THE SYNAPSE NETWORK END USER LICENSE AGREEMENT

BY MAKING ANY PURCHASE FOR THE NETWORK LICENSE TOKEN, ACCEPTING ACCESS TO OR PARTICIPATING IN THE NETWORK OR USING ANY SOFTWARE, TECHNOLOGY, SERVICES OR PRODUCTS ON THE NETWORK, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE.

This Network End User License Agreement (the "License Agreement" or "Agreement") is between You, the customer (either "You" or "Customer" or "Licensee"), and **Synapse Foundation**, a corporation formed under the laws of Isle of Man, and any and all of its subsidiaries, affiliates and assigns (collectively, "We" or the "Licensor" or "the Foundation"), and provides as follows:

1. TRANSACTION. This Agreement pertains to the purchase or acquisition by You, from Licensor/Foundation; of one or more individual, tokenized blockchain-derivative license access tokens ("Tokens"), each of which carries with it non-severable license rights as more fully set forth below.

2. EFFECTIVE DATE. The Effective Date is the date of the Foundation's acceptance of your purchase of Tokens.

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(a) Nature; Function; Offer for Sale. This Agreement sets forth the terms and conditions of the sale and grant of a license by the Foundation to You. The License is perpetual, worldwide, royalty-free, non-exclusive and revocable, subject to further terms and conditions set forth herein. We offer for sale the License, which we define as an individual network license to our software, source code and blockchain technology-related systems and methods, including without limitation a patented technology (U.S. Pat. No. 9,608,829)(the "Patented Technology") we have licensed pursuant to a non-exclusive, worldwide, perpetual license from a related third party, and derivations, derivatives, revisions, developments, improvements, modifications and reconstitutions thereof (the Patented Technology and any and all of the foregoing, collectively, the "Technology"), as the gateway to use, develop and exploit our computer software programs and services, including those which use or exploit the Technology, and related licensed materials which accompany this Agreement (any of the foregoing, collectively, the "Software"). The Software is intended for use on and within our network (the "Network"). For the purpose of this Agreement, "use" of the Software means any action to access, install, download, copy or otherwise benefit from the use and possession of the Software. To the extent the Licenses involve the Patented Technology, the Licenses are sublicenses from Licensor. This License Agreement governs any releases, revisions, updates, enhancements, supplements or additions to the Software. Notwithstanding the above, Licensor reserves the right to sell, package or offer the Tokens or the Software or any portion thereof, or use the Tokens or the Software as a new product, service or customer offering, or component part thereof, under different license terms

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(b) Tokenization. In order to encourage widespread adoption of our technology and build and retain market share, and to facilitate distribution and widespread use, we have attached the license and its associated rights to many small units. The license is attached to, part of and not severable from the individualized, tokenized digital asset unit (the "Token" or "Tokens"). Each Token is a digital asset, consisting of a segment of shared computer code and a shared, associated protocol or set of rules which governs the behavior of the asset and the rights and limitations upon use by the holders of the asset. The asset is divided up into and distributed among a certain quantity of "units" to permit distribution to and use by multiple customers. We govern the use of our Technology and Software by restricting access to those who hold valid licenses to the Technology.

(c) Your Requirements; Amount of Usage Under License. You must own and hold a Token, or "platform token" into which the Tokens are exchangeable for or convertible into, in order to have rights under the License. (The term "platform token" is used to distinguish that digital unit from the Tokens which can be purchased directly. Platform tokens may not be purchased or transferred.) Your Tokens cannot be spent directly to buy access or products, Software or services, but must be converted into, exchanged for or used to "mine" (any of the foregoing, as the case may be) the "platform tokens" needed for such purchases. To exercise your rights, You must consume, use or exercise rights attached to a Token or platform token in order to use the License and have access to the Network. Your abilities to use the License, access the Network and exploit the Technology in the Network and the Software shall be determined by Your choice of how many Tokens to consume. Once You use up all Your platform tokens and have no more Tokens to convert, You lose the License and rights under the License Agreement until such time as You obtain more Token or Tokens (in which event you would regain the license rights which attach to and are nonseverable from each Token), and thereafter convert the Tokens to platform tokens to access the Network, the Technology and the Software. You may use the Software up to the level of use specified in Your transaction document and make and install copies, including a backup copy, to support such use. Charges for the Software are based on the level of use or type of service acquired. The terms of this Agreement apply to each Token, and to each copy You make.

All products and services must be purchased separately, and only valid, current License holders (through their holdings of platform tokens received by exchanging their Tokens) can buy the products and services. The license, and agreeing to the end user license agreement, is a precondition to buying the products and services. Your rights under this Agreement are limited to your rights as a customer and holder of the Tokens, of which possession is a necessary

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(e) Service Period. The Software shall be capable of use during the Service Period by all holders of a then-valid License, subject to the holder's permitted usage level. The Service Period begins on the later of the purchase date or activation date upon which any of said Software becomes operational or are made or opened to the group of token purchasers for its use on the Network.

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5. Under no circumstances shall the Services be used in connection with any activity including but not limited to the design, development, fabrication, training or testing of

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(h) Your Representations and Warranties. You represent and warrant that you understand, and accept, confirm and reaffirm your agreement, that (i) you obtain a license for the Software only by purchasing Tokens; (ii) you cannot spend or consume the Tokens directly to buy access or products, but must convert said tokens into the platform tokens needed for such purchases; (iii) once you have used or consumed all your platform tokens and have no more Tokens in your possession to convert for use, you lose your remaining rights under the License and License Agreement until such time as you purchase more Tokens to regain the license and subsequently convert the Tokens to platform tokens to access the Network; (iv) you are receiving and holding the License and using, exploiting and otherwise possessing the Software on your own behalf and not as an agent for or on behalf of any third party, quasi-private / quasi-governmental entity or quasi-governmental corporation, government agency or government entity; (v) you are capable and authorized to execute, deliver and perform the obligations set forth under this Agreement, and are not subject to any restriction, injunction, contractual obligation or other encumbrance preventing, limiting or imposing conditions upon his or its execution, delivery and performance hereof; (vi) the Software and all related information are proprietary to the Foundation and its affiliates; (vii) You disclaim, and are not granted, any and all rights to use or possess any modifications, revisions, amendments, supplements, updates or upgrades of the Software or any product or service using the Software, which is related thereto or derived therefrom, unless you have purchased and activated the requisite support or service rights; and (viii) in the event you are purchasing any Tokens from the Foundation, that you are not a resident or citizen of, or an entity incorporated or located within the United States.

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(a)   This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Licensor may in its sole discretion waive, forbear, delay or cancel its own rights under the foregoing sentence, and such action, waiver, forbearance, delay or cancellation shall not act as a waiver, release or disclaimer from any right in the future to terminate this Agreement upon any subsequent breach.

(b)   You may terminate this Agreement by surrendering possession and rights to all Tokens, and to any platform tokens received upon conversion or exchange of the Tokens,deleting any Software or portion thereof or program incorporating it, and all copies thereof from your mobile or computing device (e.g., desktop, laptop or smartphone or other electronic computing device). Upon termination of this Agreement, you shall cease all use of the Software and delete all copies of the Software from your mobile device or from your desktop.

6. Miscellaneous

(a)   Severability. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable, and all of the remaining terms of the Agreement will remain in full force and effect as if such invalid or unenforceable term had never been included.

(b)   No Waiver. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

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(d).   Dispute Resolution, Governing Law. You agree that any disputes under this End User License Agreement shall be resolved by means of arbitration, which arbitrations shall be conducted under the auspices of the American Arbitration Association. Furthermore, You agree

that this Agreement shall be governed and construed in accordance with the laws of the Isle of Man, without regards for conflicts of laws principles, and You further agree and consent to, and waive objection to, the jurisdiction of the courts located there for any dispute arising out of this Agreement. This Agreement will not be governed by the conflict of laws rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

(e). No Assignment. This Agreement grants rights only to the holder(s) of Tokens, and as such, may not be assigned, transferred or pledged separately from the Tokens which give the License and License Agreement full force and effect. The License Agreement follows the Token and the two are inseparable. As such, any purported assignment of this Agreement without a corresponding assignment or transfer of the Token is null and void. .

(f) Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid United States mail or a nationally-recognized overnight delivery service to the other party at his/her/its address specified in the opening paragraph or preamble to this Agreement.

(g). No Implied Waiver. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by an authorized officer or representative of the Foundation.

(h) Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

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