



## Specific License Terms applicable to the Agreement for Catalyst Blockchain Manager with Corda component

These Specific License Terms are applicable to the following: Software license for Catalyst Blockchain Manager (former Catalyst Blockchain Platform), which may further be referred to as "Catalyst Blockchain", "Cat-BM" or "Cat-BP" with Corda component. General terms and conditions ("GT") set forth in Part 2 are applicable to all Software licensed by the Licensor. These Specific License Terms form an integral part of the Agreement and could not be withdrawn.

1. **Definitions.** For the purpose of these Specific License Terms the following terms shall have the meanings set forth below:

**"Free Trial"** means an instance of Licensor's generally available Software provided to Licensee, for a limited term either for trial, evaluation or similar purposes.

**"Node"** means a Corda node being an entity in a Corda network that usually represents one party in a business network.

**"Permitted Use"** means use of the Software in non-live environment for development purposes on the Territory by Licensee and any End User for the benefit of Licensee, namely, the Software will be used for the purposes of deployment, management and maintenance of Corda nodes and applications.

**"Software"** means the executable, object code version of the Catalyst Blockchain Manager (former Catalyst Blockchain Platform), which may further be referred to as "Catalyst Blockchain", "Cat-BM" or "Cat-BP" (Cat-BM) - the software enabling customers to deploy, run and manage Corda nodes and applications.

**"Sub-license Agreement"** means an agreement entered into by Licensee and an End User in accordance with Section 2.1.1 (End Users) under which Licensee sublicenses the Software to the End User.

## 2. **License.**

**2.1 License Grant.** Subject to the terms, conditions and restrictions set forth in this Agreement, Licensor herewith grants to Licensee **on the conditions agreed in a Purchase order the License** to use the Software for the Permitted Use, during the agreed Term as agreed in an executed Purchase Order.

**2.1.1 End Users.** Subject to Section 6.3 ("License reporting") and to the executed Purchase order, the Licensee may designate any Person as an End User at any time during the Term. The Licensee shall:

(a) when having a right to sub-license under executed Purchase Order, enter into a Sub-license Agreement with each End User to whom it sublicenses the Software;

(b) ensure that each Sub-license Agreement contains terms which provide at least the same level of protection to the Licensor as set out in this Agreement. In particular, the Licensee shall ensure that:

(i) the following provisions are flowed down mutatis mutandis in each Sub-license Agreement: Section 2.3 (Open Source Components), Section 2.4 (Security Measures), Section 2.5 (No Distribution), Section 10.2 of the GT (Rights Not Permitted), Section 3 (License Restrictions), Section 9 of the GT (Confidentiality), Section 7.2 (Licensee Cooperation and Notice of Infringement) and Section 19.6 of the GT (Export Regulations);

(ii) the End User's use of the Software is restricted to use solely for that End User's Permitted Uses (which shall not include allowing the use of the Software by, or for the benefit of, any Person other than the End User); and

(iii) the sale, sub-license, resale or redistribution of the Software by the End User is expressly prohibited by the Sub-license Agreement.

(c) Licensee shall notify Licensor in writing promptly upon becoming aware of any breach of a Sub-license Agreement by an End User, providing reasonable detail of the breach.

2.1.2 To use the Software under Section 2.1 above, Licensee shall purchase Corda Enterprise License and make available to Licensor necessary Corda Enterprise artifacts to duly deploy Software on premises owned by Licensee.

2.2 **Scope of Licensed Access and Use.** Subject to Section 2.1 above, Licensor shall make available the Software to Licensee with necessary instructions (guidelines) and documents on installing (deployment) of the Software, upon request Licensor may assist with such deployment. Licensee shall deploy the Software and perform an acceptance test to check if it's running



correctly. Licensor shall provide any necessary additional support at additional fee only upon request from the Licensee. Any services of Licensor connected with deployment of Software and/or any additional developments shall be billed separately if requested by the Licensee.

**2.3 Open Source Components:** The Software includes Open Source Components licensed under Open Source Components listed in **Exhibit A**. Any use of the Open Source Components by Licensee is governed by, and subject to, the terms and conditions of the Open Source License(s). The Licensee acknowledges that any Open Source Components of the Software are provided by the Licensor “as is” and are expressly subject to the disclaimer in Section 12.3 of the GT. The Licensee shall indemnify and hold the Licensor harmless against any Losses which it may suffer or incur as a result of the Licensee's or any End User's breach of any Open Source License.

**2.4 Security Measures.** The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Licensee acknowledges and agrees that: (a) Licensor may use these and other lawful measures to verify Licensee's compliance with the terms of this Agreement and enforce Licensor's rights, including all Intellectual Property Rights, in and to the Software. For the avoidance of any doubts, such technological measures shall not have any adverse effects on Software functionalities and the information collected by such technological measures shall be limited to the relevant information on the usage of the Software (b) Licensor may deny any individual access to and/or use of the Software if Licensor, in its reasonable discretion, believes that person's use of the Software would violate any provision of this Agreement, regardless of whether Licensee designated that person as an End User; and (c) Licensor and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Licensee's computers, systems and software, that Licensor may gather periodically to improve the performance of the Software or develop Patch Updates, such information shall be limited to the relevant information on the usage of the Software. This information will be treated in accordance with Licensor's privacy policy, as amended from time to time, which can be viewed at: [Link](#).

**2.5 No Distribution.** AS GENERAL RULE NOTHING IN THIS AGREEMENT CONVEYS ANY RIGHTS TO

DISTRIBUTE THE LICENSE GRANTED BY LICENSOR TO LICENSEE TO ANY THIRD PARTY.

If distributed Software is subject for sub-licensing (as identified in the Purchase Order) it shall be used for the Licensee customer's internal use and not for resale or redistribution by the customers.

**3. License Restrictions.** Except as this Agreement expressly permits, and subject to Section 2.3 with respect to Open Source Components, Licensee shall not, and shall not permit any other Person to:

- (a) copy the Software, in whole or in part;
- (b) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Software outside of Permitted Use;
- (c) rent, lease, lend, sell, assign, distribute, publish, transfer, or otherwise make available the Software to any third party being not an End User;
- (d) reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- (e) bypass or breach any security device or protection used for or contained in the Software or documentation;
- (f) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the Software or documentation;
- (g) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;
- (h) use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage;



(i) use the Software in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or

(j) use (i) the Software or documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by this Agreement or (ii) any Open Source Components in any manner or for any purpose or application not expressly permitted by the controlling Open Source License;

(k) directly or indirectly, whether through Licensee, any Affiliate, or any other Person, combine in any manner the licensed Software with any Open Source Components that are available under the Restrictive Open Source Licenses and could require that the licensed Software, any portion thereof, or any adaptation and modification thereof to be (i) disclosed or distributed in Source Code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

### 3.1 Licensee Undertakings:

The Licensee shall not represent itself as an agent of the Licensor for any purpose, nor pledge the Licensor's credit or give any condition or warranty or make any representation on the Licensor's behalf or commit the Licensor to any contracts. Further, the Licensee shall not without the Licensor's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Software which are inconsistent with those contained in the Software documentation or promotional material supplied by the Licensor or otherwise incur any liability on behalf of the Licensor howsoever arising.

**4. Support Services.** Licensor will provide support services directly to Licensee for the Licensed Software in accordance with Service Level Agreement (if applicable according to the Purchase Order).

Licensor may amend services provided under Service Level Agreement from time to time, provided any amendment shall

not materially degrade the service levels agreed by Parties on the Effective Date. For the avoidance of doubt, Service Level Agreement applies directly to Licensee, rights and obligations under SLA (Part 3 of the Agreement) could not be forwarded by Licensee to any third party.

**5. Free Trial.** Free Trial may be proposed by Licensor to Licensee for the term of 1 (one) month. Free Trial is granted for evaluation purposes, non-profit use only and is free of charge. Software granted on a Free Trial is not eligible for any Support Services, all warranties, indemnities and liabilities of Licensor shall be waived for the term of Free Trial, the Software shall be provided "AS IS".

Free Trial will be provided to the Licensee as Additional Condition only if agreed in Purchase Order. Ordering Free Trial is on Licensee's will only and does not affect the infrastructure cost.

Free Trial is optional and Licensor reserves the right to deny the ability to order Free Trial, on a case-by-case basis. Free Trial period if granted may be terminated by Licensor at any time with immediate effect after written notice.

### **6. Fees, Period and Reporting.**

**6.1 Fee.** License Fee together with Support Fee shall be agreed by Parties individually and governed by the Purchase Order.

**6.2 Review of License Fee.** Licensor reserves the right to review the License and/or Support Fee unilaterally on an annual basis which shall become effective by signing a separate document by both Parties.

Licensor may terminate the Agreement at any time on 30 days prior written notice to Licensee if Licensee disagrees with the reviewed License and/or Support Fee as mentioned above effective on the end date of the last paid License term.

**6.3 License Reporting** No later than on the fifth (5th) Business Day following the end of each quarter of the Term agreed in the Purchase Order, the Licensee shall submit to the Licensor via email to [legal@intellecteu.com](mailto:legal@intellecteu.com) any changes to licensing (nodes consumption) in case of any changes the actual costs will be prorated on the basis of the rates stated below and invoiced accordingly.

**6.4 Schedule of Fee payment** Payment may be made monthly or quarterly, depending on the agreement of the Parties set forth in the Purchase Order.



(i) for the first month/quarter Fee payment shall be made as advance payment for setup number of Service Instances and nodes;

(ii) for each subsequent month/quarter Fee payment shall be made on the quarterly basis not more than 15 days before the end of the previous quarter.

### **7. Ownership. Intellectual Property Rights.**

7.1 Intellectual Property Ownership. Licensee acknowledges and agrees that:

(a) the Software and documentation are licensed, not sold, to Licensee by Licensor and Licensee does not have under or in connection with this Agreement any ownership interest in the Software or documentation, or in any related Intellectual Property Rights;

(b) Licensor and its licensor(s) are the sole and exclusive owners of all right, title and interest in and to the Software and documentation, including all Intellectual Property Rights relating thereto, subject only to the rights of third parties in Open Source Components and the limited license granted to Licensee under this Agreement; and

(c) Licensee hereby unconditionally and irrevocably assigns to Licensor or Licensor's designee, its entire right, title and interest in and to any Intellectual Property Rights that Licensee may now or hereafter have in or relating to the Software or documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise;

(d) Licensee is obligated to have a valid and up to date Corda Enterprise license separately purchased to deploy and use the Software for Permitted Use and a valid license for any Corda Application deployed to the Software. Licensee shall indemnify and hold harmless Licensor from any claims arising out of breach of any proprietary intellectual property with respect to Corda Enterprise and any applications running on Corda license to which shall be separately obtained by Licensee on its own.

7.2 Licensee Cooperation and Notice of Infringement. Licensee shall, during the Term:

(a) take all commercially reasonable measures to safeguard the Software and documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b) at Licensor's expense, take all such steps as Licensor may reasonably require to assist Licensor in maintaining the validity, enforceability and Licensor's ownership of the Intellectual Property Rights in the Software and documentation;

(c) promptly notify Licensor in writing if Licensee becomes aware of: (i) any actual or suspected infringement, misappropriation or other violation of Licensor's Intellectual Property Rights in or relating to the Software or documentation; or (ii) any claim that the Software or documentation, including any production, use, marketing, sale or other disposition of the Software or documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d) at Licensor's sole expense, fully cooperate with and assist Licensor in all reasonable ways in the conduct of any Action by Licensor to prevent or abate any actual or threatened infringement, misappropriation or violation of Licensor's rights in, and to attempt to resolve any Actions relating to, the Software or documentation, including having Licensee's employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

7.3 No Implied Rights. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or documentation.

**8. Licensee Data.** All data created, displayed, transferred or distributed by Licensee using Licensed Software, and all right, title and interest therein are and will continue to be solely owned by Licensee during and after the expiration or termination of this Agreement.

Licensee owns all right, title and interest to Licensee Data solely and shall have sole responsibility for legality, reliability, integrity, accuracy and quality of the Licensee Data.



**These Specific License terms applicable to the Agreement for Catalyst Blockchain Manager with Corda component are agreed and accepted by Licensee:**

**LICENSEE:** \_\_\_\_\_

**Authorized Representative Name:** \_\_\_\_\_

**Authorized Representative Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Exhibit A.**

**List of the Open Source Components with links to open source licenses**

- Applicable for Cat-BM for Hyperledger Fabric -  
<https://docs.catalyst.intellecteu.com/fabric/operations-guide/open-source-licenses>
- Applicable for Cat-BM for Corda -  
<https://docs.catalyst.intellecteu.com/corda/operations-guide/open-source-licenses>
- Applicable for Cat-BM for Canton -  
<https://docs.catalyst.intellecteu.com/canton/operations-guide/open-source-licenses>



## **Exhibit B**

### **Software Release Management Document.**

#### **Introduction**

This document presents the release management process of Catalyst Blockchain Manager. The Catalyst Blockchain Manager adheres to specific semantic release versioning. Given a version number “**MAJOR.MINOR.PATCH**”, the:

**MAJOR** version is incremented when the update includes incompatible API changes,

**MINOR** version is incremented when the update includes added functionalities in a backward-compatible manner, and

**PATCH** version is incremented when the update includes backward-compatible bug fixes.

In the next subsections we present the release-management and support & warranty guarantees for Catalyst Blockchain Manager.

#### **Release management**

Catalyst Blockchain Manager has three distinct streams of release management: the core platform; the Hyperledger Fabric component; and the Corda component. As it is possible to understand, the evolution of some of the components that compose Catalyst Blockchain Manager depends on external parties’ release management (e.g., HL Fabric and Corda). IntellectEU’s standard process entails (1) analysis of the features and updates to be developed, (2) development, (3) QA, (4) staging, and (5) production before pushing the update to (6) general availability of Catalyst Blockchain Manager. At its core, IntellectEU aims to always offer a stable version of Catalyst Blockchain Manager to clients, and this is taken into consideration with the product’s release management.

#### **Support and warranty guarantees**

IntellectEU will always support the latest version of Catalyst Blockchain Manager, and will support older MAJOR versions (those that are not the latest generally available) for up to 12 months, and older MINOR versions for up to 6 months. LTS versions of Catalyst Blockchain Manager will be supported for at least 2 years.

IntellectEU will provide limited support for older versions of Catalyst Blockchain Manager, offering advice on issue identification, and guidelines on migrating to the new version. Any migration assistance is available through our Professional Services team. Additionally, extended lifetime support services are available. The Support Fee and License Fee associated hereto are to be decided upon between IntellectEU and the Client in the Purchase Order.

Any maintenance releases (PATCH releases) made generally available should be installed by the client as soon as reasonably possible. Any version of the product that falls under support from IntellectEU will benefit from maintenance releases. Each maintenance release will be accompanied by a severity level and an advisory on when to install. In case a client who is not under a support program and has not yet installed the latest maintenance release(s) experiences any warranty cases, these warranty cases will be considered support cases. Please refer to the Service Level Agreement (Part 3 of the Agreement) for specific timelines on issue resolution times.