



Gild Lab.

Decentralised Infrastructure Agreement 2.0.0

GILD LAB LIMITED
Company number 13684709
Address Unit 8, 28 Mill Street, Ottery St. Mary, England, EX11 1AD

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Decentralised Infrastructure

Agreement 2.0.0

Trust Buckets

Capitalised words and phrases are defined in the “Definitions” section of this document unless otherwise specified.

Parties

Gild Lab means Gild Lab Ltd (CRN 13684709) of Ottery St. Mary, England, EX11 1AD, contactable on legal@gildlab.xyz.

User means you, the person using Gild Lab’s Service, contactable on any email you communicated to Gild Lab electronically.

Background

- Gild Lab will provide the Open Source Software hosting and operation Service on the terms of the Agreement.
- The free use of the Open Source Software used for the Service is governed by the Open Source Licence.

It is agreed as follows.

1. Agreement

Agreement

User agrees to the terms of the Agreement with the clickwrap procedure on the Service.

Services supply

Gild Lab will provide the Services to User on a non-exclusive basis in accordance with the Agreement in the form of the:

- Service Setup as a fixed scope of work; and
- Service Hosting on an ongoing basis.

2. Agreement Duration

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Terms

- The Initial Term will commence upon the provision of the Certification by Gild Lab.
- The Agreement will first apply for the Initial Term and will renew automatically on a rolling basis for further Terms.
- If the Agreement is terminated before the Initial Term elapses, User must still pay the full amount of fees that would have been payable for the provision of the Services for the duration of the Initial Term, had the Agreement not been terminated.

Termination

- The Agreement will not automatically renew for another Term if User gives Gild Lab 5 Business Days notice of termination in writing.
- In case of such notice the Agreement will continue to the end of the Term when notice was given, but will not roll over for a new Term.

3 . Payment Calculation

Service Setup fee

User will pay Gild Lab USD \$20,000 in exchange for the Service Setup.

Service Hosting fee

User will pay Gild Lab USD \$10,000 per month in exchange for the Service Hosting.

Approved costs

User will also pay Gild Lab any additional fees and expenses agreed in writing prior to incurring additional fees for additional services.

4 . Payment Method

Payment terms

- Gild Lab will invoice User for:
- the Service Hosting monthly in advance; and
- the Service Setup in advance of commencing work.

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- User will pay invoices from Gild Lab under the Agreement within 10 Business Days in United States Dollars (USD) or in a USD stable coin approved in writing by Gild Lab.

Certification of setup

Gild Lab will not invoice User for Service Hosting until Gild Lab provides the Certification.

Service suspension

Gild Lab may suspend the provision of any part of the Services to User under the Agreement immediately at its discretion (including any functionality provided by hardware) if User fails to pay any amount due under the Agreement or any other agreement between the parties.

5. Decentralisation Acknowledgements

Gild Lab scope of involvement

- The involvement of Gild Lab is strictly limited to the Service Setup and the Service Hosting.
- The parties agree that the use of the Open Source Software is governed by the Open Source Licence.
- User appoints Gild Lab its agent to perform actions using the Software Instance in connection with the provision of the Services. Where Gild Lab performs any action on or with the Software Instance, all such actions will be deemed to be the actions of User as a result of the agency relationship.
- The termination of the Agreement will terminate the agency relationship between the parties.

Software Instance functionality

User agrees and acknowledges that:

- the Open Source Software is delivered with beta level functionality and delivered “as is”;
- the Open Source Software is for creating a blockchain-based record of Off Chain entities and the use of the Service by User should create blockchain records that accurately reflect the relevant Off Chain entities;
- administrative roles and associated tier lists for access to Tokens are mutable and bound to the deployer’s administrative keys and subsequent delegations;
- if a role becomes permanently unrecoverable because it is bound to an address that no human has the private keys for, this may put the Software Instance into an unrecoverable state, requiring

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snapshot and migration to a new deployment;

- trading of the Fungible Tokens will freeze if re-certification audits of the data relating to User’s Trust Bucket are not conducted in accordance with the certification time limit set by the “certifier” role; and
- any documentation provided in association with the Open Source Software, Software Instance or Services in general may contain mistakes or inaccuracies.

Data loss

User agrees and acknowledges that:

- interruptions as a result of third party suppliers of technology services are beyond the control of Gild Lab and the accessibility of the Software Instance may occasionally be interrupted due to technical difficulties;
- data will be provided to the Software Instance with IPFS, which carries with it an inherent risk of data loss;
- User has been provided with the opportunity to adopt more IPFS data redundancy as part of the Service to minimise the risk of IPFS data loss and has decided to use the number provided by Gild Lab under the Agreement;
- there is no uptime guarantee provided as part of the Services; and
- uptime in a decentralised environment is an unproductive metric when end-users including auditors can self-host the entire stack.

Blockchain permanence

The Software Instance will be decentralised software deployed on a blockchain. Consequently, User agrees and acknowledges that:

- elements of the Software Instance will be immutable;
- blockchains create irreversible transactions that Gild Lab will not have the capacity to remedy;
- the code of the Software Instance cannot be updated after it is deployed;
- Gild Lab will have no ability to suspend the Software Instance; and
- the Service is run on a blockchain, which is new and experimental technology.

Due diligence

User agrees and acknowledges that:

- it has conducted sufficient due diligence on the Open Source Software, and blockchain technology in general, to responsibly enter the Agreement;
- Gild Lab recommended to User to perform a blockchain security audit on the Open Source Software and to review the previous audits published by Gild Lab in respect of the Open Source Software; and
- while best practice has been used to check for security flaws, hacking is an inherent risk of using blockchains.

No advice

The parties agree and acknowledge that Gild Lab has not and will not provide any commercial or legal advice on the Software Instance, including:

- Trust Bucket configuration and the assignment of roles to persons involved;
- managing and storing private cryptographic keys;
- minting or issuing Tokens;
- legal issues arising from the use of the Software Instance by any person;
- the provision of information to Holders;
- the use of functional rights under roles enshrined by the Trust Bucket; or
- how third parties may interact with Trust Buckets.

No transactions

The parties agree and acknowledge that Gild Lab has not and will not initiate blockchain transactions with the private cryptographic keys of User.

6 . User Obligations

User will:

- provide information required by Gild Lab to render the Services;

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- provide reasonable assistance to Gild Lab if requested by Gild Lab;
- communicate with Gild Lab promptly; and
- ensure Gild Lab has access to any digital system required to provide the Services.

7. Instance Accounts

Account undertakings

User agrees to:

- keep details used to access the Account secure and private; and
- notify Gild Lab in the event that the Account's security is compromised in any way.

Account responsibility

User agrees that it will be responsible for the Account's activity, even if the Account is used in an unauthorised way by another person.

8. Off Boarding

User agrees that, on the date of termination, it will be responsible for continuing any Services provided by Gild Lab for itself.

9. Intellectual Property Ownership

Ownership

If User obtains any interest in the New IP, User Transfers Intellectual Property Ownership in the New IP to Gild Lab, which Gild Lab will then licence under the Open Source Licence.

User licence

Gild Lab Grants A Licence to User to the New IP under the Open Source Licence.

10. Confidentiality

Primary obligation

Gild Lab will Keep Secret the Confidential Information of User and use it only for performing

obligations or exercising rights under the Agreement.

11. Intellectual Property Protection

- The rights and obligations in this section are subject to the Open Source Licence.
- Gild Lab reserves the right to alter any element of the Service IP at its discretion.
- No licence or right is granted over any intellectual property in the Service IP unless explicitly described in the Agreement.
- User does not have any right to resell or sub-lodge the Service IP unless the Agreement explicitly provides otherwise.

12. Privacy

- Gild Lab will store and use the Personal Information of User in accordance with privacy law.
- User is responsible for its own compliance with privacy law. Gild Lab does not promise that User's use of the Services or Software Instance complies with privacy law.

13. Data Rights

Ownership of Data

Ownership of the Data remains with User.

Data licence

User Grants A Licence over the Data to Gild Lab for the purpose of providing the Services and meeting any other obligations under the Agreement that is global, non-transferable, sublicensable, non-exclusive, royalty free and perpetual.

14. Data Disclosure

Gild Lab will Keep Secret the Data and use it only for the purpose of providing the Services, however, it reserves the right to disclose Data to subcontractors that work with Gild Lab to provide the Services.

15. Posted Information

User agrees that:

- it is responsible for the legal consequences arising from Posted Content;

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- Gild Lab is in no way responsible for legal consequences arising from Posted Content;
- Gild Lab may edit or remove Posted Content at its discretion; and
- User promises that it will not, by posting Posted Content, infringe the Intellectual Property Rights of any third party, or cause Gild Lab to do so.

16. Limitation of Gild Lab's Liability

The amount User can claim from Gild Lab in relation to the Agreement and Services (including for any Example Limitation Risks) is Limited To The Legal Minimum.

17. Indemnity

User will indemnify and hold harmless Gild Lab and its officers, employees and agents from and against losses, claims, expenses, damages and liabilities (including taxes, fees and levies and including all legal costs on a full indemnity basis) arising from the provision of the Service by Gild Lab to User.

18. Termination

Termination for breach

Gild Lab can terminate the Agreement immediately by written notice if:

- it notifies the breaching party of an Agreement breach in writing; and
- the breach is not remedied 5 Business Days after the breach notification.

The non-breaching party's obligations under the Agreement will be suspended until the notified breach is remedied.

Termination for convenience

Gild Lab may terminate the Agreement without giving reasons with 60 Business Days of written notice.

Insolvency

Either party can terminate the Agreement by written notice if the other party becomes insolvent.

19. Force Majeure

Obligation suspension

- No party will be in breach of its obligations under the Agreement if a delay or failure to perform the obligations results from a Force Majeure Event.
- In such circumstances, the affected party will be entitled to a reasonable extension of the time for performing the obligations.

Notice of event

The affected party will provide written notice to any unaffected party of the delay or failure to perform their obligations, including a detailed explanation of the relevant Force Majeure Event.

Termination

- If the period of delay or non-performance continues for 40 Business Days or more, an unaffected party may terminate the Agreement.
- Termination under such circumstances will include 10 Business Days written notice to the affected party by the unaffected party.

20. Dispute Resolution

Parties will use dispute resolution

- Where any dispute arises between the parties in relation to the Agreement, the parties must comply with the procedure described in this section to resolve the dispute before a party brings court proceedings.
- This section will not apply to payments due to Gild Lab under the Agreement.
- Nothing in this clause prevents any party from bringing court proceedings for urgent injunctive, interlocutory or declaratory relief.

Process

The parties agree to the Dispute Resolution Discussion as the first step followed by the Expert Determination Process, which will be final and binding on the parties.

21. Document mechanics

The parties may only change the Agreement in writing.

The language in the Service Outline will give way and be subject to all other

provisions in this document to the full extent of any inconsistency between them.

22. Taxes

- User will be liable for all duties and taxes connected with the Agreement, including any payable VAT.
- Payment amounts referenced in the Agreement will be exclusive of VAT unless explicitly stated.

23. General Provisions

Governing law

- The governing law of the Agreement will be the law of England and Wales.
- The parties submit to the exclusive jurisdiction of the courts of England and Wales for any proceedings under the Agreement.

Notice

Parties will send notices and other written communications connected with the Agreement to the emails listed in the section of this document entitled “Parties”.

Mutuality

- Except as required by the Services, Gild Lab is not obliged to offer any guaranteed numbers of hours or days work to User during any period.
- Both parties declare that they do not wish to create or imply any mutuality of obligations during the course of the Agreement.

Third Party Rights

A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce the Agreement, provided that this clause does not affect a right or remedy of a person which otherwise exists or is available.

Assignment

Neither party may assign its obligations under this Agreement without the prior written permission of the other.

Agreement Technicalities

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The parties agree to:

- the Boilerplate Provisions; and
- the Interpretation Principles.

Definitions

Account

means a digital account for the purpose of operating the Software Instance.

Agreement

means the agreement arising between the parties in accordance with this document and the other documents referred to by this document.

Background IP

means the intellectual property rights owned by Gild Lab: - prior to the application of the Agreement; or - created by Gild Lab outside the scope of the Agreement.

Boilerplate Provisions

The following sections apply to the Agreement.

Further assurance

The parties will promptly execute and deliver such documents, perform such acts and do such things as may reasonably be required from time to time for the purpose of giving full effect to this agreement.

Entire agreement

This agreement (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Variation and waiver

- No variation of this agreement will be effective unless it is in writing and signed by the parties (or their authorised representatives).
- No failure or delay by a party to exercise any right or remedy provided under this agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this agreement or by law is only effective if it is in writing.

- Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this agreement.

Costs

The parties to this agreement agree to pay their own legal and other costs in respect of the preparation and negotiation of this agreement.

Third party rights

A person who is not a party to this agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Counterparts

- Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) will take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party will provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- No counterpart will be effective until each party has executed and delivered at least one counterpart.

Business Days

means a day, between the hours of 9am to 5pm, in the jurisdiction of the governing law of the Agreement (Area), that is not: - a Saturday or Sunday; or - a public holiday, special holiday or bank holiday in the Area.

Certification

means when Gild Lab certifies in writing that the “Semi Fungible Token Trust Bucket is ready for deployment in a decentralised hosted environment”.

Confidential Information

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means all information: - disclosed by a disclosing party to recipient party; or - which otherwise becomes to be known by the recipient party,

that could reasonably be regarded as confidential to the disclosing party, and includes information relating to: - technology, processes, products, inventions or designs used or developed by a disclosing party; - trade secrets and know-how; - customer lists and customer data; and - commercially sensitive information.

Contributed IP

means: - the Intellectual Property Rights owned by User prior to the creation of the Agreement; and - the Intellectual Property Rights created by User, or provided by User to Gild Lab, in the course of Gild Lab rendering the Services.

Costs

means any cost, expense, loss, damage, claim, demand, proceeding, judgment, settlement, lawyer or attorney's fees, court cost, or other liability, whether arising under contract law, tort law, legislation or otherwise.

Data

means any data or information conveyed to Gild Lab for the purposes of providing the Service by User.

Dispute Resolution Discussion

- The party claiming that there is a dispute must provide notice of the dispute in writing to the other party that includes full and detailed particulars of the dispute (Dispute Notice).
- The party receiving the Dispute Notice must respond in writing to the initiating party with a response that includes full and detailed particulars of its position on the dispute within 10 Business Days (Dispute Response).
- Within 10 Business Days of the Dispute Response due date both parties must arrange a meeting between representatives (in person or on the telephone) with sufficient authority to resolve the dispute (Resolution Meeting).
- The discussion process above will be deemed to have ended if there is no resolution within 10 Business Days of the Resolution Meeting or a written agreement between the parties to extend this deadline.

Example Limitation Risks

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means any liabilities arising from the risks described below.

Risks from the Agreement, including:

- breaches of the Agreement;
- any delay connected with the Agreement;
- negligence connected with the Agreement and its subject matter;
- the termination of the Agreement;
- any act or omission connected with this agreement; and
- third party reliance on the subject matter of the agreement.

Expert Determination Process

Failing resolution of the dispute after any previous dispute resolution process, either party may refer the dispute for expert determination, pursuant to these terms and conditions.

Expert appointment

- The parties may agree to appoint a particular person the expert for the purposes of the expert determination.
- Failing agreement between the parties, either party may request the President of the law society of the Agreement jurisdiction (President) to appoint the expert. The request will include:
 - copies of any previous correspondence between the parties on the dispute; and
 - a request that the President appoint the expert as soon as possible and advise the parties in writing of the appointment.

Expert costs

- Within 10 Business Days after the expert has been appointed, the expert shall provide the parties with an estimate of the fees and disbursements in the expert determination.
- Each party will bear its own costs in respect of any preparation and / or representation at any expert determination, and pay one-half of the expert's costs and any incidental costs of facilitating the expert determination.

Expert role

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The expert will:

- act as an expert and not as an arbitrator;
- act independently of, and act fairly and impartially as between the parties, giving each party a reasonable opportunity of presenting its case and countering any arguments of any opposing party, and a reasonable opportunity to make submissions on the procedure or the expert determination;
- proceed in any manner that he or she thinks fit;
- determine whether it is appropriate to co-opt legal or other technical expertise to assist his or her coordination of the dispute;
- conduct any investigation which he or she considers necessary to resolve the dispute;
- examine such documents, and interview such persons, as he or she may require; and
- make such directions for the conduct of the expert determination as he or she considers necessary.

Party obligations

The parties shall take all reasonable steps for the expeditious and cost-effective conduct of the expert determination. These steps include but are not limited to complying without delay with any direction or ruling by the expert as to the procedural or evidentiary matters.

Determination outcome

The determination of the expert: - must be in writing; - accompanied by reasons; - will be final and binding; and - is not an arbitration within the meaning of any statute.

Final and binding

Where the expert determination is specified as final, the expert determination will be final and binding on the parties.

Force Majeure Event

means any occurrence which causes a failure or delay for an affected party in performing its obligations under the Agreement.

Such events include but are not limited to: - an act of war, terrorism or mobilisation of armed forces; - civil disorder; - natural disaster; - pandemic; - embargo, inability to obtain necessary

materials, equipment or facilities, or power or water shortage; - government intervention; or - material change to what is lawful based on the action of a governmental authority.

Fungible Token, Fungible Tokens

means a fungible token as defined by ERC-20.

Grants A Licence

means that: - The licensor grants the licensee a licence to the Intellectual Property Rights in the licence subject for the licence purpose. - The licence granted above will be subject to any terms and conditions specified in the clause. - The licensor warrants that the licensee's legitimate exercise of the licensed Intellectual Property Rights for the licence purpose will not infringe the rights of any third party. - The licensor warrants that it will give and obtain any moral rights waivers and consents necessary to ensure the licensee can use the Intellectual Property Rights for the licence purpose without infringing moral rights.

Holders

means third parties holding Tokens.

IPFS

means the peer to peer file storage system known as the “Inter Planetary File System”.

Initial Term

means an initial term of 12 months.

Intellectual Property Rights

means all present and future rights conferred by common law, equity or statute connected with the results of intellectual activity, as well as the benefit of any application to register, renew or extend such a right.

Interpretation Principles

The Agreement will be interpreted as follows unless it explicitly states otherwise.

Grammatical Forms

In this document grammatical forms will be interpreted as follows:

- headings are for convenience and will not affect interpretation; and

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- “£” means British pound sterling.

Definitions

- Parameters in definitions are indicated with italic text.
- Defined terms are capitalised and not legally effective except as described below.
- Provisions using definitions with parameters (Parameter Provisions) are not legally effective except as described below.
- Parameter Provisions will be read as replaced with the rights and obligations in the definition, and parameters will be substituted with the equivalent concepts in the Parameter Provision on a plain reading of it.
- The Parameter Provision may stipulate exceptions, which will be read as an exception to the rights and obligations in the definition.
- Where a definition refers to rights and obligations as “these” or “this” it refers to those created by the replacement of the Parameter Provision with the definition.

Keep Secret

Obligation of confidentiality

- The recipient party agrees to use the confidentiality subject solely for the confidentiality purpose.
- The recipient party agrees to keep the confidentiality subject strictly confidential for the confidentiality period.

Standard of confidentiality

The recipient party agrees to:

- use industry standard security techniques to prevent;
- immediately notify disclosing party of;
- comply with disclosing party’s reasonable instructions regarding; and
- use its best endeavours to mitigate the effects of,

any unauthorised access to or use of the confidentiality subject for which the recipient party is

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responsible in whole or in part.

Disclosures to certain entities

The recipient party may disclose the confidentiality subject to:

- professional advisors like lawyers or accountants; and
- subsidiaries or parent entities,

but only to the extent necessary to effect for the confidentiality purpose.

Disclosures for legal reasons

- The recipient party may disclose the confidentiality subject if it is, or subsequently comes to be, publicly known through no fault, act, or omission on the part of the recipient party.
- The recipient party is also permitted to disclose the confidentiality subject if:
- the disclosure is necessary in order to enforce the Agreement; or
- the disclosure is required by law or a binding order of a government agency or court, but (to the extent permitted by law) the recipient party must not make such a disclosure without first notifying disclosing party and giving disclosing party a reasonable opportunity to object to the disclosure.
- The recipient party must comply with disclosing party's reasonable requests with regard to any permitted disclosure.
- The recipient party must use reasonable endeavours to ensure any person receiving the confidentiality subject through a permitted disclosure will treat it confidentially, and under substantially the same obligations as these confidentiality obligations.

Damages not an adequate remedy

- The parties agree that:
- the value of keeping the confidentiality subject confidential is difficult to assess; and
- damages would not be an adequate remedy for the irreparable harm that would be caused by the recipient party's breach of these confidentiality obligations.
- If the recipient party actually breaches or threatens to breach these confidentiality obligations, disclosing party will be entitled to enforce the recipient party's confidentiality obligations by

injunctive relief or specific performance, in addition to any other available remedy. The disclosing party will not be required to prove actual or special damage in order to do so.

Effects of Disclosure

The disclosure of the confidentiality subject from a disclosing party to a recipient party under the Agreement will not:

- have the effect of granting any rights over Intellectual Property Rights in the confidentiality subject;
- establish any relationship between the parties other than that created explicitly by the Agreement; or
- impose any obligation on a disclosing party to disclose accurate or current information in the confidentiality subject.

Mutual obligations

Each party to the Agreement may simultaneously be a disclosing party and a recipient party with respect to the obligations above.

Limited To The Legal Minimum

Liability limitation as follows.

Non excludable conditions

These limitations of liability will not operate to restrict the limiting party's liability from: - death or personal injury resulting from negligent acts or omissions; - fraud or fraudulent misrepresentation; and - the non-excludable statutory rights of consumers.

Limitation

To the extent not prohibited by law, limiting party excludes all liability (including consequential loss) to limited party for any liabilities connected directly or indirectly with the limited party and limiting party dealings in relation to the limitation subject, including liabilities based on: - contract law; - tort law; or - legislation,

and including liabilities caused by the limitation risks.

Indemnities not limited

The foregoing limitation of liability will not apply to indemnities given by limiting party to limited

party under the Agreement.

Failure to pay not limited

The foregoing limitation of liability will not apply to liabilities arising from limiting party's failure to pay limited party any monies due under the Agreement.

Implied conditions

To the extent not prohibited by the law, all terms and conditions implied by any other source of law in relation to dealings between the limiting party and the limited party in respect of the limitation subject are excluded from the Agreement.

New IP

means the Intellectual Property Rights created by Gild Lab for User under the Agreement, and does not include Background IP or Contributed IP.

Non Fungible Token, Non Fungible Tokens

means a non fungible token as defined by ERC-1155.

Off Chain

means an entity that is not a blockchain transaction.

Open Source Licence

means the open source licence governing the use of the Service source code.

Open Source Software

means the open source software known as "Trust Bucket".

Personal Information

means any information that is categorised as 'personal information' or 'personal data' under privacy law, or is otherwise regulated by privacy law.

Posted Content

means any content or information posted by User that is available to third parties.

Semi Fungible Token, Semi Fungible Tokens

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means a conceptual linkage between a Non Fungible Token and Fungible Token or Fungible Tokens in the context of a Trust Bucket.

Service, Services

means the:

- Service Setup; and
- Service Hosting,

provided by Gild Lab in association with the Open Source Software.

Service Hosting

means the:

- hosting and maintenance of the computing system described in Service Setup; and
- automation of elements of the certification process connected with the Trust Bucket.

Service IP

means the Intellectual Property Rights in the Services provided.

Service Outline

means the:

- Service Setup; and
- Service Hosting.

Service Setup

means:

- the setup and creation of decentralised computing infrastructure in multiple countries to host a Software Instance transparently, including computer systems that:
 - run an IPFS node;
 - index the Ethereum blockchain to create a blockchain subgraph;

- watch changes to the blockchain subgraph and create IPFS pins to make resources available; and
- two extra setups of the infrastructure above to create system resiliency with redundancy.

Software Instance

means the instantiation of the Open Source Software in an operating production instance with Trust Bucket functionality.

Term, Terms

means a time period of 1 month.

Tokens

means Non Fungible Tokens, Fungible Tokens or Semi Fungible Tokens.

Transfers Intellectual Property Ownership

- The assignor assigns all current and future Intellectual Property Rights in the transfer subject with full title guarantee to assignee.
- The assignment will be a global assignment of Intellectual Property Rights.
- The assignor warrants and represents to assignee that it has the right to transfer the Intellectual Property Rights under this clause and that the assignee's legitimate exercise of the assigned Intellectual Property Rights will not infringe the rights of any third party.
- The assignor agrees to do all things necessary to give effect to the foregoing assignment of Intellectual Property Rights.
- The assignor irrevocably waives (and warrants that it will obtain waivers to) all moral rights any individual may have in the transfer subject under copyright law or any similar provision of law in any jurisdiction.

Trust Bucket, Trust Buckets

means the roles and permissions functionality enshrined in a smart contract reflecting the ERC-1155 specification by which a collection of Non Fungible Tokens and Fungible Tokens are managed.