

OS.Cash Paid License
Version 1, April 5th 2024
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This license is for Billion Dollar Businesses, only. If you are not a Billion Dollar Business, then utilize the OS.Cash Free License to Use this Program.

Background

- A. OS.Cash has the right to license the program [NAME OF SOFTWARE] (the “**Program**”).
- B. The Licensee is a for-profit business (irrespective of the specific legal structure) that, in the most recent tax year (of any jurisdiction) generated gross revenue of USD\$ one billion or more, or otherwise exceeded USD\$ one billion by any other metric commonly used to assess the value of a business (a “**Billion Dollar Business**”).
- C. Licensee has been using and relying on the Program. Licensee’s value offering to the marketplace is, in part, based on the Program. For this reason, Licensee desires to obtain a license to Use the Program, subject to the terms and conditions of this License.
- D. OS.Cash desires to license the Program to Licensee, subject to the terms and conditions of this License.

License

This license agreement (the “**License**”), effective as of [DATE] (the “**Effective Date**”), is by and between [OS.CASH NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] located at [ADDRESS] (“**OS.Cash**”) and [LICENSEE NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] located at [ADDRESS] (“**Licensee**”). OS.Cash and Licensee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

”**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

” **Billion Dollar Business**” Each Billion Dollar Business that is its own separate business unit or entity, (commonly referred to, for example, as a subsidiary or an affiliate, and irrespective of the specific legal structure or nomenclature), for the purposes of this License shall be deemed its separate and distinct Billion Dollar Business and requiring its own License, irrespective of whether it is part of a larger group of business units or entities (commonly referred to, for example, as a group, a conglomerate or under common control, irrespective of the specific legal structure or nomenclature).

”**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any copyright, trademark, trade secret, database protection, or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world.

”**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

”**Losses**” means all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

”**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, authority, unincorporated organization, trust, association, or other entity.

”**Territory**” mean our entire Earth.

2. License.

- 2.1 License. This License applies to the copyrightable work licensed under this License, the Program, as well as any derivative work formed from such Program (also a “**Program**”). Any maintenance releases or new versions of the Program released by OS.Cash, or its designee, shall also be deemed the Program.

- 2.2 Acknowledgement. Licensee acknowledges that it is not required to enter into this License. However, Licensee understands that it must accept this License in order to enjoy the right to execute, run or otherwise commercially utilize or commercially rely on (to “Use”) the Program. Notwithstanding anything to the contrary, if the Billion Dollar Business will only, and will solely, copy and/or modify and/or distribute the Program, then such Billion Dollar Business may rely on the OS.Cash Free License, rather than this License; to avoid any confusion, when, and if, the Billion Dollar Business executes, runs or otherwise commercially utilizes or commercially relies on the Program, then such Billion Dollar Business must enter into this License.
- 2.3 License Grant. Subject to and conditioned on Licensee’s payment of Fees and compliance with all other terms and conditions of this License, OS.Cash hereby grants to Licensee a non-exclusive, non-sublicensable, and non-transferable (except in compliance with Section 12.7) license to Use the Program solely in accordance with this License for the benefit of Licensee in the ordinary course of its business operations in the Territory during the Term.

3. License Restrictions.

Except as this License expressly permits, Licensee shall not, and shall not permit any other Person to:

- (a) Use the Program (or any copies of the Program) without ensuring it remains licensed under this License, verbatim (or the OS.Cash Free License, verbatim, as the case may be). Licensee may create, or permit the creation of, a derivative work but such derivative work must remain licensed under this License, verbatim (or the OS.Cash Free License, verbatim, as the case may be);
- (b) create a derivative work from the Program that is proprietary, without prior written agreement with OS.Cash;
- (c) change any terms of the License; or
- (d) Use the Program in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law.

Use of the Program in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the Use or failure of the Program could lead to personal injury or severe physical or property damage may occur only upon further discussion, and written agreement, with OS.Cash.

4. Use in Breach.

If Licensee attempts to, or does, Use the Program in a manner inconsistent with this License, then the Licensee’s License is immediately void and all rights under this License automatically terminate. A third party who receives a copy of the Program from Licensee will also have its license for the Program automatically terminated and will have no right to Use the Program, unless in full compliance with the OS Paid License or OS Free License, as the case may be.

5. Acceptance.

The Licensee acknowledges it has had ample opportunity to assess the Program. Upon the Effective Date, the Program is deemed accepted by the Licensee.

6. Fees and Payment.

- 6.1 License Fees. Licensee shall pay OS.Cash the license fees set forth in Exhibit A (the “Fee”). If the Term is renewed for any Renewal Term(s) pursuant to Section 11.2, then at such renewal, Licensee shall pay the Fee that OS.Cash charges for the Program during the applicable Renewal Term.

- 6.2 Taxes. All Fees payable by Licensee under this License are exclusive of taxes and similar assessments. Without limiting the foregoing, Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any authority on any amounts payable by Licensee hereunder, other than any taxes imposed on OS.Cash’s income.

- 6.3 Payment. Licensee shall pay the initial Fees under this License within 30 days after the Effective Date and, subsequently, as per invoices issued by OS.Cash. Licensee shall make all payments hereunder in US dollars by wire to the account specified in **Exhibit A** or such account (or address, in which case payment may be made by check) as OS.Cash may specify in writing from time to time.

- 6.4 Late Payment. If Licensee fails to make any payment when due then, in addition to all other remedies that may be available to OS.Cash:

- (a) OS.Cash may charge interest on the past due amount at the rate of 2% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under Idaho Law;
- (b) Licensee shall reimburse OS.Cash for all costs incurred by OS.Cash in seeking and collecting any late payment or non-payment of amounts due or related interest, as well as obtaining any equitable relief and damages as a result of such late payment or non-payment, as well as all costs incurred by Licensee arising from enforcing payment terms (with such costs including attorneys’ fees, court costs, the expenditure of OS.Cash’s management and employee time, travel costs, evidence collection and preparation, expert witnesses, and collection agency fees); and
- (c) if such failure continues for 45 days following written notice thereof, OS.Cash may: (i) withhold, suspend or revoke its grant of a license hereunder; and/or (ii) terminate this License under Section 11.3(a) or Section 11.3(c), as applicable.

- 6.5 No Deductions or Setoffs. All amounts payable to OS.Cash under this License shall be paid by Licensee to OS.Cash in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).
7. Intellectual Property Rights.
- 7.1 Intellectual Property Ownership. Licensee acknowledges and agrees that:
- (a) the Program is licensed, not sold, to Licensee by OS.Cash and Licensee does not, as a result of this License, have any ownership interest in the Program, or in any related Intellectual Property Rights; and
 - (b) Licensee hereby unconditionally and irrevocably assigns to OS.Cash or OS.Cash's designee, its entire right, title, and interest in and to any Intellectual Property Rights that Licensee may now or hereafter have in or relating to the Program (including any rights in derivative works), whether held or acquired by operation of Law, contract, assignment or otherwise.
- 7.2 Licensee Cooperation and Notice of Infringement. Licensee shall, during the Term:
- (a) at OS.Cash's expense, take all such steps as OS.Cash may reasonably require to assist OS.Cash in maintaining the validity, enforceability and OS.Cash's ownership of the Intellectual Property Rights in the Program (including any rights in derivative works);
 - (b) promptly notify OS.Cash in writing if Licensee becomes aware of: (i) any actual or suspected infringement, misappropriation or other violation of OS.Cash's Intellectual Property Rights in or relating to the Program; or (ii) any claim that the Program infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and
 - (c) cooperate with and assist OS.Cash, at OS.Cash's expense, in all reasonable ways in the conduct of any Action by OS.Cash to prevent or abate any actual or threatened infringement, misappropriation or violation of OS.Cash's rights in, and to attempt to resolve any Actions relating to, the Program.
- 7.3 No Implied Rights. Except for the limited rights and licenses expressly granted under this License, nothing in this License grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Program.
8. Representations and Warranties.
- 8.1 Mutual Representations and Warranties. Each Party represents, warrants, and covenants to the other Party:
- (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;
 - (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, and authorizations it grants and is required to grant under this License;
 - (c) accepting, and entering into, this License has been duly authorized by all necessary corporate or organizational action of such Party; and
 - (d) when accepting, and entering into, this License the terms continued herein shall constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- 8.2 Guarantee. In the event that the Licensee is, in its sole discretion, not satisfied with the Program then it may terminate the License in a timeframe suitable for the Licensee; provided, however, the Licensee shall provide prior written notice to the Licensor that explains the reason(s) for its dissatisfaction. Upon receipt of such notice, the Licensor shall have ten calendar days from the date of receipt to review, consider (and if necessary, discuss with the Licensee) the reason(s) and propose a remedy. The Licensee, in its sole discretion, may elect to enjoy the proposed remedy(ies) or may proceed with the termination, with unused Fees (corresponding from the date of the above-mentioned prior written notice) being promptly refunded to the Licensee.
- 8.3 AS-IS, NO WARRANTY, DISCLAIMER. THE PROGRAM, DOCUMENTATION (IF ANY) AND SERVICES (IF ANY) PROVIDED BY OS.CASH ARE PROVIDED "AS IS." EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH HEREIN (IF ANY), OS.CASH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, OS.CASH MAKES NO WARRANTY OF ANY KIND THAT THE PROGRAM, DOCUMENTATION (IF ANY), AND SERVICES (IF ANY) OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS (IF ANY) THAT ARE RELIED UPON BY THE PROGRAM ARE ALSO PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH THIRD-PARTY MATERIALS.
9. Indemnification.
- 9.1 OS.Cash Indemnification. OS.Cash shall indemnify, defend, and hold harmless Licensee from and against any and all

Losses incurred by Licensee resulting from any Action by a third party that the Program, or any Use of the Program in accordance with this License, infringes or misappropriates such third party's US Intellectual Property Rights in the Territory. This Section 9.1 does not apply to the extent that the alleged infringement arises from:

- (a) materials, software, hardware, data, products, facilities, devices, components and information, in any form or medium, that are not proprietary to OS.Cash;
- (b) combination, operation, or use of the Program in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by OS.Cash or otherwise not expressly specified for Licensee's Use by OS.Cash;
- (c) modification of the Program other than: (i) by OS.Cash in connection with this License; or (ii) with OS.Cash's express written authorization and in strict accordance with OS.Cash's written directions and specifications;
- (d) use of any version of the Program other than the most current version or failure to timely implement any maintenance release, modification, update, or replacement of the Program made available to Licensee by OS.Cash;
- (e) use of the Program after OS.Cash's notice to Licensee of such activity's alleged or actual infringement, misappropriation, or other violation of a third party's rights;
- (f) negligence, abuse, misapplication, or misuse of the Program by or on behalf of Licensee, or a third party;
- (g) use of the Program by or on behalf of Licensee that is outside the purpose, scope, or manner of use authorized by this License or in any manner contrary to OS.Cash's instructions;
- (h) events or circumstances outside of OS.Cash's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); or
- (i) Third-Party Claims or Losses for which Licensee is obligated to indemnify OS.Cash pursuant to Section 9.2.

9.2 Licensee Indemnification. Licensee shall indemnify, defend, and hold harmless OS.Cash from and against any and all Losses incurred by OS.Cash resulting from any Action by a third party:

- (a) relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Licensee with respect to the Program or otherwise in connection with this License; or
- (b) relating to use of the Program by or on behalf of Licensee that is outside the purpose, scope or manner of use authorized by this License, or in any manner contrary to OS.Cash's documentation or other instructions.

9.3 Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 9.1 or Section 9.2. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

9.4 Mitigation. If the Program, or any part of the Program, is, or in OS.Cash's opinion is likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Licensee's Use of the Program is enjoined or threatened to be enjoined, OS.Cash may, at its option and sole cost and expense:

- (a) obtain the right for Licensee to continue to Use the Program materially as contemplated by this License;
- (b) modify or replace the Program, in whole or in part, to seek to make the Program non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Program under this License; or
- (c) if, after OS.Cash's exercise of commercially reasonable efforts, none of the remedies set forth in the above Section 9.4(a) or Section 9.4(b) is reasonably available to OS.Cash, terminate this License, in its entirety or with respect to the affected part or feature of the Program, effective immediately on written notice to Licensee, in which event:
 - (i) Licensee shall cease all use of the Program immediately on receipt of Licensee's notice; and
 - (ii) provided that Licensee fully complies with its post-termination obligations set forth in Section 11.4, OS.Cash shall promptly refund to Licensee unused Fees (corresponding from the date of the above-mentioned written notice).

9.5 Sole Remedy. THIS SECTION 9 SETS FORTH LICENSEE'S SOLE REMEDIES AND OS.CASH'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PROGRAM OR ANY SUBJECT MATTER OF THIS LICENSE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability.

10.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL OS.CASH, OR ANY OF ITS RELEVANT DESIGNEES, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS LICENSE OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED SOFTWARE, (d) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE

REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF OS.CASH, ITS RELEVANT DESIGNEES, SERVICE PROVIDERS, OR SUPPLIERS ARISING OUT OF OR RELATED TO THIS PROGRAM, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED TWO TIMES THE TOTAL AMOUNTS PAID TO OS.CASH UNDER THIS LICENSE FOR THIS PROGRAM IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. Term and Termination.

11.1 Initial Term. The initial term of this License commences as of the Effective Date and continues in effect until 12 months from such date, unless terminated earlier pursuant to any of the License's express provisions (the "**Initial Term**").

11.2 Renewal Term. This License will automatically renew for a subsequent 12 month period, unless earlier terminated pursuant to any of the License's express provisions or either Party gives the other Party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

11.3 Termination. This License may be terminated:

- (a) by OS.Cash, effective on written notice to Licensee, if Licensee fails to pay any amount when due under this License;
- (b) by Licensee in accordance with Section 8.2; and
- (c) by either Party, effective on written notice to the other Party, if the other Party materially breaches this License and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 20 days after the non-breaching Party provides the breaching Party with written notice of such breach.

11.4 Effect of Termination or Expiration.

- (a) On the expiration or earlier termination of this License, all rights, licenses and authorizations granted to Licensee hereunder will immediately terminate and Licensee will (A) immediately cease all Use of the Program; and (B) certify to OS.Cash in a signed written instrument that it has complied with the requirements of this Section 11.4; and
- (b) All amounts payable by Licensee to OS.Cash of any kind are immediately payable and due no later than 10 calendar days after the effective date of the expiration or termination of this License.

11.5 Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under this License that, by its nature, should survive termination or expiration of this License, will survive any expiration or termination of this License: this Section 11.5, Section 1, Section 6, Section 7, Section 9, Section 10, and Section 12.

12. Miscellaneous.

12.1 Relationship of the Parties. Nothing contained in this License will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

12.2 Public Announcements. Neither Party shall issue any publicity nor marketing materials relating to this License without the prior written consent of the other Party (which shall not be unreasonably delayed or withheld) with one limited exception; Licensor shall have the right to use Licensee's name and logo on Licensor's website to indicate Licensor has licensed Licensee to use the Program.

12.3 Notices. Any notice or other communication under this License shall have legal effect only if in writing and addressed to a Party as follows (or to such other address or such other Person that such Party may designate from time to time in accordance with this Section 12.3):

If to OS.Cash: OS Cash LLC; 9169 West State Street; Suite 488; Garden City, ID; 83714

Email: info@os.cash

Attention: General Counsel

If to Licensee: [LICENSEE ADDRESS]

[Email: [EMAIL ADDRESS]]

Attention:[NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]

Notices sent in accordance with this Section 12.3 will be deemed effectively given: (a) when received, if sent by a nationally recognized overnight courier, signature required; (b) when sent by email, the by 5 pm (in the time zone of the recipient's location) of the subsequent working day in the jurisdiction of the recipient's location, provided such notice is also sent by certified or registered airmail (if sender and recipient are in different countries) or certified or registered land mail; and (c) on the fifth day after the date mailed by certified or registered airmail (if sender and recipient are in different countries), or regular mail.

- 12.4 Interpretation. For purposes of this License: (a) “or” is not exclusive; (b) “include,” “includes” and “including” are deemed followed by “without limitation”; (c) singular has a comparable meaning when used in the plural, and vice versa. Unless context requires otherwise, references: (x) sections, exhibits, schedules, attachments, and appendices mean of, and to, this License; and (z) to a statute means such statute as amended from time to time and includes any successor legislation and regulations promulgated thereunder. Exhibits, schedules, attachments, and appendices referred to herein are an integral part of this License. The Parties intend this License to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.
- 12.5 Headings. The headings in this License are for reference only and do not affect the interpretation of this License.
- 12.6 Entire License. This License, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this License and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 12.7 Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this License, in each case whether voluntarily, involuntarily, by operation of Law, or otherwise, without OS.Cash’s prior written consent. No assignment, delegation, or transfer will relieve Licensee of any of its obligations or performance under this License. Any purported assignment, delegation, or transfer in violation of this Section 12.7 is void. This License is binding on and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 12.8 Force Majeure.
- (a) No Breach or Default. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this License, for any failure or delay in fulfilling or performing any term of this License, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such Part’s reasonable control (a “**Force Majeure Event**”), including (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, Law, or actions; (v) embargoes or blockades in effect on or after the date of this License; (vi) national or regional emergency. Either Party may terminate this License if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of 60 days or more.
- (b) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party will give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable/diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.
- 12.9 No Third-Party Beneficiaries. This License is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this License.
- 12.10 Amendment and Modification; Waiver. No amendment to or modification of this License is effective unless it is in writing, identified as an amendment to this License and signed by each Party. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this License, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this License will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 12.11 Severability. If any provision of this License is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this License or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this License so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 12.12 Governing Law; Submission to Jurisdiction. This License is governed by and construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Idaho. Any legal suit, action, or proceeding arising out of or related to this License or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Idaho in each case located in the city of Boise, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party’s address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.

12.13 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 2.2, Section 6, Section 7, or Section 9 of this License would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including in a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.14 Attorneys' Fees. In the event that any Action is instituted or commenced by either Party against the other Party arising out of or related to a material breach of this License, the prevailing Party is entitled to recover its costs (with such costs including attorneys' fees, court costs, evidence collection and preparation, expert witnesses, and collection agency fees) from the non-prevailing Party. The recovery of costs for the prevailing party also applies to the costs associated with pursuing equitable relief, in which case (to avoid any confusion) obtaining such equitable relief shall be deemed an instance of "prevailing" (and costs associated with obtaining such equitable relief is subject to such recovery), irrespective of the outcome of any further Action subsequent to such equitable relief.

12.15 Counterparts. This License may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this License delivered by email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this License.

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the date first above written.

[OS.CASH NAME]

[LICENSEE NAME]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
PAYMENTS AND FEES

The Fee is US\$XYZA per quarter, payable in advance. For any period less than an entire quarter,
the Fee shall be calculated on a pro rata basis.

Licensee may advise OS.Cash if it is part of a larger group of Licensees falling under common corporate control. Such Licensees may enjoy a reduced group Fee, to be discussed and agreed upon with, and in the sole discretion of, OS.Cash.