SERVICES AGREEMENT