

NODLE DESIGN LICENSE AGREEMENT 1.0

CAREFULLY READ THIS DESIGN LICENSE AGREEMENT (“**AGREEMENT**”). BY CLICKING THE “ACCEPT” OR “AGREE” BUTTON, OR OTHERWISE ACCESSING, DOWNLOADING, INSTALLING OR USING THE LICENSED MATERIALS (DEFINED BELOW), YOU AGREE ON BEHALF OF LICENSEE TO BE BOUND BY THIS AGREEMENT. “**LICENSEE**” MEANS THE INDIVIDUAL OR CORPORATION OR OTHER LEGAL ENTITY TO WHICH INTERGALACTIC LABS INC., A DELAWARE CORPORATION (“**NODLE**”) HAS ISSUED THE LICENSE DESCRIBED HEREIN. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK THE “ACCEPT” OR “AGREE” BUTTON, AND DO NOT ACCESS, DOWNLOAD, INSTALL OR USE THE LICENSED MATERIALS.

The parties agree as follows:

1. **Definitions**

“Affiliate” means an entity which controls, is controlled by or is under common control with a party hereto; where “control” means that the controlling party directly or indirectly has the beneficial ownership of more than fifty percent of the controlled entity’s shares or ownership interest giving the power to direct or cause the direction of the general management of the controlled entity. An entity shall be an Affiliate only during the time when such control exists.

“Licensed Materials” means, as applicable, all Nodle hardware, reference designs, application notes, documentation, software, design files, application program interfaces, and any related characterization, qualification or test data and information, that are provided by Nodle to Licensee pursuant to this Agreement.

“Nodle Certification” means an express approval by Nodle after applying for non-developmental use of any Nodle Offering. More details on Nodle Certification are found here: [URL](#).

“Nodle Network” means any network provided or enabled by Nodle that may provide connectivity, cryptocurrency, or any other product or service.

“Nodle Offering” means any network, compute device, software, or any other devices, or system, that Nodle designs and provides directly or through one or more of Nodle’s authorized distributors.

2. **License Grants.** Subject to the terms and conditions of this Agreement, Nodle hereby grants Licensee the following limited, nonexclusive, nontransferable licenses:

2.1 **Use Rights:** Licensee may use Nodle software or hardware for any purpose as long as the resulting hardware (or firmware running on a separate hardware) is registered on the Nodle network; and

2.2 **Modification Rights:** Subject to Section 4 (Ownership), Licensee may modify, change, improve and enhance any portion of the Licensed Materials that are provided by Nodle in source code form, but only for the sole purpose of creating designs that are used in conjunction with a Nodle Offering and only if the Licensee contributes any Modifications to the source code; and

2.3 **Distribution Rights:** Licensee may reproduce and distribute the Licensed Materials as set forth in this Agreement.

Any Modifications must be contributed to the open source repository located at github.com/nodlecode

Licensee may allow any of its Affiliates to exercise the rights granted to Licensee above, and Licensee and its Affiliates may disclose the Licensed Materials to contractors performing services for Licensee and/or its Affiliates; provided however, that Licensee shall be liable for any failure of Affiliates or contractors to the abide by the terms and conditions of this Agreement as if such failure was the failure of Licensee.

3. Restrictions.

3.1 Licensee shall register any device that uses any Nodle Offering on the Nodle Network, whether such use is for developmental use or otherwise. For the purposes of this Agreement, a device is “registered” when The Network is actively receiving payments for the device to use a Nodle Offering. If a device registers with Nodle, then unregisters, further use of the Nodle Offering by such device requires either (a) a payment of a license fee, or (b) a re-registration of the device with the Nodle Network.

3.2 Licensee shall not use the Licensed Materials for any purpose other than in compliance with Section 2.1 (Use Rights), or allow use by any person other than in compliance with Section 2.3 (Distribution Rights).

3.3 Licensee shall not reproduce the Licensed Materials other than to the extent necessary for its authorized use or distribution of the Licensed Materials (per Section 2 above), and for archival and back-up purposes, provided always that Licensee will at all times and in each instance, reproduce all copyright notices and proprietary legends on each copy in the same manner as such notices and legends appeared on the original.

3.4 Licensee shall not distribute or provide Licensed Materials to a third party, other than in compliance with Section 2.3 (Distribution Rights).

3.5 Licensee shall not publish or disclose the results of any benchmarking of the Licensed Materials, or use such results for its own competing development activities.

3.6 Licensee shall mark any products created under this agreement with an agreed upon "Connected by Nodle" marking.

3.7 Licensee shall not use the Nodle Offerings to build a product or network that may compete with any Nodle Offering.

3.8 Licensee may use any device on a network other than the Nodle Network if Licensee first registers such device on with the Nodle Network.

3.9 Licensee shall not use any Nodle Offering for any use, outside of internal development, without obtaining an express Nodle Certification.

4. **Ownership.** Licensee acknowledges and agrees that all intellectual property and industrial rights in and to the Licensed Materials and all copies thereof are and will remain the sole property of Nodle, or its licensors (if any). Nothing contained in this Agreement will be construed as conferring by implication, estoppel or otherwise upon Licensee any license or other right except the licenses and rights expressly granted to Licensee in Section 2 (License Grants). Licensee understands that portions of the Licensed Materials and related documentation may have been licensed to Nodle from third parties and that such third parties are intended third-party beneficiaries of the provisions of this Agreement. The Licensed Materials are protected by laws and international treaty provisions covering intellectual property and industrial rights. All modifications, changes, improvements and enhancements to the Licensed Materials (collectively "Modifications") shall be the sole property of Nodle. Licensee hereby assigns and agrees to assign to Nodle Licensee's entire right, title and interest in and to

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5. Disclaimers.

5.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED MATERIALS ARE PROVIDED “AS IS” WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, AND NODLE DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NODLE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED MATERIALS WILL MEET LICENSEE’S REQUIREMENTS, THAT THE LICENSED MATERIALS WILL OPERATE PROPERLY, WHETHER ALONE OR IN COMBINATION WITH OTHER FUNCTIONALITY, CORES, SOFTWARE OR PROTOCOLS, OR THAT THE OPERATION OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS OR DEFECTS IN THE LICENSED MATERIALS ARE CAPABLE OF BEING CORRECTED. NODLE MAKES NO WARRANTY OR REPRESENTATION THAT THE

LICENSED MATERIALS ARE COMPLETED, TESTED, VERIFIED, OR WILL WORK ON THEIR OWN WITHOUT REVISIONS. LICENSEE IS SOLELY RESPONSIBLE FOR VERIFICATION OF ITS DESIGN. NODLE SPECIFICALLY DISCLAIMS ANY OBLIGATIONS FOR TECHNICAL SUPPORT AND BUG FIXES, AS WELL AS ANY LIABILITY ARISING FROM LICENSEE'S USE OF THE LICENSED MATERIALS.

5.2 LICENSEE ACKNOWLEDGES THAT USE OF THE LICENSED MATERIALS IN COMBINATION WITH OTHER FUNCTIONALITY, CORES, SOFTWARE OR PROTOCOLS MAY REQUIRE LICENSES FROM THIRD PARTIES AND LICENSEE ACCEPTS SOLE RESPONSIBILITY FOR OBTAINING SUCH LICENSES.

5.3 THE LICENSED MATERIALS ARE NOT DESIGNED OR INTENDED TO BE FAIL-SAFE, OR FOR USE IN ANY APPLICATION REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS APPLICATIONS RELATED TO LIFE-SUPPORT OR SAFETY DEVICES OR SYSTEMS, CLASS III MEDICAL DEVICES, NUCLEAR FACILITIES, DEPLOYMENT OF AIRBAGS, CONTROL OF VEHICLE OR AIRCRAFT (UNLESS THERE IS A FAIL-SAFE OR REDUNDANCY FEATURE WHICH DOES NOT INCLUDE USE OF SOFTWARE IN THE NODLE OFFERING TO IMPLEMENT THE REDUNDANCY AND A WARNING SIGNAL UPON FAILURE TO THE OPERATOR), OR ANY OTHER APPLICATIONS THAT COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE (INDIVIDUALLY AND COLLECTIVELY, "CRITICAL APPLICATIONS"). LICENSEE AGREES, PRIOR TO USING OR DISTRIBUTING ANY SYSTEMS THAT INCORPORATE THE LICENSED MATERIALS, TO THOROUGHLY TEST THE SAME FOR SAFETY PURPOSES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE ASSUMES THE SOLE RISK AND LIABILITY OF ANY USE OF THE LICENSED MATERIALS IN CRITICAL APPLICATIONS.

7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT SHALL NODLE OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, GOODWILL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR OPERATION OF THE LICENSED MATERIALS, IN WHOLE OR IN PART, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY; (2) IN NO EVENT SHALL THE ENTIRE LIABILITY OF NODLE OR ITS LICENSORS ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, EXCEED THE AMOUNT OF LICENSE FEES RECEIVED BY NODLE FROM LICENSEE FOR THE LICENSED MATERIALS; (3) THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY REGARDLESS OF WHETHER SUCH LOSS WAS REASONABLY FORESEEABLE OR IF NODLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (4) THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY IN ANY WAY FOR ANY MATTER THAT CANNOT, AS A MATTER OF APPLICABLE LAW, BE LIMITED OR EXCLUDED. THE PARTIES AGREE THAT THIS SECTION 7 (LIMITATION OF LIABILITY) REPRESENTS AN ALLOCATION OF RISK WHICH THE PARTIES CONSIDER REASONABLE.

8. Term and Termination.

8.1 Term. This Agreement will commence upon the date that Licensee registers and pays for a Nodle Offering, and will remain effective until terminated in accordance with this Section 8.

8.2 Termination by Licensee. Licensee may terminate this Agreement at any time with thirty (30) days' notice, and by destroying the Licensed Materials and all copies and derivative works made or commissioned by Licensee, and providing notice to Nodle of same.

8.3 Termination by Nodle. Nodle may terminate this Agreement for material breach by Licensee, provided that Nodle has given written notice to Licensee of such breach and Licensee fails to cure such breach within thirty (30) days thereof; provided, however, in the event of a breach of confidentiality under Section 5 whereby unauthorized disclosure and/or dissemination by electronic or other means is likely to cause undue harm to Nodle, then Nodle may, at its discretion, immediately terminate this Agreement and seek other appropriate equitable and legal remedies as deemed necessary to protect its interests hereunder.

8.4 Effects of Termination. Upon termination of this Agreement the licenses and rights granted by Nodle hereunder will cease, and Licensee shall destroy the Licensed Materials, including all copies and derivative works in its possession or under its control, and all related documentation and certify such destruction in writing to Nodle. Each party's rights and obligations under the following provisions of this Agreement shall indefinitely survive the termination of this Agreement: Sections 4 (Ownership); 5 (Confidentiality); 6 (Disclaimers); 7 (Limitation of Liability), 8.4 (Effects of Termination); and 9 (General).

9. General.

9.1 Governmental Use. The Licensed Materials are comprised of commercial computer software developed exclusively at the expense of Nodle. Accordingly, pursuant to the U.S. government's Federal Acquisition Regulations (FAR) Section 12.212 and Defense FAR Supplement (DFARS) Section 227.7202, use, duplication and disclosure of the Licensed Materials by or for the U.S. government is subject to the restrictions set forth in this Agreement.

9.2 Export Compliance. Licensee shall adhere to all applicable import and export laws and regulations of Licensee's country and of the United States, without limitation. This Agreement may involve items and information that are subject to the U.S. government's International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). The importer/exporter of record shall not export, reexport, resell, transfer, or disclose, directly or indirectly, any products or technical data, to any proscribed person, entity, or country, or foreign persons thereof, unless properly authorized by the U.S. government and/or any other applicable or relevant government or regulatory body.

9.3 Governing Law. (a) Where the Licensee is located in North America, South America or any other location not covered by (b) or (c) below: This Agreement, and its performance shall be interpreted by, construed according to, and governed by, the laws of the State of California excluding conflict of laws rules and principles and the competent courts located in San Francisco County, California shall have jurisdiction; (b) Where the Licensee is located in Europe, the Middle East or Africa (EMEA) region: This Agreement, and its performance shall be interpreted by, construed according to, and governed by, the laws of Ireland excluding conflict of laws rules and principles and the competent Irish courts shall have jurisdiction; (c) Where the Licensee is located in the Asia Pacific region, Australia or New Zealand: This Agreement,

and its performance shall be interpreted by, construed according to, and governed by, the laws of Singapore excluding conflicts of laws rules and principles and the competent Singapore courts shall have jurisdiction. The parties specifically exclude from application to this Agreement the United Nations Convention on contracts for the International Sale of Goods. Where the Licensee is an individual, he or she shall be deemed to be located in his or her usual place of residence. Where the Licensee is a corporation or any other legal entity, it shall be deemed to be located in the jurisdiction of its incorporation or other formation.

9.4 Assignment. Licensee shall not assign this Agreement or transfer any of the rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Nodle. Any merger, acquisition, reorganization, change of control, or the like, involving Licensee shall be deemed an assignment in violation of the foregoing. Subject to the foregoing, this Agreement will be for the benefit of Nodle and its successors and assigns, and will be binding on Licensee's permitted assignees.

9.5 Waiver; Amendment. No waiver, express or implied, by either party of any right or remedy for any breach by the other party of any provision of this Agreement will be deemed or construed to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself or of any other breach or provision. No waiver of or modification or amendment to this Agreement will be effective unless reduced to writing and executed by authorized representatives of the parties.

9.6 Severability. If any provision of this Agreement is found unenforceable, illegal, void or invalid in whole or in part, then it shall to that extent be

deemed not to form part of this Agreement and the remainder of the Agreement will remain in full force and effect.

9.7 Notices. Any notices required or permitted by this Agreement shall be in writing and delivered to the address provided by each party to the other in connection with this Agreement, or to such other address as either party may specify in writing. Notices to Nodle shall be addressed to the attention of: legal@nodle.com.

9.8 Entire Agreement. This Agreement represents and constitutes the entire agreement between the parties with respect to the Licensed Materials, and supersedes all prior or contemporaneous discussions, representations, arrangements, understandings or agreements, written or oral, regarding the subject matter hereof. No additional terms or modifications proposed by Licensee shall be binding on Nodle unless expressly agreed to in writing and signed by Nodle.