

# PollinationX Software Licence Agreement

Any usage of the software products and services of CR Systems Limited is conditional upon you having acknowledged and accepted the following terms of the Software Licence Agreement:

## 1. Definitions

For the purposes of this document, the below terms will have the following meaning:

**“Company” or “we”** means CR Systems Limited, a legal entity established under the laws of the British Virgin Islands, registered at the following address: Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands;

**“Documentation”** means all Materials supplied by or on behalf of the Company for use in conjunction with the Software, in any media or form, including (i) any and all installer’s, operator’s and user’s guides and manuals, (ii) training materials, (iii) source code files and applicable source code accompanying documentation, (iv) guides, (v) functional or technical specifications or other materials (including all materials describing the interoperability of the Software with other hardware or software), (vi) written requirements or specifications for the Software, and (vii) any revisions to the Documentation accompanying program upgrades;

**“DsaaS”** means a decentralized storage as a service made available to you by third-parties other than the Company and/or its affiliates through the L1 network selected by you;

**“Intellectual Property”** means all property rights and other exclusive rights. Intellectual property objects means in accordance with the legislation relating to any jurisdiction in the whole world (i) inventions (patentable and non-patentable, used or not used in practice and/or developed independently or jointly with other parties), all their improvements, patents, patent applications, patents and inventions’ descriptions and all other copyright to the inventions, together with all their reissues, extensions, continuation-in-part applications, divisions, revisions, additional certificates of protection, renewals and revisions; (ii) trademarks, service marks, trade names, logos, designs, advertising slogans, firm names of legal entities, along with all intangible elements of value of the firm which they represent and are associated with, registrations, applications for registration and renewed registrations; (iii) copyright (whether registered or unregistered), works that may be the subject matter of copyright, copyrights and their registration and applications for registration; (iv) web sites in the Internet; (v) the design of integrated circuits, cell libraries, electronic masks, lists of network connections, simulated experiments, masking work, right to semiconductor integrated circuits, their registration, applications for registration and renewal of registration; (vi) computer software (including, without limitation, source codes, mechanisms of forming source codes, input files and output programs), software development tools (including, without limitation, assemblers, compilers, transcribers, utilities, data compactors), libraries, algorithms, routines, subroutines, codes with comments and documented codes, notes of programmers, system architecture, logic flow, data, computer applications and operation programs, databases and documentation on them; (vii) trade secrets and other confidential information (including, without limitation, ideas,

technologies, know-how, processes and production and manufacturing techniques, research and development information, drawings, diagrams, specifications, bills of materials, designs, plans, proposals, technical data, pricing information, marketing information, financial records, customers and suppliers lists and other proprietary information of a person); (viii) formulae, developments, test data and market research; (ix) their copies and embodiment (in any form or format), and all modifications, improvements and derivative work on the basis of the foregoing; and (x) all rights to prosecute and to receive compensation in connection with any past, existing or future violations of any of the rights above and pre-emptive rights and rights to protect the rights to the foregoing in accordance with the legislation relating to any jurisdiction in the whole world;

**“L1”** means a distributed ledger managed by a peer-to-peer computer network that is interoperable with any of the Software;

**“Material”** means all systems, software (including source code and object code), HTML, CGI, XML or other formatting, software designs, software programs and programming, interfaces, knowledge cases, scripts, technology, documentation, writings, reports, lists, notes, manuscripts, images, photographs, printed or graphic matter, pictorial materials, tools, methods, business methods, methodologies, processes, business processes, procedures, techniques, workflows, inventions, improvements, forms, data, data formats, compilations, program listings, programming tools, program names, designs, models, specifications, design documents and analyses, artwork, illustrations, drawings, schematics, audio, video and/or audio-visual works, test results, research, business models, business rules, business logic, work and process flows, system architecture plans, trademarks, copyrights, works of authorship, ideas, know-how, developments, discoveries, and similar material created, developed, furnished or made available in connection with the Software;

**Policies** means any of the following internal policies introduced and/or modified by the Company from time to time and incorporated hereto by reference: AML/CTF Policy, Data Retention & Protection Policy, Information Security Incidents Procedure, and Personal Data Breach Notification Procedure;

**“PollinationX NFT”** means a utility dynamic non-fungible token that represents remaining storage capacity available to each user in the DsaaS in the course of the use of the Software (i.e. measured in GB);

**“Smart Contract”** means a self-executing computer program that automatically enforces the terms of a contract between parties in a L1 network;

**“Software”** means any of the following software products that provides access to the DsaaS and/or facilitates payment processing under this licence:

PollinationX SDK	<a href="https://github.com/pollinationx/sdk-js">https://github.com/pollinationx/sdk-js</a>
PollinationX AUTH	<a href="https://github.com/pollinationx/auth">https://github.com/pollinationx/auth</a>
PollinationX Smart Contracts	<a href="https://github.com/pollinationx/smart-contracts">https://github.com/pollinationx/smart-contracts</a>
PollinationX dStorage production client	<a href="https://github.com/pollinationx/dapp">https://github.com/pollinationx/dapp</a>

**“Terms”** means these terms and conditions of rendering the services by the Company, including the documents incorporated by reference hereto;

**“Tokens”** means native fungible or non-fungible tokens of L1s that are used to pay transaction costs in the respective L1 network;

**“You”** means the user of the Software;

**“Website”** means any of the following websites of the Company: <https://pollinationx.io/>

## **2. Licence**

2.1. In consideration for the licence fee indicated in clause 3 hereof (which both parties acknowledge to be an adequate consideration), we grant you, the user, a non-exclusive, non-transferable licence to use the Software, including any Intellectual Property attributable to the Software, in the manner described in the Documentation and Materials, for your internal business under the terms and conditions stated herein.

2.2. Prohibited use. You may not use any of the Software and DsaaS in violation of the Policies, applicable laws and for other illicit purposes.

2.3. The Company is neither engaged in nor licensed to render any of the crypto-asset services under the laws of any jurisdiction in the world, such as:

- (a) the custody and administration of crypto-assets on behalf of third parties;
- (b) the operation of a trading platform for crypto-assets;
- (c) the exchange of crypto-assets for fiat currency that is legal tender;
- (d) the exchange of crypto-assets for other crypto-assets;
- (e) the execution of orders for crypto-assets on behalf of third parties;
- (f) placing of crypto-assets;
- (g) the reception and transmission of orders for crypto-assets on behalf of third parties
- (h) providing advice on crypto-assets.

2.4. For the avoidance of any doubts, the Company does not collect, process and store any of your data during your use of the Software. Any collection, storage and/or processing of your data is the responsibility of the respective L1 network.

## **3. Fees**

We will charge you subscription fees for the use of the Software that is based on a storage capacity of the DsaaS you are planning to utilise in the respective L1 network. Upon payment of the subscription fees, you will receive a PollinationX NFT that will represent the remaining storage capacity of the DsaaS available for your disposal in real time during your use of the Software.

The subscription fees and payment means are published on the relevant Website and may be changed by the Company at any time upon its full discretion. The changes become effective on the date of their publication on the Website. The Company is entitled to unilaterally modify the Smart Contract governing the execution of payment of the licence fees. If you don't agree with the changes, you can cancel your subscription to the Software licence. In the latter case, the Company will not be liable for and does not have to reimburse you for any of your expenses, damages, lost profit and other negative consequences resulting directly or indirectly from the cancelation of the subscription.

#### **4. L1s**

You may have a choice between several L1s for recording and processing your data exchange and storage transactions that are interoperable with the Software and DsaaS. We give you no guarantee, advice or assurance as to the quality of such L1s, their security and fitness to your specific needs. Furthermore, we take no responsibility for any damage or loss you may incur as a result technology failures, security and data breach incidents attributable directly or indirectly to the L1s. It is your own responsibility to assess business, financial, legal, tax, cybersecurity and other risks in connection with the use of the selected L1.

#### **5. Dealings with Tokens**

Some of the L1s require you to have Tokens to pay for transaction costs in the L1 network. Unless it is explicitly indicated on the Website in the subscription terms, it is your own responsibility to arrange for crediting of such Tokens to your relevant L1 wallet and directly incur the relevant transaction costs in the selected L1. We give you no guarantee, advice or other assurance as regards the value of Tokens, their availability, transferability, safe storage in the L1 and other qualities. It is your own responsibility to assess financial, legal, tax, cybersecurity and other risks in connection with the acquisition, storage, transfer, sale and other operations with the Tokens. Furthermore, we do not offer any assistance with and/or technically or otherwise facilitate an acquisition, sale and/or transfer of the Tokens by you.

#### **6. Maintenance and Support**

Maintenance and support services in connection with the use of the Software will not be made available to you, unless it is explicitly indicated in the subscription payment terms on the Website.

#### **7. Liability**

THE SOFTWARE SET FORTH IN THESE TERMS IS PROVIDED 'AS IS', WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY THAT THE SOFTWARE IS FREE OF DEFECTS, MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US.

In no event will the Company, its affiliates, distributors or resellers be liable for any indirect, special, incidental or consequential damages arising out of the use of or inability to use the software, including, without limitation, damages for lost profits, loss of goodwill, work stoppage,

computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof.

## **8. Governing Law**

If any provision of this licence is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions hereof will not be affected. These Terms will be governed by the laws of the British Virgin Islands. You agree to the exclusive jurisdiction of the courts of the British Virgin Islands for any claim or dispute arising out of or in connection with these Terms.

## **9. Amendments**

Any amendments of these Terms can be made by the Company at any time at its sole discretion by publishing them on the Website. The amendments become effective immediately following their publication on the website.

## **10. Contact Information**

If you have any queries as regards these Terms, please contact us.