

## MITOKEN STANDARD TERMS AND CONDITIONS OF SUPPLY AND USE – Customer Agreement

The following Standard Terms and Conditions for Supply of Products and Services ("**Terms and Conditions**") shall govern all orders made by you ("**Customer**"), either directly or via an authorized Reseller of MiToken, for licenses, purchases or delivery of MiToken's supplied solution including, software, hardware, SMS service, and professional services relating to the installation, use and operation of the Products and support and maintenance services together with the provision of error corrections, workarounds and updates thereto. MiToken shall not be bound by any terms additional to or different from those in these Terms and Conditions that may appear in any purchase order or in any other communication. All orders shall be deemed to incorporate and be governed by these Terms and Conditions. MiToken's acceptance of an order is subject to and conditional on Customer's acceptance of these Terms and Conditions. If you are accepting this Agreement and Terms and Conditions on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to these Terms and Conditions on behalf of such entity. If you do not have such authority to accept this Agreement or do not agree with these Terms and Conditions, you may not use the Services.

### 1 **Definitions:**

#### 1.1 "**Business Day**" means:

- (a) where the sale of Products and/or Services is made to Customer by Mi-Token Inc. or one of its USA & Canada Partners (refer to: [www.mi-token.com/partners/#usc](http://www.mi-token.com/partners/#usc)) or one of its EMEA Partners (refer to: [www.mi-token.com/partners/#emea](http://www.mi-token.com/partners/#emea)), then a day that is not a Saturday or Sunday or public holiday in the location in which Mi-Token Inc. has its office (as specified in clause 1.9(a) or as otherwise notified on the MiToken website, [www.mi-token.com](http://www.mi-token.com));
- (b) where the sale of Products and/or Services is made to Customer by Mitoken Pty Limited (ACN 139 792 591) or by one of its APAC Partners (refer to [www.mi-token.com/partners/#apac](http://www.mi-token.com/partners/#apac)), then a day that is not a Saturday or Sunday or public holiday in the location in which Mitoken Pty Limited has its office (as specified in clause 1.9(b) or as otherwise notified on the MiToken website, [www.mi-token.com](http://www.mi-token.com)).

1.2 "**Documentation**" means any user manuals, guides, instructions, reference manuals, installation, release, application or methodology notes, written utility programs and other materials in any form which are supplied by MiToken for use in conjunction with the Product together with such Updates thereto as MiToken may from time to time deliver to the Customer or make available on the MiToken website, [www.mi-token.com](http://www.mi-token.com).

1.3 "**Error**" means a defect that causes the Product not to perform substantially in accordance with the applicable specification set forth in the Documentation.

1.4 "**Error Correction**" means the use of reasonable commercial efforts to remedy an Error.

1.5 "**Firmware**" means the software embedded in the MiToken Hardware Tokens for use in conjunction with the MiToken Server Software.

1.6 "**Free Services**" or "**FREEXX Product**" means those aspects of the Services that are free and do not require payment, such as beta features or functionality or, in the case of a free trial or FREEXX, the Services themselves. "**XX**" means the number of licenses granted under the FREEXX Product arrangement as applies from time-to-time.

1.7 "**Hardware**" means tangible, physical equipment directly involved in the performance of data-processing, information security, communication, or other information technology functions made available from, or through, MiToken, together with Updates thereto.

1.8 "**Intellectual Property Rights**" means all patents, registered designs, unregistered designs, design rights, utility models, semiconductor topography rights, database rights, copyright and other similar statutory rights, trade mark, service mark and any know how relating to algorithms, drawings, tests, reports and procedures, models, manuals, formulae, methods, processes and the like (including applications for any of the preceding rights) or any other intellectual or industrial property rights of whatever nature in each case in any part of the world and whether or not registered or registerable, for the full period and all extensions and renewals where applicable.

#### 1.9 "**MiToken**" means:

- (a) where the sale of Products and/or Services is made to Customer by Mi-Token Inc. or one of its USA & Canada Partners (refer to: [www.mi-token.com/partners/#usc](http://www.mi-token.com/partners/#usc)) or one of its EMEA Partners (refer to: [www.mi-token.com/partners/#emea](http://www.mi-token.com/partners/#emea)), Mi-Token Inc. of 13785 Research Blvd, Suite 125, Austin TX 78750, USA ; or
- (b) where the sale of Products and/or Services is made to Customer by Mitoken Pty Limited (ACN 139 792 591) or by one of its APAC Partners (refer to [www.mi-token.com/partners/#apac](http://www.mi-token.com/partners/#apac)), Mitoken Pty Limited (ACN 139 792 591) of Level 1, 27 Atchison Street, St Leonards NSW 2065, Australia .
- (c) The terms Mitoken, MiToken, Mi-Token may be used interchangeably to mean the definition in 1.9 (a) and 1.9(b).

1.10 "**MiToken Hardware Tokens**" means one time password generators in a hardware casing.

1.11 "**MiToken Server Software**" means software that runs on Microsoft Server operating systems to verify one time passwords.

- 1.12 "**MiToken SMS Service**" means the short message service provided to deliver MiToken one time passwords to mobile phones or mobile devices.
- 1.13 "**Personal Information**" includes any information, or an opinion, that identifies an individual, or from which an individual's identity could be ascertained.
- 1.14 "**Product(s)**" means, together, or individually, as the context may so require, the Hardware, Software, Firmware and Documentation purchased from MiToken by Customer, including, in respect of the foregoing, (a) any Workarounds, Error Corrections and Updates as may from time to time be provided by MiToken, as part of support and maintenance services, in respect of the foregoing; (b) made available by MiToken in the form of Security Advisories, and, (c) and any updates, fixes or patches developed from time to time.
- 1.15 "**Quotation**" means a written quotation of prices and terms for Product(s) and/or Services executed by an authorized representative of a Vendor.
- 1.16 "**Reseller**" means an authorized reseller of the Product(s) and/or Services (refer to: [www.mi-token.com/business-partners](http://www.mi-token.com/business-partners)).
- 1.17 "**Security Advisory**" means a formal written advisory, issued by MiToken, which if acted upon in accordance with such advisory, would enhance the security features offered by the Product(s).
- 1.18 "**Services**" means the provision of support in the use and operation of the Hardware and Software, together with the provision of Error Corrections, Workarounds and Updates in relation thereto.
- 1.19 "**Software**" means the object code version of the particular software program identified in the applicable Quotation, together with such additional or replacement software as may from time to time be made available by MiToken in the form of Security Advisories, or supplied by MiToken in performance of warranty obligations or pursuant to a Support and Maintenance Agreement in the form of an Update, Error Correction or as part of a Workaround, including all copies made thereof.
- 1.20 "**Support and Maintenance Agreement**" means an Agreement for the provision of support and maintenance services in respect of one or more Products.
- 1.21 "**Update(s)**" means (i) improvements, enhancements or modifications to existing features and / or functionality of the Hardware, Software or Documentation which may include Error Corrections that MiToken makes available to customers with a current Support and Maintenance Agreement for no additional license fee; and, (ii) Security Advisories.
- 1.22 "**Vendor**" means MiToken or the Reseller issuing Customer with an invoice and to whom payments are to be made.
- 1.23 "**Workaround(s)**" means a change in the procedures followed or data supplied by MiToken to avoid an Error without substantially impairing use of the Hardware or Software.
- 2 **Quotations:** All Customer orders, either directly or via a Reseller, must be made to Vendor issuing the applicable Quotation. Any Customer order placed remains subject to MiToken's acceptance, which may be given or withheld in its absolute discretion. MiToken will only provide Products and Services if it has accepted Customer's order and Customer's order has been made pursuant to a Quotation and the applicable Quotation specifies such Products and/or Services.
- 3 **Orders and Acceptance of Orders:** All orders must be made by Customer, either directly or via a Reseller, in writing and are subject to these Terms and Conditions and MiToken's acceptance. All payments made by Customer are non-refundable except as otherwise provided herein. Where MiToken has accepted Customer's order, it will be advised of this by Vendor or by MiToken supplying Customer with the Products and/or Services. Payments must be made by Customer to Vendor issuing the Quotation unless otherwise directed by MiToken.
- 4 **Delivery:** All Products will be shipped at cost from MiToken's distribution center and may be tendered in several lots. In the absence of specific instructions, MiToken will select the carrier and, at its discretion, may ship "collect", prepaid or subject to invoice payment terms, but shall not be deemed thereby to assume any liability in connection with the shipment, nor shall the carrier be construed to be the agent of MiToken. MiToken will use reasonable efforts to ship on or before the estimated shipping date indicated on an order. Shipment shortages must be reported to MiToken in writing within five (5) working days of receipt by Customer.
- 5 **Taxes:** All prices are exclusive of taxes (including without limitation any value added, goods and services, use, sales, or similar tax). Customer shall pay all import duties, levies or other imposts, and all sales, use, value added, goods and services, property or other taxes of any nature, assessed upon or with respect to any of the Products or Services, which are imposed by any nation or community of nations or any political subdivision of any nation, but excluding taxes based upon Vendor's net income. Customer, shall pay on or before their due dates all such taxes, fees, duties and charges which arise out of or in connection herewith, unless Customer provides Vendor with a proper tax-exemption certificate. If Customer is required by law to make any deduction or withholding from any sum payable to Vendor by Customer hereunder, then the sum payable by Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after all deduction and withholding,

Vendor receives and retains, free from liability for any deduction or withholding, a net amount equal to the amount Vendor would have received and retained in the absence of such required deduction or withholding. Any Taxes due and payable under the FREEXX Product or other Free Services will be solely for the Customer's care

6 **Software and Firmware Licenses:**

6.1 **License Grant.** Where MiToken has accepted Customer's order as provided for in clause 3 and all payments due from Customer in connection with such order have been duly made then MiToken hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable, non-sublicensable license to operate any Software or Firmware and use any related Documentation provided by MiToken pursuant hereto solely for Customer's own internal use. Customer's license rights are limited to those expressly granted by these Terms and Conditions and by the license terms and conditions embedded on or supplied with the medium on which the Software or Firmware is supplied (if any). MiToken and its licensors reserve all other rights. MiToken, or its licensors, own all intellectual property rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software, Firmware and / or Documentation. To the fullest extent permitted by law Customer may not: (i) modify, adapt, decompile, disassemble, or reverse engineer the Software, Firmware, Updates or Documentation, (ii) create derivative works based on the Software Firmware, or Documentation; (iii) make unauthorized copies of the Software, Firmware, Updates and Documentation; (iv) allow any further disclosure, distribution or relocation (other than within Customer), resale, lease, loan, rental, license, or assignment of any type or nature or unauthorized third party use or access to the Software, Firmware, Updates or Documentation thereof without the prior written consent of MiToken; (v) use the Software, Firmware or Documentation for the benefit of, or to support or provide services to any third party; (vi) disclose to any third party the results of any Software or Firmware performance benchmarks or any specific detailed comparisons between the Software or Firmware and any Customer or third-party product; (vii) use any functionality of the Software, Firmware or any output generated by such functionality to augment or replace functionality in a third party product or as an add-in to any third party product without MiToken's prior written consent; or (viii) use the Software, Firmware or Documentation for any purpose that competes with the Product or to substantially duplicate its capabilities. For the avoidance of doubt, the Software, Firmware and Documentation are licensed and not sold.

6.2 **License Grant Error Corrections etc.** All temporary and permanent Error Corrections, patches, Workarounds, releases, versions and Updates supplied by or on behalf of MiToken in the provision of the Services provided under these Terms and Conditions are supplied to Customer subject to a non-exclusive, non-transferable, non-sublicensable license to operate any such items and use any related documentation provided by MiToken pursuant thereto solely for Customer's own internal use in conjunction with the Product.

6.3 **License Expiry.**

- (a) **via Subscription.** Where the Software or Firmware is licensed on a subscription basis, then the licenses granted under clauses 6.1 and 6.2 expire when Customer's subscription expires. Before the subscription expiry date, Customer may renew the license by paying the then applicable subscription renewal fee to Vendor.
- (b) **FREEXX.** Where the Software or Firmware is licensed under the FREEXX Product, then the licenses granted under clauses 6.1 and 6.2 expire after 12 months. Before the FREEXX Product expiry date, Customer may renew the license on the then current Terms and Conditions for the FREEXX Product, by paying the then applicable administration renewal fee to Vendor. Note that it is not possible to mix both FREEXX and Subscription based licenses and only one (1) FREE25 is available per customer (cannot spread FREE25 across multiple divisions / domains for the same customer).
- (c) Customer acknowledges that the Product(s) may contain a technological device which may prevent further use where Customer's License has expired.

6.4 **Maximum Named Users.** Customer must not permit the number of users of the Software and Firmware to exceed the maximum number of users for which Customer is licensed. (The Quotation will generally list the maximum number of users, and if no number is listed then the maximum number is ten (10)). If MiToken has reason to suspect that Customer has exceeded the maximum number of users then it may: (i) require the production to MiToken of a statutory declaration given by Customer, or Customer's managing director, legal counsel or managing partner (as applicable) that the maximum number of users has not been exceeded. If Customer is unable or unwilling to provide such statutory declaration then MiToken may conduct an audit of Customer's server and associated equipment, records, back-up copies and logs (and Customer must permit access or procure that access is granted to the premises at which such equipment, documents or materials are located) on giving prior reasonable notice. Where the maximum number of users have been exceeded then Customer must pay all required back charges for proper licensing of the correct number of users (at MiToken's then current rates) having regard to actual use to date and the costs of the audit. Customer must pay such amounts due as certified by MiToken on demand. If Customer requires additional number of users through to the end of the applicable license period it must purchase a license for additional users at MiToken's then current rates. Payments under this clause 6.4 shall be to MiToken or as MiToken directs. Customer acknowledges that the Product(s) may contain a technological device which may prevent further use where Customer's Maximum Named Users is exceeded.

7 **MiToken SMS Service:**

7.1 **Availability.** The MiToken SMS Service, where available and when offered, is provided as a convenience feature of the MiToken solution and is designed to provide an additional access method for MiToken users

and should not be relied on as the sole access method. Customer acknowledges and agrees that for its internal users requiring critical access to a secure appliance or site, a MiToken Hardware Token should be provided, or alternatively the Customer's helpdesk may assign a temporary token and provide a one time password via another channel for emergency access.

- 7.2 **SMS Delivery Service.** When and where available, MiToken provides an SMS delivery service. SMS messages will only be delivered to mobile phones where the nominated user's telephone carrier has implemented the necessary SMS Signaling protocol.
- 7.3 **Customer Acknowledgments.** Customer acknowledges that:
- (a) the SMS messages are subject to carrier restraints and may not be successfully delivered, or delivered in a timely manner to a person's mobile service;
  - (b) the initiated service relies on the caller ID of the nominated user and as such will not work where caller ID is blocked or when overseas in certain situations. In these instances users will need to rely on MiToken Hardware Token;
  - (c) the MiToken SMS Service relies on several third-party services, such as internet carriage services, telephone network dialing services and SMS services. MiToken accepts no liability where the MiToken SMS service is unavailable or for the reliability or security of any such service.
- 7.4 **Additional Charges.** Customer will pay all SMS charges and line rental fees associated with the service either directly to Vendor on a monthly or quarterly basis as required in the Quotation or as otherwise notified by Vendor to Customer.

8 **Security Advisories:** MiToken may from time to time issue Security Advisories. The Customer hereby undertakes to subscribe with MiToken for the delivery of Security Advisories by sending an e-mail, immediately following delivery of the Product(s), to support@mi-token.com. Such e-mail shall contain the word "subscribe mitoken sec" in the message body.

9 **Confidentiality:**

- 9.1 **Confidential Information.** All information that is conspicuously identified as constituting Confidential Information at the time of disclosure by means of a clearly obvious confidential stamp or legend or by means of a clear oral representation prior to an oral or visual disclosure. Information that is disclosed orally or visually or in writing without a confidential stamp or legend shall constitute Confidential Information only if it would be reasonably apparent to a reasonable person that such information is of a confidential or proprietary nature. For purposes of clarification and not limitation, the following shall be deemed to constitute Confidential Information regardless of whether it is disclosed orally or visually or in writing without a mark, stamp or legend indicating that it is deemed to be Confidential Information: hardware, firmware and software in object and source code form, and any related technology, ideas, algorithms or information contained therein, and any trade secrets related to any of the foregoing; product plans, costs, prices, customer names, non-published financial information, marketing plans, business opportunities, personnel, research, development or know-how. In addition to the foregoing, information that is orally or visually or in writing without a confidential stamp or legend shall constitute Confidential Information if MiToken, within ten (10) days after such disclosure, delivers a written document or documents describing such information and referencing the place and date of such oral, visual or written disclosure.
- 9.2 **Exceptions.** As used herein, the term "Confidential Information" does not include any information which (i) is or becomes generally available to the public other than as a result of the commission of a breach of these Terms and Conditions, (ii) is known prior to disclosure or is hereafter furnished by a third party, as a matter of right and without restriction on disclosure; or (iii) is developed independently without use of, or reference to, any Confidential Information so long as a Customer claiming independent development can provide clear and convincing evidence of such independent development, (iv) is required to be disclosed pursuant to a judicial, administrative or governmental proceeding provided that MiToken has been provided with a reasonable opportunity to seek an appropriate protective order or to waive the provisions of these Terms and Conditions.
- 9.3 **Customer Obligations.** Customer agrees that it shall protect MiToken's Confidential Information from unauthorized disclosure and shall use the same degree of care that Customer uses to protect its own like information. Customer shall not disclose Confidential Information to third parties without the prior written consent of MiToken. Nor shall Customer use MiToken's Confidential Information for purposes other than that which is necessary for Customer to use and operate the Product(s). Customer shall limit use of, and access to, the Product(s) and related Documentation to such of Customer's employees and MiToken approved contractors as are directly involved in the operation and maintenance of the Products. Contractors who are currently working for or who have worked for a company or entity which is in the business of providing two-factor authentication solutions (including for any of the following uses: banking, secure remote access, cloud-computing and custom software applications) are not approved to have access to Product(s) and related Documentation. All appropriate copyright and other proprietary notices and legends shall be retained on the Product and Customer shall maintain and reproduce such notices on all authorized copies of the Software and related Documentation. Customer shall hold the Product and related Documentation strictly confidential. Customer shall, by all appropriate means, prevent disclosure to, or display or use of, the Product and related Documentation by third parties and employees not authorized to use the Product.

10 **Warranties:**

- 10.1 **Limited Express Warranty.** MiToken warrants that any Hardware supplied shall be free from defects in workmanship for a period of twelve (12) months and that the Software shall perform substantially as described in the Documentation furnished by MiToken for a period of ninety (90) days. The warranty period starts when the Product is delivered. Additionally, the purchase price for the Product includes twelve (12) months' support and maintenance services at Standard level on the Product provided by MiToken's Support Department, which commences upon delivery of the Product. A warranty claim is only valid if the Customer notifies MiToken in writing during the warranty period of any defect in the Product or substantial non-performance of the Software. Customer's sole remedy under this warranty shall be, at MiToken's discretion, the repair or replacement or paying the cost of repair or replacement of the non-conforming Software or defective Hardware or refund an amount equal to the depreciated purchase price of the Product, as the case may be, calculated on a straight line basis over a three year life upon return of such Product to MiToken, or, if the failure relates to Services, re-performance of the Services. No Product shall be returned to MiToken without MiToken's prior authorization. MiToken does not warrant that the Products are free from defects or that all defects can be corrected. The warranty for any replacement or repaired Product shall expire at the end of the original warranty period.
- 10.2 **Where Express Warranty Does Not Apply.** The foregoing warranty shall not apply, if (i) the tamper evident seal has been broken, or to the extent that any non-conformance or defect was caused by or attributable, whether in whole or in part, to: (a) any associated or complementary equipment or software not furnished by MiToken, (b) modification, misuse, neglect or abuse of, or accident to, the Products, (c) exposure of the Products to conditions beyond the environmental, power or operating constraints specified by MiToken, or (d) installation or wiring practices not in accordance with those recommended by MiToken; (ii) Customer is not on a supported version as defined in 15.5; (iii) Customer has either failed to comply with the provisions of clause 8 or, having complied, has failed to take the steps recommended in a Security Advisory, or, (iv) Customer is using the FREEXX Product.
- 11 **Disclaimer:** TO THE FULL EXTENT PERMITTED BY LAW THE WARRANTIES IN CLAUSE 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY WHATSOEVER IS MADE WITH RESPECT TO THE SERVICES. MITOKEN'S EXPRESS WARRANTY SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF, MITOKEN RENDERING TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE PRODUCTS.
- 12 **Limitation of Liability:**
- 12.1 **Liability not to exceed purchase price.** UNDER NO CIRCUMSTANCES SHALL MITOKEN'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, THE SERVICES, THESE TERMS AND CONDITIONS OR MITOKEN'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM. FOR THE AVOIDANCE OF DOUBT, THE LIABILITY IN RELATION TO THE FREEXX PRODUCT AND OTHER FREE SERVICES IS NIL (\$0.00). NOTHING IN THESE TERMS AND CONDITIONS SHALL HOWEVER LIMIT OR EXCLUDE MITOKEN'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF MITOKEN.
- 12.2 **Exclusion of Loss of Profits and Indirect Loss.** IN NO EVENT WILL MITOKEN BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SERVICES OR MITOKEN'S PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS, WHETHER OR NOT MITOKEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.3 **Allocation of Risk.** THE PROVISIONS OF THIS CLAUSE ALLOCATE THE RISKS UNDER THESE TERMS AND CONDITIONS BETWEEN MITOKEN AND CUSTOMER. MITOKEN'S PRICING OF PRODUCTS AND SERVICES REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.
- 12.4 **Limitation of Liability.** FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL MITOKEN'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, THE SERVICES, THESE TERMS AND CONDITIONS OR MITOKEN'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE LIMITATION ON LIABILITY SET OUT IN THIS CLAUSE 12.
- 12.5 **Australian Customers.** WHERE THE PROVISIONS OF DIVISION 2 OF PART V OF THE TRADE PRACTICES ACT 1974 (CTH) OR EQUIVALENT PROVISIONS UNDER STATE AND TERRITORY FAIR TRADING ACTS APPLY IN RESPECT OF THE SUPPLY OF PRODUCTS OR SERVICES:
- (a) THEN TO THE EXTENT PERMITTED BY LAW, MITOKEN LIMITS ITS LIABILITY TO CUSTOMER FOR BREACH, FOR ANY REASON OF, ANY NON-EXCLUDABLE CONDITION (OTHER THAN ONE IMPLIED BY SECTION 69 OF THE TRADE PRACTICES ACT 1974 (CTH)), AT MITOKEN'S OPTION, TO ANY ONE OF SUPPLYING, REPLACING OR REPAIRING THE GOODS OR SUPPLYING AGAIN THE SERVICES, IN RESPECT OF WHICH THE BREACH OCCURRED; AND
- (b) FOR THE PURPOSES OF THIS CLAUSE 12.5, "NON-EXCLUDABLE CONDITION" MEANS ANY IMPLIED CONDITION OR WARRANTY THE EXCLUSION OF WHICH WOULD CONTRAVENE ANY STATUTE

(INCLUDING THE *TRADE PRACTICES ACT* 1974 (CTH)).

- 12.6 **Time Limit on Actions.** NO ACTION ARISING OUT OF THESE TERMS AND CONDITIONS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED EXCEPT THAT ACTIONS FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO (2) YEARS FROM DATE OF LAST PAYMENT PROVIDED THAT NOTHING IN THIS CLAUSE 12.6 WILL LIMIT A TIME FRAME FOR A CAUSE OF ACTION WHICH UNDER STATUTE CANNOT BE REDUCED BY AGREEMENT TO THE FOREGOING PERIODS.
- 12.7 **Benefit of Limitation of Liability.** THE PROVISIONS OF THESE TERMS AND CONDITIONS (INCLUDING THIS CLAUSE 12) WHICH ARE EXPRESSED TO LIMIT THE LIABILITY OF MITOKEN SHALL BE DEEMED TO ALSO LIMIT THE LIABILITY OF ANY OTHER MEMBER OF THE MITOKEN GROUP OF COMPANIES (WHICH FOR THE AVOIDANCE OF DOUBT INCLUDES MI-TOKEN INC. AND MITOKEN PTY LIMITED) AND RESELLERS.
- 13 **Intellectual Property Indemnity:**
- 13.1 **MiToken Indemnity.** MiToken shall defend or, at its option, settle, any claim, action or proceeding brought against Customer that any Product or Service infringes a trade mark, patent, copyright or trade secret or other intellectual property right, and shall indemnify and hold harmless Customer against all damages and costs finally awarded against Customer in any such action or proceeding, provided that Customer (a) promptly notifies MiToken in writing of the claim, (b) gives MiToken full authority, information and assistance to defend such claim and (c) gives MiToken sole control of the defense of such claim and all negotiations for the compromise or settlement thereof. If a Product or any part thereof becomes, or in MiToken's opinion is likely to become, the subject of a valid claim of infringement or the like under any trademark, patent, copyright or trade secret or other intellectual property right law, MiToken shall have the right, at its option and expense, either to obtain for Customer a license permitting the continued use of the Product or such part, to replace or modify it so that it becomes non-infringing, or to grant Customer a credit for the then-value of the Product, as depreciated on a straight line basis over a three-year life and to terminate the license thereof, and Customer shall return such Product to MiToken. MiToken shall have no liability hereunder for any costs incurred or settlement entered into without its prior written consent. MiToken shall have no liability hereunder with respect to any claim based upon (i) the combination of the Product with other products not furnished by MiToken; (ii) any addition to or modification of the Products by any person or entity other than MiToken; (iii) MiToken furnishing to Customer any information, data, service or applications assistance, other than the Products and the printed manuals relating thereto; or (iv) use of a superseded or altered release of the Product.
- 13.2 **Sole and Exclusive Remedy.** THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF MITOKEN AND ITS LICENSORS AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS INFRINGEMENT BY THE PRODUCTS, ANY SERVICE, ANY PART THEREOF OR THE USE THEREOF, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, AND INDEMNITIES WITH RESPECT THERETO. NOTWITHSTANDING THE FOREGOING, ALL OPEN SOURCE SOFTWARE OR FREEWARE INCLUDED WITH THE SOFTWARE (IF ANY) IS PROVIDED WITHOUT INDEMNIFICATION.
- 14 **Proprietary Rights:**
- 14.1 **No Resale.** Unless otherwise agreed in writing by MiToken, the Products and Services ordered or delivered pursuant to these Terms and Conditions are provided to Customer solely for Customer's use and shall not be distributed or resold to third parties. Unless otherwise agreed in writing, any resale or redistribution of MiToken Products by Customer shall be void. Customer shall not change, remove or obscure any labels, plates, insignia, lettering or other markings that are on the Products at the time of delivery.
- 14.2 **Rights Remain Vested in MiToken and its Suppliers/Licensors.** The Products incorporate proprietary technology and trade secrets of MiToken. All right, title and interest in and to the Products, other than that expressly granted to Customer herein, shall remain vested in MiToken and its third party suppliers and licensors. To the fullest extent permitted by law Customer shall not, and shall not permit others to, copy, translate, modify, create derivative works from, reverse engineer, disassemble, dissect or decompile the Products or Software, except as may be required by law. All appropriate copyright and other proprietary notices and legends shall be retained on all Products supplied by MiToken, and Customer shall maintain and reproduce such notices on all authorized copies of the Software and related documentation.
- 14.3 **Limited Access.** Customer shall hold the Software and related Documentation strictly confidential. Customer shall limit use of, and access to, the Software and related documentation to such of Customer's employees and MiToken approved contractors as are directly involved in the operation and maintenance of the Products. Customer shall, by all appropriate means, prevent disclosure to, or display or use of the Software and related documentation by third parties and employees not authorized to use the Products hereunder. Customer shall enter into binding written agreements with employees and MiToken approved contractors to prevent unauthorized publication, disclosure or use of Software and related documentation. Contractors not approved to have access to the Software and related documentation for the purposes of these Terms and Conditions are set out in clause 9.3. In the event that Customer is in default of its obligations under this clause and MiToken requests the return of Products and / or Software, Customer shall immediately discontinue use of and shall return to MiToken the original and all copies of the Software, related documentation and the



related Products.

15 **Support and Maintenance Service Levels:**

15.1 **Coverage.** Based on the service coverage for Standard Level Support, MiToken will provide the applicable Services described below. Maintenance parts, which will be new or reconditioned, will be furnished on a return and repair basis. Services provided under these Terms and Conditions do not guarantee uninterrupted or error-free operation of the Products or Software. In the event that Customer requests Services to be performed outside the service coverage period for the selected service coverage, MiToken will provide such Services on an as-available basis at MiToken's then-current per call rates and terms.

15.2 **Platinum Services** – 24 x 7 services available on execution of separate service level agreement and charges.

15.3 **Standard Level Support** allow support centre access which includes:

(i) Telephone and e-mail support during normal business hours as applying from time to time (refer to: [www.mi-token.com](http://www.mi-token.com)). Support contacts / numbers:

Email: [support@mi-token.com](mailto:support@mi-token.com)

for USA, Canada and EMEA call, +1 501 237 - 6405

for Asia-Pacific region call, +61 2 9002 5566

Telephone calls may be by way of a voice mail (messages can be left 24 x 7)

(ii) 24 x 7 access to any online information services;

(iii) Software and document updates online via the MiToken Software Download System;

(iv) Access to the MiToken Online Key Management Fulfilment System (if subscribed to);

(v) Technical Alert Notices (as issued);

(vi) Response within one (1) Business Day and escalation management within four (4) Business Days; and

(vii) Free replacement of MiToken supplied MiToken Hardware Tokens which have failed due to a defect within MiToken Hardware Token warranty period. Customer must ship the defective token at its own expense back to MiToken. Replacement Tokens must be shipped in minimum quantities of five (5) devices. Tokens which appear to have failed due to reasons other than a production defect will be replaced at the sole discretion of MiToken. MiToken reserves the right to substitute token brands or models of tokens that perform similarly to the originally supplied devices.

15.4 **FREEEXX Product Support**

(i) 24 x 7 access to any online information services;

(ii) Software and document updates online via the MiToken Software Download System;

(iii) Technical Alert Notices (as issued);

(iv) Free replacement of MiToken supplied MiToken Hardware Tokens which have failed due to a defect within MiToken Hardware Token warranty period. Customer must ship the defective token at its own expense back to MiToken. Replacement Tokens must be shipped in minimum quantities of five (5) devices. Tokens which appear to have failed due to reasons other than a production defect will be replaced at the sole discretion of MiToken. MiToken reserves the right to substitute token brands or models of tokens that perform similarly to the originally supplied devices.

**Telephone and Email Support on FREEEXX Product is only available via a Pre-paid Support Service**

**Pre-paid Support Service.**

An optional Pre-paid Support Service is available to FREEEXX Customers (optional).

This requires a prepayment before Support is provided.

Prepayment amount is non-refundable but does not expire while license is active).

Support is provided in 15 minute blocks and with separate rates for Email vs Phone Support.

Customers need to be on a minimum of the latest release less one to use Support.

Contact [sales@mi-token.com](mailto:sales@mi-token.com) or review details on [www.mi-token.com](http://www.mi-token.com) for further information.

Once prepayment is received, Support is provided as follows:

- (i) Telephone and e-mail support during normal business hours as applying from time to time (refer to: [www.mi-token.com](http://www.mi-token.com)). Support contacts / numbers:

Email: [support@mi-token.com](mailto:support@mi-token.com)

Support is provided from MiToken's Asia-Pacific Support Centre only call, +61 2 9002 5566

Telephone calls may be by way of a voice mail (messages can be left 24 x 7)

- (ii) Response within three (3) Business Days and escalation management within seven (7) Business Days. Note depending on workload, requests from Paid License customers will take priority.

15.5 **Versions Supported.** The Services provided under these Terms and Conditions in respect of:

- (i) **Software** shall be in respect of the current released whole-number revision of such software and the immediate prior whole-number released revision for a maximum period of twelve (12) months from the release date of the immediate prior whole-number release.
- (ii) **Mobile Application(s)** shall be in respect of the latest released revision of such Mobile Operating System software and/or Mobile Application Software and the immediate prior revision for a maximum period of six (6) months from the release date of the latest release.
- (iii) In relation to 15.5(i) and 15.5(ii) Customer acknowledges that MiToken shall have no obligation to support any other prior version or release.

15.6 **Non-Transferability.** Standard and Platinum Support Contracts on the Product are non-transferable unless MiToken gives its express written consent (which may be given or withheld at MiToken's sole discretion).

16 **Additional Support Offerings:**

**On-site Support.** Customer may request on-site support if on-site support is available in Customer's location. If on-site support is available in Customer's location, it will be provided between the hours of 9.00 am and 5.00 pm (local time) on Business Days or as otherwise notified at MiToken's then-current per call rates and terms. Such on-site support visits are subject to engineer availability.

**Training Services.** Customer may also request training services if training services are available in Customer's location. Training services are provided between the hours of 9.00 am and 5.00 pm (local time) on Business Days or as otherwise notified at MiToken's then-current per call rates and terms. Such training services are subject to engineer availability.

**Out-of-Hours Support.** Customer may request support out of hours and/or on weekend and public-holiday, which will be billed at MiToken's out-of-hours per call rates (as well as an out-of-hours loading and minimum charge) and terms.

**Pre-payment.** MiToken may request pre-payment for these additional support offerings

17 **Exclusions from Services:** The following are specifically excluded from the scope of Services to be provided:

17.1 Installation and Upgrade Services (these may be billable at the sole discretion of MiToken)

17.2 Customer's use of Software versions that are no longer supported or which have entered MiToken's End of Life Program and are beyond their allocated End of Support date. (Refer to MiToken for details on MiToken's End of Life Program and allocated End of Support date for Software, <http://www.mi-token.com/contact>);

17.3 Repair of damages, defects or malfunctions due to any cause external to the Product adversely affecting the Product's operability or serviceability which shall include, but not be limited to, fire, flood, water, wind, lightning and transportation, or due to accident, abuse, neglect, misuse, tampering, or any act of God;

17.4 Repair of non-conforming or damaged Product caused by the use of the Product for purposes other than normal and intended use, from using accessories or supplies not approved by MiToken, or from modification to the devices;

17.5 Furnishing software, supplies or accessories, painting or refinishing the machines or furnishing material therefore, making specification changes or performing services in connected with the relocation of the Product, or adding or removing approved accessories, attachments or other devices except as set forth herein;

17.6 Defects or errors which would not have arisen had Customer taken the steps recommended in any Security Advisory;

17.7 Any Services provided as a result of any of the above may be invoiced to Customer as an additional charge based on MiToken's then-current rates.

18 **Access to Product:** In cases where on-site assistance is required or requested by Customer, Customer shall provide the MiToken personnel with full and free access to the Software and in a place, which conforms to the health and safety regulations of the country where the MiToken personnel is to perform such Services. If persons other than



MiToken's technical engineers repair, modify or attempt to perform Services on any Product covered by these Terms and Conditions, and as a result thereof, any Services by MiToken are required to restore the Product to acceptable operating condition, such Services will be provided only at the applicable MiToken rates and terms then in effect.

- 19 **Default:** MiToken reserves the right to terminate or suspend Services in the event Customer is in default under these Terms and Conditions with MiToken and such default is not corrected within five (5) working days after written notice. In addition, the contract formed between Customer and MiToken on the basis of these Terms and Conditions, and all charges due there under will become immediately due and payable in the event that Customer makes an assignment for the benefit of creditors or a voluntary or involuntary petition is filed by or against Customer under any bankruptcy or insolvency laws.
- 20 **Cancellation of Orders:**
- 20.1 Regular, non-custom and non-special orders for Products accepted by MiToken may be cancelled by Customer only upon written notice to MiToken thirty (30) days before the Products are to be shipped. Such cancelled orders are subject to a fifty percent (50%) cancellation fee. Services, custom and special orders accepted by MiToken may not be cancelled unless otherwise agreed by MiToken in writing.
- 20.2 MiToken may cancel any accepted order and may delay or decline to make any further shipments in the event of (a) any non-payment or other default by Customer, (b) any conduct prohibited by clauses 14, or 23 or 24 of these Terms and Conditions, (c) bankruptcy or insolvency of Customer, or (d) any proceeding brought by or against Customer, voluntarily or involuntarily, under any provision of any bankruptcy or other insolvency law of any nation or community of nations and any political subdivision thereof.
- 21 **Overdue Payments:** If Customer owes monies to Vendor which are outstanding by more than 30 days then MiToken may require Customer to pay all outstanding amounts due to Vendor together with interest calculated at the overdue rate specified in the Quotation and if none specified then 7% per annum calculated daily, within 30 days of written demand from MiToken failing which MiToken may:
- (a) revoke the license(s) granted to Customer under these Terms and Conditions; and/or
- (b) suspend the provision of Services to Customer.
- MiToken will not be liable for and Customer releases MiToken and Vendor from and against any claim, loss or liability arising directly or indirectly as a result of MiToken taking such action ("Loss"). Customer indemnifies and will keep MiToken and Vendor jointly and severally indemnified from and against any such Loss.
- 22 **Termination or Expiry:** Where a license under these Terms and Conditions expires, is revoked or otherwise terminated then Customer shall immediately discontinue use of and shall return to MiToken (at the address specified for service of notices under these Terms and Conditions) the original and all copies of the Software, related documentation and the related Products.
- 23 **Import and Export and Anti-Corruption:** (a) Customer shall supply MiToken with such documents, information and undertakings as may be required to enable MiToken to apply for export licenses or comply with import requirements, where necessary, or to apply for any authorization required for the performance of these Terms and Conditions. Customer acknowledges that conditions have been imposed on the export of the Products under export control Regulations of The United States of America, of Australia and of other relevant countries or agreed to by participants of the Wassenaar Arrangement. Customer agrees to comply with all such export control regulations. Customer shall not export either directly or indirectly any Products, or any direct product thereof, without first obtaining express written authorization from MiToken. (b) Notwithstanding anything else, Customer may not use, or provide to any person or export or re-export or allow the export or re-export of, the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Each party represents that it is not named on any U.S. government denied-party list. Customer and Users shall not access or use the Services in a U.S. embargoed country. (c) Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any MiToken employee or agent in connection with the use of MiToken software and Services. If Customer learns of any violation of the above restriction, Customer will promptly notify MiToken.
- 24 **Use:** Customer warrants that the Products will not be used for any purpose related to chemical, biological, or nuclear weapons or missiles capable of delivering such weapons.
- 25 **Assignment:** These Terms and Conditions shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Customer may not assign or transfer its rights or obligations hereunder without the prior written consent of MiToken.
- 26 **Agreement:** These Terms and Conditions, any embedded license terms (refer to clause 6.1) and a Quotation(s) or accepted order(s), constitutes the entire agreement between the parties with respect to the subject matter hereof and no addition to or modification of any provision hereof shall be binding upon MiToken unless made in a writing by an authorized officer of MiToken. (Platinum level support may be the subject of a separate support service level agreement as contemplated by clause 15.2). These Terms and Conditions, including Quotation(s) or accepted order(s), constitutes the entire agreement between the parties with respect to the subject matter hereof and no addition to or modification of any provision hereof shall be binding upon MiToken unless made in the form of a

written addendum to these Terms and Conditions, which addendum is signed by an authorized officer of MiToken. Without limiting the generality of the foregoing, MiToken shall not be bound by any terms additional to or different from those in these Terms and Conditions, including pre-printed terms, that may appear in, or be referenced in, Customer's purchase orders or any other communications irrespective of whether MiToken (a) countersigns such purchase order or communication; or, (b) causes Product(s) to be delivered subsequent to receipt of such purchase order or communication. All Quotations shall be deemed to incorporate these Terms and Conditions reference and shall accordingly be governed by the provisions of these Terms and Conditions.

- 27 **Severability:** In the event that any term, clause or provision of these Terms and Conditions is construed to be or adjudged invalid, void or unenforceable, such term, clause or provision will be modified or severed in such manner as to cause these Terms and Conditions to be valid and enforceable while preserving to the maximum extent possible the terms, conditions and benefits of these Terms and Conditions, and the remaining terms, clauses and provisions will remain in full force and effect.
- 28 **Notices:** All notices or other communications required or permitted shall be in writing and shall be deemed duly served if sent by a recognized commercial courier or other express mail service, or by certified or registered mail, return receipt requested, first class postage prepaid to the following addresses:

**If to Mi-Token Inc:**

13785 Research Blvd  
Suite 125  
Austin TX 78750  
United States of America

or to such other address as Mi-Token Inc. may designate from time to time by giving notice as prescribed in this clause.

**If to Mitoken Pty Limited:**

Level 1  
27 Atchison Street  
St Leonards NSW 2065  
Australia

or to such other address as Mitoken Pty Limited may designate from time to time by giving notice as prescribed in this clause.

**If to Customer:**

At the address given in the Quotation or order signed by Customer or to such other address as Customer may designate from time to time by giving notice as prescribed in this clause.

Facsimile number: at the facsimile number given in the Quotation or signed by Customer, or to such other facsimile number as Customer may designate from time to time by giving notice as prescribed in this clause.

Except in the case of facsimile transmission, any such notice shall be deemed to be served on the seventh (7<sup>th</sup>) after posting. In the case of facsimile transmission, any such notice shall be deemed to be served on: (i) the day it was received by the recipient if this was a normal working day in the jurisdiction of the recipient and it was before 5.00pm (local time); (ii) if not on a working day in the jurisdiction of the recipient or if it was after 5.00 pm (local time) it will be deemed to be received on the next working day.

- 29 **Governing Law and Submission to Jurisdiction:**

29.1 **USA & Canada.** Where the sale of Products and/or Services is made to Customer by Mi-Token Inc. or one of its USA & Canada Partners (refer to: [www.mi-token.com/partners/#usc](http://www.mi-token.com/partners/#usc)) or one of its EMEA Partners (refer to: [www.mi-token.com/partners/#emea](http://www.mi-token.com/partners/#emea)): (a) these Terms and Conditions shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware; (b) no failure by MiToken to enforce or take advantage of any of its rights shall constitute a waiver of MiToken's right subsequently to enforce any of its rights; (c) subject to paragraph (d), Customer and MiToken agree to submit to the exclusive jurisdiction of Delaware courts; (d) MiToken may commence proceedings in the jurisdiction of Delaware courts or in any jurisdiction in which Customer is ordinarily located in order to enforce any obligation of confidentiality or to protect any of MiToken's or its licensors' intellectual property rights in the Products.

29.2 **Asia-Pacific.** Where the sale of Products and/or Services is made to Customer by Mitoken Pty Limited (ACN 139 792 591) or by one of its APAC Partners (refer to [www.mi-token.com/partners/#apac](http://www.mi-token.com/partners/#apac)): (a) these Terms and Conditions shall be governed by and construed and enforced in accordance with, the laws of the State of New South Wales, Australia; (b) no failure by MiToken to enforce or take advantage of any of its rights shall constitute a waiver of MiToken's rights subsequently to enforce any of its rights; (c) subject to paragraph (d), Customer and MiToken agree to submit to the exclusive jurisdiction of the courts of New South Wales; (d) MiToken may commence proceedings in the New South Wales or in any jurisdiction in which Customer is ordinarily located in order to

enforce any obligation of confidentiality or to protect any of MiToken's or its licensors' intellectual property rights in the Products.

30 **Property and Title:**

30.1 No right, title or interest in or to the Products shall pass from MiToken to Customer unless and until all monies owed by Customer to MiToken for all Products ordered by Customer have been paid in full. While MiToken's ownership continues the Customer shall keep such Products labeled as belonging to MiToken and separate and identifiable from all other goods in its possession as bailee for MiToken. For the avoidance of doubt, the Software is licensed not sold.

30.2 In the event of a failure by Customer to pay the purchase price in full MiToken shall have the power to resell the Products and MiToken and its agents and employees may forthwith enter any premises or lands occupied or owned by the Customer and remove the Products. Risk of damage to or loss of the Products shall pass to the Customer when the Products are made available for collection by the Customer. The Customer shall indemnify MiToken against any loss or damage to the Products prior to the passing of property therein while in the Customer's custody.

31 **Force Majeure:** Except for payment of funds, neither MiToken nor Customer shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot or the intervention of any government authority. If any such contingency occurs, MiToken may allocate production and deliveries among its customers.

32 **Australian customers:** Where the *Privacy Act 1988* (Cth) applies, Customer warrants that it has obtained the consent of each individual in respect of whom Customer has an association and whose Personal Information is relevant to the supply of Products and/or Services by MiToken under these Terms and Conditions to MiToken collecting, storing and using such Personal Information and transferring such personal information to an entity that it is in a foreign country (including Mi-Token Inc.) Customer indemnifies and will keep Mitoken Pty Ltd indemnified from and against any claim, loss or liability arising from a breach of this clause 32.

33 **Subcontracting:** MiToken may subcontract all or any part of its obligations under these Terms and Conditions and need not provide any notice to Customer regarding subcontracting.

34 **Resellers:** Any Reseller is not an agent for MiToken. MiToken is not responsible for any acts or omissions of a Reseller. A Quotation from a Reseller is not binding on MiToken unless MiToken has accepted an offer from Customer for Customer to be supplied with Products or Services by MiToken which is in conformity with the applicable Quotation.

35 **Interpretation:** In these Terms and Conditions unless the context otherwise requires: (a) words importing the singular include the plural and vice versa; (b) words denoting a gender include all genders; (c) headings shall be ignored in construing these Terms and Conditions, (d) references to persons include references to corporations and other bodies and entities; (e) references to statutes include all statutes amending, consolidating or replacing such statutes; and (f) references to MiToken business partners does not imply a relationship of partnership; such references are used only to indicate members of MiToken authorized distributorship/reseller network.

36 **Publicity:** Customer agrees to participate in press announcements, case studies, trade shows, or other marketing reasonably requested by MiToken. During the License period and for thirty (30) days thereafter, Customer grants MiToken the right, free of charge, to use Customer's name and/or logo, worldwide, to identify Customer as such on MiToken's website or other marketing or advertising materials