#### HYPERNET COMMUNITY LICENSE

#### Version 1.0

This Hypernet Community License Agreement Version 1.0 (the "Agreement") sets forth the terms on which Hypernet Labs, Inc. ("Hypernet") makes available certain software made available by Hypernet under this Agreement (the "Software"). BY INSTALLING, DOWNLOADING, ACCESSING, USING OR DISTRIBUTING ANY OF THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO SUCH TERMS AND CONDITIONS, YOU MUST NOT USE THE SOFTWARE. IF YOU ARE RECEIVING THE SOFTWARE ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE ACTUAL AUTHORITY TO AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF SUCH ENTITY. "Licensee" means you, an individual, or the entity on whose behalf you are receiving the Software.

## 1. LICENSE GRANT AND CONDITIONS

- 1.1 License. Subject to the terms and conditions of this Agreement, Hypernet hereby grants to Licensee a non-exclusive, royalty-free, worldwide, non-transferable, non-sublicenseable license during the term of this Agreement to: (a) use the Software; (b) prepare modifications and derivative works of the Software; (c) distribute the Software (including without limitation in source code or object code form); and (d) reproduce copies of the Software (the "License"). Licensee is not granted the right to, and Licensee shall not, exercise the License for an Excluded Purpose. For purposes of this Agreement, "Excluded Purpose" means making available any software-as-a-service, platform-as-a-service, infrastructure-as-a-service or other similar online service that competes with Hypernet products or services that provide the Software.
- **1.2 Conditions**. In consideration of the License, Licensee's distribution of the Software is subject to the following conditions:
  - **a.** Licensee must cause any Software modified by Licensee to carry prominent notices stating that Licensee modified the Software.
  - **b.** On each Software copy, Licensee shall reproduce and not remove or alter all Hypernet or third-party copyright or other proprietary notices contained in the Software, and Licensee must provide the notice below with each copy.
    - "This software is made available by Hypernet Labs, Inc., under the terms of the Hypernet Community License Agreement, Version 1.0 located at https://github.com/GoHypernet/CommunityLicense.git. BY INSTALLING, DOWNLOADING, ACCESSING, USING OR DISTRIBUTING ANY OF THE SOFTWARE, YOU AGREE TO THE TERMS OF SUCH LICENSE AGREEMENT."
- **1.3 Licensee Modifications**. Licensee may add its own copyright notices to modifications made by Licensee and may provide additional or different license terms and conditions for use,

reproduction, or distribution of Licensee's modifications. While redistributing the Software or modifications thereof, Licensee may choose to offer, for a fee or free of charge, support, warranty, indemnity, or other obligations. Licensee, and not Hypernet, will be responsible for any such obligations.

**1.4 No Sublicensing**. The License does not include the right to sublicense the Software, however, each recipient to which Licensee provides the Software may exercise the Licenses so long as such recipient agrees to the terms and conditions of this Agreement.

### 2. TERM AND TERMINATION

This Agreement will continue unless and until earlier terminated as set forth herein. If Licensee breaches any of its conditions or obligations under this Agreement, this Agreement will terminate automatically and the License will terminate automatically and permanently.

## 3. INTELLECTUAL PROPERTY

As between the parties, Hypernet will retain all right, title, and interest in the Software, and all intellectual property rights therein. Hypernet hereby reserves all rights not expressly granted to Licensee in this Agreement. Hypernet hereby reserves all rights in its trademarks and service marks, and no licenses therein are granted in this Agreement.

### 4. DISCLAIMER

HYPERNET HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO THE SOFTWARE.

# 5. LIMITATION OF LIABILITY

HYPERNET WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR DIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT. THE FOREGOING SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

### 6. GENERAL

**6.1 Governing Law**. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without reference to its conflict of laws principles. If Licensee is located within the United States, all disputes arising out of this Agreement are subject to the exclusive jurisdiction of courts located in Santa Clara County, California, USA. If Licensee is located outside of the United States, any dispute, controversy or claim arising out of or relating to this Agreement will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The tribunal will consist of one arbitrator. The place

of arbitration will be Palo Alto, California. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- **6.2 Assignment**. Licensee is not authorized to assign its rights under this Agreement to any third party. Hypernet may freely assign its rights under this Agreement to any third party.
- **6.3 Other**. This Agreement is the entire agreement between the parties regarding the subject matter hereof. No amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. In the event that any provision, including without limitation any condition, of this Agreement is held to be unenforceable, this Agreement and all licenses and rights granted hereunder will immediately terminate. Waiver by Hypernet of a breach of any provision of this Agreement or the failure by Hypernet to exercise any right hereunder will not be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.