**INTEGRATION AND SUPPORT AGREEMENT**

**(LIQUID NODE)**

This Integration and Support Agreement and the attached Exhibits (collectively, the “**Agreement**”) is entered into as of (“**Effective Date**”) by and between

(a) Blockstream Corporation Inc. (*Corporation Blockstream Inc.*), a Québec corporation (“**Blockstream**”) and

(b)

(“**Peer**”)

(each of Blockstream and Peer a “**Party**” and collectively the “**Parties**”).

**RECITALS**

**WHEREAS**, Blockstream is a leading innovator in Bitcoin core and related technologies, with a focus on improving utilization of the Bitcoin blockchain and related distributed trust systems;

**WHEREAS**, Peer is a leading provider of

**WHEREAS**, Blockstream has developed a high-performance back-end transaction messaging system consisting of hardware and software that, among other things, speeds Participating Peers’ interactions with each other on the Liquid Network;

**WHEREAS**, Peer desires to license the software components of this system;

**WHEREAS**, Blockstream and Peer desire to enter into this Agreement, which specifies their respective responsibilities for integrating, launching, operating, and supporting the software nodes that comprise part of the system;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Blockstream and Peer agree as follows:

# **1. DEFINITIONS**

1. **“Acceptance Testing”** means the verifications, procedures, and tests set forth in the Liquid Network Documentation, which are intended to verify that the Liquid Integration was successful.
2. **“Affiliate”** means any entity that owns, is owned by, or is under common ownership with a Party under this Agreement. As used in this section, ownership shall mean an ownership interest of 50% or more.
3. **“Confidential Information”** has the meaning set forth in Section 9.
4. **“Fees”** means the amounts Peer will pay Blockstream as set forth in Exhibit A.
5. “**Functionaries**” means Participating Peers that have agreed with Blockstream to host a Functionary Server.
6. **“Functionary Server”** means the computer hardware (and its included software) provided by Blockstream to Functionaries on the Liquid Network.
7. **“Integration Approval”** means Peer’s and Blockstream’s mutual, written agreement that the Liquid Integration is complete and the Liquid Node is ready for Launch.
8. **“Integration Assistance”** means those services to be provided by Blockstream to Peer in order to assist Peer achieve Launch.
9. **“Intellectual Property”** means all copyrights, trademarks, patents and other proprietary rights arising under the laws of the United States or any other state, country or jurisdiction.
10. **“Launch”** means that date on which Peer begins running a Liquid Node, to occur upon a date mutually agreed-upon by the parties.
11. **“Liquid Integration”** means the installation of Liquid Software on the Peer Systems and the associated reconfiguration of Peer Systems to create a fully functional Liquid Node.
12. **“Liquid Network”** means the peer-to-peer network comprised of Liquid Nodes controlled by Participating Peers.
13. **“Liquid Network Documentation”** means, collectively, the technical requirements and other rules and guidelines regarding the proper (i) integration of the Liquid Software into Peer Services to create a conforming, fully-operational Liquid Node, (ii) operation of the Liquid Node, and (iii) installation and operation of Functionary Servers, located at an individualized URL to be distributed to you via email, as may be updated from time to time by Blockstream and which is incorporated by reference into this Agreement. For the avoidance of doubt, the Liquid Network Documentation includes only obligations on the part of the Peer, and shall not be construed to impose any obligations on Blockstream beyond those explicitly set forth in this Agreement.
14. **“Liquid Node”** means a Peer System that has successfully integrated the Liquid Software in accordance with the Liquid Network Documentation.
15. **“Liquid Service”** means the service provided by Peer to its Users that utilizes Peer’s Liquid Node.
16. **“Liquid Software”** means the sidechain software for the Liquid sidechain made available by Blockstream.
17. **“Participating Peer”** means any entity that has entered into an agreement with Blockstream and that is operating a Liquid Node.
18. **“Peer Services”** means those services offered by Peer to its Users incorporating the Liquid Service.
19. **“Peer Systems”** means the computer and other systems through which Peer provides its services to its Users, which, post Launch, includes a Liquid Node.
20. “**Transaction**” means any transaction initiated by a User after the Launch incorporating the Peer Services.
21. **“Transaction Messaging Interruption”** means any interruption or failure in the desired performance of the Liquid Network, Liquid Node, Liquid Service, or Functionary Servers, broadly construed. Without limiting the foregoing, Transaction Messaging Interruption may result in the degradation or failure of Transactions to execute or failure of Transactions to execute in a desired or expected fashion.
22. **“User”** means any person who is authorized by Peer to make use of Peer Services.

**2. INTEGRATION OF LIQUID SOFTWARE & LAUNCH**

1. **Provision of Liquid Software.**  Blockstream will provide the latest release version of the Liquid Software to Peer within 10 days of the Effective Date.
2. **Liquid Software Integration.** Pursuant to the terms of this Agreement and the Liquid Network Documentation, and in conjunction with any mutually agreed upon Integration Assistance provided by Blockstream, Peer agrees to use commercially reasonable efforts to complete a Liquid Integration.
3. **Development Costs.** Peer is solely responsible for any software development costs and expenses related to the integration of the Liquid Software with Peer Systems to create a Liquid Node. Blockstream is responsible for all other software development and maintenance costs.
4. **Acceptance Testing.** Blockstream agrees to assist Peer in testing and evaluating the Liquid Integration in preparation for Launch.
5. **Launch of Liquid Services.** Peer shall not make its Liquid Service available to Users prior to Launch.
6. **Maintenance of Integration; Service Integrity.** Peer shall operate its Liquid Service in strict compliance with this Agreement and the Liquid Network Documentation, and except for downtime of its Liquid Node associated with regular maintenance of Peer Systems, Peer will not implement, maintain, or update Peer Systems in any manner which it knows or ought reasonably to know would adversely affect the operation, security, or integrity of the Liquid Node, or the operation, security, integrity, or availability of the Liquid Network or any Transaction on the Liquid Network.
7. **Peer’s Security Measures.** Peer shall establish, maintain, and implement effective procedures to safeguard against unauthorized Transactions on, or other unauthorized access to, Peer Systems. Peer agrees to institute the highest level of security procedures to ensure that no User initiates a Transaction using Peer Systems or Peer Services in the absence of proper safeguards. Peer also agrees to take reasonable steps to maintain the confidentiality of its security procedures and any User IDs, passwords, codes, credentials, security devices, or related instructions. If Peer believes or suspects that any such information has been known or accessed by unauthorized persons, Peer agrees to take all steps necessary to stop any further access, change any passwords, revoke any outstanding authorization tokens, API tokens, credentials or other means of access associated with the affected accounts, notify affected Users, and immediately notify Blockstream in writing of the details of the activity.
8. **Functionality of the Liquid Network.** Peer acknowledges and agrees that Blockstream has no custody or control of any element of any Transaction or any assets embedded in or associated with such Transaction, nor does Blockstream owe any fiduciary obligation or duty to any Peer or the network of Peers with regard to transactions on the Liquid Network except as explicitly stated in this agreement. Peer acknowledges and agrees that Blockstream does not have unilateral control over the Liquid Network and that access to the Liquid Network is not guaranteed.
9. **Availability of Liquid Network.** Blockstream does not guarantee the uninterrupted availability of the Liquid Network, the existence or availability of any Participating Peer, or the availability of any Liquid Node. Peer acknowledges and agrees that the Liquid Network may, from time to time, become unavailable due to circumstances outside of the control of Peer or Blockstream. In the event that the Liquid Network becomes unavailable, Peer will be responsible for informing Users. Blockstream will not be liable for any losses that occur as a result of any Transaction Messaging Interruption or the unavailability of the Liquid Network for any reason, excepting service credits for extended outages as described in the Liquid Network Documentation.
10. **Usage Data.** Upon request, Peer will provide Blockstream with the anonymized traffic data for the first 120 days of Liquid Network usage. Blockstream will use this data only to evaluate and improve its ability to provide services under this Agreement.

**3. FUNCTIONARY SERVER**

1. **Non-entitlement.** Nothing in this Agreement entitles Participant to receipt of a Functionary Server from Blockstream or to otherwise act as a Functionary. Participant may contact Blockstream for a separate agreement if it wishes to operate a Functionary Server.

**4. UPDATES**

1. **Types.** During the Term, Blockstream may release updates to the Liquid Software. Blockstream will identify each such update as either emergency or ordinary and will provide an update package with the associated release notes to Peer describing the reason for the update and the corresponding categorization as either emergency or ordinary. Under no circumstances will Blockstream be obligated to release any updates.
2. **Review.** Upon receipt of an update from Blockstream, Peer shall review the software and associated release notes as soon as reasonably possible. In the event that Peer objects to implementing the updated software, Peer shall notify the Blockstream Project Manager of their objection and specifying the reasons for their objections as further set forth below.
3. **Emergency Updates.** Blockstream will only release emergency updates to address specific security vulnerabilities. Blockstream will disclose the specifics of the vulnerability upon issuing the emergency update. Peer will do one of the following within 24 hours of its receipt of the software: a) complete the implementation of the update; b) notify the Blockstream Project Manager in writing of Peer’s genuine inability to implement the update; or c) file a specific objection to the update in writing to the Blockstream Project Manager. Peer may file an objection only if Peer reasonably believes the disclosed vulnerability is not an actual security vulnerability and/or that the issued update will not repair the disclosed vulnerability.
4. **Objections and delays to emergency updates.** In the event that Peer and Blockstream are unable to reach a mutually acceptable agreement on the implementation of an emergency update to the Liquid Node within a reasonable time frame, Peer acknowledges and agrees that it may experience Transaction Messaging Interruptions.
5. **Ordinary Updates.** Blockstream may release ordinary updates to implement general improvements that do not involve critical security vulnerabilities. In the event of an ordinary update, Peer is strongly encouraged to complete the implementation of the update within a reasonable period of time after its receipt of the software. Peer is not obligated to implement ordinary updates; Peer may choose to implement ordinary updates at any time at its sole discretion and may also choose to file objections in writing to the Blockstream Project Manager.
6. **Objections and delays to ordinary updates**. Peer is strongly encouraged to raise any issues with an ordinary update with the Blockstream Project Manager, but no penalty will be imposed by Blockstream for failure to implement an ordinary update. Peer acknowledges and agrees that its failure to implement an ordinary update may result in Transaction Messaging Interruptions.

**5. SUPPORT & MAINTENANCE**

1. **Roles of Parties.** As between Blockstream and Peer, Peer shall be responsible for the contractual and customer service relationship with any User regarding their use of the Liquid Network and Peer Services in general. Except as noted in Section 7(a), Blockstream will only be responsible for providing support to Peer’s customer care representatives with respect to issues directly caused by the Liquid Node. In no event will Blockstream be obligated under this Agreement to directly interact with any Users.
2. **User Support.** Peer, at its expense, will be solely responsible for providing support to Users.
3. **Blockstream Support.** Peer customer care representatives may contact the Blockstream escalation support contacts set forth in Exhibit B below to provide support for issues caused by the Liquid Node. Blockstream, at its expense, will use commercially reasonable efforts to provide technical assistance (in English) to Peer for problems not resolved by Peer’s own support staff.
4. **Support Training.** Blockstream will provide a reasonable amount of training to appropriate Peer personnel regarding the Liquid Network. The time and location of any such training, which may include training by video conference, will be as mutually agreed to by the Parties. Training will be provided free of charge to Peer, but each Party will bear its own expenses related to conducting, attending, or participating in such training sessions.
5. **Quarterly Reviews.**During the Term the Parties will confer at least once each calendar quarter to address future service offerings, overall value propositions and technical performance issues, if any. Each quarterly review will be attended by authorized representatives of each Party including project managers and senior management as mutually agreed to by the Parties.
6. **Reporting of Support Issues.** On a monthly basis, or at such other frequency as mutually agreed upon in writing by the Parties (for which email shall suffice), Peer will provide Blockstream with a summary of the types of support issues and general feedback it received from Users regarding their use of the Liquid Services.

**6. MARKETING & UX**

**General.**  The Parties will work together in good faith to undertake mutually agreeable marketing initiatives related to the promotion of the Liquid Network.

1. **Press Release.** Neither Party will issue a press release announcing the relationship arising under this Agreement without the prior written consent of the other Party.
2. **Peer Trademark License.** Subject to the terms and conditions of this Agreement, Peer grants to Blockstream a limited, non-exclusive, non-sublicensable, non-transferable, royalty-free, worldwide license to use, display, store, and reproduce the Peer Trademarks in marketing materials to publicize its participation in the Liquid Network for the duration of the Term. Blockstream shall comply with all reasonable trademark standards and brand guidelines provided by Peer to Blockstream with respect to the use of such Peer’s Trademarks. Further, Blockstream will not create a combination mark consisting of one or more of Peer’s Trademarks. All uses of Peer’s Trademarks shall inure to the benefit of Peer.
3. **Blockstream Trademark License.** Subject to the terms and conditions of this Agreement, Blockstream grants to Peer a limited, non-exclusive, non-sublicensable, non-transferable, royalty-free, revocable, worldwide license to use, display, store, and reproduce Blockstream Trademarks in marketing materials and in its Liquid Service to publicize its use of the Liquid Network for the duration of the Term. Peer agrees to comply with all reasonable trademark standards and brand guidelines provided by Blockstream with respect to the use of Blockstream's Trademarks. Further, Peer will not create a combination mark including Blockstream's Trademarks. All uses of Blockstream’s Trademarks shall inure to the benefit of Blockstream.

**7. PAYMENT**

1. **Fees.** Peer agrees to pay to Blockstream the Fees. All Fees are non-refundable and are exclusive of applicable taxes, including without limitation sales taxes. Payment terms for all invoiced amounts will be 30 days from the date of invoice as long as the account is current, except as specified in Exhibit A. All payments shall be in U.S. dollars unless a different currency is specified in Exhibit A. Any invoiced amount which is not paid when due will bear a late fee at the rate of 18% per annum or the maximum rate permitted by law, whichever is less. Accounts must be current in order to receive support from Blockstream. If Peer fails to pay any invoiced amount when due, Blockstream reserves the right to pursue any and all legal remedies to collect the amounts owed by Peer and to terminate all services provided by Blockstream.
2. **Taxes.** All sales, use, VAT or other similar taxes on (i) any transfer processed using the Liquid Network, and (ii) Fees assessed by Blockstream pursuant to Exhibit A below are the sole responsibility of Peer. Each Party shall be liable for all taxes, duties, levies or tariffs or charges of any kind imposed by any federal, state or local governmental entity with respect to the net income recognized by such Party in connection with this Agreement.

**8. LICENSE AND INTELLECTUAL PROPERTY (IP) OWNERSHIP**

1. **IP Ownership.**  Each Party shall retain all Intellectual Property rights in its Intellectual Property subject to the licenses and permissions provided hereunder. Except as expressly licensed herein, this Agreement does not transfer any Intellectual Property rights between the Parties.
2. **Licensing of Liquid Network Documentation.** Subject to the terms of this Agreement, Blockstream hereby grants and Peer hereby accepts a worldwide, royalty-free, limited, non-transferable, revocable, non-exclusive license and right, to use the Liquid Network Documentation for the sole purpose of fulfilling its obligations under this Agreement.
3. **Licensing of Software.** Blockstream offers the Liquid Software to Peer under the MIT License. Additional rights and waivers may be negotiated outside of this Agreement.
4. **Contributions to Licensed Software.** As part of Liquid Integration or otherwise, Peer may develop fixes, feature improvements, or other code to be considered for integration into the Liquid Software distributed to Participating Peers and the public. All code contributed to the Liquid Software must be irrevocably given under the terms of the MIT license, and must be available for worldwide distribution to and use by the public without requiring additional licenses or royalties from Peer for the use of other Intellectual Property. For any code contributed by Peer, Peer warrants that the Code is unencumbered by any license or agreement that would prevent third-party use under the terms of the MIT license.

**9. CONFIDENTIALITY AND DATA PRIVACY**

1. **Definition of Confidential Information.** Confidential Information means all information concerning the parties’ business including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as (i)trade secrets; (ii) financial information, including pricing; (iii) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (iv) business information, including operations, planning, marketing interests, and products; (v) the Liquid Network Documentation; and (vi) the terms of any agreement between Blockstream and Peer and the discussions, negotiations and proposals related to that agreement. Confidential information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was rightfully given to the recipient by another party.
2. **Use of Confidential information.** The recipient of any Confidential Information will not disclose that Confidential Information, except to Affiliates, employees, and/or agents who have a need to know it in the course of carrying out this Agreement and who have agreed in writing to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfill obligations under this Agreement and keep the Confidential Information confidential.  The recipient may also disclose Confidential Information when required by law after giving the discloser reasonable notice and the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure. “**Confidential Information**” is information disclosed by one Party to the other Party under this Agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing Party.
3. **Termination.** On termination of this Agreement or at the disclosing Party's request, all written, recorded, graphical, or other tangible Confidential Information, including copies, must be returned to the disclosing Party or destroyed by the recipient.
4. **Injunction.** The parties acknowledge that a recipient’s unauthorized disclosure or use of Confidential Information may result in irreparable harm. If this section of this Agreement is breached or if a breach is threatened, the injured Party may seek a temporary restraining order and injunction to protect its Confidential Information without any requirement to post a bond or make any similar expenditure. This provision does not alter any other remedies available to either Party. The Party who has breached or threatened to breach this Agreement will not raise the defense of an adequate remedy at law.
5. **User Data.** Each Party will comply with (i) all applicable laws governing the security, privacy, collection, retention and use by it of User data obtained by it in connection with Transactions; (ii) reasonable industry standards for data security including all reasonable precautions to prevent unauthorized use, disclosure or transmission of User data in its possession or control, and (iii) its privacy policy.  Each Party agrees to provide notice to Users on its sites that discloses how personal and other information is collected, used, shared and secured, including uses governed by this Agreement. As between the Parties, each Party is solely responsible for the security of data residing on servers owned, licensed or operated by it, or a third party designated by it (e.g., a Web hosting company, processor or other service provider).

**10. WARRANTIES AND DISCLAIMERS**

1. **Mutual Warranties.** Each Party warrants that (a) it has full power and authority to enter into this Agreement; and (b) entering into or performing under this Agreement will not violate any agreement it has with a third party.
2. **Peer Warranties**. Peer represents that it is not currently the subject of any government or law enforcement investigation, action, or order concerning or affecting its ability to faithfully carry out its obligations under this Agreement without interference and warrants that if it does become the subject of such during the Term, it will promptly notify and provide all information relevant thereto to Blockstream.
3. **Disclaimers.** Except as expressly provided for in this Agreement and to the maximum extent permitted by applicable law, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER IMPLIED, STATUTORY, OR OTHERWISE AND DISCLAIMS, WITHOUT LIMITATION, WARRANTIES OF OPERABILITY, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**11. INDEMNIFICATION**

1. **Indemnification.**  Peer shall indemnify, hold harmless, protect, and defend Blockstream, its directors, officers, agents, employees, Affiliates, successors and assigns, and their respective directors, officers, and agents, from and against any and all liabilities, demands, damages, judgments, liens, assertions, awards, fines, losses, costs, and expenses (including reasonable attorneys’ fees) of any and every nature or form that result from the claims of third parties (collectively "**Claims**"), resulting, in whole or in part from (i) action or inaction of Peer or its agents, subcontractors, or employees in connection with the performance of Peer’s obligations under this Agreement; (ii) Peer’s violation of applicable law in the performance of its obligations under this Agreement; (iii) any material breach by Peer of this Agreement; or (iv) any actual or alleged infringement of any patent, copyright, trademark, or other property right (including, but not limited to, misappropriation of trade secrets) based on any Intellectual Property or other material furnished by Peer pursuant to the terms of this Agreement or otherwise used in connection with the performance of this Agreement.
   1. The obligations of the foregoing paragraph shall apply only if Blockstream notifies Peer in writing promptly after Blockstream becomes aware of such claim (provided that the failure to so notify shall not affect Blockstream’s rights to indemnification hereunder unless, and then only to the extent that, Peer has been actually prejudiced thereby);
   2. Peer has sole control of the settlement, compromise, negotiation, and defense of any such action (provided that Peer may not agree to any settlement that involves injunctive or equitable relief affecting Blockstream or admission of liability by Blockstream without obtaining Blockstream’s prior written consent); and
   3. Blockstream cooperates, in good faith, in the defense of any such legal action including making available all books, records, and information related to the Claim, and does not take any action which may prejudice any defense or increase liability with respect to a Claim.
   4. Should any of Peer’s products or services become, or in Peer’s reasonable opinion is highly likely to become, the subject of a claim of infringement, Peer may, at its option: (i) obtain the right for Peer to continue using the products or services; or (ii) replace or modify Peer’s products and services with substantially similar products and services, so they are no longer infringing or reduces the likelihood that they will be determined to be infringing.

**12. LIMITATION OF LIABILITY**

1. **Limitation of Liability.** TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
2. **Exceptions to Limitations.** These limitations of liability do not apply to breaches of the confidentiality obligations contained in Section 9 of this Agreement, violations of a Party’s Intellectual Property Rights by the other Party, or indemnification obligations contained in this Agreement. However, the foregoing notwithstanding, (I) THE TOTAL AGGREGATE LIABILITY FOR BLOCKSTREAM UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO BLOCKSTREAM BY PEER IN THE SIX CALENDAR MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CREATION OF THE LIABILITY, AND (II) BLOCKSTREAM SHALL IN NO EVENT WHATSOEVER BE LIABLE FOR ANY DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM A TRANSACTION MESSAGING INTERRUPTION.

**13. TERM AND TERMINATION**

1. **Term.** Except as otherwise provided hereunder, this Agreement shall be effective as of the Effective Date and shall remain in force for a period of 2 years thereafter (the “**Initial Term**”). The Initial Term shall automatically renew and extend for successive twelve (12) month terms (each a “**Renewal Term**” and all such Renewal Terms together with the Initial Term, the “**Term**”), commencing at the conclusion of the Initial Term or any Renewal Term. Either Party may voluntarily terminate this agreement during the Initial Term upon at least 90 days' written notice. Either Party may cancel the renewal and extension of the Agreement upon written notice at least 60 days prior to the conclusion of the current Term. Upon the expiration of the Term, this Agreement shall terminate.
2. **Termination for breach.** Except as otherwise provided hereunder, this Agreement may be terminated by either Party at any time in the event of a material breach by the other Party that remains uncured after thirty (30) calendar days prior written notice thereof.
3. **Termination for inability to use**. If Peer is unable to make direct use of the Liquid Network due to reasons outside the control of Blockstream or Peer, either Party may voluntarily terminate this agreement.
4. **Termination for bankruptcy or dissolution.** The Agreement may be terminated by either Party effective immediately and without any requirement of notice, in the event that: (i) the other Party files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (ii) a receiver, trustee, or similar officer is appointed for the business or property of such Party; (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such Party and not stayed, enjoined, or discharged within sixty (60) days; or (iv) the other Party adopts a resolution for discontinuance of its business or for dissolution.
5. **Use of trademarks after termination.** Upon any termination of this Agreement: (i) each Party shall immediately discontinue any use of the name, logotype, trademarks, trade names, service marks, service names, or slogans and other marks of the other Party and/or its products and services; (ii) both Parties shall immediately discontinue all representations or statements from which it might be inferred that any relationship exists between the two Parties under the terms of this Agreement; and (iii) each Party shall cease to promote the other Party’s products or services related to the Liquid Network.
6. **Removal of access upon termination.** Upon any termination of this Agreement, Peer must discontinue any direct use of the Liquid Network. Blockstream will inform the operators of Functionary Servers of any such contract termination so that the operators may take technical action to enforce this loss of access. Technical ability to use the Liquid Network does not constitute authorization to use it; direct use of the Liquid Network beyond the termination of this contract will result in service charges continuing to accrue, in addition to costs incurred by Blockstream for the collection of the funds.

**14. MISCELLANEOUS**

1. **Compliance with Laws.** Each Party shall comply with all applicable laws, rules, and regulations in fulfilling its obligations under this Agreement. Without limiting the foregoing, Peer shall comply with all applicable money services and banking laws, whether or not prudential in nature, including, without limitation, (i) obtaining all applicable licenses and registrations and (ii) developing and implementing all required anti-money laundering, counter-terrorist financing, customer identification, and know-your-customer policies.
2. **Notices.** All notices will be in writing and addressed to the attention of the other Party's Legal Department and primary point of contact. Notice will be deemed given (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.
3. **Assignment.** Neither Party may assign or transfer any part of this Agreement without the written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement to an Affiliate provided that both (a) the assignee agrees in writing to be bound by the terms of this Agreement and (b) the assigning Party remains liable for obligations under this Agreement. Any other attempt to transfer or assign is void.
4. **Change of Control.** Upon the earlier of (i) entering into an agreement providing for a change of control (for example, through a stock purchase or sale, merger, asset sale, liquidation, or other similar form of corporate transaction), (ii) the board of directors of a Party recommending its shareholders approve a change of control, or (iii) the occurrence of a change of control (each, a “**Change of Control Event**”), the Party experiencing the Change of Control Event will provide notice to the other Party promptly, but no later than 3 days, after the occurrence of the Change of Control Event. The other Party may terminate this Agreement by sending notice to the Party experiencing the Change of Control Event and the termination will be effective upon the earlier of delivery of the termination notice or 3 days after the occurrence of the Change of Control Event.
5. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California, excluding: (i) that body of law known as conflicts of law; and (ii) the United Nations Convention on Contracts for the International Sale of Goods. The Parties shall be entitled to apply to the courts in San Francisco County, California for mandatory or injunctive equitable relief. Any other controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration under the rules set forth in the following Subsection (f).
6. **Disputes Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver; Limitation of Time.** For any and all controversies, disputes, demands, claims, or causes of action concerning this agreement (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action), the Parties agree to resolve any such controversy, dispute, demand, claim, or cause of action against the other (or any named co-parties) exclusively through binding and confidential arbitration in San Francisco County, California.
7. Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes in the computer hardware and software industry. As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”). Where no claims or counterclaims exceed $10,000, the dispute will be resolved by the submission of documents without a hearing, unless a hearing is requested by a Party or deemed necessary by the arbitrator, in which case, a Party may elect to participate telephonically.
8. The Parties have reviewed this provision carefully and understand that, to the extent permitted by applicable law, they are GIVING UP THEIR RIGHTS TO GO TO COURT to assert or defend their rights. Additionally, notwithstanding this agreement to arbitrate: claims of defamation and infringement or misappropriation of the other Party’s patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in San Francisco County, California. Additionally, notwithstanding this agreement to arbitrate, the parties may seek emergency equitable relief before the state or federal courts located in San Francisco County, California in order to maintain the status quo pending arbitration and hereby agree to submit to the exclusive personal jurisdiction of the courts located within San Francisco County, California for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.
9. The parties must abide by the following rules: (a) ANY CLAIMS BROUGHT BY THE PARTIES MUST BE BROUGHT IN THE PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) the arbitrator will honor claims of privilege and privacy recognized at law; (d) the arbitration will be confidential, and the Parties may not disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (e) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (f) the parties will pay their respective attorneys’ fees and expenses, unless there is a statutory provision that requires the prevailing Party to be paid its fees and litigation expenses and the arbitrator awards such attorneys’ fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.
11. **Entire Agreement; Amendments.** This Agreement is the parties’ entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. Any amendment must be in writing signed by both parties and expressly state that it is amending this Agreement.
12. **No Waiver.** Failure to enforce any provision will not constitute a waiver.
13. **Severability; Reformation.** If any provision of this Agreement is found unenforceable by the Arbitrator or the Court, it is the intention of the parties that such restriction may be modified or amended to render it enforceable to the maximum extent permitted by law.
14. **Survival.** The following sections of this Agreement will survive any expiration or termination of this Agreement: 9 (Confidential Information), 11 (Indemnification), 12 (Limitation of Liability), 14 (Miscellaneous), and 1 (Definitions) to the extent any particular definition is required to interpret the foregoing.
15. **Independent Contractors.** The parties are independent contractors and this Agreement does not create an agency, partnership, or joint venture.
16. **No Third Party Beneficiaries.**  There are no third-party beneficiaries to this Agreement.
17. **Force Majeure.** Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the Party’s reasonable control.
18. **Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.
19. **Language.** The parties hereto have expressly agreed that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language*.**Les parties aux présentes ont expressément convenu que la présente convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés*

**[SIGNATURE BLOCK ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, each Party has caused this Agreement to be executed on its behalf as of the date first above written.

|  |  |
| --- | --- |
| **Blockstream Corporation Inc. (*Corporation Blockstream Inc.*)**  By:  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Peer**  By:  Name:  Title: **\_**  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Exhibit A**

**FEES**

* Subscription Fees
  + Subscription fees during first year of the Term are hereby waived by Blockstream.
  + After the first year of the Term, subscription fees are payable as follows:
    - $5,000 upfront for first and last month of service
    - $2,500 per month base charge
    - Monthly fee subject to adjustment upon major upgrade, upon mutual agreement of the Parties
    - Deposit, withdrawal, and transfer fees subject to adjustment upon mutual agreement of the Parties
  + Annual adjustments after year 1: Monthly subscription fee as well as deposit, withdrawal, and transfer fees subject to adjustment either annually or upon major upgrade, upon mutual agreement of the Parties.
* Upgrades
  + Upgrades to software covered by subscription fees (use of major upgrades on the Liquid Network subject to adjustment of monthly subscription fees, upon mutual agreement of the Parties)
* Blockstream Technical Support
  + Covered by subscription fees
  + Subscription fee covers 8 hours per month, measured in half hour increments
  + Rate for up to 8 hours of additional support is $200 per hour
  + Support beyond 16 hours per month may be provided subject to availability at a rate to be negotiated by the Parties
* Hardware failure / replacements
  + Replacement boxes are covered by subscription fees
* Liquid Integration Assistance
  + Subscriptions include up to 40 hours of cumulative support in the initial integration with Liquid for first 8 customers
  + Rate for additional support is $200 per hour

**Exhibit B**

**Support Contacts**

**1. Integration Project Managers**

Peer and Blockstream have each appointed a single point of contact to manage the Liquid Integration (each, a “**Project Manager**”) as listed below. The Project Managers will also ensure bilateral contact and coordination between Blockstream and Peer decision makers. The Project Managers are not authorized to bind either of the Parties or amend the Agreement.

|  |  |
| --- | --- |
| **Peer Project Manager** | **Blockstream Project Manager** |
| Name: | Name: |
| Phone Number: | Phone Number: |
| Email: | Email: |

|  |  |
| --- | --- |
| **Peer Address for Notices** | **Blockstream Address for Notices** |
|  | 1111 Dr. Frederik-Phillips Blvd, Suite #644St-Laurent, QC H4M 2X6 Canada |