

DeSciX Community Membership Agreement

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I Preamble – The DeSciX Virtual University & App Store: Internal Collaboration, External Value Return

Welcome to the DeSciX Community, a dynamic ecosystem designed as a **virtual university and collaborative app store** for decentralized science (DeSci). This agreement outlines the contractual relationship between its members for the creation, sharing, and utilization of creative works, often referred to as "Intellectual Property" (IP) under relevant laws. Within this framework, certain IP is made available to the members who agree to these terms—the "Community."

A core principle of DeSciX is **"open inside, value-return outside."** The ecosystem is designed to foster maximum collaboration and innovation **within** the Community by providing shared resources and permissive internal licensing for core components. However, DeSciX also aims to ensure that the value generated collectively accrues primarily **to** the Community and its token-based economy. Therefore, while external use or commercialization of technologies developed within DeSciX might occur under specific conditions, the strong expectation and guiding principle is that any resulting value flows back into the ecosystem, often through mechanisms supporting the relevant Community or DeSciX tokens (e.g., purchasing tokens with proceeds, akin to contributing to a university endowment or funding research grants).

Fundamentally, DeSciX fosters collaboration by providing a platform where decentralized autonomous organizations (DAOs), known herein as **COMMUNITIES**, can thrive. Think of DeSciX as the overarching **University**, providing the core infrastructure, governance framework, and shared resources. Each **COMMUNITY** functions like a distinct **College or Department** within this university, focusing on specific fields like AI, healthtech, or quantum computing. These COMMUNITIES possess their own unique identity, often including a native token and core intellectual property.

Within each COMMUNITY (College/Department), members develop and deploy ****Apps**** (or DApps). These Apps represent specific ****courses, research projects, administrative tools (like a registrar), shared lab equipment, or other resources**** offered by that COMMUNITY. Some Apps might be freely available ("open enrollment courses"), while others may require payment in the COMMUNITY's token ("paid courses" or "specialized research access"), mirroring the structure of a traditional university and keeping value circulating internally.

The DeSciX philosophy posits that vital technologies should not be monopolized. By enabling the creation of token-based COMMUNITIES, DeSciX provides an economic model that supports open-source principles ***within the community***. Contributors who build valuable Apps or contribute to the underlying platform can be rewarded (earn tokens), while users of specific Apps or services utilize tokens to access them (burn tokens). This creates a sustainable cycle of internal innovation and usage. When value is generated ***externally*** from community-derived IP, mechanisms should be employed to channel that value back, reinforcing the token economy.

While DAOs are typically governed by electronic smart contracts, this Membership Agreement serves as an additional, real-world contract binding the members of the DeSciX ecosystem. It complements the on-chain rules defined by the smart contracts.

DeSciX employs a "community open-source" licensing model. This means IP developed ***for the core platform*** is generally open within the DeSciX Community but restricted outside of it to encourage internal collaboration and value retention. IP developed ***within specific Apps*** by their creators may be subject to different terms set by those creators, but the expectation remains that external commercialization aligns with the community's value-return principle.

The DeSciX Community, implemented as a DAO, is open for anyone to join, subject to acceptance of this agreement and adherence to community standards. Trust is integral and is earned through active participation, reflected in mechanisms like token accumulation and delegation within the Delegated Proof-of-Stake (DPoS) system. To ensure compliance with legal and regulatory requirements (e.g., HIPAA), the DeSciX DAO structure includes oversight by delegates appointed by the DAO membership.

This license agreement, referred to as the DeSciX Community License (encompassing the DCSL and DPaaS terms defined later), draws inspiration from established open-source licenses, adapted for the unique structure and economic philosophy of DeSciX. The DeSciX Community Membership Agreement (DCMA), which you are reading, outlines the terms for participating in the DeSciX DAO and creating or joining COMMUNITIES. Only registered token holders who have accepted the DCMA are considered members of the DeSciX DAO.

A About the DeSciX Community

Think of the DeSciX Community as a collaborative ****virtual university****. Its guiding principles reflect this academic and innovative spirit:

- **Collaborate and Support:** Help your fellow members ("colleagues" and "students") within the ecosystem.
- **Enhance the Commons:** Strive to leave the shared resources ("campus infrastructure," knowledge bases, code repositories) in better condition than when you arrived.
- **Foster Open Innovation:** Promote transparent development and collaboration, particularly for foundational platform components.
- **Promote Decentralization:** Encourage equitable access to the "university's" resources and technologies.

Benefits of Enrollment in the DeSciX University

Membership in the DeSciX Community grants Members access to the "university's" resources, including:

1. The cloud-based DeSciX Platform as a Service (DPaaS) – the core ****university infrastructure**** – under the terms of the DPaaS Community Agreement (Section B).

2. Access for qualifying Members (typically Private COMMUNITIES) to the DeSciX Source Code – foundational **research tools and code libraries** – under the terms of the DeSciX Community Source Code License (Section A), primarily while their COMMUNITY ("College/Department") is in the developmental (Private) stage.
3. A standardized framework for token creation, distribution, and administration – the **university's internal economic system** for resource exchange.

The DeSciX Community License provides a copyleft framework *within* the DeSciX Community for software and other works contributed to the core platform. Licensing for specific Apps developed *by* COMMUNITIES may have different terms set by their creators.

Incentives and Responsibilities within the DeSciX Ecosystem

DeSciX is designed to incentivize innovation, much like a university encourages groundbreaking research and teaching. **Private COMMUNITIES** ("Research Groups" or "New Departments") are often in an R&D stage. They receive an incentive to develop their technology by potentially deferring some costs, allowing them to pay for services from other COMMUNITIES using future revenue streams or specific token arrangements, reducing upfront "funding" needs. This allows them to focus on development ("research") rather than immediate large-scale fundraising.

However, to transition to a **Public COMMUNITY** ("Established Department" with publicly recognized offerings) and have their tokens made publicly tradable, they must typically demonstrate perfected IP (a mature "research portfolio" or "curriculum") and a viable, scalable economic model for their Apps ("courses" or "services"). This is crucial if the COMMUNITY relies on services or Apps provided by other COMMUNITIES ("cross-departmental resources").

While all Members can benefit from the DeSciX "university," not all Members will create their own COMMUNITIES. **Creators**, who initiate new COMMUNITIES ("found new Departments or Research Centers"), are the primary drivers of innovation, tasked with developing their COMMUNITY's core technology and sustainable model.

The **Managing Delegate (MD)** and other delegates function somewhat like the **University Administration**, overseeing the platform's integrity and functionality. They are authorized to charge reasonable fees (in DeSciX tokens) for services beyond basic blockchain transactions, such as compliance reviews (HIPAA, KYC/AML), IP certification processes, and essential platform maintenance – ensuring the "university" runs smoothly and meets external standards.

Purposes of the Community Membership Agreement

The major purposes of this agreement are to:

- Explain the benefits ("university resources") and responsibilities ("academic integrity," contribution) of membership, particularly regarding access to Community IP and the expectation of contribution.
- Clarify the differing responsibilities and privileges for Private COMMUNITIES ("research groups") versus Public COMMUNITIES ("established departments").
- Detail the source code access terms for the core platform (primarily for Private COMMUNITIES) and distinguish this from the licensing of Apps developed upon the platform. Clarify that Public COMMUNITIES generally interact with the core platform as "downstream recipients" via compiled code or APIs.
- Define the role of the Managing Delegate (MD) ("University Administration") in overseeing the platform, enforcing standards, and administering the DAO.
- Explain the conditions (e.g., IP perfection, viable model) under which Private COMMUNITY tokens can become publicly tradable.
- Define the terms for using the DeSciX Platform as a Service (DPaaS) ("university infrastructure").
- Outline the token fee structures for using services provided by the DPaaS or by other COMMUNITIES, distinguishing between Private and Public COMMUNITY interactions.

- Provide clarity and dependability for users ("students," "researchers," external customers) regarding their rights when using Apps developed by COMMUNITIES, especially those incorporating DeSciX Community Software components.
- Establish the framework for App development, including the concept of **Forking** where App Creators can set their own terms for derivative works based on their specific App.
- **Reinforce the "Open Inside, Value-Return Outside" Principle:** Clearly state the community's intent that while internal collaboration is maximized, any commercialization or use of community-derived IP *outside* the DeSciX Community should ideally contribute value back to the relevant token economies. Specific mechanisms or requirements for this value return may be detailed in DAO policies or the DPoS White Paper.
- **Explicitly Disclaim Liability:** Underscore the "AS IS" nature of all platform components, data, and AI tools, acknowledging the inherent uncertainties in scientific research and AI development, and limiting liability accordingly (further detailed in Sections 11, 12, and IV).

B About the DeSciX Community

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- Establish the framework for App development, including the concept of ****Forking**** where App Creators can set their own terms for derivative works based on their specific App (distinct from core platform code contributions).
- ****Explicitly disclaim liability**** for the inherent uncertainties in scientific research and AI development conducted on the platform (further detailed in Sections 11, 12, and IV). Science involves experimentation and potential errors; the platform provides tools "AS IS," and users assume the risks associated with their use.

C Examples

- **End User Accessing an App:** An end user Member ("student" or "researcher") uses an AI analysis App ("specialized software tool") developed by a Public COMMUNITY ("Established Department"). The user pays for the service in tokens, which are distributed according to the COMMUNITY's rules and the DeSciX DPoS White Paper (potentially involving the COMMUNITY, the DeSciX DAO for platform fees, App developers, etc.). The user must use the App responsibly and in good faith, adhering to terms of service. Misuse could lead to suspension or loss of staked tokens.
- **Private COMMUNITY Consuming DPaaS Services:** A Private COMMUNITY ("new research group") utilizes cloud storage provided by the DeSciX Platform as a Service (DPaaS) ("university IT services"). The Private COMMUNITY pays the standard token price for this service in its own native (non-publicly traded) token. Token distribution follows the DeSciX DPoS White Paper.
- **Inter-COMMUNITY Service Usage (Private paying Public):** Private COMMUNITY A ("Bioinformatics Research Group") needs to use a specialized gene sequencing API App offered by Public COMMUNITY B ("Genomics Department"). If the API costs 100 COMMUNITY B tokens per use, and COMMUNITY A uses it 10 times, COMMUNITY A owes 1,000 COMMUNITY B tokens. The DeSciX platform facilitates the token exchange (potentially via the MD as an intermediary) based on defined rates or mechanisms. Compensation for roles involved follows the DPoS White Paper.
- **Platform Fee Distribution:** Periodically (e.g., monthly), the DeSciX DAO ("University Administration") distributes a portion of collected platform fees (a percentage of transactions) back to participating COMMUNITIES and other roles (Validators, etc.) based on their contributions and usage, as defined in the DPoS White Paper. This ensures those providing valuable services and infrastructure are rewarded.
- **Inter-COMMUNITY Service Usage (Public paying Public):** Public COMMUNITY A ("AI Modeling Department") uses a data visualization App provided by Public COMMUNITY C ("Data Science Center"). If the service costs 50 COMMUNITY C tokens per hour, Public COMMUNITY A pays in COMMUNITY C tokens based on usage. Token exchange and distribution are handled via the platform and DPoS rules.
- **Transitioning to Public COMMUNITY:** A Private COMMUNITY developing a novel drug discovery AI perfects its core algorithms (meeting IP standards determined by the MD/DAO, analogous to patentability) and demonstrates a viable business model for its analysis App. Following a DeSciX DAO governance vote ("university review board approval"), it transitions to a Public COMMUNITY, allowing its tokens to become publicly tradable on designated exchanges.
- **Private COMMUNITY Development Fees:** Private COMMUNITIES pay applicable fees (e.g., for premium support, specialized resource access) as outlined in their DAO Participation Agreement while they remain in the R&D (Private) stage, as defined by DAO standards.
- **Service Continuity:** Services consumed by COMMUNITIES (from DPaaS or other COMMUNITIES) are expected to be provided consistently at agreed token prices and service levels, contingent upon the providing entity's continued operation and the absence of commercially reasonable alternatives. This provides stability for dependent Apps and services ("course prerequisites" or "required lab access").
- **Creator Contributions:** A new Creator establishing a COMMUNITY ("founding a new Department") is expected to contribute a "meaningful Service Offering" back to the DeSciX ecosystem (e.g., a generic tool like enhanced data upload/validation, not their core IP) and contribute non-core code improvements developed during their App creation back to the relevant DeSciX Community Source Code repositories, fostering the collaborative environment.
- **App Forking Example:** A Developer in COMMUNITY A ("Physics Department") creates a popular App for simulating quantum circuits. Another Member from COMMUNITY B ("Materials Science Department") wants to adapt (fork) this simulator to model specific molecular interactions. The original Developer agrees but sets terms: the Member from COMMUNITY B must pay the original Developer

a one-time fee of 500 COMMUNITY A tokens to receive the App's object code and a limited license to create a derivative work *for internal research purposes only*. This App-specific forking agreement is separate from the DCSL governing the underlying DeSciX platform code the original App was built on. The original Developer could alternatively choose to offer the source code under different terms, or not allow forking at all.

- **Meaningful Service Offerings (Hypothetical Examples):**

- **AI Model Access:** Offering token-gated access to pre-trained AI models hosted on DPaaS.
- **Decentralized Storage Gateway:** Providing a user-friendly interface or API for interacting with decentralized storage solutions integrated with DPaaS.
- **Data Verification Oracle:** An App that verifies the integrity or provenance of datasets stored within the DeSciX ecosystem, callable via tokens.
- **Generic Simulation Engine:** A basic, configurable simulation framework (e.g., for particle systems) that other COMMUNITIES can build upon for more specific applications.

II Membership Agreement Details

Membership in the DeSciX DAO ("Enrollment in the DeSciX University") is offered at the sole discretion of the DeSciX DAO, according to its governance processes. By registering as a member and accepting this DeSciX Community Membership Agreement (DCMA) digitally (e.g., via checkbox, signature), You become a Member of the DeSciX Community ("University Member"). You agree to be bound by the terms of the most current DeSciX Community License (comprising the DCSL and DPaaS terms detailed below) and this DCMA. A Member is any individual or entity that completes registration and accepts the DCMA.

As a Member, you are expected to contribute actively to the DeSciX ecosystem ("University life"). Contributions can include offering services via Apps ("teaching courses," providing "research tools"), developing core platform code ("improving campus infrastructure"), participating in governance ("university committees"), contributing useful code snippets back to the community, or other activities deemed valuable by the DeSciX DAO.

A primary objective of the DeSciX DAO is to serve as an enabling platform – an ****App Store**** built upon a ****virtual university**** framework – for COMMUNITIES and their associated Apps (DApps). The Community Source IP, licensed to the DeSciX DAO, represents the foundational technology ("core curriculum" and "research infrastructure") provided for the benefit of creating these COMMUNITIES ("Colleges/Departments") and Apps ("Courses/Projects").

A ****Creator**** is the Member who initiates a new COMMUNITY ("founds a new College or Department"). The Creator can be any legal entity.

Furthermore, as a Creator of a COMMUNITY, you agree that participation within your specific COMMUNITY will be governed by a separate DAO Participation Agreement. This agreement, specific to the COMMUNITY, must adhere to the overall DeSciX framework, including the following constraints set by the DeSciX DAO ("University Senate"):

1. While the COMMUNITY is designated as Private ("in early development/research phase"), its native token will not be publicly tradable.
2. The COMMUNITY's tokens will only become eligible for public trading after its core Intellectual Property (IP) has been deemed perfected to established standards (e.g., comparable to US constitutional standards for patents, copyright), as assessed through the DAO's defined processes (see Section A - IP Perfection), and the COMMUNITY demonstrates a viable operational model.

A Definitions

"DeSciX" shall refer to the decentralized autonomous organization (DAO) and the associated licensing framework that governs the DeSciX Community, conceptualized as a ****virtual university and app store****.

“DeSciX Managing Delegate” or “MD” shall mean Aspire GP, LLC or its successor as elected by the DeSciX DAO. The MD acts akin to the **University Administration**, responsible for administering the DeSciX platform, enforcing standards (including KYC/AML, regulatory compliance like HIPAA where applicable), and overseeing the operational aspects of the DeSciX DAO.

“DeSciX DAO” shall refer to the decentralized autonomous organization composed of registered DeSciX token holders who have accepted the DeSciX Community Membership Agreement, acting as the overall **governing body of the University**.

“COMMUNITY” shall refer to a specialized DAO created on the DeSciX platform, functioning like a **College or Department** within the University. Each focuses on a specific field (e.g., AI, healthtech, quantum) and typically has its own native token and core IP.

“Private COMMUNITY” shall refer to a COMMUNITY in an early, R&D stage (akin to a **new research group or department under development**), whose tokens are not yet publicly tradable and are used internally.

“Public COMMUNITY” shall refer to a COMMUNITY that has met DAO-defined criteria (e.g., IP Perfection, viable model), approved via DAO governance, whose tokens are publicly tradable (akin to an **established, accredited Department**).

“DeSciX Community” means the overarching ecosystem comprising the DeSciX DAO, all Private COMMUNITIES, and all Public COMMUNITIES – the entire **University network**.

“DeSciX Community Software” means the software in all its forms (source, object, etc.) licensed **by** the DeSciX DAO **to** the Community, primarily comprising the core platform code, libraries, and tools made available in designated repositories. This forms the **foundational infrastructure and toolset** provided by the University.

“DeSciX Source Code” means the source code form of the DeSciX Community Software.

“App” or “DApp” (Decentralized Application) shall refer to a specific piece of software, functionality, service, or resource developed and offered by a Member or COMMUNITY within the DeSciX ecosystem, often utilizing the DPaaS and potentially DeSciX Community Software. Apps function as the **courses, research tools, administrative services, or projects** within a COMMUNITY (College/Department). They may be free or require token payment.

“Forking” (in the context of Apps) refers to the act of creating a derivative work based on an existing App. The ability to Fork an App, and the terms under which it is permitted (e.g., access to source vs. object code, fees, usage restrictions), are determined by the **original Creator of that specific App**, subject to any underlying licenses (like the DCSL) governing components used within the App. This is distinct from modifying the core DeSciX Community Source Code.

“Token-Based Services” or “DPaaS Services” shall refer to services offered within the DeSciX ecosystem accessed via tokens, including computational resources, APIs, data storage, etc., provided either by the core DPaaS (“central university IT”) or by specific Apps within COMMUNITIES (“departmental services”).

“Token-Based Transactions” shall refer to the exchange of tokens for services or value within the DeSciX ecosystem, governed by the DeSciX DPoS White Paper.

“DeSciX Community License” shall collectively refer to the licenses governing participation and IP within the DeSciX Community, primarily the DeSciX Community Source Code License (DCSL - Section A) and the DeSciX Platform as a Service (DPaaS) Community Agreement (Section B).

“DeSciX Platform as a Service (DPaaS)” shall refer to the cloud-based infrastructure provided by the DeSciX DAO, serving as the **core technological backbone of the University**.

“DeSciX DPoS White Paper” shall refer to the document detailing the tokenomics, governance mechanics, and reward distribution of the DeSciX Delegated Proof-of-Stake system – the **University’s economic and governance charter**.

“DAO Participation Agreement” shall refer to the specific agreement governing membership and operation **within** a particular COMMUNITY, established by its Creator in alignment with the overarching DCMA and DeSciX DAO rules.

“Token” shall refer to a digital utility asset within the DeSciX ecosystem, used to access services, pay fees, and participate in governance. Tokens are not intended as investments. Each COMMUNITY typically has its own native token.

“IP Perfection” shall refer to the state where a COMMUNITY’s core intellectual property is developed to a standard eligible for robust legal protection (e.g., patentable, copyrightable), as assessed by the MD or a

designated DAO committee according to defined criteria. This is a typical prerequisite for transitioning to a Public COMMUNITY.

"DAO defined standard" shall refer to criteria set by the DeSciX DAO governance process, used for determining stages like R&D completion or readiness for public offering.

"Creator" shall refer to the Member (individual or entity) who initiates a new COMMUNITY ("founds a new Department").

****"AS IS" Nature of Science and AI:**** All software, tools, data, AI models, and services provided through the DeSciX platform (including DPaaS and Apps) are offered strictly "AS IS," without warranty. The DeSciX ecosystem is a platform for research, development, and experimentation. Users acknowledge the inherent uncertainties, potential for errors, and exploratory nature of science and AI. Liability for outcomes, accuracy, or fitness for purpose is explicitly disclaimed as further detailed in Sections 11 and 12.

B Notice

(a) **To DeSciX Community Members.** The Managing Delegate (the "MD"), acting on behalf of the DeSciX DAO where appropriate, may provide any notice to Members under this Agreement by: (i) posting a notice on the designated DeSciX platform website (e.g., DaitaRoom.com or its successor); or (ii) sending a message to the email address associated with the Member's account. Notices posted on the website are effective upon posting. Notices sent by email are effective when the email is sent. It is the Member's responsibility to maintain a current email address associated with their account. Members are deemed to have received any email sent to their registered email address upon dispatch, regardless of actual receipt.

(b) **To DeSciX DAO / Managing Delegate.** To provide notice to the DeSciX DAO or the Managing Delegate under this Agreement, a Member must use the following methods: (i) email to the official notices address designated by the MD (e.g., notices@daitaroom.com or its successor), which will be monitored by the MD; or (ii) personal delivery, overnight courier, or registered/certified mail to the current address of the Managing Delegate (initially Aspire GP, LLC, 100 North Queen Street, Suite 300, Lancaster, PA 17603, subject to updates posted on the DeSciX platform website). The MD may update the contact information via notice on the platform website. Notices by personal delivery are effective immediately. Notices by email are effective one business day after sending. Notices by registered/certified mail are effective three business days after sending.

(c) **Language.** All communications and notices pursuant to this Agreement must be in English.

III Community Licenses: From DeSciX DAO's to Members

A DeSciX Community Source Code License (DCSL)

This DeSciX Community Source Code License (DCSL) governs Your use of the ****core DeSciX Community Source Code**** provided by the DeSciX DAO – the foundational software ("university infrastructure code," "shared lab software") made available to Members for building within the ecosystem. This license applies to You as a Member of the DeSciX DAO granted access to this specific Source Code. Provisions related to "Covered Works" (defined below) derived from this Source Code survive termination of Your membership for the duration of the copyright term, as specified herein. ****This license primarily governs the core platform code; it does NOT automatically govern the entirety of code within distinct Applications (Apps) built by Members, although Apps may utilize components licensed under the DCSL.**** The terms for modifying, distributing, or forking specific Apps are often set by the App's Creator (see Section C and Clause 4 below).

Definitions within the DCSL

- "This License" refers to the DeSciX Community Source Code License (DCSL).
- "Copyright" includes copyright-like laws (e.g., for semiconductor masks).
- "The Program" refers to the specific DeSciX Community Source Code governed by This License, as provided by the DeSciX DAO. It does NOT automatically encompass entire user-created Apps.

- “You” refers to the licensee (a Member of the DeSciX DAO). “Licensees” and “recipients” can be individuals or organizations within the DeSciX Community.
- To “modify” The Program means copying or adapting its code in a way requiring copyright permission (beyond exact copying). The result is a “modified version” or work “based on” The Program. Modifications made *directly to The Program’s source files* are subject to Clause 3. Creating a separate App that *uses* The Program (e.g., links to its libraries) is distinct from modifying The Program itself.
- A “Covered Work” means either the unmodified Program or a work directly based on The Program (i.e., containing modifications *to* The Program’s code). An App that merely *uses* or *links* to The Program (or its libraries) without incorporating modified Program source code directly into its own codebase might not constitute a Covered Work in its entirety, though the included Program components remain subject to This License. A Covered Work should generally represent the smallest distributable unit containing The Program or modifications thereof (e.g., a specific library file).
- To “propagate” a work means any action (except private execution or modification) that could create secondary liability for copyright infringement without permission. This includes copying, distributing (modified or not), and making available publicly.
- “DaitaRoom Site” means DaitaRoom.com or any successor site designated by the DeSciX DAO for hosting code, documentation, or notices.
- To “convey” a work means propagation enabling others to receive copies. Network interaction without copy transfer is not conveying.
- “Appropriate Legal Notices” in an interface includes a visible copyright notice and a statement that the work is provided without warranty (unless specified otherwise), that it may be conveyed under This License, and how to view This License.
- **“App” or “Application”:** As defined in Section A, a distinct piece of software created by a Member/COMMUNITY, potentially utilizing The Program or DPaaS services. The App’s unique code, separate from The Program’s source, is not automatically governed by all terms of This License (specifically contribution requirements under Clause 3), unless explicitly stated otherwise by the App’s Creator or if the App itself is released under the DCSL.
- **“App Creator”:** The Member or entity primarily responsible for developing a specific App. App Creators generally retain rights to determine licensing and forking terms for their own App’s unique code, subject to the terms of This License for any incorporated Program components.

DCSL Terms and Conditions

1. **Source Code Definitions.** The “source code” for a work means the preferred form for making modifications. “Object code” means any non-source form. A “Standard Interface” is one defined by a recognized standards body or widely used in a programming language community. “System Libraries” of an executable include components needed for OS interaction or standard interfaces but aren’t part of the work itself. A “Major Component” is an essential part of the OS, compiler, or interpreter. The “Corresponding Source” for object code means all source needed to generate, install, and run the object code and modify the work (including scripts, interface definitions, linked subprograms source), excluding System Libraries and general-purpose tools. Corresponding Source doesn’t include things regeneratable from other parts. The Corresponding Source for source code is the same work.
2. **Basic Permissions for The Program.** All rights under This License are granted for the Program’s copyright term, irrevocable if conditions are met. You have unlimited permission to run the unmodified Program. Output is covered only if it constitutes a Covered Work itself. You may make, run, and modify private copies of Covered Works without condition while Your license is valid. You may convey Covered Works to others *solely* for them to make modifications *exclusively for You*, or run

them for You, provided You comply with This License when conveying the material, and those third parties operate under terms prohibiting unauthorized copying outside their relationship with You.

Any COMMUNITY may use the object form of the DeSciX Community Software (The Program) for its intended purpose. However, Private COMMUNITIES may not operate public-facing Apps using The Program without specific permissions or transitioning to Public status as per DAO rules.

Conveying Covered Works under other circumstances is allowed only under the conditions below (Clauses 4, 5). Sublicensing is generally not permitted by This License itself (Clause 9 addresses downstream recipients). Building distinct Apps *using* The Program is permitted, but conveying or modifying the App itself may be subject to terms set by the App Creator in addition to the terms of This License applicable to the included Program components.

3. **Modifications to Core Source Code Belong To The Community.** This clause applies specifically to modifications made *directly to the DeSciX Community Source Code (The Program)* itself, typically by modifying the source files obtained from the official DeSciX repositories. Any such modifications You make to The Program constitute a modified version or a work based on The Program. You **must contribute the Corresponding Source** of these direct modifications back to the DeSciX DAO by submitting them to the designated DeSciX Community software repository (e.g., GitHub) within a reasonable timeframe set by the DAO. This ensures improvements to the core platform benefit the entire Community. These contributed modifications become part of the DeSciX Community Source Code, owned by the DeSciX DAO and licensed under the DCSL.

Crucially, this obligation does NOT automatically extend to novel source code You write for a distinct App that merely *uses* or *links* to The Program (or its libraries) via APIs or other standard mechanisms without directly incorporating modified Program source code into the App's own files. Such distinct App code remains under the copyright of its author(s) unless they explicitly contribute it to the DAO or license it under the DCSL or compatible terms. Failure to promptly submit required contributions of modifications *to The Program* constitutes a violation of This License and may lead to termination under Clause 7.

4. **Conveying Source Code of The Program.** You MAY NOT convey verbatim or modified source code copies of the ****DeSciX Community Source Code (The Program)****, or any part thereof, to non-members of the DeSciX Community or in any way contrary to the terms of This License. This restriction applies to the core platform source code provided by the DAO. App Creators may, under separate terms they define, choose to convey the source code of *their specific App*, but this does not grant rights to convey The Program's source itself.
5. **Conveying Non-Source Forms (Object Code).** You may convey a Covered Work (which may be an App containing Program components, or a modified Program library) in object code form, provided You meet the conditions of This License (e.g., providing Corresponding Source access if required for modifications *you* made to The Program components included) and the following:
 - The included Program components represent a reasonable subset necessary for the functionality.
 - The conveyed work does not enable a product primarily designed to replicate and compete with the core hosting and operational functionalities of the DeSciX Platform as a Service (DPaaS) or the DeSciX DAO's core governance platform itself. Building Apps that offer specialized scientific, analytical, or other services *within* the DeSciX ecosystem, even if similar services exist, is generally permitted. If unsure whether Your intended conveyance competes with the *core platform*, You should request clarification from the MD. Lack of objection from the MD within 30 days implies non-competitiveness for this purpose, but the MD reserves the right to reassess upon notice, providing a cure period.

Conveying an App may also be subject to additional terms set by the App Creator.

6. **Additional Terms.** "Additional permissions" supplement This License by making exceptions. They are treated as part of This License if applicable to the entire Program. You may remove additional permissions when conveying. You may place Your own additional *permissive* terms (compatible with This License) on material You add to a Covered Work (e.g., your App code), such as:

- (a) Different warranty disclaimers or liability limitations (consistent with Sections 14-16).
- (b) Requirements for preserving legal notices or attributions.
- (c) Prohibitions on misrepresenting origin or requirements for marking modifications.
- (d) Limits on using names for publicity.
- (e) Declining trademark rights.
- (f) Indemnification requirements for those assuming liability.

Other non-permissive terms ("further restrictions") generally cannot be added. If You add terms, state them clearly in relevant source files or documentation.

7. **DCSL Termination.** You may not propagate or modify The Program except as allowed by This License. Any attempt otherwise is void and automatically terminates Your rights under This License (including patent licenses under Clause 10). If You cease violation, Your license is reinstated provisionally (unless the copyright holder explicitly terminates) and permanently if the holder doesn't notify You of the violation within 60 days of cessation. Permanent reinstatement also occurs if You cure a first-time violation within 30 days of receiving notice. Termination of Your rights under this section may impact downstream non-members who received copies from You. Disputes under this section may be settled by binding arbitration per DAO rules.
8. **Acceptance Required for Copying.** You must accept This License to receive copies of The Program. Only This License grants permission to propagate or modify any Covered Work derived from The Program. Such actions infringe copyright if You do not accept This License or violate its terms.
9. **Automatic Licensing of Downstream Recipients.** Each time You convey a Covered Work (e.g., an object code library derived from The Program, potentially as part of an App), the recipient automatically receives a license *from the original licensors of The Program* to run, modify (subject to Clause 3 if they modify The Program components), and propagate *the included Program components*, subject to This License. You are not responsible for enforcing third-party compliance. **This automatic license applies only to the components derived from The Program.** It does NOT automatically grant the recipient rights to any distinct App code created by You or another App Creator, unless that App code is also explicitly licensed under DCSL or compatible terms by its creator. If propagation results from an "entity transaction" (merger, acquisition), the receiving party gets the downstream license for the Program components but generally does not automatically gain rights to the Corresponding Source held by the predecessor, unless separately arranged.
10. **Patents Related to The Program.** A "contributor" licenses their version of The Program under This License. A contributor's "essential patent claims" are those they own/control (now or later) necessarily infringed by permitted use of their contributed version of *The Program*, excluding claims infringed only by *further modification*. Each contributor grants DeSciX Community members a non-exclusive, worldwide, royalty-free patent license under their essential claims related to their contributed Program version, allowing licensed activities with that version. A "patent license" is an agreement not to enforce a patent. If You convey a Covered Work and grant a patent license related to it, that license extends automatically to all DeSciX Community members receiving the work. Discriminatory patent licenses (those restricting DCSL rights) are generally prohibited in connection with conveying Covered Works. This License doesn't limit implied licenses or patent defenses.
11. **No Surrender of Others' Freedom.** If external conditions (court orders, agreements) contradict This License, they don't excuse You from its terms. If You cannot satisfy both This License and other obligations simultaneously, You may not convey the Covered Work at all.
12. **Notice Integration.** The notice provisions for This License are governed by Section B of the main DeSciX Community Membership Agreement.
13. **Revised License Versions.** The DeSciX DAO may publish revised versions of the DCSL. You may follow the version specified for The Program or any later version published by the DAO. Later versions may offer different permissions but won't impose additional obligations retroactively.

14. **Disclaimer of Warranty.** TO THE EXTENT PERMITTED BY LAW, THE PROGRAM (DeSciX COMMUNITY SOURCE CODE) AND ANY COVERED WORKS ARE PROVIDED "AS IS." THE DeSciX DAO, CONTRIBUTORS, AND OTHER PARTIES PROVIDE THE PROGRAM WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS DISCLAIMER EXTENDS TO ANY DATA PROCESSED OR GENERATED BY, AND ANY AI FUNCTIONALITY WITHIN OR ACCESSED THROUGH, THE PROGRAM OR APPS BUILT UPON IT. THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE, ACCURACY, AND RESULTS (ESPECIALLY IN SCIENTIFIC OR AI CONTEXTS) OF THE PROGRAM AND ANY APPS USING IT LIES WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. (See also Sections 11, 12, and A).
15. **Limitation of Liability.** IN NO EVENT UNLESS REQUIRED BY LAW OR AGREED IN WRITING WILL ANY COPYRIGHT HOLDER, CONTRIBUTOR, THE DeSciX DAO, THE MD, OR ANY PARTY WHO MODIFIES/CONVEYS THE PROGRAM BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PROGRAM OR COVERED WORKS (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, DATA INACCURACY, BUSINESS INTERRUPTION, FAILED SCIENTIFIC EXPERIMENTS, INCORRECT AI OUTPUTS, LOSSES SUSTAINED BY YOU OR THIRD PARTIES, OR FAILURE TO OPERATE WITH OTHER PROGRAMS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXPERIMENTAL AND EVOLVING NATURE OF DeSciX, DECENTRALIZED SCIENCE, AND AI MEANS ERRORS AND UNEXPECTED OUTCOMES ARE POSSIBLE; YOU USE THE PLATFORM AND ITS COMPONENTS AT YOUR OWN RISK. (See also Sections 11, 12, and A).
16. **Interpretation of Disclaimers.** If the disclaimers and limitations above cannot be given full local legal effect, courts shall apply local law that most closely approximates an absolute waiver of all civil liability regarding The Program, unless a warranty or liability assumption is provided in writing for a fee.

How to Apply These Terms to Your Contributions to Core Code

To apply the DCSL to new programs or significant modifications You contribute *specifically to the DeSciX Community Source Code (The Program)*, add the following notice to the start of relevant source files. This notice is primarily intended for core platform contributions, not necessarily every file within a separate user-created App (unless the App itself is released under DCSL).

```
<one line to give the program's name and a brief idea of what it does.>
Copyright (C) <year> <name of author>
```

```
This file is part of the DeSciX Community Source Code.
This program is free software; you can redistribute it and/or modify
it under the terms of the DeSciX Community Source Code License (DCSL),
as published by the DeSciX DAO; either version [Specify Version, e.g., 1.0] of the
License, or (at your option) any later version.
```

A copy of the DCSL should be available at DaitaRoom.com or the designated DeSciX platform site. If not, write to the DeSciX DAO via the Managing Delegate.

```
This program is distributed in the hope that it will be useful,
but WITHOUT ANY WARRANTY; without even the implied warranty of
MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the
DeSciX Community Source Code License for more details.
```

Also include contact information. If the program interacts via terminal, include a startup notice like:

```
<program> Copyright (C) <year> <name of author>
```

This program comes with ABSOLUTELY NO WARRANTY; see DCSL for details.
This is free software under the DCSL; see the license for redistribution conditions.

For GUIs, use an "About box" with similar information.

END OF DCSL TERMS AND CONDITIONS

B DeSciX Platform as a Service (DPaaS) Community Agreement

This DeSciX Platform as a Service (DPaaS) Community Agreement (this "Agreement") contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between the DeSciX DAO and you or the entity you represent. You, or the entity you represent, are a Creator, a Member of the DeSciX DAO, or are associated with a Private or Public COMMUNITY. This agreement is separate and apart from the license associated with the Community Source. This agreement concerns the platform on which the COMMUNITIES provide their respective DApps and services.

Please see Section B for definitions of certain capitalized terms used in this Agreement.

1. Use of the Service Offerings.

- (a) **Generally.** You may access and use the Service Offerings in accordance with this Agreement. Service Level Agreements may apply to certain Service Offerings. You will adhere to all laws, rules, and regulations applicable to your use of the Service Offerings, including the Service Terms, the Acceptable Use Policy and the other Policies as defined in Section B.
- (b) **Your Account.** To access the Services, You must create a DPaaS account associated with a valid email address. Unless explicitly permitted by the Service Terms, you may only create one account per email address. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by You, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, the DeSciX DAO and its affiliates are not responsible for unauthorized access to your account. You will contact the MD immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen. You may terminate your account and this Agreement at any time in accordance with Section 7.
- (c) **Support to You.** If you would like support for the Services other than the support generally provided to other users of the Services without charge, You may enroll for customer support in accordance with the terms of the DPaaS Support Guidelines, if they exist.
- (d) **Third Party Content.** Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because the DeSciX DAO may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

2. Changes.

- (a) **To the Service Offerings.** With the explicit consent of the DeSciX DAO, the MD may change, or deprecate any of the Service Offerings or change or remove features or functionality of the Service Offerings from time to time. The MD will notify you of any material change to or discontinuation of the Service Offerings at least 60 days in advance of any changes.
- (b) **To the APIs.** The MD may change, discontinue or deprecate any APIs for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically unreasonably burdensome, or (c) is needed to comply with the law or requests of governmental entities).
- (c) **To the Service Level Agreements.** The DeSciX DAO may change, discontinue or add Service Level Agreements from time to time.

3. Security and Data Privacy.

- (a) **DPaaS Security.** Without limiting Section 11 or your obligations under Section ??.2, the MD will implement reasonable and appropriate measures designed to help You secure Your Content against accidental or unlawful loss, access or disclosure.
- (b) **Data Privacy.** You may specify the DPaaS regions (currently corresponding to Amazon AWS Regions but may not necessarily be in the future) in which Your Content will be stored and accessible by End Users. The MD will comply with the Privacy Policy. The MD will not move Your Content from your selected DPaaS regions without notifying You, unless required to comply with the law or requests of governmental entities. You consent to our collection, use and disclosure of information associated with the Service Offerings in accordance with our Privacy Policy, and to the processing of Your Content in, and the transfer of Your Content into, the DPaaS regions you select.

4. Your Responsibilities

- (a) **Your Content.** You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, You are solely responsible for:
 - i. the technical operation of Your Content, including ensuring that calls you make to any Service are compatible with then-current APIs for that Service;
 - ii. compliance of Your Content with the Acceptable Use Policy, the other Policies, and the law;
 - iii. any claims relating to Your Content; and
 - iv. properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.
- (b) **Other Security and Backup.** You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access and routine archiving of Your Content. DPaaS log-in credentials and private keys generated by the Services are for your internal use only and You may not sell, transfer or sublicense them to any other entity or person, except that You may disclose your private key to your agents and subcontractors performing work on your behalf.
- (c) **End User Violations.** You will be deemed to have taken any action that You permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If You become aware of any violation of your obligations under this Agreement by an End User, You will immediately terminate such End User's access to Your Content and the Service Offerings.
- (d) **End User Support.** You are responsible for providing customer service (if any) to End Users. We do not provide any support or services to End Users unless we have a separate agreement with You or an End User obligating Us to provide support or services.

5. Fees and Payment

- (a) **Service Fees.** The fees for services provided by the DPaaS will be as set forth in the DeSciX DPoS White Paper. Each COMMUNITY will charge for its services using its native token.

In many cases actual usage of token-based services will be impossible to exactly determine and therefore the MD, in its sole discretion, will determine the service fees owed based on reasonable inquiry and estimates of service usage and revenues. The MD will calculate and bill fees and charges on a schedule to be determined. The MD may bill you more frequently for fees accrued if we suspect that your account is fraudulent or at risk of non-payment. You will pay the MD the applicable fees and charges for use of the Service Offerings as described on the DPaaS Site using

one of the payment methods we support. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. The MD may charge You interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments, and You agree to pay for the MD's costs of collection and related attorneys' fees (actual cost of 15% of amount owed, whichever is greater) for any amounts more than ninety (90) days past due.

- (b) **Taxes.** All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide Us with any information we reasonably request to determine whether we are obligated to collect VAT from You, including your VAT identification number. If You are legally entitled to an exemption from any sales, use, or similar transaction tax, You are responsible for providing Us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify Us and will pay Us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, You will provide Us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.
- (c) **Token Distribution.** The distribution of tokens for various roles within the DeSciX ecosystem (e.g., Witness Validators, DApp Developers, Network Operators, Referrers) will be governed by the DeSciX DPoS White Paper.

6. Temporary Suspension

- (a) **Generally.** The MD may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to You if the MD determines:
 - i. your or an End User's use of or registration for the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) may adversely impact the Service Offerings or the systems or Content of any other DPaaS customer, (iii) may subject Us, our affiliates, or any third party to liability, or (iv) may be fraudulent;
 - ii. you are, or any End User is, in breach of this Agreement, including if You are delinquent on your payment obligations for more than 15 days; or
 - iii. You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.
- (b) **Effect of Suspension.** If the MD suspends your right to access or use any portion or all of the Service Offerings:
 - i. you remain responsible for all fees and charges You have incurred through the date of suspension;
 - ii. you remain responsible for any applicable fees and charges for any Service Offerings to which You continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;
 - iii. You will not be entitled to any service credits under the Service Level Agreements for any period of suspension; and
 - iv. we will not erase any of Your Content as a result of your suspension, except as specified elsewhere in this Agreement.

The MD's right to suspend your or any End User's right to access or use the Service Offerings is in addition to the MD's right to terminate this Agreement pursuant to Section 7.

7. Term; Termination

- (a) **Term.** The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by You or the MD in accordance with Section 7.2.

(b) Termination.

- i. **Termination for Convenience by You.** You may terminate this Agreement for any reason by: (i) providing the MD 30 days advance notice and (ii) closing your account for all Services for which we provide an account closing mechanism.
- ii. **Termination for Convenience by the MD.** The MD may terminate this Agreement for any reason by providing You 120 days advance notice.
- iii. **Termination for Cause.**
 - A. **By Either Party.** Either party may terminate this Agreement for cause upon 90 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 90 day notice period.
 - B. **By the MD.** The MD may also terminate this Agreement immediately upon notice to You (A) for cause, if any act or omission by you or any End User results in a suspension described in Section ??1, (B) if our relationship with a third party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires Us to change the way we provide the software or other technology as part of the Services, (C) if the MD believes providing the Services could create a substantial economic or technical burden or material security risk for the DeSciX DAO, (D) in order to comply with the law or requests of governmental entities, or (E) if the MD determines use of the Service Offerings by You or any End Users or our provision of any of the Services to You or any End Users has become impractical or unfeasible for any legal or regulatory reason.

8. Effect of Termination.**(a) Generally.** Upon any termination of this Agreement:

- i. all your rights under this Agreement immediately terminate;
- ii. You remain responsible for all fees and charges You have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination;
- iii. You will immediately return or, if instructed by the MD, destroy all DeSciX Content in your possession; and
- iv. Sections ??, ??2, ??, 9 (except the license granted to You in Section 9d), 10, 11, 12, 13, 14 and B will continue to apply in accordance with their terms.

(b) Post-Termination Assistance. Unless the MD terminates your use of the Service Offerings pursuant to Section 7.2(b), during the 30 days following termination:

- i. we will not erase any of Your Content as a result of the termination;
- ii. You may retrieve Your Content from the Services only if You have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and
- iii. The MD will provide You with the same post-termination data retrieval assistance that is generally made available to all customers.

Any additional post-termination assistance from the MD is subject to mutual agreement by You and the MD and will be charged at the MD's then prevailing rates for the needed technical assistance.

9. Proprietary Rights

- (a) **Your Content.** As between You and the DeSciX DAO, You or your licensors own all right, title, and interest in and to Your Content. Except as provided in this Section 9, the DeSciX DAO obtains no rights under this Agreement from You or your licensors to Your Content, including any related intellectual property rights. You consent to the use of Your Content to provide the Service Offerings to You and any End Users. The MD may disclose Your Content to provide the Service Offerings to You or any End Users or to comply with any request of a governmental or regulatory body (including subpoenas or court orders).

- (b) **Your Submissions.** Your Submissions will be governed by the terms of the DeSciX Community Source Code License, unless You specify one of our other supported licenses at the time You submit Your Submission.
- (c) **Adequate Rights.** You represent and warrant to the MD that: (a) You or your licensors own all right, title, and interest in and to Your Content and Your Submissions; (b) You have all rights in Your Content and Your Submissions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content, Your Submissions or End Users' use of Your Content, Your Submissions or the Services Offerings will violate the Acceptable Use Policy.
- (d) **Service Offerings License.** As between You and the DeSciX DAO, the DeSciX DAO or its affiliates or licensors own and reserve all right, title, and interest in and to the Service Offerings exclusive of any Service Offerings that You provide to the DeSciX Community in your capacity as a Member or Non-Resident Member. The MD grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following during the Term: (i) access and use the Services solely in accordance with this Agreement; and (ii) copy and use the DeSciX Content solely in connection with your permitted use of the Services. Except as provided in this Section 9d, You obtain no rights under this Agreement from the DeSciX DAO or its licensors to the Service Offerings, including any related intellectual property rights. Some DeSciX Content may be provided to You under a separate license, such as the DeSciX Community Source Code License or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to that DeSciX Content.
- (e) **License Restrictions.** Neither You nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither You nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Service Offerings (except to the extent software included in the Service Offerings are provided to You under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. All licenses granted to You in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if You do not comply with any term or condition of this Agreement. During and after the Term, You will not assert, nor will You authorize, assist, or encourage any third party to assert, against the DeSciX DAO or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service Offerings You have used. You may only use the DeSciX Marks in accordance with the Trademark Use Guidelines.
- (f) **Suggestions.** If You provide any Suggestions to the MD or the DeSciX DAO, the DeSciX DAO will own all right, title, and interest in and to the Suggestions, even if You have designated the Suggestions as confidential. The DeSciX DAO and its affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to the DeSciX DAO all right, title, and interest in and to the Suggestions and agree to provide Us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.
- (g) **Limited Grant of Right To the DeSciX DAO For Research Purposes.** (a) For non-commercial research purposes You grant to the DeSciX DAO a limited right to make anonymized copies of Your Content which contains no personally identifiable data about You, your customers, or anyone else (the Anonymized Data) and to publish the finding of our research and the Anonymized Data. (b) For purposes of this section, Anonymized Data shall comply with HIPAA and associated requirements for data subject to those obligations. Further, your Terms of Service and Privacy Policies must, at all times, reflect the obligations of this provision.

10. Indemnification.

- (a) **General.** You will defend, indemnify, and hold harmless the DeSciX DAO, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from

and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Your or any End Users' use of the Service Offerings (including any activities under Your DPaaS account and use by Your employees and personnel); (b) breach of this Agreement or violation of applicable law by You or any End User; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or (d) a dispute between You and any End User. If the DeSciX DAO or its affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, You will also reimburse the DeSciX DAO for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

- (b) **Process.** The MD will promptly notify You of any claim subject to Section 10.1, but the MD's failure to promptly notify You will only affect your obligations under Section 10.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. The MD may also assume control of the defense and settlement of the claim at any time.

11. Disclaimers.

THE SERVICE OFFERINGS ARE PROVIDED "AS IS." THE DeSciX DAO AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

12. Limitations of Liability.

THE DeSciX DAO AND ITS AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (c) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU

ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

13. Modifications to the Agreement.

The MD may modify this Agreement (including any Policies) at any time by posting a revised version on the DPaaS Site or by otherwise notifying You in accordance with Section B. The modified terms will become effective upon posting or, if we notify You by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, You agree to be bound by the modified terms. It is Your responsibility to check the DPaaS Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the beginning of this Agreement.

14. Miscellaneous.

- (a) **Confidentiality and Publicity.** You may use DeSciX Confidential information only in connection with Your use of the Service Offerings as permitted under this Agreement. You will not disclose DeSciX Confidential Information during the Term or at any time during the 5 year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of DeSciX Confidential Information, including, at a minimum, those measures You take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or Your use of the Service Offerings. You will not misrepresent or embellish the relationship between Us and You (including by expressing or implying that we support, sponsor, endorse, or contribute to You or Your business endeavors), or express or imply any relationship or affiliation between Us and You or any other person or entity except as expressly permitted by this Agreement.
- (b) **Force Majeure.** The DeSciX DAO and its affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- (c) **Independent Contractors; Non-Exclusive Rights.** Strictly with respect to circumstances outside the DeSciX Community, the delegates of the DeSciX DAO and You are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.
- (d) **No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- (e) **U.S. Government Rights.** The Service Offerings are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Service Offerings. If You are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, You will immediately discontinue Your use of the Service Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- (f) **Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations,

and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, You are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including Your transfer and processing of Your Content, the provision of Your Content to End Users, and the DPaaS region in which any of the foregoing occur.

(g) **Notice.**

- i. **To You.** We may provide any notice to You under this Agreement by: (i) posting a notice on the DPaaS Site; or (ii) sending a message to the email address then associated with Your account. Notices we provide by posting on the DPaaS Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is Your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with Your account when we send the email, whether or not You actually receive the email.
- ii. **To Us.** To give Us notice under this Agreement, You must contact the DeSciX DAO as follows: (i) by email to notices@daitaroom.com; or (ii) by personal delivery, overnight courier or registered or certified mail to the Managing Delegate, Aspire GP, LLC, 100 North Queen Street, Suite 300, Lancaster, PA 17603. We may update the facsimile number or address for notices to Us by posting a notice on the DPaaS Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

(h) **Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

(i) **Assignment.** You will not assign this Agreement, or delegate or sublicense any of Your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section ?? will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

(j) **No Waivers.** The failure by the DeSciX DAO to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by the DeSciX DAO must be in writing to be effective.

(k) **Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

(l) **Governing Law; Venue.** The laws of the State of Delaware, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between You and Us. Any dispute relating in any way to the Service Offerings or this Agreement where a party seeks aggregate relief of \$7,500 or more will be adjudicated in any state or federal court located in the State of Delaware. You consent to exclusive jurisdiction and venue in those courts. We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our, our affiliates', or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

(m) **Entire Agreement; English Language.** This Agreement includes the Policies and is the entire agreement between You and the DeSciX DAO regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between You and the DeSciX DAO, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between You and the DeSciX DAO, the security and data privacy provisions in Section ?? of this Agreement contain our and our affiliates' entire obligation regarding the security, privacy and confidentiality of Your Content. The DeSciX DAO will not be bound by, and specifically object

to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by You in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

Definitions

“Acceptable Use Policy” means the policy currently available at DaitaRoom.com/aup, as it may be updated by Us from time to time.

“API” means an application program interface.

“DeSciX Confidential Information” means all nonpublic information disclosed by the DeSciX DAO, its affiliates, business partners or its or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. DeSciX Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between You and the DeSciX DAO or its affiliates. DeSciX Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to You at the time of Your receipt from the DeSciX DAO; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by You without reference to the DeSciX Confidential Information.

“DeSciX Content” means Content the DeSciX DAO or any of its affiliates make available in connection with the Services or on the DPaaS Site to allow access to and use of the Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology. DeSciX Content does not include the Services.

“DeSciX Marks” means any trademarks, service marks, service or trade names, logos, and other designations of the DeSciX DAO and its affiliates that the MD may make available to You in connection with this Agreement.

“DPaaS Site” means DaitaRoom.com and any successor or related site designated by the DeSciX DAO.

“Content” means software (including machine images), data, text, audio, video, images or other content.

“Documentation” means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services located at DaitaRoom.com/documentation, as such documentation may be updated by the MD from time to time.

“End User” means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under Your account. The term “End User” does not include individuals or entities when they are accessing or using the Services or any Content under their own DPaaS account, rather than Your account.

“Policies” means the Acceptable Use Policy, the Site Terms, the Service Terms, the Trademark Use Guidelines, all restrictions described in the DeSciX Content and on the DPaaS Site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials referenced on the DPaaS Site.

“Privacy Policy” means the privacy policy currently referenced at DaitaRoom.com/privacy, as it may be updated by the DeSciX DAO from time to time.

“Service” means each of the web services made available by the DeSciX DAO or its affiliates as part of the DPaaS, including those web services described in the Service Terms.

“Service Level Agreement” means all service level agreements that the DeSciX DAO offers with respect to the Services and posts on the DPaaS Site, as they may be updated by the DeSciX DAO from time to time. The service level agreements, if any, are between the DeSciX DAO and users of the DPaaS, not between individual COMMUNITIES or Members.

“Service Offerings” means the Services (including associated APIs), the DeSciX Content, the DeSciX Marks, the DPaaS Site, and any other product or service provided by the DeSciX DAO under this Agreement. Service Offerings do not include Third Party Content.

“Service Terms” means the rights and restrictions for particular Services, if they should exist, located at DaitaRoom.com/serviceterms, as they may be updated by the MD from time to time.

“Site Terms” means the terms of use located at DaitaRoom.com/terms, as they may be updated by the DeSciX DAO from time to time.

“Suggestions” means all suggested improvements to the Service Offerings that You provide to the MD or the DeSciX DAO.

“Term” means the term of this Agreement described in Section 7.1.

“Third Party Content” means Content made available to You by any third party on the DPaaS Site or in conjunction with the Services.

“Trademark Use Guidelines” means the guidelines and license located at DaitaRoom.com/trademark-guidelines, as they may be updated by the DeSciX DAO from time to time.

“DApp” means a decentralized application.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“Your Content” means Content You or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services under Your account or otherwise transfer, process, use or store in connection with Your account.

“Your Submissions” means Content that You post or otherwise submit to developer forums, sample code repositories, public data repositories, or similar community-focused areas of the DPaaS Site or the Services under the terms of the DCSL or other applicable license.

IV Living Community Agreement, AI Enabled Smart Contract

The DeSciX Community is envisioned as a dynamic and evolving ecosystem. To foster this dynamism and ensure the continued alignment of the community with its core principles, the Managing Delegate shall maintain a trained AI agent (the “DeSciX AI”). This AI will be trained on this Agreement, the DeSciX DPoS White Paper, the DeSciX Community Source Code License, and other relevant documents related to the structure, spirit, implementation, and operation of the DeSciX ecosystem.

All parties to this Agreement acknowledge that:

1. The spirit of the DeSciX Community, as embodied in the DeSciX Community Principles and the overall goals of the DeSciX DAO, is of paramount importance.
2. The written provisions of this Agreement and other governing documents may not be able to anticipate all possible scenarios or address all potential ambiguities, and may contain unintentional internal inconsistencies as a result of their dynamic and evolving nature.

To address these inherent limitations, the DeSciX AI will serve as a resource for interpreting the various agreements and documents that comprise the DeSciX ecosystem. Members of the DeSciX DAO and COMMUNITIES may query the DeSciX AI with hypothetical scenarios or questions related to the interpretation of this Agreement, the DeSciX DPoS White Paper, and other relevant documents.

The responses provided by the DeSciX AI, particularly as they relate to compliance with the spirit of the DeSciX Community, shall be considered highly dispositive in any process aimed at:

1. Interpreting any provision of the governing documents.
2. Resolving ambiguities or inconsistencies within or between the governing documents.
3. Assisting in any dispute resolution process, whether through legal proceedings, arbitration, mediation, or any other method.

Furthermore, the DeSciX AI shall be made available as a resource to all parties involved in any dispute resolution process within the DeSciX ecosystem. The parties agree to consider the DeSciX AI’s input in good faith as a means of reaching a fair and equitable resolution.

The Managing Delegate shall be responsible for:

1. Maintaining and updating the DeSciX AI.
2. Ensuring the DeSciX AI has access to the most current versions of all relevant documents.
3. Establishing guidelines for the appropriate use of the DeSciX AI.

The availability and use of the DeSciX AI does not preclude the use of other resources or methods for interpreting the governing documents or resolving disputes. However, the DeSciX AI represents a commitment by the DeSciX Community to leverage technology to uphold the spirit of the community and ensure the ongoing adaptability of the DeSciX ecosystem.