

Software Licence

-- Published on 11 April 2021, updated regularly--

Definitions

Unless the context requires otherwise, the following terms shall be used in this software licence agreement:

“Block Labs Luxembourg” means Block Labs Luxembourg S.a r.l., a legal entity established under the laws of the Grand Duchy of Luxembourg, registered with R.C.S. Luxembourg under N B263508 at the following address: 41, rue du Puits Romain, z.a. Bourmicht (Atrium Business Park), L-8070 Bertrange, Luxembourg;

“Computers” means any computers, servers, blade systems, mainframe computers, personal digital assistants, digital telephones, or any other digital system incorporating display and/or communications capabilities where the device has one more CPUs (and whether the CPUs are single-core or multi-core) and may be connected to a Network;

“CPU” means a central processing unit that is the processor at the physical socket level, independent of the number of processing cores (i.e. single core, multi-core, etc.) capable of being present and/or active on any CPU;

“Crypto-asset Services” means any of the following services:

- (a) the custody and administration of crypto-assets on behalf of third parties;
- (b) the operation of a trading platform for crypto-assets;
- (c) the exchange of crypto-assets for fiat currency that is legal tender;
- (d) the exchange of crypto-assets for other crypto-assets;
- (e) the execution of orders for crypto-assets on behalf of third parties;
- (f) placing of crypto-assets;
- (g) the reception and transmission of orders for crypto-assets on behalf of third parties
- (h) providing advice on crypto-assets;

“Documentation” means all Materials supplied by or on behalf of Licensor for use in conjunction with the Proprietary Software, in any media or form, including (i) any and all installer’s, operator’s and user’s guides and manuals, (ii) training materials, (iii) source code files and applicable source code accompanying documentation, (iv) guides, (v) functional or technical specifications or other materials (including all materials describing the interoperability of the Proprietary Software with other hardware or software), (vi) written requirements or specifications for the Proprietary Software, and (vii) any revisions to the Documentation accompanying program upgrades;

“Intellectual Property” means all property rights and other exclusive rights. Intellectual property objects means in accordance with the legislation relating to any jurisdiction in the whole world (i) inventions (patentable and non-patentable, used or not used in practice and/or developed independently or jointly with other parties), all their improvements, patents, patent applications, patents and inventions’ descriptions and all other copyright to the inventions, together with all their

reissues, extensions, continuation-in-part applications, divisions, revisions, additional certificates of protection, renewals and revisions; (ii) trademarks, service marks, trade names, logos, designs, advertising slogans, firm names of legal entities, along with all intangible elements of value of the firm which they represent and are associated with, registrations, applications for registration and renewed registrations; (iii) copyright (whether registered or unregistered), works that may be the subject matter of copyright, copyrights and their registration and applications for registration; (iv) web sites in the Internet; (v) the design of integrated circuits, cell libraries, electronic masks, lists of network connections, simulated experiments, masking work, right to semiconductor integrated circuits, their registration, applications for registration and renewal of registration; (vi) computer software (including, without limitation, source codes, mechanisms of forming source codes, input files and output programs), software development tools (including, without limitation, assemblers, compilers, transcribers, utilities, data compactors), libraries, algorithms, routines, subroutines, codes with comments and documented codes, notes of programmers, system architecture, logic flow, data, computer applications and operation programs, databases and documentation on them; (vii) trade secrets and other confidential information (including, without limitation, ideas, technologies, know-how, processes and production and manufacturing techniques, research and development information, drawings, diagrams, specifications, bills of materials, designs, plans, proposals, technical data, pricing information, marketing information, financial records, customers and suppliers lists and other proprietary information of a person); (viii) formulae, developments, test data and market research; (ix) their copies and embodiment (in any form or format), and all modifications, improvements and derivative work on the basis of the foregoing; and (x) all rights to prosecute and to receive compensation in connection with any past, existing or future violations of any of the rights above and pre-emptive rights and rights to protect the rights to the foregoing in accordance with the legislation relating to any jurisdiction in the whole world;

“FOURwaL” means the software solution that enables a User to create a Wallet on his/her Computer to gain access to and benefit from the functionalities of the 4thTech Protocols;

“FOURid” means the 4thTech identity protocol that connects Wallets of the Users when data is exchanged, and it serves as the public key exchange point between the Users;

“FOURwaL Policies” means any of the following internal policies introduced and/or modified by Licensor from time to time: AML/CTF Policy, Data Retention & Protection Policy, Information Security Incidents Procedure, and Personal Data Breach Notification Procedure;

“FOUR Token” means a system native utility token that may be used in the future to enable access of the Users to the services and functionalities of the Proprietary Software and/or Open Source Software;

“4thTech Web Platform Client” or “4thTech App” means the interoperability protocol for the FOURWaL, FOURid, and the

4thTechProtocols. It serves as an on-boarding HUB for the Users with an installed FOURwaL add-on;

“4thTech Protocols” means any of the following software solutions developed and made available to any user by Block Labs Luxembourg under the EUPL v.1.2 or later: FOURdx, FOURns, FOURim;

“Laws” means the civil law in general, any constitution, legislation, decree, order, instruction, rule, regulation, ordinance, code, directive, by-law, judgement, international treaty or any other legislative or quasi-legislative measure related, in each case, to the respective jurisdiction that may be applicable to any transaction closed or to the circumstances existing as of the respective date and, in each case (if any liability is stipulated by or may arise in accordance with them) including any former provision (that may be statutorily amended or re-enacted from time to time) that was directly or indirectly replaced by such provision;

“Licensor” means The 4th pillar Ltd., a private limited company, established and existing under Slovenian law with a registered office at Parmova Ulica 53, 1000 Ljubljana;

“Material” means all systems, software (including source code and object code), HTML, CGI, XML or other formatting, software designs, software programs and programming, interfaces, knowledge cases, scripts, technology, documentation, writings, reports, lists, notes, manuscripts, images, photographs, printed or graphic matter, pictorial materials, tools, methods, business methods, methodologies, processes, business processes, procedures, techniques, workflows, inventions, improvements, forms, data, data formats, compilations, program listings, programming tools, program names, designs, models, specifications, design documents and analyses, artwork, illustrations, drawings, schematics, audio, video and/or audio-visual works, test results, research, business models, business rules, business logic, work and process flows, system architecture plans, trademarks, copyrights, works of authorship, ideas, know-how, developments, discoveries, and similar material created, developed, furnished or made available in connection with the Proprietary Software;

“Network” means an aggregation of devices, any of which may perform the functions of computation, data storage, and/or data communications, and which are interconnected by cable, optical and/or wireless communication means to permit the passage of digital information among two or more such devices; including, without limitation, publicly accessible communication systems capable of data/video/voice communications collectively and commonly known as the Internet;

“Private key” is a secret component of the cryptographic algorithm that is used together with a public key to gain access to the User’s Wallet or authenticate the User in the 4thTech Protocols;

“Proprietary Software” means any and all of the following software products: FOURwaL, FOURid, and 4thTech App, which are owned by Block Labs Luxembourg and sub-licensed to you by the Licensor;

“Third-Party Tokens” means any of the following native utility tokens issued and existing in supported blockchain networks: ETH, TOL, EDG, SOL, TRX... respectively;

“Third-Party Software” means the open-source software programs that are explicitly mentioned in the source code of the Proprietary Software, including but not limited to the software annexed hereto;

“Underlying Blockchains” means any of the following blockchain networks: Ethereum, Tolar HashNet, Polkadot Edgeware and Solana;

“Underlying Blockchain Wallet” means a wallet of the User in an Underlying Blockchain linked to the Wallet of the User in the FOURwaL;

“User” or “you” means a legal entity or individual;

“Wallet” means a User’s data set that authenticates the user in the 4thTech Protocols;

“Website” means any of the following websites of the Licensor: <https://4thtech.io/>, <https://app.4thtech.io/>, <https://staging.4thtech.io/>, <https://tron.4thtech.io/>, <https://btcc.4thtech.io/>, <https://wiki.4thtech.io/> and other.

By continuing with the Wallet creation process, you acknowledge and agree with the below terms and conditions of this licence agreement:

1. | License Grant

We (Licensor) grant you, the User, a non-exclusive, non-transferable and free of charge licence to use the Proprietary Software, including any Intellectual Property attributable to the Proprietary Software, in the manner described in the Documentation and Materials, for the purposes stated in clause 2 hereof.

2. | Permissible Use

You may use the Proprietary Software ultimately in connection with getting access to and other use of the 4thTech Protocols for the sole purpose of testing the technology and evaluating your interest in buying a commercial software licence from Block Labs Luxembourg or Licensor. If you are an owner of any of the FOUR Tokens, you may use the Proprietary Software for any purpose outside the scope of the prohibited use set forth in clause 3 hereof.

3. | Prohibited Use

You may not (a) provide commercial services, sell, sub-licence, rent or lease the Proprietary Software to another party without purchasing a specific commercial licence from Block Labs Luxembourg to do so, (b) decompile, disassemble, reverse engineer or modify in any manner, any of the Proprietary Software (except to the extent such prohibition is expressly prohibited by law), (c) use the Proprietary Software in violation of any applicable laws or regulations, (d) make available the Proprietary Software or your licence file on any type of public sharing website or forums, and e) use the Proprietary Software for illicit purposes.

4. | FOURwaL Policies

The FOURwaL Policies are incorporated hereto by reference. You agree and acknowledge your commitment to comply with said policies throughout all the times of your usage of the Proprietary Software.

5. | License Fees

We will not charge you any licence fees for the use of the Proprietary Software during the technology testing period. You will, however, be responsible for incurring and paying expenses

for executing a specific data file exchange or messaging transaction in the Underlying Blockchains of your choice. Said expenses will have to be paid by you in Third-Party Tokens directly to the providers of the respective transaction processing services in the Underlying Blockchains without any intermediation of the Licensor. It will be your sole responsibility to acquire the necessary number of Third-Party Tokens to enable transaction processing operations in the selected Underlying Blockchain.

6. | Maintenance and Support

Subject to further announcement on our Website, we have no obligation to support, maintain or provide any assistance directly to you under this licence.

7. | Technical Information Collection

You agree that we may, if instructed by you, for the purposes of fixing technical issues and improving the Proprietary Software, collect, process and use technical and other personal information about you that is gathered as part of any product maintenance and support services. By providing this data and information to us, you consent to the Licensor's storage and processing of such information for indicated purposes.

8. | Intellectual Property Rights

This Proprietary Software is SUB-LICENCED TO YOU, NOT SOLD. Block Labs Luxembourg remains the exclusive owner of the Intellectual Property embedded into the Proprietary Software, and it reserves the right to license out the Proprietary Software to other parties on the terms different to the terms set forth herein.

9. | Digital Signing Operations

In the course of using FOURwaL Software, your activities (eg., authentication in the 4thTech Protocols) will be recorded in the system as electronic transactions ("electronic transactions"). Electronic transactions, which are called by you, will be signed by your private key generated and stored on your Computer at the time of the Wallet creation.

Upon signing up for a new Wallet, you acknowledge and confirm that:

- you will be solely responsible for a safe custody of the Private Key generated on your Computer;
- a signature by your Private key shall be as legally valid and binding upon you as your original handwritten signature on a paper document;
- electronic transactions signed by your Private Key, including electronic documents, shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files;
- transaction reports, paper copies or "printouts," can be introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, and you will agree to accept them as being admissible to the same extent and under the same conditions as other original business records created and maintained in documentary form;
- you shall not contest the admissibility of true and accurate copies of documents signed by your private key on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

10. | Data Privacy

We do not collect your personal data neither at the time of installation of the Proprietary Software to your Computer nor at a later date, unless you request us to render maintenance and support services.

All data will be stored on your Computer.

Licensor does not collect any user's data, it only requires permission to read and write from the Website.

We do not collect your personal data neither at the time of installation of the Proprietary Software to your Computer nor at a later date, unless you request us to render maintenance and support services.

All data will be stored on your Computer.

Licensor does not collect any user's data, it only requires permission to read and write from the Website.

11. | Liability of Block Lab Luxembourg and Licensor

THE PROPRIETARY SOFTWARE IS PROVIDED 'AS IS', WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY THAT THE SOFTWARE IS FREE OF DEFECTS, MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BLOCKLABS LUXEMBOURG, LICENSOR OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY BLOCKLABS LUXEMBOURG'S or LICENSOR'S DISTRIBUTORS OR RESELLERS, SHALL CREATE ANY WARRANTY.

In no event will Block Labs Luxembourg, the Licensor, their affiliates, distributors or resellers be liable for any indirect, special, incidental or consequential damages arising out of the use of or inability to use the Proprietary Software, including, without limitation, damages for lost profits, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof.

12. | Third-Party Software

13.1. Neither the Licensor nor Block Labs Luxembourg is engaged in rendering of and/or licensed to render any of the Crypto-Asset Services under the Laws of any jurisdiction in the world. The scope of this licence is exclusively limited to providing you access to the technology that enables an exchange of data files and messages with the other the Users that are not qualified as crypto-assets, cryptocurrencies, virtual currencies or similar digital representations of values under the Laws of any jurisdiction in the world.

13.2. You will have a choice between several Underlying Blockchains for recording and processing your data exchange transactions that are interoperable with the Proprietary Software and 4thTech Protocols. We give you no guarantee, advice or assurance as to the quality of such Underlying Blockchains, their security and fitness to your specific needs. Furthermore, we take no responsibility for any damage or loss you may incur as a result technology failures, security and data breach incidents attributable directly or indirectly to the Underlying Blockchains. It is your own responsibility to assess business, financial, legal, tax, cybersecurity and other risks in connection with the use of the selected Underlying Blockchains.

13.3. Some of the Underlying Blockchains require you to have native tokens (Third-Party Tokens) to pay for transaction costs in those blockchains. It is your own responsibility to arrange for crediting of such Third-Party Tokens to your relevant Underlying Blockchain Wallet and directly incur the relevant transaction costs in the Underlying Blockchains from this Underlying Blockchain Wallet. We give you no guarantee, advice or other assurance as regards the value of Third-Party Tokens, their availability, transferability, safe storage in the Underlying Blockchain Wallets and other qualities. It is your own responsibility to assess financial, legal, tax, cybersecurity and other risks in connection with the acquisition, storage, transfer, sale and other operations with the Third-Party Tokens. Furthermore, we do not offer any assistance with and/or technically or otherwise facilitate an acquisition, sale and/or transfer of Third-Party Tokens in the Wallets of the Users in the FOURwaL.

13.4. We are working on the technical integration of the FOUR Token into the 4thTech Protocols. 4thTech token (i.e. FOUR) is the ecosystem native utility token planned to be one of the technical components needed for the 4thTech ecosystem tokenization. Besides unique smart contract embedded features; (1) TTS interface (i.e. token teleportation-service); (2) MTO (i.e. multiple-transfer option), and; (3) GAS option, the FOUR token is being used as the primary means to enable software licence access and community signalling. More information on the features of the FOUR Token can be found on <https://4thtech.io/token/>. The integration of the FOUR Token into the 4thTech Protocols is planned after the adoption of the EU Regulation on Markets in crypto-assets ("MiCa") and putting in place a MiCa compliant service infrastructure. Until an official announcement of the Licensor about the integration of the FOUR Tokens into the 4thTech ecosystem, neither the Licensor nor Block Labs Luxembourg, do offer any assistance with and/or technically or otherwise facilitate an acquisition, sale and/or transfer of FOUR Tokens between the Wallets of the Users in the FOURwaL. We can neither give you any guarantee, advice or other assurance as regards a term of integration of the FOUR Token into the 4thTech ecosystem nor as regards an integration itself. It may well be the case that we decide not to integrate the FOUR tokens at all due to various economic, technical, legal, regulatory or other circumstances at our full discretion.

The current holders of the FOUR Tokens are granted a fee-of-charge licence to use the Proprietary Software for any purpose outside the scope of the prohibited use, as set forth in clause 3 hereof. We reserve, however, the right to introduce additional fees and/or charges for the use of the Proprietary Software by all Users without any exception at our sole discretion if and after the FOUR Tokens have been officially integrated into the 4thTech ecosystem.

Neither this licence nor any information materials made available to you on the Website must be understood as our advice to purchase FOUR Tokens. We give you no guarantee, advice or other assurance as regards the value of the FOUR Tokens, their availability, transferability, safe storage in the Wallets and other qualities.

13. | Legal Disclaimer Notice

13.1. Neither the Licensor nor Block Labs Luxembourg is engaged in rendering of and/or licensed to render any of the Crypto-Asset Services under the Laws of any jurisdiction in the world. The scope of this licence is exclusively limited to providing you access to the technology that enables an exchange of data files and messages with the other the Users

that are not qualified as crypto-assets, cryptocurrencies, virtual currencies or similar digital representations of values under the Laws of any jurisdiction in the world.

13.2. You will have a choice between several Underlying Blockchains for recording and processing your data exchange transactions that are interoperable with the Proprietary Software and 4thTech Protocols. We give you no guarantee, advice or assurance as to the quality of such Underlying Blockchains, their security and fitness to your specific needs. Furthermore, we take no responsibility for any damage or loss you may incur as a result technology failures, security and data breach incidents attributable directly or indirectly to the Underlying Blockchains. It is your own responsibility to assess business, financial, legal, tax, cybersecurity and other risks in connection with the use of the selected Underlying Blockchains.

13.3. Some of the Underlying Blockchains require you to have native tokens (Third-Party Tokens) to pay for transaction costs in those blockchains. It is your own responsibility to arrange for crediting of such Third-Party Tokens to your relevant Underlying Blockchain Wallet and directly incur the relevant transaction costs in the Underlying Blockchains from this Underlying Blockchain Wallet. We give you no guarantee, advice or other assurance as regards the value of Third-Party Tokens, their availability, transferability, safe storage in the Underlying Blockchain Wallets and other qualities. It is your own responsibility to assess financial, legal, tax, cybersecurity and other risks in connection with the acquisition, storage, transfer, sale and other operations with the Third-Party Tokens. Furthermore, we do not offer any assistance with and/or technically or otherwise facilitate an acquisition, sale and/or transfer of Third-Party Tokens in the Wallets of the Users in the FOURwaL.

13.4. We are working on a technical integration of the FOUR Token into the 4thTech Protocols. The FOUR Token is planned to be one of the technical components needed for the 4thTech ecosystem tokenization in the Ethereum chain, combining three technical utility features: (1) embedded TTS interface (i.e. token teleportation-service); (2) MTO (i.e. multiple-transfer option); and (3) GAS feature. More information on the features of the FOUR Token can be found on <https://4thtech.io/token/>. The integration of the FOUR Token into the 4thTech Protocols is planned after the adoption of the EU Regulation on Markets in crypto-assets ("MiCa") and putting in place a MiCa compliant service infrastructure. Until an official announcement of the Licensor about the integration of the FOUR Tokens into the 4thTech ecosystem, neither the Licensor nor Block Labs Luxembourg, do offer any assistance with and/or technically or otherwise facilitate an acquisition, sale and/or transfer of FOUR Tokens between the Wallets of the Users in the FOURwaL. We can neither give you any guarantee, advice or other assurance as regards a term of integration of the FOUR Token into the 4thTech ecosystem nor as regards an integration itself. It may well be the case that we decide not to integrate the FOUR tokens at all due to various economic, technical, legal, regulatory or other circumstances at our full discretion.

The current holders of the FOUR Tokens are granted a fee-of-charge licence to use the Proprietary Software for any purpose outside the scope of the prohibited use, as set forth in clause 3 hereof. We reserve, however, the right to introduce additional fees and/or charges for the use of the Proprietary Software by all Users without any exception at our sole discretion if and after the FOUR Tokens have been officially integrated into the 4thTech ecosystem.

Neither this licence nor any information materials made available to you on the Website must be understood as our advice to purchase FOUR Tokens. We give you no guarantee, advice or other assurance as regards the value of the FOUR Tokens, their availability, transferability, safe storage in the Wallets and other qualities.

14. | General

If you have any queries as regards this licence, please send us an email to hello@4thtech.io.

15. | Amendments

Any amendments of this licence can be made by Licensor at any time at its sole discretion by publishing them on the Website. The amendments become effective immediately following their publication on the Website.

16. | Annex 1

Library Name	Licence	Weblink
1. Borsh	1. - 5. Apache 2.0	1. github.com/ethers-io/ethers.js
2. @polkadot/api	2. https://www.apache.org/licenses/LICENSE-2.0	2. github.com/polkadot-js/api
3. @polkadot/api-contract		3. github.com/polkadot-js/api
4. @polkadot/util		4. github.com/polkadot-js/common
5. @polkadot/util-crypto		5. github.com/polkadot-js/common
6. @solana/web3.js	6. - 14. MIT	6. github.com/solana-labs/solana-web3.js
7. Bn.js	(https://choosealicense.com/licenses/mit/)	7. github.com/indutny/bn.js
8. @ethersproject/bignumber		8. github.com/near/borsh-js
9. ethers		9. github.com/ethers-io/ethers.js
10. truffle	15. EUPL 1.2	10. github.com/trufflesuite/truffle
11. solidity		11. npmjs.com/package/solidity
12. prettier		12. npmjs.com/package/prettier
13. solc		13. npmjs.com/package/solc
14. @openzeppelin		14. npmjs.com/package/@openzeppelin/contracts
15. 4thTech Protocols		15. joinup.ec.europa.eu/collection/eupl/eupl-text-eupl-12
16. @edgeware/node-types		16. github.com/ticomonwealth/edgeware-node-types