CasperLabs Community Source License

(Version 1.0, Date: September 30, 2021)

RECITALS

This license agreement (the "Community License" or "License") is provided to allow CasperLabs Holdings AG ("CL"), a Swiss company, to make certain Source Code it has developed available to members of its community for review and research purposes, to provide transparency to the community, and to further its goals to facilitate research and development and quality improvement of its products;

CL further desires to encourage the general adoption, quality and compatibility of its products, to promote transparency in source code development by providing code under this review license, and to contribute back to its developer community by providing royalty-free use of products to non-commercial users, subject to certain limitations, while preserving its ability to fund future development and expansion through commercial licensing of its products;

User desires to license certain Source Code that CL has made available in its Github repository located at: <https://github.com/CasperLabs/communitysourcecode> (the "CL Community Github") and potentially certain CasperLabs Marks from CL on the terms and conditions specified in this License.

In consideration for the mutual covenants contained herein, User and CL agree as follows:

1. **Definitions.**

   a. "CL" means CasperLabs Holdings AG, a Swiss company, its affiliates, successors and assigns.

   b. CL Community Github" means the public Github community repository maintained by CL and located at https://github.com/CasperLabs/communitysourcecode.

   c. "CL Source" means any Source Code developed and made available or distributed under this license by CL, together with any modifications and/or improvements added by CL or third parties approved by CL.

   d. "CL Website" means the http://casperlabs.io website, or such other world wide web URL that CL may designate from time to time.

   e. "CasperLabs Marks" means CL's trademarks and logos, whether now used or displayed on the CL Website or incorporated in any manner now or in the future.

   f. "Commercial License" means a license for CL Source entered into between a User and CL which allows use for commercial purposes of the software beyond the scope of this Community License.

g. "Commercial Use" means any license, download, modification and/or improvements, sale or distribution, directly or indirectly, for commercial use of the CL Source by User for itself or to any third party, alone or bundled with any other software or hardware. A User may contact CL by email at licenses@casperlabs.io to discuss Commercial Use terms.

h. "Executable" means CL Source that has been converted to a form other than Source Code which sufficient to perform a computer or network function.

i. "Intellectual Property Rights" means the worldwide statutory and common law rights associated with (i) patents and patent applications; (ii) works of authorship, including copyrights, copyright applications, copyright registrations and "moral rights"; (iii) the protection of trade and industrial secrets and confidential information; (iv) trademarks, registered or unregistered, including names, designs, logos, trade dress and internet domain names; and (v) any divisions, continuations, renewals, and re-issuances of the foregoing which now exist or are secured in the future.

j. "Licensee" means any party that has entered into a version of this License remaining in effect with CL.

k. "Community License" means this license, under which a User may review, distribute, install and make limited uses of CL Source solely for non-commercial research, development, educational or personal and individual uses.

l. "Review Use" means use, distribution, review and installation of CL Source solely for research, development, educational or personal and individual use; "Review Use" expressly excludes Commercial Use.

m. "Source Code" means computer program statements, contained in individual files or software packages, written in any high-level, human-readable form suitable for modification and development prior to conversion as an Executable.

n. "User(s)" means you, as an individual or group of individuals, or a legal entity acting by and through an individual or individuals, seeking to exercise rights either under this License or under a future version of this License. For legal entities, "User(s)" includes any entity that by majority voting interest controls, is controlled by, or is under common control with User.

2. License Grants.

a. From CL to User(s). By downloading the CL Source from the CL Community Github, User fully accepts the terms and conditions of this License. User acknowledges that publicly available source code including CL Source from the CL Community Github commonly has license notices and licenses such as this review license, and that User is on inquiry notice to locate and review same. By downloading the CL Source from the CL Community Github, User acknowledges that User has had opportunity to review the

terms of this License and if any term is not acceptable, User acknowledges an obligation to delete all CL Source and to unenlist in the CL Community Github share. User agrees to download this License and any related notices from the CL Community Github along with any download from the CL Community Github. User agrees to distribute this License and any related notices along with any distribution of any CL Source from the CL Community Github. Subject to your ongoing compliance with the terms of this License, CL grants to User a worldwide, royalty-free, non-exclusive license, to the extent of CL's Intellectual Property Rights covering the CL Source, to do the following:

(i)   download, read, review, propose modifications or error corrections, reproduce and distribute CL Source for non-commercial Review Use;

(ii)   publish and display CL Source with, or as part of proposed modifications or corrections, as permitted under Section 3 below;

(iii)   reproduce and distribute copies of CL Source to other Licensees and students for additional Review Use by User; and

(iv)   compile, reproduce and distribute CL Source in Executable form to any other party for non-commercial Review Use subject to the terms of this License.

b. CL Rights Retained**.** Other than the rights expressly granted in this License, CL retains all right, title, and interest in CL Source, including, without limitation, all Intellectual Property Rights and the right to pursue actions against infringers. No rights are granted to Licensee other than as expressly set out in this License. CL reserves the right to maintain a record of each Licensee's clickthrough acceptance of this License for the purpose of managing a list of authorized Licensees.

c. From User to Other Licensees**.** User hereby grants to each and every other Licensee for Review Use under the same terms and conditions as this license sufficient rights to use any suggested corrections and modifications as adopted and incorporated in the CL Source by CL in its sole discretion.

d. From User to CasperLabs. User hereby grants to CL a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license, to the extent of your Intellectual Property Rights, covering any suggestions you submit regarding error corrections, modifications, and/or specifications related to the CL Source, to use, reproduce, modify, display and/or distribute such error corrections, modifications, and/or specifications related to the CL Source, in any form, including the right to sublicense such rights for further distribution.

e. Rights Retained by User. Other than the licenses expressly granted in Sections 2.c and 2.d above, and the restriction set forth in Section 3.a below, User retains all right, title, and interest in any error corrections, modifications, and/or specifications related to the CL Source.

f. Sub-distribution; No Sublicense Rights. User may further sub-distribute the CL Source to other Licensees that have also agreed to and accepted this License, for the purpose of furnishing Review Use and services relating to Review Use to User in connection with the rights granted to User in this License. This License does not grant User nor any other Licensee any rights to license or sublicense CL Source for any purpose.

g. Commercial Use. All Commercial Use(s) of CL Source requires a Commercial License. User stipulates and agrees that any Commercial Use absent a Commercial License with CL of any CL Source or other Source Code provided under this License is a violation of this License and will result in the immediate and automatic termination of User's rights under this License per Section 6, below, and subject User to potential liability as specified in Section 4 below and for contractual, tortious and other damages under all other relevant laws worldwide.

3. Requirements and Responsibilities.

As a condition of exercising the rights granted under Section 2.a above, User agrees to comply with the following:

a. User Contribution to the Community. All error corrections, modifications, and/or specifications related to the CL Source which User creates or contributes are automatically deemed contributions to CL and will be subject to the licenses granted under Section 2 above.

b. Source Code Availability. User agrees to provide any and all error corrections, modifications, and/or specification suggestions related to the CL Source as soon as reasonably practicable. CL may, at its discretion, post your error corrections, modifications, and/or specifications related to the CL Source on the CL Community Github or another community website, in its sole discretion. User may also post error corrections, modifications, and/or specifications related to the CL Source on your own chosen webpage, provided that User must take reasonable precautions to ensure that only qualified Licensees have access to such error corrections, modifications, and/or specifications related to the CL Source. Such precautions shall include, without limitation, a password protection scheme limited to Licensees and certification of Licensee status required for any downloads from the server.

c. Notice for User Changes. All error corrections, modifications, and/or specifications related to the CL Source which User creates or contributes to the project must include a file documenting the additions and changes User made and the date of such additions and changes. User must also include the notice as set forth in Exhibit A, below, in the code file header. If it is not possible to put the notice in a particular Source Code file due to its structure, then User must include the notice in an accessible web location (such as a relevant directory file), where a Licensee could find and would be most likely to look for such a notice.

d. Licensee Redistribution. CL Source may be distributed in Source Code form only to another Licensee on the terms specified herein. User may not offer or impose any terms on any CL Source that alter the rights, requirements, or responsibilities of such Licensee from those contained in this License. User may distribute CL Source to students for use in connection with their course work and research projects undertaken at accredited educational institutions. Such students need not be Licensees but must be given a copy of the notice as set forth in Exhibit A and such notice must also be included in a file header or prominent location in the Source Code made available to such students.

e. Modifications. User expressly agree that any distribution, in whole or in part, of modifications written in source form which are developed by User shall only be done pursuant to the term and conditions of this License. Adoption of such modifications into the CL Source shall be solely at CL's discretion.

4. Intellectual Property.

a. Copyrights. User acknowledges that CL is the sole author and owner of the CL Source for all worldwide copyright purposes. User stipulates that by downloading or making use of the CL

Source in a manner than violates the terms of this License, including by making Commercial Use of the software without an agreed-upon Commercial License, it is liable to CL for the maximum statutory damages allowable by law under 17 U.S.C. § 504 (c) and all other relevant laws worldwide.

b. Trademarks.   By making use of any CasperLabs Marks, User agrees to solely use the CasperLabs brands assets made available through the CL Website at https://casperlabs.io/brandassets, and to comply with the most current CL Trademark Policy and Guidelines available at that same location. User acknowledges that CL has both a right and an obligation to ensure compliance with the most current CL Trademark and Policy Guidelines, and to take commercially reasonable steps to perform same. Except as expressly provided in the License, User is granted no right, title or license to, or interest in, any CasperLabs Marks. User agrees not to (i) challenge CL's ownership or use of CasperLabs Marks; (ii) make any changes, edits or redesigns to the CasperLabs Marks or brand assets; (iii) attempt to register any CasperLabs Marks, or any mark or logo substantially similar thereto; or (iv) incorporate any CasperLabs Marks into your own trademarks, product names, service marks, company names, or domain names. User agrees and acknowledges that concomitant with CL's rights under International Trademark laws, CasperLabs not only has the right but the obligation to police the use of its trademarks.

5. Disclaimer of Warranty.

THE CL SOURCE IS PROVIDED UNDER THIS LICENSE "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE CL SOURCE CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. YOU AGREE TO BEAR ANY AND ALL RISK IN CONNECTION WITH YOUR REVIEW AND DISTRIBUTION OF CL SOURCE UNDER THIS LICENSE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY CL SOURCE IS AUTHORIZED HEREUNDER EXCEPT SUBJECT TO THIS DISCLAIMER.

6. Termination.

a. By User. User may terminate this Review Use license at any time by providing written notice to CL.

b. By CL. This License and the rights granted hereunder will terminate: (i) automatically if User fails to comply with the terms of this License and fails to cure such breach within 30 days of receipt of written notice of the breach; (ii) immediately in the event of circumstances specified in Sections 2(g), 4(a) and (b), and 7(a); or (iii) at CL's discretion upon any action initiated in the first instance by User alleging that Review Use or distribution by CL or any Licensee, of CL Source, or any error corrections, modifications or specifications contributed by User infringe a patent owned or controlled by User.

c. Effect of Termination. Upon termination, User agrees to discontinue use and return or destroy all copies of CL Source in your possession. All sublicenses to the CL Source which you have properly granted shall survive any termination of this License. Provisions which, by their nature, should remain in effect beyond the termination of this License shall survive including, without limitation, Sections 2, 4, 5, 7 and 8.

7. Limitation of Liability.

LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, CASPERLABS SHALL HAVE NO LIABILITY TO YOU FOR ANY CLAIMS RELATING TO THIS LICENSE, WHETHER FOR BREACH OR IN TORT. IN NO EVENT WILL CASPERLABS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT YOU OR CASPERLABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

8. Miscellaneous.

8.1. Integration. This License represents the complete agreement between the parties concerning the subject matter hereof.

8.2. Assignment. CL may assign this License, and its rights and obligations hereunder, in its sole discretion. User may not assign its rights and obligations hereunder to a third party without the prior written consent of CL, which may be requested via the email address licenses@casperlabs.io.

8.3. Severability. If any provision of this License is held to be unenforceable, such provision shall be altered only to the extent necessary to make it enforceable. Notwithstanding the foregoing, if User is prohibited by law from fully and specifically complying with its obligations under Sections 2 or 3, this License will immediately terminate and User must immediately discontinue any use of CL Source.

8.4 Claims of Infringement. Should any of the CL Source become the subject of a claim of infringement, CL may, at its sole option, (i) attempt to procure the rights necessary for User to continue using the CL Source; (ii) modify the CL Source so that it is no longer infringing; or (iii) terminate your right to use the CL Source, immediately upon written notice.

8.5. Governing Law. This License shall be governed by the laws of the United States and the State of California. Jurisdiction of any disputes regarding the terms of this License shall be located in the U.S. Federal District Court located in San Diego, California, USA.

8.6 International Use. CL Source may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. Each party agrees to comply strictly with all such laws and regulations and acknowledges their responsibility to obtain such licenses to export, re-export, or import as may be required. User agrees to pass these obligations to any other Licensees and will be solely responsible for any compliance related to User's distribution of CL Source.

EXHIBIT A

FORM OF NOTICE

License Notice and Copyright Block for File Headers:

// 2021 © CasperLabs Holdings AG – All Rights Reserved

// THE COPYRIGHT HOLDER OF THIS SOFTWARE CODE IS CASPERLABS HOLDINGS AG. THE PROGRAM AND INDIVIDUAL FILES ARE PROVIDED UNDER THE TERMS OF THE CASPERLABS COMMUNITY SOURCE LICENSE AGREEMENT, A COPY OF WHICH MAY BE FOUND AT: https://github.com/CasperLabs/ communitysourcecode. ANY USE, REPRODUCTION OR DISTRIBUTION OF THIS PROGRAM OR INDIVIDUAL SOFTWARE SOURCE CODE FILES CONSTITUTES USER'S ACCEPTANCE OF THIS AGREEMENT.

// THE CL SOURCE IS PROVIDED UNDER THIS LICENSE "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE CL SOURCE CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. YOU AGREE TO BEAR ANY AND ALL RISK IN CONNECTION WITH YOUR REVIEW AND DISTRIBUTION OF CL SOURCE UNDER THIS LICENSE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY CL SOURCE IS AUTHORIZED HEREUNDER EXCEPT SUBJECT TO THIS DISCLAIMER.

// Source code subject to change. Refer to Notices.txt in source tree located at https://github.com/ CasperLabs/communitysourcecode for changes and attributions.

//

//

//