Copyright 2024 Lagrange, Inc.

THIS SOFTWARE LICENSE IS A LEGALLY BINDING AGREEMENT BETWEEN LAGRANGE LABS INC. ("Lagrange") AND THE LEGAL ENTITY YOU REPRESENT ("You"). IF YOU USE OR ARE ENGAGING IN ACTIVITIES UNDER THIS AGREEMENT FOR A BUSINESS, COMPANY OR CORPORATE ENTITY ("Company"), WHETHER AS AN EMPLOYEE OR CONTRACTOR, THE TERM "YOU" INCLUDES, AND THE TERMS AND CONDITIONS HEREOF ARE BINDING ON, BOTH YOU AS AN INDIVIDUAL AS WELL AS SUCH COMPANY. IN ADDITION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY, AND THAT SUCH COMPANY HAS AUTHORIZED YOU TO ACCEPT THE TERMS OF THIS AGREEMENT ON ITS BEHALF.

LAGRANGE IS WILLING TO PROVIDE A COPYRIGHT LICENSE TO CERTAIN SOFTWARE AND DOCUMENTATION (EACH DEFINED BELOW) TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO AND COMPLY WITH ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. BY CLICKING THAT YOU ACCEPT THESE TERMS OR BY USING THE SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

- **1. DEFINED TERMS.** In addition to other terms that may be defined herein, the following capitalized terms have the meanings set forth as follows:
- **1.1.** "Documentation" means documentation that Lagrange provides or otherwise makes available to You in connection with the Software or Platform.
- **1.2.** "Platform" means Lagrange's proprietary proving network optimized for generating large scale batch storage, receipt or transactions proofs, concurrently with arbitrary dynamic distributed computation, as the network may be developed, revised, improved, modified, expanded, or otherwise improved from time to time.
- **1.3.** "**Software**" means the software that Lagrange provides or makes available to You, whether in source code or object code format, in connection with the Platform.
- 2. COPYRIGHT LICENSE. Subject to and conditioned upon Your compliance with the terms and conditions set forth in this Agreement, Lagrange hereby grants to You a personal, non-exclusive, non-sublicenseable, non-transferable, revocable, limited license under Lagrange's copyrights, during the Term, (i) to download, install, and internally use the Software solely for the purpose of testing and evaluating it, (ii) to internally use an unmodified version of the Software solely in connection with Your use of the Platform (subclauses (i) and (ii) together, the "Permitted Purpose"), and (iii) to reproduce a reasonable number of copies of the Documentation on an internal basis only, and solely in support of the Permitted Purpose.
- 3. RESERVATION OF RIGHTS; NO GRANT OF PATENT RIGHTS. The Software is licensed and not sold to You. You acknowledge and agree that nothing in this Agreement conveys, assigns, or otherwise transfers to You any title or ownership rights in any part of the Software, Documentation, or Platform or to any intellectual property rights of Lagrange. Except for the express copyright licenses granted to You in Section 2, no other intellectual property rights are granted by Lagrange under or as a result of this Agreement (whether expressly, impliedly, by virtue of estoppel or exhaustion, or otherwise). You acknowledge and agree that neither the delivery of any part or all of the Software nor any provision of this Agreement will be deemed or construed to grant (whether expressly, by implication or by way of estoppel or otherwise) any right, license, authority to infringe, or immunity from infringement liability under or to any patents or other intellectual property rights of Lagrange covering or relating to any technology (including any product or invention) not embodied solely in the Software.
- **4. SOFTWARE RESTRICTIONS.** Except as expressly permitted in Section 2, (a) You must not reproduce, distribute, publicly perform, publicly display, or create derivative works of or based on the Software, or disclose, rent, lease, loan, provide, or otherwise transfer, in any manner, to any third party the Software, Documentation or any portion thereof, and (b) You will not reverse engineer, disassemble, decompile, or translate the Software or any portion thereof, except if and to the extent expressly permitted under any applicable law. You must not incorporate, link, distribute, or use any third party software or code in conjunction with (i) the Software (ii) any

software, products, documentation, content, or other materials developed using the Software, or (iii) any derivative works that You make using the source code portions of the Software (if any), in such a way that: (x) creates, purports to create, or has the potential to create, obligations with respect to the Software, including the distribution or disclosure of any source code; or (y) grants, purports to grant, or has the potential to grant to any third party any rights to or immunities under any intellectual property rights or proprietary rights of Lagrange, including as the rights exist in or relate to the Software.

5. DISCLAIMER OF WARRANTIES

- 5.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE, PLATFORM, AND DOCUMENTATION IS AT YOUR SOLE RISK. THE SOFTWARE AND PLATFORM ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LAGRANGE, ITS SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. LAGRANGE DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE OR PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR PLATFORM WILL BE CORRECTED.
- 5.2. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL LAGRANGE, ITS AFFILIATES, SERVICE PROVIDERS, LICENSORS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY DOWNLOAD, INSTALLATION OR USE OF, OR INABILITY TO USE, THE SOFTWARE OR PLATFORM, EVEN IF LAGRANGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LAGRANGE'S CUMULATIVE LIABILITY ARISING FROM THE SOFTWARE PROVIDED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, CONTRIBUTION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED US \$100 OR THE EQUIVALENT THEREOF IN ANY OTHER CURRENCY.
- **5.3.** THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 7 (DISCLAIMER OF WARRANTIES) APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Lagrange does not disclaim any warranty or other right that Lagrange is prohibited from disclaiming under applicable law.
- **6. INDEMNITY**. You agree to indemnify and hold harmless Lagrange, its affiliates and licensors, and each of their respective officers, directors, employees, agents and successors and assigns (each, a "Lagrange Indemnitee"), from and against any and all claims, actions, suits, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred or otherwise suffered by each Lagrange Indemnitee (including costs of defense, investigation, and reasonable attorneys' fees) arising out of, resulting from, or related Your use of the Software. If and as requested by Lagrange, You agree to defend, at Your cost, each Lagrange Indemnitee in connection with any third party claims, demands, or causes of action resulting from, arising out of or in connection with any of the foregoing; provided that You will not settle any claim, action, or suit without the prior written consent of Lagrange. LAGRANGE HAS NO OBLIGATION TO DEFEND, INDEMNIFY, OR HOLD YOU HARMLESS UNDER THIS AGREEMENT.
- **7. TERM AND TERMINATION**. This Agreement is effective upon acceptance by You and continues until terminated as provided herein (the "**Term**"). You may terminate this Agreement at any time by deleting and destroying all copies of the Software and Documentation and all related information in Your possession or control and providing Lagrange with written notice thereof. The licenses granted to you by Lagrange under this Agreement and your right to access the Software terminate immediately and automatically, with or without notice, if You fail to comply with any provision of this Agreement. Additionally, Lagrange may at any time terminate this Agreement, either with or without cause, upon notice to you. Sections 1 and 4 through 9 survive the termination of this

Agreement.

MISCELLANEOUS. This Agreement is governed and interpreted in accordance with the laws of the state of California, United States of America, without giving effect to its conflict of laws provisions that would result in the application of the laws of a different state or country. Any claim, lawsuit, or proceeding arising out of or related to this Agreement must be brought exclusively in the courts of Los Angeles County, California and You consent to the exclusive jurisdiction and venue of such courts, provided that either party may seek injunctive or other equitable relief in any court with jurisdiction. If any provision (or portion of a provision) of this Agreement is held to be illegal, invalid, or unenforceable, the legality, enforceability, or validity of the remaining provisions (or portion of the applicable provision) of this Agreement will not be affected. This Agreement (constitutes the entire and exclusive agreement between Lagrange and You with respect to the Software. You must abide by all applicable local, state, national, and foreign laws, treaties, and regulations in connection with Your use of the Software. If You are acting on behalf of an agency or instrumentality of the U.S. government, the Software and Documentation, as applicable, are "commercial computer software" and "commercial computer software documentation" developed exclusively at private expense by Lagrange. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction, and disclosure of the Software is governed by the terms of this Agreement. You must not delegate, transfer, or assign this Agreement or any of the rights, duties, or obligations hereunder (whether voluntarily, by operation of law, or otherwise) without Lagrange's prior written consent. Except to the extent that Lagrange is expressly precluded by applicable law, Lagrange further reserves the right to make changes to this Agreement, including as needed to reflect changes in business practices or to reflect changes in or required by law or otherwise, by providing You with reasonable notice of the changes.