

Jelurida Public License

TERMS AND CONDITIONS

I. General Conditions

Introduction

The existent copyleft licensing models were designed to protect the value of the code which is created in open source projects. They make sure anyone who builds on top of this code also releases their code under the same copyleft license, thus sharing back with the community and the developers of the original project the added value of the derived work.

Copyleft licenses however were created long before crypto currency and blockchain technologies appeared, and could not have anticipated the fact that today the value of an open source distributed ledger project is contained not only in the program code being written, but in the unique public blockchain instance or crypto currency token, maintained by this project, with its developers, community and holders sharing the common interest to preserve and increase the value of this blockchain token.

Crypto currency tokens today have value of their own, people can buy, sell and invest in them and the unlimited permission of cloning the existing blockchain platforms and creating new coins inevitably results in decreasing the value of the original tokens.

Crypto currency tokens are also an inseparable part of each distributed ledger software, without which such software cannot really be used. Ensuring that a clone project shares back the modified source code is no longer sufficient to allow the users of the original project access to that derived work, unless they are also allocated some of the newly created tokens in the clone blockchain instance. Thus such allocation is important in order to preserve not only the value of the original tokens, but also to preserve the users freedom to use any works derived from the original software.

With the above being said, the terms and conditions for using, copying and modification of distributed ledger software programs are outlined below, called

the Jelurida Public License (JPL). The JPL is inspired by the GNU General Public License versions 2 and 3, with adaptations specifically aimed at application of the license to distributed ledger software programs; as such the GNU General Public License and any other license terms and conditions other than this JPL are explicitly excluded.

JPL version: 1.1

Article 0. Definitions:

“based on [the Program/Covered Work/...]” means derived from the original Covered Work (or part thereof) by the act(s) of copying it, modifying it, including it (in whole or in part) or by linking to the original Covered Work (or part thereof).

“to convey”: To convey a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

Copyright Holder, Licensor: The owner of the IP rights over the software as determined by applicable national law and international treaty provisions regulating this subject matter.

Corresponding Source: The Corresponding Source for a work in Object Code form means all the Source Code needed to generate, install, and (for an executable work) run the Object Code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the Source Code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work. The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source. The Corresponding Source for a work in Source Code form is that same work.

Covered Work: A DLT Software or another Program based on a DLT or otherwise, or based on another Covered Work, their Object Code and Source Code, and any other work covered by this License according to their terms.

DLT Instance: Unique instance of distributed ledger consisting of a network of one or more participants (nodes) running a particular DLT Software and which nodes are in a state of consensus with each other within the permitted tolerances of the applicable consensus algorithm. An example of such DLT instance is the Nxt public blockchain.

DLT Software: Any distributed ledger computer technology including but not limited to blockchain technology regardless of the way the consensus is established.

General Conditions: Chapter I. General Conditions of this License.

License: This Jelurida Public License (**JPL**) consisting of both General Conditions and Special Conditions.

Licensee, You: Everyone (natural person or legal entity) who wants to use, copy, distribute, modify or build on top of the Program.

“to modify”: To modify a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a **“modified version”** of the earlier work or a **“work based on”** the earlier work. Modification also includes translation into another programming language or human language.

Object Code: Any non-Source Code form of a work.

Program: Any copyrightable work licensed under this License.

“to propagate”: To propagate a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

Source Code: The Source Code for a work means the preferred form of the work for making modifications to it.

Special Conditions: Chapter II. Special Conditions of this License which contains additional provisions required and adapted by the Licensor according to the specific Covered Work they are applicable to.

Standard Interface: An interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

System Libraries: Libraries of an executable work, other than the work as a whole, that (a) are included in the normal form of packaging a Major Component, but which are not part of that Major Component, and (b) serve only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in Source Code form. A **Major Component**, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an Object Code interpreter used to run it.

Article 1. Scope of the License:

1.1 This License applies to any Covered Work or other work which contains a notice placed by the Copyright Holder saying it may be used, propagated, conveyed or modified only under the terms of this License. It also applies to any work which is not a DLT per se but is still a Covered Work because it is based on the covered DLT Software or contains a portion of it. This is to ensure that if such work is included into another DLT Software that DLT Software must satisfy the below stated airdrop requirement and other terms of this License.

1.2 All rights granted under this License are granted for the term of copyright on the Covered Work, and are irrevocable provided the conditions of this License are met.

1.3 The act of running a Program is not restricted as long as it does not violate Article 3.4 of the General Conditions, and the output from a Program is covered only if its contents constitute a work based on the Program (independent of

having been made by running the Program). Whether that is true depends on what the Program does.

1.4 Conveying is permitted solely under the conditions stated herein. Sublicensing is not allowed; Article 7 of the General Conditions makes it unnecessary.

1.5 No Covered Work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures. When you convey a Covered Work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the Covered Work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

Article 2.

2.1 You may copy and distribute verbatim copies of the Covered Work's Source Code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Covered Work a copy of this License along with the Covered Work.

2.2 You must keep intact all authorship and copyright notices and when conveying or offering to convey copies (verbatim or modified) you must also avoid any misrepresentation of the origin of the Covered Work. You must make sure that any modified versions of such Covered Work are marked in reasonable ways as different from the original version and they do not imply any endorsement or support by the Copyright Holder regarding this modified work.

2.3 You may charge a fee for the physical act of transferring a copy (for the avoidance of doubt, such physical act of transfer may include making the copy available on your website or otherwise), and you may at your discretion and responsibility offer support or warranty protection in exchange for a fee. You are not allowed to charge any fee for granting the right to further use, propagate,

convey or modify the copy then obtained by the acquirer, as such would be against the intention of this License.

Article 3.

You may modify your copy or copies of the Covered Work or any portion of it, thus forming a work based on the Covered Work, and copy and distribute such modifications or work under the terms of Article 2 above, provided that you also meet all of these conditions:

3.1 You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

3.2 You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Covered Work or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

3.3 If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under the conditions of this License, and telling the user how to view a copy of this License. (Exception: if the Covered Work itself is interactive but does not normally print such an announcement, your work based on the Covered Work is not required to print an announcement.) If the program has graphical user interface any such notices should be placed in an about dialog or similar.

3.4 If the Covered Work is a DLT Software, after your modifications it must continue to work with the original DLT Instance without violating the consensus algorithm or resulting in a permanent fork. For the purpose of this clause modification also includes changing the configuration or network environment in which the Covered Work is run that results in permanent disconnection, fork or isolation from the original DLT Instance. If your modifications result in a different DLT Instance you must satisfy the following airdrop requirement:

3.4.1 The token holders from the original distributed ledger instance shall be allocated a portion (an "airdrop") of the tokens in that new DLT Instance

proportional to their token balances. This shall also apply to anyone who intends to make a copy of your copy, i. e. any such person needs to allocate the same airdrop of the newly created tokens to the account holders from the original DLT Instance (not to your copy). If the Covered Work is not a DLT Software per se this requirement still applies to any other work based on or including this work or portions of it which is a DLT Software or in any other way distributes tokens to its users. The specific percentage of the airdrop and the tokens to which it applies, which may also depend on how the new DLT Instance relates to the original one, are defined in the Special Conditions.

3.5 All other provisions, designated in the Special Conditions and consistent with the specific requirements arising from the architecture of each particular decentralized ledger/consensus platform, are observed as well.

3.6 These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Covered Work, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you convey them as separate works. But when you convey the same sections as part of a whole which is a work based on the Covered Work, the conveyance of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it. Mere aggregation of another work not based on the Covered Work with the Covered Work (or with a work based on the Covered Work) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

Article 4.

You may convey a Covered Work in Object Code form under the terms of Articles 2 and 3 of the General Conditions, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

4.1 Convey the Object Code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.

4.2 Convey the Object Code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the Object Code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

4.3 Convey individual copies of the Object Code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and non-commercially, and only if you received the Object Code with such an offer, in accord with Article 4.2 above.

4.4 Convey the Object Code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the Object Code. If the place to copy the Object Code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the Object Code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

4.5 Convey the Object Code using peer-to-peer transmission, provided you inform other peers where the Object Code and Corresponding Source of the work are being offered to the general public at no charge under Article 4.4 above.

4.6 A separable portion of the Object Code, whose Source Code is excluded from the Corresponding Source as a System Library, need not be included in conveying the Object Code work.

Article 5.

You may not use, copy, modify, or propagate the Covered Work except as expressly provided under this License. Any attempt otherwise to use, copy, modify or propagate the Covered Work is void, and will automatically terminate

your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

Article 6.

You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to copy, use, modify or propagate Covered Works. These actions are prohibited if you do not accept this License. Therefore, by modifying or propagating the Covered Work, you indicate your acceptance of this License to do so, and all its terms and conditions for, as specified in the General Conditions and Special Conditions, copying, using, propagating or modifying the Covered Work.

Article 7.

Each time you convey the Covered Work, the recipient automatically receives a license from the original Licensor to use, copy, propagate or modify the Covered Work subject to terms and conditions at least equal and in accordance with this License. In this regard, the license granted on behalf of the original Licensor by the propagator of the Covered Work may amend this License only to the following extent:

7.1 You can add additional airdrop requirements towards the holders of your unique DLT Instance as long as those do not in any way reduce or interfere with the airdrop owed to the original DLT Instance account holders.

7.2 If the distribution and/or use of the Covered Work is restricted in certain countries either by patents, by copyrighted interfaces or by law, the original copyright holder who places the Covered Work under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

Article 8.

If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions

of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not propagate the Covered Work at all. For example, if a patent license would not permit royalty-free redistribution of the Covered Work by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Covered Work.

Article 9.

Jelurida IP B.V. may publish revised and/or new versions of the Jelurida Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. To avoid ambiguity, everyone who wishes to use the text of the Jelurida Public License must always specify under which version of the JPL their Covered Work is released.

Article 10.

Every Copyright Holder is permitted to use the text of the Jelurida Public License for their own Covered Work provided that they: (i) keep the name Jelurida Public License (you can append the name of the specific DLT Instance, e.g. "Jelurida Public License version 1.0 for the Nxt Public Blockchain"), (ii) remove the Preamble and (iii) do not change the General Conditions. Every Copyright Holder is permitted to adapt the Special Conditions to their specific case under (i), (ii) and (iii) above to the extent that they do not contradict the General Conditions nor the spirit of the Jelurida Public License.

Article 11.

If the Special Conditions contradict the General Conditions or any part of them, the provisions of the General Conditions shall take precedence.

Article 12.

If you cannot satisfy Article 3.4 and 3.4.1 of the General Conditions or you are not willing to do so, or if you require a customized DLT Instance for internal use (i.e. a private blockchain) based on the DLT Software you must obtain permission or purchase a commercial license from the original Copyright Holder however he is not in any way obliged to grant permission or sell such a license.

Article 13. No warranty

THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE COVERED WORK "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED WORK IS WITH YOU. SHOULD THE COVERED WORK PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

Article 14.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE COVERED WORK AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE COVERED WORK (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE COVERED WORK TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU INDEMNIFY THE COPYRIGHT HOLDER OR CONVEYOR OF THE COVERED WORK OF ANY LIABILITY VIS-À-VIS ANY THIRD PARTY IN CONNECTION WITH THE COVERED WORK AS USED, COPIED, PROPAGATED OR MODIFIED BY YOU.

Article 15.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Covered Work, unless a warranty or assumption of liability accompanies a copy of the Covered Work in return for a fee.

II. Special Conditions

Article 0.

The Copyright Holder of the Nxt Reference Software (NRS) is Jelurida IP B.V.

Article 1.

The airdrop requirement of Article 3.4.1 of the General Conditions, as related to the Nxt Reference Software (NRS) is the following:

1.1 The NXT holders from the original Nxt Public Blockchain Platform as maintained by Jelurida Swiss SA must be allocated at least 10% (ten percent) of the forging tokens in the new DLT Instance, proportional to their NXT holdings,

OR

1.2 The forging token holders from a DLT Instance which is based on the NRS that has already satisfied the JPL airdrop requirement, are allocated 100% (one hundred percent) of the forging tokens in that new DLT Instance, proportional to their forging token holdings.

The first case covers clones and forks of the Nxt platform, and ensures that NXT owners will receive an airdrop from any such clone or fork launched in the future, or any existing Nxt clone that decides to upgrade to this NRS version or copy or backport code from it.

The second case is to cover forks of Nxt clones which have already satisfied the JPL airdrop, as by definition at the time of the hard fork all accounts start with the same balances on either fork, and it would be difficult to make a hard fork satisfy the first condition. The Nxt holders who received the airdrop would still have the same balances on either fork.

Article 2.

In both cases (Articles 1.1 or 1.2 of the Special Conditions), token holdings must be calculated based on a snapshot taken not earlier than 3 months before the launch of the new DLT Instance. For a new DLT Instance, the snapshot should also be taken not later than 24 h before the launch, to avoid the uncertainty due to the 720 blocks rolling checkpoint.

Article 3.

3.1 There should be under no circumstances any restrictions or any type of discrimination against accounts receiving tokens as an airdrop.

3.2 If token distribution must be restricted by some criteria that not all existing NXT holders can potentially satisfy, a specific exemption from the full JPL airdrop

requirements must be obtained in advance. The Copyright Holder reserves the right to not grant such exemption, or to require a commercial license in such situations, to be decided on a case by case basis.

3.3 As internal (private) use of Nxt software for evaluating and testing purposes cannot satisfy the JPL airdrop requirement, any such use will also require an evaluation license agreement with the Copyright Holder if it lasts longer than 3 months.

3.4 Nothing in this license shall be understood as giving NXT token holders the right to hold the Licensors, its affiliate parties, or sublicensors, liable in case the NXT holders do not obtain any airdrop, or liable for not taking action to enforce the airdrop requirement, or for not observing, verifying or monitoring the compliance with any airdrop. The Licensors also retain the right to change the percentage of the airdrop requirement in Article 1.1 or to completely eliminate this airdrop requirement at any time.

Article 4.

DLT Instances that by design do not use a fixed number of tokens issued all at once, or that have substituted the proof-of-stake algorithm with a different one and as a result do not use forging tokens, have to contact the Copyright Holder for a custom license agreement. However the Copyright Holder is in no way obliged to provide such a custom license.

Article 5. Interpretation

You agree that you may not, for the purpose of interpretation of this License, refer to, or construe this License on the basis of, or use as counterevidence, any prior agreements, arrangements, understandings and statements, or other bilateral or public licenses, and to this extent agree (i) that this License qualifies as an agreed rule of evidence within the meaning of article 153 Dutch Code of Civil Proceedings and (ii) that this clause serves as a determination agreement within the meaning of article 7:900 Dutch Civil Code, and that this License shall be interpreted or construed by assuming the most obvious grammatical meaning of the wording of this License.

Article 6. Governing law

This License, the documents related to it and any agreement that incorporates any of these are governed by and shall be construed in accordance with the laws of the Netherlands. Any and all disputes arising out of or in connection with this License, the documents related to it and any agreement that incorporates any of these shall be exclusively referred to the competent court in Amsterdam, the Netherlands.