This License Agreement ("Agreement") is entered into effective as of the last date of execution ("Agreement Date") between OPEN INVENTION NETWORK, LLC, ("OIN"), and the undersigned Person ("You"). Words beginning with capital letters shall have the meaning set forth as noted in the body or in the definitions appended hereto.

Section 1. Licenses.

1.1 Subject to Section 1.2(b), OIN, grants to You and Your Subsidiaries a royalty-free, worldwide, nonexclusive, non-transferable license under OIN Patents to make, have made, use, import, and Distribute any products or services. In addition to the foregoing and without limitation thereof, with respect only to the Linux System, the license granted herein includes the right to engage in activities that in the absence of this Agreement would constitute inducement to infringe or contributory infringement (or infringement under any other analogous legal doctrine in the applicable jurisdiction).

1.2 Subject to Section 2.2 and in consideration for the license granted in Section 1.1, You, on behalf of yourself and your Affiliates, (a) grant to each Licensee and its Subsidiaries that are Subsidiaries as of the Eligibility Date a royalty-free, worldwide, nonexclusive, non-transferable license under Your Patents for making, having made, using, importing, and Distributing any Linux System; and (b) represent and warrant that (i) You have the full right and power to grant the foregoing licenses and the release in Section 1.4 and that Your Affiliates are and will be bound by the obligations of this Agreement; and (ii) neither You nor any of Your Affiliates has a Claim pending against any Person for making, having made, using, importing, and Distributing any Linux System. Notwithstanding anything in another Company Licensing Agreement to the contrary, You and your current and future Subsidiaries do not and shall not receive, and hereby disclaim and waive, any license from a Licensee and its current and future Affiliates pursuant to a Company Licensing Agreement for implementations of Linux Environment Components as specified in such Company Licensing Agreement to the extent that You and your current and future Affiliates are excepting any such implementations of Linux Environment Component from your license to a Licensee and its current and future Subsidiaries. The previous sentence is for the express benefit of the Members of OIN, OIN, and OIN's Licensees.

1.3 Subject to Section 1.2(b), OIN irrevocably releases You and Your Subsidiaries from claims of infringement of the OIN Patents to the extent such claims are based on acts prior to the Agreement Date that, had they been performed after the Agreement Date, would have been licensed under this Agreement.

1.4 You, on behalf of Yourself and Your Affiliates, irrevocably releases and shall release each Licensee and its Subsidiaries that are Subsidiaries on the Amendment Date and their respective Channel Entities and Customers that are Channel Entities and Customers, respectively, on or before the Amendment Date from any and all claims of infringement of Your Patents to the extent such claims are based on acts prior to the Amendment Date that, had they been performed after the Amendment Date, would have been licensed under this Agreement. As used herein, a Licensee's "Amendment Date" shall mean the later of the date an amendment becomes effective under Section 2.1 and the date such Licensee becomes a Licensee.

Section 2. Changes to Terms; Limitation of License

2.1 OIN may amend this Agreement, including the definitions on the OIN website, from time to time and will notify You in writing of any amendment at least sixty (60) days before the amendment becomes effective

2.2 You may make a "Limitation Election" to limit Your patents that are subject to the license granted herein, effective on a "Limitation Date" thirty (30) days after giving written notice to OIN. If a Limitation Election is made, (a) OIN Patents, Licensee Patents, and Your Patents shall thereafter be limited to those licensable during the Capture Period, provided that the Capture Period with respect to Licensee Patents shall end on the Limitation Date; (b) the license in Section 1.1 will

become limited to products and services made and marketed by You prior to the Limitation Date; (c) the definition of Linux System shall have the meaning as defined on the Limitation Date; (d) the license in Section 1.2 shall not extend to any Person that becomes a Licensee after the Limitation Date; and (e) any licenses granted in Company Licensing Agreements or any amendment by OIN executed after the Limitation Date shall not extend to You or Your Subsidiaries.

2.3 If through a change of control or otherwise, on a given date, You become unable to grant all the rights granted in Section 1.2, then: (a) the license granted in Section 1.1 shall terminate on such date; (b) the license granted in Section 1.2 and vesting prior to such date shall continue; and (c) for the purpose of this Section 2.3 only, the Capture Period as to OIN Patents, Licensee Patents, and Your Patents shall end on said date.

Section 3: Term of Agreement; Termination; Suspension

3.1 The term of this Agreement shall be from the Agreement Date until the last to expire of the OIN Patents or Your Patents, unless earlier terminated.

3.2 If a Subsidiary of You ceases to be a Subsidiary on a given date, the license granted in Section 1.1 to such Subsidiary shall terminate on such date. If an Affiliate of You ceases to be an Affiliate on a given date, the license granted in Section 1.2 and vesting prior to such date by such Affiliate shall continue.

3.3 If a Licensee or its Affiliate files one or more Claims against You or Your Subsidiaries based on products that perform substantially the same function as the Linux System, and are Distributed by You or Your Subsidiaries, then You may suspend the license granted under Section 1.2 to such Licensee and its Subsidiaries on written notice to such Licensee. Such suspension shall be effective unless and until such Claim is dismissed.

3.4 The license in Section 1.1 shall terminate effective on the day You or Your Subsidiary files one or more Claims against any Licensee, whose license has not been suspended by You under Section 3.3, for making, having made, using, importing, or Distributing any Linux System.

3.5 No termination or suspension of the licenses granted hereunder shall relieve either party of any obligation accrued hereunder prior to such termination.

Section 4: Notice

Notices and other communications in connection with this Agreement shall be in writing and signed by the party giving such notice, and shall be deemed to have been given upon receipt or upon tender to an appropriate individual at the following address:

For You and Your Subsidiaries:
Bitoshi Blockchain Logic

1 Springwell Road

Kyalami, Gauteng, 1684 South Africa

For OIN:

The current OIN address as of the date of notice as specified on www.openinventionnetwork.com.

You shall copy OIN on all notices given in connection with this Agreement. Each party shall have both the unilateral right and the obligation to amend this Section 4 to keep its contact information current.

Section 5. Miscellaneous

5.1 No patents subject to this Agreement shall be assigned or any rights granted hereunder unless such assignment or grant is made subject to the terms of this Agreement. Neither OIN nor You shall assign this Agreement, assign any of its rights under this Agreement, or delegate any of its obligations hereunder, unless otherwise agreed in writing by the other party. Any attempt to do any of the foregoing shall be void.

5.2 OIN represents and warrants that it has the full right and power to grant the license set forth in Section 1. Except as provided in Section 1.2, neither party makes any other representations or warranties, express or implied.

5.3 This Agreement shall not affect any provision in other patent license agreements between You or Your Affiliates and any third party.

5.4 The parties acknowledge that some portions of the Linux System are subject to versions 1 and 2 of the GNU General Public License ('GPL') and that nothing in this Agreement is intended to cause a party not to comply with the GPL with respect to the Linux System. To the extent a provision of this Agreement would cause Licensee not to be in compliance with the GPL, such provision shall be interpreted in a manner consistent with the relevant version of the GPL, including that the Licensee shall be deemed to have received or granted any additional licenses required for compliance with that version of the GPL.

5.5 Each Licensee shall be a third party beneficiary of this Agreement with the right to enforce the terms and conditions of this Agreement directly against You and Your Affiliates.

5.6 This Agreement shall be construed in accordance with the laws of the State of New York as such laws apply to contracts entered into and fully performed in the State of New York.

This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof, and replaces any prior or contemporaneous oral or written communications or agreements between them with respect to such subject matter.

Agreed to:
Bitoshi Blockchain Logic
By:

Damien Kaylen Dale

(Authorized Signature, PLEASE TYPE YOUR NAME HERE IN THIS BOX)

Name : Damien Dale
Title : Owner
Date : 06/08/2019 04:56:14 EDT

Agreed to :

OPEN INVENTION NETWORK, LLC

By:

Name: Keith Bergelt

Title: CEO

Date: 06/08/2019 04:56:14 EDT

Definitions:

"Affiliate" shall mean, with respect to any specified Person, any other Person that now or in the future (i) is a Subsidiary of the specified Person, (ii) is a parent of the specified Person or (iii) is a Subsidiary of a parent of the specified Person. In each of the foregoing cases, such other Person shall be deemed to be an Affiliate only during the time such relationship as a Subsidiary or parent exists.

"Capture Period" shall mean the period beginning on the Agreement Date and ending on the earlier of (i) the date this Agreement or the license in Section 1.1 is terminated and (ii) the Limitation Date (as defined in Section 2.2), provided however, when You exercise a Limitation Election (as defined in Section 2.2), the Capture Period as to Your Patents shall end one year after the Limitation Date.

"Channel Entity", as to a Person, shall mean a direct or indirect distributor, reseller or re-licensor of such Person or other entity in such Person's sales or distribution channel.

"Claim" shall mean a lawsuit, binding arbitration, or administrative action, or other filed legal proceeding, including a counterclaim or cross-claim, alleging patent infringement.

"Company Licensing Agreement" shall mean a license agreement (including this Agreement) between OIN and another Person that has substantially the same terms and conditions as this Agreement, or a license agreement between OIN and a Member of OIN, designated by OIN as a Company Licensing Agreement.

"Customer", as to a Person, shall mean an end-user or other customer, direct or indirect, of such Person.

"Distribute" shall mean lease, license, offer to sell, sell, or otherwise provide, by any distribution means.

"Eligibility Date" shall mean, with respect to any particular Licensee, the later of the Agreement Date and the date such Licensee becomes a Licensee,

"Licensee" shall mean at any time, now or in the future, any Person other than You and your Subsidiaries that is granted a license under OIN Patents pursuant to a Company Licensing Agreement which license has not been terminated and with respect to which license said Person has not made a Limitation Election, or undergone a change in control in accordance with Section 2.3, prior to the Agreement Date.

"Licensee Patents," shall mean patents licensed by any and all Licensees pursuant to a Company Licensing Agreement.

"Linux System" shall, at any time, have the meaning set forth, at that time, on www.openinventionnetwork.com.

"Member of OIN" shall mean a Member of the Open Invention Network LLC as identified on the OIN website.

"OIN Patents" shall mean all patents and patent applications including utility models and typeface design patents and registrations, under which OIN has at any time during the Capture Period, the right to grant licenses to You or Your Subsidiaries of or within the scope granted herein without such grant or the exercise of rights thereunder resulting in the payment of royalties or other consideration by OIN to unaffiliated third parties. OIN Patents shall include divisionals, continuations and continuations-in-part, results of reexaminations, any foreign counterparts of the foregoing patents and patent applications and any patents reissuing on any of the foregoing patents.

"Person" includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization.

"Subsidiary" shall mean, with respect to any specified Person, any other Person of which more than 50% of the total voting power is owned or controlled, directly or indirectly, now or in the future, by the specified Person, but such other Person shall be deemed to be a Subsidiary only during the time such ownership or control exists.

"Your Patents" shall mean all patents and patent applications including utility models and typeface design patents and registrations (but not including any other design patents or registrations), under which You or any of Your Affiliates has at any time during the Capture Period, the right to grant rights of or within the scope granted herein without such grant or the exercise of rights thereunder resulting in the payment of royalties or other consideration by You or Your Affiliates to unaffiliated third parties (other than payments to third parties for patents or patent applications on inventions made by the third parties while employed by or providing services to You or any of Your Affiliates). Your Patents shall include divisionals, continuations and continuations-in-part, results of reexaminations, and any patents reissuing on, any of the foregoing patents, and any foreign counterparts of the foregoing patents and patent applications.

Date:
06/08/2019 04:56 EDT