

1. Parties, Relationship, Assignment and Entire Agreement

1.1 Definition of Parties

THIS CUSTOMER MASTER SERVICES AGREEMENT (“MSA”) is entered into by you (“Customer”) as evidenced by your use of the Services (defined below). “Customer” shall include Customer’s corporate subsidiaries, as well as corporate parents, affiliates, and other related companies (collectively, “Affiliates”) approved by **IOHK** to receive Services under this MSA. For purposes of this MSA the term “**IOHK**” shall mean **INPUT OUTPUT HK LIMITED** or, when applicable, the **IOHK** entity identified on Customer’s invoice. **IOHK** and Customer agree to the following terms and conditions:

1.2 Relationship of the Parties

The relationship of the parties under this agreement is that of an independent contractor (**IOHK**) and the company hiring the contractor (Customer). In all matters relating to this agreement each party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one party shall not be considered employees or agents of the other party. Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party. Nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein.

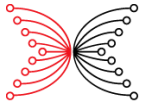
1.3 Successors and Assigns

This agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal or personal representatives, successors, and assigns. **IOHK** has the right to directly or indirectly assign, subcontract or delegate in whole or in part this MSA, or any rights, duties, obligations or liabilities under this MSA, by operation of law or otherwise, provided that **IOHK** shall remain responsible for the performance of Services under this MSA. Otherwise, neither party may assign this MSA without the permission of the other.

1.4 Entire Agreement

This MSA and associated Service Agreements are the entire agreement between **IOHK** and Customer with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements. No amendment to or modification of this MSA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties.





2. Services

All services provided by IOHK under this MSA (the “Services”) will be described in one or more Service Agreements. “Service Agreements” are order forms or service contracts that incorporate the terms of this MSA, including “Service Descriptions” and “Subscription Agreements”, “Technical Specification Forms”, “Statements of Work”, and any such mutually agreed upon document, available at www.IOHK.io/ServiceContracts. The MSA and each Service Agreement will be interpreted as a single agreement, independent of each other Service Agreement, so that all of the provisions are given as full effect as possible. In no event will the description of Services under any Service Agreement be deemed by implication or otherwise to exclude any Services described in this MSA or another Service Agreement.

3. Order and Language of Precedence

3.1 Order of Precedence

In the event of a conflict between the terms of the MSA and a Service Agreement, the terms of these documents will be interpreted according to the following order of precedence (1) Service Agreements and (2) the MSA.

3.2 Language of Precedence

If there is any inconsistency or ambiguity between the English and Japanese language versions of the MSA, Service Agreements or associated documents, then the English version shall always prevail.

4. Terms of Purchase

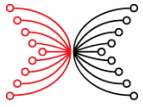
4.1. Requests for Service; Quotes and Orders

All orders for Services must specify IOHK’s quotation (if any), and reference the Service(s) requested and invoice address. All orders are subject to acceptance by IOHK.

4.2. Prices

The prices charged for Services purchased under this MSA will be IOHK’s “then-current” charges for such services in each geographic region or as quoted by IOHK. IOHK reserves the right to revise pricing if prices for Services are expressly contingent upon assumptions, which are determined inaccurate. All prices are exclusive of all applicable country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. If the Services are being performed on a time and materials basis, any estimates provided by IOHK are for planning purposes only. Any required deposits are non-refundable.





4.3. Additional Fees; Taxes

Customer shall be responsible for all applicable taxes and fees assessed or imposed upon the Services provided or the amounts charged under this MSA, including any sales, use, excise, value-added, or comparable taxes, but excluding taxes related to IOHK's net assets or net income or for which Customer has provided a valid resale or exemption certificate. Should any payments to IOHK become subject to withholding tax, then Customer shall deduct these taxes from the amount owed to IOHK and pay the taxes to the appropriate tax authority in accordance with the laws thereof. Customer shall promptly provide IOHK with receipts or other applicable evidence of substantiating the payments as required under the laws of the applicable taxing authority. IOHK shall not be liable for any withholding tax, penalty, or interest due as a result of Customer's failure to withhold any applicable tax.

4.4. Invoicing and Payment

Customer's payment terms will be net thirty (30) days from the date of invoice, subject to continuing credit approval by IOHK. Customer will pay IOHK in US dollars or in the currency of the country in which the IOHK affiliate that supplied the Services is domiciled, as invoiced by IOHK or an affiliate of IOHK. Additional charges may apply if Customer requests services that are performed outside contracted hours or are beyond the normal coverage for the particular service.

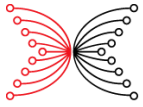
4.5. Nonpayment

For invoices not paid within thirty (30) days of the invoice date, IOHK reserves the right to charge Customer a late penalty charge of one and a half percent (1.5%) per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. In addition, IOHK, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate the Services until such payment is received and may decide not to accept additional orders from Customer and/or seek collection of all amounts due, including reasonable legal fees and costs of collections. IOHK shall have no liability to Customer for any such suspension or termination of Services, or non-acceptance of orders.

4.6. Purchases by Affiliates

Unless otherwise agreed in writing, any Affiliate who submits an order to IOHK shall agree to abide by the terms of this MSA. IOHK, in its sole discretion, may discontinue selling Services to any Affiliate or may require additional payment and/or credit conditions for such Affiliate.





4.7. Purchases from a Third-Party Reseller.

This Section 4.7 shall not apply to Customers who purchase Services directly from IOHK. If Customer purchases from a party other than IOHK (each a "Reseller"), then Customer acknowledges that its payment for the Services is subject to the agreement between the Customer and the Reseller (the "End-User Reseller Agreement"). Otherwise, Customer agrees that this MSA, except for the "Terms of Purchase" provisions above, shall apply to such Customer's use of the Services notwithstanding anything to the contrary in the End-User Reseller Agreement. IOHK shall not be liable to Customer for any representations, warranties, indemnities or damages beyond those set forth in this MSA. Customer acknowledges that to the extent IOHK does not receive payment for the Services from the Reseller; IOHK shall have the right to suspend or terminate the Services until such payment is received. IOHK shall have no liability to Customer for such suspension or termination of Services and Customer shall look solely and exclusively to the Reseller for any and all damages and liability associated with such suspension or termination of the Services.

5. Termination, Survival and Severability

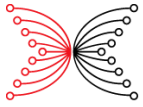
5.1 Termination of the MSA for Convenience

Either party may terminate this MSA for convenience by providing at least thirty (30) days prior written notice to the other. Termination of this MSA for convenience will not terminate any outstanding Service Agreement that provides for a specific term over which the Services are to be provided. In such case, this MSA, as incorporated into the Service Agreement, and the Service Agreement that provides for a specific term will remain in effect for the remainder of such term. Upon termination of this MSA, all rights and obligations of the parties under this MSA will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

5.2 Termination of the MSA for Cause

If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.





5.3 Conditions for Immediate Termination

Either the Customer or IOHK may immediately by written notice terminate a Service agreement and/or the Master Services Agreement and all its Services under it if one of the following events occurs:

(5.3.1) The other Party commits a material breach or has failed to perform any obligation under this Master Services Agreement and, to the extent that performance is not permanently or temporarily impossible due to Force Majeure, no performance has taken place within thirty (30) calendar days after the terminating Party has given its notice of default; **OR**

(5.3.2) If any Force Majeure Event or matter beyond the other party's reasonable control that prevents the performance of the whole or a substantial part of the other party's obligations in relation to that Service for a continuous period of thirty (30) days after the date on which it should have been performed; **OR**

(5.3.3) Any governmental or regulatory authority with competence and/or jurisdiction over the Parties decide that the provision of the relevant Service under this Master Services Agreement is contrary to existing laws, rules or regulations or any decision, law or other official governmental order makes the provision of the Services illegitimate. In such case no damages shall be due; **OR IN COMMERCIAL CONFIDENCE**

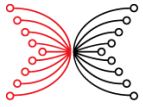
(5.3.4) Any of the authorizations or regulatory formalities required were or are not obtained, withdrawn or are no longer valid, for whatever reason; except that any authorization or regulatory formalities that are not obtained, withdrawn or no longer valid due to the negligence or willful misconduct of a Party, or due to a Party breaching the terms of said authorisations or regulatory formalities shall be considered a material breach of this Master Services Agreement and the Party causing such breach shall not be entitled to terminate this Master Services Agreement pursuant to section 5.3; **OR**

(5.3.5) If either IOHK or the Customer becomes insolvent, fails to pay its bills when due, makes an assignment for the benefit of creditors, goes out of business, or ceases production. All deposits and/or payments collected for services provided on behalf of the customer by IOHK shall be be forfeited pursuant to section 6 of this document

5.4 Survival

All provisions that logically ought to survive termination of this agreement shall survive.





5.5 Severability

If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the non-solicitation or non-competition provisions are found to be unreasonable or invalid, these restrictions shall be enforced to the maximum extent valid and enforceable.

6. Forfeiture of Deposits and Payments

In the event that either the Customer or IOHK terminates the MSA and/or associated Service agreements, all deposits and payments made by the Customer shall be forfeit. All future obligations for deposits and/or payments shall be nullified.

7. Liability, Indemnity, Waiver, Cumulative Rights Notices and Attorney Fees, and Compliance

7.1 Limit of Liability

In no event shall either party be liable to the other or any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether either party shall be advised, shall have other reason to know or in fact shall know of the possibility.

7.2 Indemnity

The Customer shall indemnify, defend, and hold the IOHK harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorneys fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the Customer's or any of its employees, agents, affiliates, and invitees in the exercise of the Customer's rights or the performance or observance of the Customer's obligations under this agreement. Prompt notice must be given of any claim, and the Customer will have control of any defense or settlement.

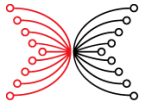
7.3 Waiver

Failure of either party to insist on strict compliance with any of the terms, covenants, and conditions of this agreement shall not be deemed a waiver of such terms, covenants, and conditions, or of any similar right or power hereunder at any subsequent time.

7.4 Cumulative Rights

Any specific right or remedy provided in this contract will not be exclusive but will be cumulative of all other rights and remedies.





7.5 Notices

Notice to **IOHK** under this MSA must be in writing and sent by postage prepaid first-class mail or receipted courier service to the address below or to such other address (incl. facsimile or electronic) as specified in writing and will be effective upon receipt.

ATT: INPUT OUTPUT HK LIMITED
Rm. 3208, Central Plaza, 18 Harbour Road
Wanchai, Hong Kong

7.6 Attorney Fees

The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

7.7 Compliance with Laws

Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

8. Choice of Law and Venue

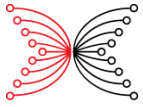
8.1 Choice of Law

This agreement shall be governed by and construed in accordance with the internal laws of the State of Hawaii, U.S.A., without reference to any conflicts of law provisions.

8.2. Choice of Venue

Each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, any federal court sitting in the State of Hawaii, U.S.A., or any Hawaii state court in any legal proceeding arising out of or relating to this contract. Each party agrees that all claims and matters may be heard and determined in any such court and each party waives any right to object to such filing on venue, forum non-convenient, or similar grounds.





9. Dispute Resolution, Limitation, Updates, and Counterparts

9.1 Dispute Resolution

Customer and IOHK will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this MSA, IOHK's advertising, or any related purchase (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential.

Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 30 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

9.2 Limitation Period

Neither party may institute any action in any form arising out of this MSA more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

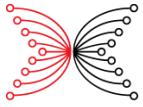
9.3 Updates

IOHK reserves the right to update this MSA at any time, effective upon posting an updated version at www.IOHK.com/CMSA; however, Customer's rights and obligations shall be as provided in the version of the MSA available to Customer at the time of Customer's purchase or, when applicable, renewal of Services.

9.4 Counterparts

If a signature block is appended hereto, this MSA may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.





10. Term & Renewal

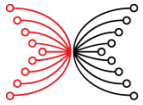
This MSA will begin on the earlier of the date on Customer's invoice with IOHK, the date on which Service delivery begins or the date on which your use of the Service begins. Each Service Agreement will continue for the term stated therein, unless otherwise terminated pursuant to this MSA. In addition, IOHK may, at its option, propose to renew the Service by sending Customer an invoice or continuing to make the Service available to Customer. Customer may (where permitted by law) agree to such renewal of the Service by paying such invoice by its due date or by continuing to use the Service. If Customer renews a Service Agreement by continued use of the Service, Customer will be invoiced in a manner substantially similar to their initial term of Service.

11. Third-Party Products & Warranties

"Third Party Products" means any third-party hardware, services or software. Some manufacturers' warranties or service contract terms and conditions for Third Party Products may become void if IOHK or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). IOHK DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE IOHK SERVICES MAY HAVE ON THOSE WARRANTIES. Except as agreed to in writing between Customer and IOHK, Third Party Products shall be exclusively subject to terms and conditions between the third party and Customer. IOHK shall have no liability for Third Party Products and Customer shall look solely and exclusively to the third party provider for any damages or liability with respect to the provision of such Third Party Products.

Except as otherwise specifically agreed to in a Service Agreement, Customer authorizes IOHK (or otherwise obtains the rights for IOHK) to copy, install and modify, when necessary and as required by the Service Agreement, all Third Party Products, including software, to be used in the Services or to be copied or stored for subsequent re-installation of a backup system or data. Customer warrants to IOHK that it has obtained any licenses, consents, regulatory certifications or approvals required to give IOHK and its subcontractors or employees such rights or licenses to access, copy, distribute, use and/or modify (including creating derivative works) or install any Third Party Products to be used in the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.





12. Proprietary Rights

12.1. Deliverables

Except as otherwise specifically agreed to in a Service Agreement, IOHK will retain exclusive ownership in all Deliverables created by IOHK hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by IOHK under this MSA. Subject to payment in full for the applicable Services, IOHK grants Customer a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely in the country(ies) in which Customer does business and solely for Customer's internal use. "Deliverables" means the tangible and intangible materials, including reports, studies, base cases, drawings, findings, manuals, procedures and recommendations that are prepared by IOHK or its subcontractors in the course of performing the Services.

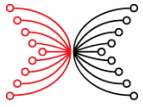
12.2. Tools & Software

IOHK will retain all intellectual property rights with respect to the processes, tools and software related to the Services. Any use by Customer, including the execution, reverse engineering, decompilation, reproduction, modification, distribution, transmission, republication, display, transfer or performance, except as specifically permitted by IOHK during the term of Services is prohibited

13. Customer Responsibilities

It is the Customer's responsibility to backup data on Customer's system(s). Customer acknowledges that IOHK'S performance and delivery of the Services are contingent upon: (A) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information for Services to be performed at Customer's location, and (B) Customer's timely decision-making, notification of relevant issues or information and granting of approvals or permissions. Customer will promptly obtain and provide to IOHK any required licenses, approvals or consents necessary for IOHK's performance of the Services.





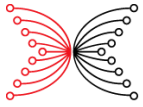
14. Confidentiality

In the performance of the Services, Customer and IOHK may have access to or be exposed to information of the other party not generally known to the public, including, but not limited to software, product plans, marketing and sales information, customer lists, “know-how,” or trade secrets which may be designated as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, “Confidential Information”). Each party shall only use such Confidential Information disclosed hereunder in connection with its performance of this MSA. Each party agrees to take the necessary precautions to maintain the confidentiality of Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a like-kind nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality, and shall only make such information available to its employees on a “need-to-know” basis. The foregoing shall not include information, which, (A) was known by one party prior to its receipt from the other or is or becomes public knowledge without the fault of the recipient, (B) is received by the recipient from a source other than a party to this MSA, or (C) a party is required to disclose in response to an order by a court or governmental agency, provided that advance notice of the disclosure is provided to other party. The obligations with respect to Confidential Information shall continue for three (3) years from the date of termination of this MSA.

15. Support Services

Preventive maintenance is not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than IOHK (or its representatives) are not included. Unless otherwise expressly provided in a Service Agreement, Services do not include repair of any system or system component which has been damaged as a result of: (A) accident, misuse, or abuse of the system or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than IOHK (or its representatives), (B) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (C) the moving of the system from one geographic location or entity to another.





16. LIMITED WARRANTY & LIMITATION OF LIABILITY; HIGH-RISK DISCLAIMER

16.1. Limited Warranty

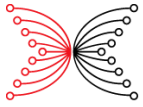
IOHK WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, IOHK (INCLUDING ITS AFFILIATES, SUBSIDIARIES, SUPPLIERS, LICENSORS, SUBCONTRACTORS, DISTRIBUTORS, SERVICES PARTNERS, AGENTS AND MARKETING PARTNERS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "IOHK PARTY(IES)") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION THE IOHK PARTIES MAY MAKE.

16.2. Limitation of Liability

NEITHER THE IOHK PARTIES NOR CUSTOMER WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY IOHK. NEITHER PARTY SHALL HAVE LIABILITY FOR (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, OR (E) SERVICES, IOHK PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CUSTOMER. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD-PARTY SERVICES) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO THE IOHK PARTIES' NEGLIGENCE OR WILLFUL MISCONDUCT, THE IOHK PARTIES' TOTAL LIABILITY, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR TORT, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES OR THIS MSA SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.

EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE SERVICES PROVIDED HEREUNDER WOULD BE HIGHER.





16.3. High-Risk Application Disclaimer

The Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). IOHK expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

17. Export; Regulatory Requirements

17.1. Export

Customer acknowledges that the Services sold under this MSA, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide IOHK with all of the information needed for IOHK to obtain export licenses from the United States government and to provide IOHK with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. IOHK may also require export certifications from Customer for Customer-provided software. IOHK's acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; IOHK is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

17.2. Regulatory Requirements

IOHK is not responsible for determining if Third Party Products to be used in performance of the Services satisfy the local regulatory requirements of the country to which the products are to be shipped, nor shall IOHK be obligated to perform any Services where the resulting products or software do not satisfy the local regulatory requirements.

