Evernode Hook License Agreement

This document sets out the terms on which Evernode Labs licenses the use of the Evernode Hooks Software and the deployed Evernode Hooks.

1. Definitions

1.1 In this licence:

(a) **EL** means: Evernode Labs Pty Ltd ACN 645 920 690, the owner of the intellectual property rights to the Evernode Software.

(b) **Evernode Hooks GitHub** means the following GitHub: *EvernodeXRPL/evernode-hook* - or such other code repository as nominated by EL from time to time as the canonical repository of the Evernode Hooks code.

(c) **Evernode Hooks Software** means: all versions of the Evernode Hooks software code available from the Evernode Hooks GitHub

(d) **Evernode Hooks** means: the Registry Hook, the Heartbeat Hook, and the Governance Hook.

(e) **Registry Hook** means: the Evernode Hook Software installed on address *rmv53yu8Wid6kj6AC6NvmiwSXNxRa8vTH* on the Xahau Network (Network ID 21337) that controls the issuing and redemption of Registration NFTs for the Evernode Network.

(f) **Heartbeat Hook** means: the Evernode Hook Software installed on address *rHktfGUbjqzU4GsYCMc1pDjdHXb5CJamto* on the Xahau Network (Network ID 21337) that controls the issuing of Evers to Registered Hosts.

(g) **Governance Hook** means: the Evernode Hook Software installed on address *rBvKgF3jSZWdJcwSsmoJspoXLLDVLDp6jg* on the Xahau Network (Network ID 21337) that controls the rules by which the Evernode Hooks can be updated.

(h) **Sanctioned Entity** means: any person or entity based in North Korea, Russia, Venezuela, Cuba, Iran, Syria or any other entity or person, or class of entities or people, listed in the ReadMe of the Evernode GitHub.

(i) **User** means**:** anybody who uses or purports to use the Evernode Hooks Software or deployed Evernode Hooks under this Licence.

2. Licence

2.1 EL grants a free, perpetual, non-exclusive, world-wide, licence to use the Evernode Hooks Software and Evernode Hooks without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the software, and to permit persons to whom the software is furnished to do so.

2.2 The Licence is subject to the condition that the above copyright notice and this permission notice shall be included in all copies or substantial portions of the Evernode Hooks Software.

2.3 No licence is granted for any unlawful or fraudulent purpose, act, or scheme.

2.4 No licence is granted to anybody who is a Sanctioned Entity.

3. No Warranties

3.1 To the full extent permitted by law, the Evernode Hooks are provided under this License on an "as is" basis, without warranty of any kind, either expressed, implied, or statutory, including, without limitation, warranties that it is free of defects, merchantable, fit for a particular purpose or non-infringing.

3.2 This disclaimer of warranty constitutes an essential part of this License, and no use of the Evernode Software is authorized under this License except under this disclaimer.

4. Limitation of Liability

4.1 To the full extent permitted by law, in no event will EL, the authors, or copyright holders of the Evernode Hooks Software be liable for any claim, damages or any other liability, whether in an action of contract, tort, law, equity, or otherwise, arising from, out of or in connection with the software or the use or other dealings in the Evernode Hooks Software.

4.2 The limitation in clause 4.1 includes, but is not limited to, damages of any kind whether incidental, consequential, direct, or indirect) and however arising, including from lost or damaged data, revenue loss, or financial loss.

4.3 Any liability of EL, the authors, or copyright holders of the Evernode Hooks Software is limited to refunding the amount (if any) paid directly to EL for the licence of the Evernode Hooks Software, and if that payment was in digital currency, it is acknowledged and accepted that the refund will also be in that digital currency.

5. Indemnity

5.1 Each user of the Evernode Hooks Software indemnifies and holds harmless EL, its officers and employees against any injury, loss, damage, or other liability arising from any use of the Evernode Hooks Software or from any breach of this Licence, except for injury, loss, damage, or other liability resulting directly from EL's wilful negligence or misconduct.

6. Governing Law

6.1 The Laws applicable in the Australian Capital Territory govern this Licence.

6.2   The Licence is only offered on the basis that all parties (EL and anybody using the Evernode Software under this Licence) submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory (including, for the avoidance of doubt, the Federal Court of Australia sitting in the ACT) and any courts competent to hear appeals from those courts.

7.   Special Conditions – Deployed Hook Maintenance

7.1   The Evernode Hooks give system privileges to an r-address on the Xahau Network controlled by EL to:

(a)   Unilaterally update the Evernode Hooks (if the Hooks are in "Piloted" mode);

(b)   Veto any changes to the Evernode Hooks (if the Hooks are in "Co-piloted" mode); and

(c)   Unilaterally move the Hooks from Piloted to Co-piloted to Auto-piloted mode.

7.2   EL may use those system privileges in its absolute discretion on a "best endeavours" basis to avoid or remedy catastrophic failure, compromise, or gaming of any of the Evernode Hooks, or to otherwise protect the integrity of the Evernode Hooks' operation.

7.3   To the full extent permitted by law, in no event (except fraud or wilful negligence) will EL be liable for any claim, damages or any other liability, whether in an action of contract, tort, law, equity, or otherwise, arising from, out of or in connection with its use or non-use of any of its system privileges.

7.4   The limitation in clause 7.3 includes, but is not limited to, damages of any kind whether incidental, consequential, direct, or indirect) and however arising, including from lost or damaged data, revenue loss, or financial loss.

7.5   Any liability of EL to a User for its use or non-use of its system privileges is limited to refunding the amount (if any) paid directly by that User to EL for maintaining the Evernode Hooks, and if that payment was in digital currency, it is acknowledged and accepted that the refund will also be in that digital currency.