

Lamassu Industries AG

Operator Software Agreement

This Operator Software Agreement (hereinafter referred to as the "**Agreement**") is made between Lamassu Industries AG, a Swiss corporation, (hereinafter referred to as "**Lamassu**") and Lamassu's customer _____ to whom Lamassu's proprietary software or products containing embedded or pre-loaded proprietary software, or both is made available (hereinafter referred to as "**Licensee**"). Furthermore, Lamassu is a provider of related support and maintenance services.

WHEREAS, Lamassu has developed and is the owner of the Lamassu ATM software program that runs Lamassu Crypto ATMs and is also compatible with third party Crypto ATMs (hereinafter referred to as the "**Software**"). Software (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Lamassu; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

WHEREAS, Lamassu desires to grant to Licensee, and Licensee desires to obtain from Lamassu, a limited, non-exclusive license to use the Software and Lamassu provides support and maintenance services subject to terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Lamassu and Licensee (hereinafter referred to as the "**Parties**") agree as follows:

1. Scope

1.1.

Lamassu and Licensee enter into this Agreement in connection with Lamassu's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Lamassu is providing to Licensee, and Licensee's use of the Software and documentation.

1.2.

The Software is compatible with every Lamassu Crypto ATM and with some selected third party Crypto ATMs. The list of supported third party Crypto ATMs is displayed on Lamassu's website (<https://lamassu.is/software/>). The Licensee hereby confirms that it has reviewed this list to ensure compatibility with its chosen Crypto ATMs.

1.3.

Lamassu also provides certain support and maintenance services relating to Lamassu's products

and Software. This Agreement also covers such support services.

2. Granting of License

2.1.

Subject to the provisions of this Agreement and the payment of applicable fees outlined in the Primary Agreement, Lamassu grants to Licensee a personal, limited, non-transferable, non-sublicensable and non-exclusive license under Lamassu copyrights embodied in the Software to use the Software, in object code form, and the documentation solely in connection with (i) Licensee's use of the Lamassu products, (ii) compatible third party Crypto ATMs or (iii) to modify, adapt, create derivative works of the Software for the purpose of running it on other non Lamassu Crypto ATMs (hereinafter referred to as the "**Contractual Use**").

2.2.

If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement.

2.3.

Licensee may copy the Software, so far as a copy is necessary for the Contractual Use of the Software. Necessary copies are for example, the installation of the Software on a storage medium and loading the Software into the working memory. Licensee are also entitled to make a reasonable number of copies of the Software for backup purposes only. This right also includes the regular production of backup copies for the purpose of quickly restoring data stocks after a system failure and the temporary use of the Software on an alternative system. Copies of the Software made for backup purposes must be marked accordingly and may not be used for other purposes.

2.4.

Lamassu reserves for itself all other rights and interest not explicitly granted under this Agreement. In particular, Licensee is not entitled to edit the Software (including error corrections) without the consent of Lamassu. The right of Licensee to decrypt according to Art. 21 URG is reserved.

3. Limitations on Use

3.1.

Licensee may use the Software only for (i) Licensee's internal business purposes, (ii) the Contractual Use and (iii) only in accordance with the documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing", "application service provider", or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

3.2.

Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software outside of the Contractual Use; (iii) copy, reproduce, distribute, lend, or lease the Software or documentation to any third party, grant any sublicense or other rights in the Software or documentation to any third party, or take any action that would cause the Software or documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Lamassu's proprietary rights; or (v) provide, copy, transmit, disclose, divulge or make the Software or documentation available to any third party.

4. Delivery of the Software

4.1.

The delivery of the Software takes place with consultation between the Parties. Lamassu shall register Licensee within its system and provide it with an access code. Furthermore, the Software is pre-installed on any Lamassu Crypto ATM.

4.2.

Licensee shall download the Software through their own access code and install it on their own server. Licensee shall not alter the Software's functionality or provide its access code to third parties. Licensee is responsible for maintaining the confidentiality of their access data, their account information and all activities resulting from accessing the Software using their username and access data.

4.3.

Licensee is responsible for the installation and the launch of the Software. Upon request, Lamassu may provide to Licensee deployment support and additional support against separate payment as agreed between the Parties in writing (email sufficient) in advance.

5. Updates & upgrades & bug fixes

5.1.

Licensee agrees and acknowledges that malfunctions of the Software cannot be completely excluded, even with the greatest care, and that the uninterrupted functionality of the Software cannot be guaranteed.

5.2.

Lamassu shall provide Licensee free of charge with all updates, upgrades bug fixes and code corrections to correct Software malfunctions and defects in order to bring the Software into substantial conformity with its operating specifications.

5.3.

Lamassu may, but will not be required to, provide these services if Licensee has modified the Software or is in default.

5.4.

The ownership and any intellectual property rights to the work results continuously created by

providing updates, upgrades and bug fixes belong fully and exclusively to Lamassu.

6. Warranty of Title and Functionality

Lamassu hereby represents and warrants to Licensee that Lamassu is the owner of the Software and has the right to grant to Licensee the rights set forth in this Agreement.

6.1.

If Licensee is not in breach of any of its obligations under this Agreement and the Primary Agreement, Lamassu warrants that the Software will perform the functions described in this Agreement if used in accordance with the Agreement. Failure to do so shall constitute a defect in the Software that is subject to warranty (hereinafter referred to as the "**Defect**"). This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Lamassu.

6.2.

Lamassu does not warrant that Licensee's use of the Software or the Lamassu products will be uninterrupted, error-free, completely free of security vulnerabilities, or that the Software or the Lamassu products will meet Licensee's particular requirements. Lamassu makes no representations or warranties with respect to any third party software included in the Software. Licensee explicitly agrees and acknowledges that Lamassu does not warrant that the Software will satisfy or fulfil any regulators, customers and/or other authorities' requirements and expectations. It's in the sole responsibility of Licensee to clarify with the competent regulators whether the Software and other implemented measures fulfil the applicable requirements.

6.3.

Licensee acknowledges, however, that malfunctions of the Software cannot be completely ruled out, even with the greatest care, and that the uninterrupted functionality of the Software cannot be guaranteed.

6.4.

Lamassu's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or security vulnerabilities. If Lamassu cannot correct the defect within a reasonable time, then at Lamassu's option, Lamassu will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund Licensee's paid license fee.

6.5.

Licensee must give Lamassu sufficient notice of any defect within 5 calendar days of its discovery.

6.6.

The express warranties set forth in this Section 6 are in lieu of, and Lamassu disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Lamassu knows, has reason to know, has been advised, or is otherwise aware of

any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Lamassu disclaims any warranty to any person other than Licensee with respect to the Software or documentation. Any further warranty claims of Licensee are expressly excluded.

7. License Fees

7.1.

Licensee shall pay a per machine based license fee as displayed on Lamassu's website (<https://lamassu.is/software/>). Licensee has the possibility to choose between a monthly or an annually license fee (hereinafter referred to as the "License Fee").

7.2.

The License Fee does not include VAT and any other relevant taxes or any expenses. The License Fee shall be prepaid and will be invoiced by Lamassu on a monthly or annually basis (depending on the subscription model chosen).

7.3.

Licensee shall pay the License Fee either by credit card, wire transfer or by Bitcoin transfer.

7.4.

If Licensee fails to make payments when due, Licensor may suspend the Software and any related support services until Licensee pays all outstanding fees plus accrued interest of 5

7.5.

Lamassu reserves the right to adjust the License Fee. In the event of a price change, Lamassu will provide notice to the Licensee. The Licensee may terminate the Agreement within thirty (30) days of receiving notice. If no termination is communicated within this period, the Licensee agrees to the adjusted prices, which shall then become applicable to the Agreement.

8. Support Services

8.1.

Lamassu will provide dedicated technical support by email or VoIP application (e.g. Jitsi). Lamassu will also provide technical operating documentation in the form of an online knowledgebase. This Agreement does not cover any damage to hardware or software caused by or relating to fire, water, electricity, or other similar casualty event. This Agreement does not cover support related to changes or updates in software by third parties or where Customer has modified Lamassu-provided software.

8.2.

There are no separate tiers of service. Lamassu does not and cannot promise resolution of the Customer's technical issue. Lamassu may make its support available at designated times of day which may change from time to time. In the absence of other time restrictions, service hours are restricted to normal business hours in the Eastern Standard Time zone. When Lamassu-provided software updates become available, Lamassu will make those updates available to Customer immediately, so long as this Agreement is in effect.

Lamassu provides the support services "as is" and makes no warranties, express or implied,

regarding the support services, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or any other warranty arising by statute or otherwise in law or from a course of dealing or usage of trade. Lamassu does not warrant that the support services will be uninterrupted, error-free, or meet the Licensee's specific requirements. The Licensee assumes all responsibility for determining whether the support services are sufficient for their intended use.

9. Limitation of Liability

9.1.

Lamassu shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Licensee was advised of the possibility of such losses in advance by Lamassu.

9.2.

In no event shall Lamassu's liability hereunder exceed the amount paid by Licensee under the this Agreement, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

9.3.

This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision in this Agreement.

10. Term and termination

10.1.

Licensee's right to use the Software and documentation will begin when the this Agreement is signed by both Parties and will continue will continue indefinitely unless terminated as provided herein.

10.2. Termination for Convenience

Either party may terminate this Agreement for convenience by providing notice at least: - Ten (10) days in advance of the end of the subscription (for monthly subscriptions); or - Twenty (20) days in advance of the end of the subscription (for annual subscriptions).

10.3. Termination for Cause

Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches any provision of this Agreement.

10.4. Automatic Termination for Non-Payment

This Agreement will automatically terminate if the Licensee fails to make any payment due under this Agreement within twenty (20) days of the payment due date.

10.5. Termination Due to Pricing Changes

The Licensee may terminate the Agreement within thirty (30) days of receiving notice. If no termination is communicated within this period, the Licensee agrees to the adjusted prices, which shall then become applicable to the Agreement.

10.6. Effect of Termination

Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Lamassu that all copies of the Software have been removed or deleted and that all copies of the Software and documentation have been returned to Lamassu or destroyed by Licensee and are no longer in use by Licensee.

10.7.

Licensee acknowledges that Lamassu made a considerable investment of resources in the development, marketing, and distribution of the Software and documentation and that Licensee's breach of this Agreement will result in irreparable harm to Lamassu for which solely monetary damages would be inadequate. If Licensee breaches this Agreement, Lamassu may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated documentation).

10.8.

Sections 3, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16 , 17 and 18 survive the termination of this Agreement.

11. Intellectual Property Rights

11.1.

The Software is and includes intellectual property of Lamassu. All associated intellectual property rights, including, without limitation, worldwide patent, trademark, copyright and trade secret rights, are reserved by Lamassu. Lamassu retains all right, title and interest in and copyrights to the Software, regardless of form or media in or on which the original or other copies may subsequently exist. This Agreement does not constitute a sale of the Software and no title or proprietary rights to the Software are transferred to Licensee hereby. Licensee acknowledges that the Software is a unique, confidential and valuable asset of Lamassu.

11.2.

All intellectual property developed, originated, or prepared by Lamassu in connection with providing the Software, Lamassu products, documentation or related services, remains vested exclusively in Lamassu, and Licensee will not have any shared development or other intellectual property rights.

11.3.

All intellectual property rights, including but not limited to copyrights, patents, trademarks, trade secrets, and any other proprietary rights, in and related to the support services provided by Lamassu vest and remain exclusively with Lamassu. Nothing in this Agreement shall be construed to grant the Licensee any ownership rights in or to the support services, or any associated intellectual property. The Licensee shall not acquire any right, title, or interest in the intellectual property created, provided, or used in the course of these support services, other than the limited right to use the deliverables for the Contractual Use.

11.4. Confidentiality

Licensee acknowledges that the Software contains propriety trade secrets of Lamassu and Licensee hereby agrees to maintain the confidentiality of the Software using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information. Licensee agrees to promptly communicate the terms and conditions of this Agreement to those persons employed by Licensee who come into contact with the Software. Licensee is

responsible in the event of a breach of confidentiality by any of its employees or agents. Licensee shall use reasonable efforts to ensure its compliance with its confidentiality obligations under this Agreement, including, without limitation, preventing the use of any portion of the Software for the purpose of deriving the source code of the Software.

12. Successors

12.1.

This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

13. Severability

13.1.

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part of it.

14. Non-assignment

14.1.

This Agreement, any claims and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of Lamassu. This Section 15.1 does not apply to Licensee with regard to current and future entities of Lamassu.

14.2.

This Agreement and any claims hereunder may not be assigned by Lamassu to any third party without the prior written consent of Licensee.

15. Entire Agreement

This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting term, which may be contained in Licensees' purchase order or Lamassu's order acknowledgment forms.

16. Notices

All notices under this Agreement and other communications under this Agreement (collectively, "Notices") must be in writing (email sufficient) and shall be delivered to the respective party either by way of email or by way of international courier service.

17. Governing law / place of jurisdiction

17.1.

This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland under exclusion of its conflict of laws rules. The United Nations Convention on Contracts on the International Sale of Goods is expressly excluded.

17.2.

The Parties hereby irrevocably and unconditionally agree to the exclusive jurisdiction of the ordinary courts of Lucerne, Switzerland.

17.3. Severability

If any proper court or tribunal declares any part of this Agreement unenforceable, the remainder of the Agreement remains valid and enforceable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

Licensee

Signature

Date

Name

Title

Lamassu Industries AG

Signature

Date

Raphael Baumann
President of the Board