

User license agreement

Web3 Technology LLC having its registered office at 119072 Moscow, Bersenevskaya nab. 6/3, 3d floor, premise I, room 9, incorporated under laws of Russia, registration number 1177746863645 (hereinafter the Licensor) and the User (also referred to as “you”) – an individual or entity that is licensed or authorized to use the Software under this Agreement and agree to the terms of this Agreement.

Software means «Blockchain platform WAVES ENTERPRISE» owned by the Licensor all rights registered by Russian Federal Service for Intellectual Property, certificate №2019662198 dated 19.09.2019.

By downloading or installing Software publicly available at <https://github.com/waves-enterprise/WE-releases> or obtained by other ways, User agrees to this Agreement, and the Agreement is deemed concluded. If User does not agree to this Agreement, User must not download, install or use the Software in any other way.

If User is accepting this Agreement on behalf of another person or other legal entity, User represents and warrants that User has full authority to bind that person or legal entity to this Agreement.

1. LICENSE GRANT; PROPRIETARY RIGHTS

- 1.1. Right to use the Software: Subject to the terms and conditions of this Agreement, Licensor grants User a non-exclusive, non-transferable right to use the Software worldwide solely for User’s own purposes. In this Agreement, the use of the Software shall mean any reproduction, installing, copying, playing, and/or demonstrating as defined in clause 2.1.
- 1.2. If the User purchases a license for the Software under the bilateral agreement with the Licensor, the terms and conditions of the agreement governing such purchase shall prevail over the present User License Agreement.

2. TERMS OF USE

- 2.1. Allowed ways to use the Software: 1) reproduction (recording in computer memory), limited by the right to install, copy for archival and disaster recovery purposes only, start, playback, 2) demonstration of the Software to third parties.
- 2.2. The license by default is granted as “Trial license”. Under Trial license you can deploy a node with its full functional for evaluation purpose. The use of the Software is effective and limited to a height of 30 000 blocks starting from the day of commencement of the Software’s use by the User. Under Trial license you can access Waves Enterprise main net, create new blocks and deploy private blockchains. Upon reaching the block limit, the node will stop creation of new blocks and the transaction broadcasting will be ceased.

- 2.3. If User obtains at least 50 000 WEST tokens, the license can be upgraded to “Mainnet Special”. Under Mainnet Special license you can access Waves Enterprise main net, create and validate new blocks, but cannot deploy private blockchains. The license will be granted in regard of 1 node for each 50 000 tokens for the period the tokens kept stored on the User’s account. In order to upgrade the license, User shall store the tokens on its account and contact Licensor for further instructions.
- 2.4. If User obtains at least 200 000 WEST tokens, the license can be upgraded to “Commercial”. Under Commercial license you can access Waves Enterprise main net, create and validate new blocks, deploy private blockchains. The license will be granted in regard of 1 node for each 200 000 tokens for the period the tokens kept stored on the User’s account. In order to upgrade the license, User shall store the tokens on its account and contact Licensor for further instructions.
- 2.5. If User uses the Software for commercial purposes, User may permit use of the Software in accordance with this Agreement by a third party solely for the User’s own business operations and only on condition such third party accepts and complies with the present Agreement. Granting such a permission does not renew the term mentioned in the clause 2.2 for the User’s partner and both parties bear joint and several liability for any breach of the Agreement.
- 2.6. The technical description of the Software (Documentation) is available at <https://docs.wavesenterprise.com/en/> (in pdf – <https://docs.wavesenterprise.com/wedocs.pdf>). The Documentation is considered to be provided by the Licensor to the User at the time of conclusion of this Agreement.
- 2.7. The User shall be informed that in order to use all functionality of the Software, the User must have the CryptoPro CSP 5.0 R1 or CryptoPro CSP 5.0 R2. The license to use CryptoPro CSP 5.0 R1 or CryptoPro CSP 5.0 R2 program must be acquired by the User from authorized sources independently and at his own expense.
- 2.8. General restrictions: User shall not do or attempt doing, and shall not cause or allow any third party to:
 - a) decompile, disassemble or reverse-engineer the Software, or create or recreate the source code for the Software;
 - b) remove, erase, obscure or tamper with any copyright or any other product identification or proprietary rights notices, seal or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software or Documentation; or fail to preserve all copyright and other proprietary notices in all copies User makes of the Software and Documentation;
 - c) lease, lend or otherwise allow the use of the Software by third parties; sell, market, license, sublicense, distribute or otherwise grant to any person or entity any right to use the Software except to the extent expressly permitted in this Agreement; or use the Software to provide, alone or in combination with any other product or service, any product or service to any person or entity, whether on a fee basis or otherwise;
 - d) modify, adapt, tamper with Software, translate or create Derivative Works of the Software or the Documentation; combine or merge any part of the Software or

Documentation with or into any other software or documentation; or refer to or otherwise use the Software as part of any effort to develop software (including any routine, script, code, or program) having any functional attributes, visual expressions or other features similar to those of the Software to compete with Licensor;

- e) except with Licensor's prior written permission, publish or in any way make publicly available any technical performance or benchmark tests or analysis relating to the Software.

- 2.9. No technical support, maintenance and updates is provided under this Agreement. Technical support, maintenance and updates of the Software can be provided by the Licensor only under the agreement for the full commercial-use license for the Software.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. The Software, including its object code and source code, and all of its components (such as, but not limited to, node, data service, client (explorer and wallet) elements of the program, design (graphics, user interface, layout of program design elements, etc.), images, phonograms, texts and other elements of the Software, whether or not provided to User, is an intellectual property of Licensor. Licensor owns exclusively and reserves all rights, title and interest in and to the Licensor Software, other Licensor's Products and Documentation, including all rights to any Derivative Works. User may not exercise any right, title and interest in and to the Licensor's Software, other Products, Documentation or any related Intellectual Property Rights, except for the limited usage rights granted to User in this Agreement. User agrees, on behalf of itself and its affiliates, that User and its affiliates will take no action inconsistent with Licensor's Intellectual Property Rights. This Agreement is not an agreement of sale, and does not transfer any title, Intellectual Property Rights or ownership rights to the Licensor Software, other Products or Documentation to User.
- 3.2. User acknowledges and agrees that the Licensor Software, Products, Documentation and all ideas, methods, algorithms, formulas, processes and concepts used in developing or incorporated into the Licensor Software, Products or Documentation, all future updates and upgrades, if any, and all other improvements, revisions, corrections, bug-fixes, hot-fixes, patches, modifications, enhancements, releases, DATs, signature sets, upgrades, and policy and database updates and other updates in, of, or to the Licensor Software, Products or Documentation, as applicable, all Derivative Works based on any of the foregoing, and all copies of the foregoing are trade secrets and intellectual property of Licensor, having great commercial value to Licensor.

4. NO WARRANTY. DISCLAIMER

- 4.1. THE SOFTWARE IS PROVIDED "AS IS". TO THE EXTENT PERMITTED BY LAW, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SOFTWARE, ITS AVAILABILITY AND/OR THE ABSENCE OF SUPPORT, AND LICENSOR DISCLAIMS ALL OBLIGATIONS AND LIABILITIES, OR EXPRESS OR IMPLIED WARRANTIES REGARDING THE SOFTWARE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, CONTINUOUS AND ERROR-

FREE OPERATION, COMPLIANCE WITH REQUIREMENTS, OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, EFFICIENCY, MAINTAINABILITY, COMPATIBILITY OR SYSTEMS INTEGRATION. LICENSOR MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE SOFTWARE'S USE OR PERFORMANCE, OR THAT THE OPERATION OF THE SOFTWARE WILL BE FAIL-SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS; OR THAT THE SOFTWARE IS PROTECTED AGAINST POSSIBLE THREATS.

- 4.2. The Software may fail and is not designed, developed, tested, or intended to be reliable in the context of high risk systems. Licensor has no responsibility for, and User will indemnify and hold harmless Licensor from, all claims, suits, demands and proceedings alleging, claiming, seeking, or asserting any liability, loss, obligation, risk, cost, damage, award, penalty, settlement, judgment, fine or expenses (including attorney fees) arising from or in connection with User's use of the software on or in a high risk system, or are based on a claim, allegation, or assertion that the functioning of high risk system depends or depended on the functioning of the software, or that the failure of the Software caused a high risk system to fail.

5. LIMITATION OF LIABILITY:

- 5.1. THE LICENSOR SHALL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT CONSEQUENCES OF THE USE OR INABILITY TO USE THE SOFTWARE AND / OR LOSSES CAUSED TO THE USER AND / OR THIRD PARTIES AS A RESULT OF THE USE, NON-USE OR INABILITY TO USE THE SOFTWARE OR ITS INDIVIDUAL COMPONENTS AND / OR FUNCTIONS, INCLUDING DUE TO POSSIBLE ERRORS OR MALFUNCTIONS OF THE SOFTWARE.
- 5.2. THE LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE DAMAGES WERE FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH CLAIMS ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, STATUTE OR OTHERWISE. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LICENSOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

6. COMPENSATION FOR LOSSES

Pursuant to article 406.1 of the Russian Civil Code, to the extent permitted by applicable law, the User will unconditionally indemnify and defend Licensor, its affiliates, and their representatives, directors, employees, contractors and agents (each a Licensor Indemnified Party) against any claims, liabilities and expenses (including court costs and reasonable attorney fees) that a Licensor Indemnified Party incurs as a result of or in connection with:

- a) any third-party claims arising from:
- User's failure to obtain any consent, authorization or license required for User's use of Software, data, materials, systems, networks or other technology provided to User under this Agreement;

- User's use of the Software (including in a manner not expressly permitted by this Agreement);
 - Licensor's compliance with any technology, designs, instructions, laws or requirements;
 - any claims, costs, damages and liabilities whatsoever asserted by any User or User Representative; or
 - any violation by User of applicable laws; and
- b) any reasonable costs and attorneys' fees required for Licensor to respond to a subpoena, court order or other official government inquiry regarding User's use of the Software.

7. MODIFICATION AND TERMINATION

- 7.1. Licensor may unilaterally terminate, change or modify this agreement in any way by publishing an updated version of the License agreement or the termination notice on the link <https://wavesenterprise.com/eula>
- 7.2. After the expiration or termination of license User shall not be eligible to use the Software. After the termination of the license term User shall delete all copies of the Software and Documentation from all User devices and systems and shall cease their use.
- 7.3. Without prejudice to User's obligations under the Agreement, User may terminate User's use of the Software at any time.
- 7.4. Licensor may terminate User's license if User materially breaches this Agreement by sending the notice of termination. Upon receipt of such termination notice, User must promptly return, destroy or delete permanently all copies of the Software and Documentation and cease their use.

8. ADDITIONAL TERMS

- 8.1. "Free" or Open-Source Software: The Software includes components (including programs, applications, tools, utilities, libraries, and other programming code) that are made available from third parties under a free or open source software licensing model (FOSS software). A list of FOSS software components used in the Software with copyright notices and license texts is given in the corresponding file located in the root folder of the Software. FOSS software components included with the Software are redistributed by Licensor under the terms of the applicable FOSS software license for such component. User's access and/or use of FOSS software components shall be in compliance with the FOSS software license applicable to the FOSS software component.

9. PRIVACY

- 9.1. The User is solely responsible for the personal data and User's confidential information, which is collected and/or stored by the User with the use of the Software.
- 9.2. User will secure obtainment of any and all necessary approvals and permissions from individual persons and/or legal entities or state bodies as may be required by regulation,

statute, or other law or User's internal policies or guidelines in order to use the Software under this Agreement.

10. COMPLIANCE WITH LAWS. LIABILITY

- 10.1. The User shall comply with the applicable national, state and local laws with respect to its rights and obligations under this Agreement and the use of the Software.
- 10.2. If Licensor receives notice that User is or becomes identified as a sanctioned or restricted party under applicable law, User is prohibited from using the Software if such use would result in violation of the sanctions or restrictions.
- 10.3. In case of violation of the procedure for permitted use of the Software (including, but not limited to, by using the Software in a manner not provided for in this Agreement, or upon expiration of the license term and termination of the Agreement), the User pays the Licensor a fine in the amount of 50,000 (fifty thousand) US dollars for each violation case (for each node (network node) installed and / or operated in violation of the terms of the Agreement), as well as bear other liability in accordance with the law.

11. GENERAL PROVISIONS

- 11.1. Severability: If any provision of this Agreement is found invalid or unenforceable under applicable law, it shall be modified to the minimum extent necessary to make it valid and enforceable or, if it cannot be made valid and enforceable, it shall be severed and deleted from this Agreement. The change shall not affect the validity of the amended provision or the validity of any other provision of this Agreement, which will continue in full force and effect.
- 11.2. No waiver: A party's failure or delay in enforcing any provision of this Agreement will not operate as a waiver of the right to enforce that provision or any other provision of this Agreement at any time. A waiver of any provision of this Agreement must be in writing, specify the provision to be waived and signed by the party agreeing to the waiver.
- 11.3. Neither party is liable for delays or failures to perform any of its obligations under this Agreement to the extent caused by a Force Majeure Event. Furthermore, Licensor's failures or delays in its performance are excused to the extent they result from User's acts or omissions, or those of User's employees, agents, users, affiliates or contractors; reliance on instructions, authorizations, approvals or other information from User; or acts or omissions of third parties (unless directed by Licensor).
- 11.4. Governing law: All disputes arising out of or relating to this Agreement or its subject-matter will be governed by the laws of the Russian Federation, excluding rules relating to conflict of laws.
- 11.5. Disputes resolution: In case of failure to reach agreement, the dispute shall be settled by The International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation (the ICAC at the RF CCI) according to its rules of arbitration (<https://mkas.tpprf.ru/en/>). An arbitral award shall be final for the parties.
- 11.6. Entire Agreement, order of precedence and amendments: This Agreement constitutes the entire understanding between Licensor and User relating to its subject-matter and

supersede all oral or written proposals, and all communications between the parties relating to its subject-matter. Licensor reserves the right to amend any terms of this Agreement at any time. Any amendment will be effective on the posting of an updated version at Waves Enterprise website <https://wavesenterprise.com/eula>

- 11.7. Notices: Any notice given under or in relation to this Agreement to the User can be made by sending a notice to support@wavesenterprise.com or publishing it at Waves Enterprise website <http://servicedesk.wavesenterprise.com/>. Any notice to be made to the Licensor must be in writing, signed by or on behalf of the party giving it, and addressed to the relevant Licensor entity by courier service or registered mail at the corresponding address 119072, Moscow, post office box 23. Notices will be considered delivered: if made to the User - when posted at the Waves Enterprise website or sent by e-mail, if to the Licensor - on the day when received if delivered personally or by courier with tracking capabilities, and on the next day from the receipt if delivered by registered mail.
- 11.8. Survival: The following sections, together with any other terms necessary for the interpretation or enforcement of this Agreement, will survive termination of this Agreement: Sections 3-6, Sections 8-11, and this Section 11.9 (Survival).
- 11.9. In this Agreement, unless a contrary intention appears:
- Derivative Works shall mean any work that is based on one or more preexisting works, an expressive creation that includes major, copyright-protected elements of an original, previously created first work (the underlying work) by means of revision, abridgment, enhancement, modification, or any other form in which preexisting work may be recast, transformed or adapted;
 - Products mean any software, products or services of the Licensor;
 - a reference to a party includes its successors and permitted assigns;
 - headings are for ease of reference only and do not affect the interpretation or meaning of this Agreement;
 - the singular includes the plural and vice versa and words importing a gender include other genders;
 - other grammatical forms or parts of speech of defined words or phrases have corresponding meanings;
 - a reference to a clause, paragraph, exhibit, schedule or other annex is a reference to a clause or paragraph of or exhibit, schedule or annex to this Agreement;
 - the words “include”, “including”, “such as” and similar expressions are not used as, nor are intended to be, interpreted as words of limitation; and
 - the meaning of this Agreement will be interpreted based on its entirety and not just on isolated parts.

12. CONTACTS

Web3 Technology LLC (ООО "ВЕБ3 ТЕХНОЛОГИИ")

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