



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

These Specific Terms are applicable to “Catalyst Blockchain Manager”, which may further be referred to as "Catalyst BM", or "Cat-BM" with the **Canton component**.

These Specific Terms are also available via the following link:

[https://www2.intellecteu.com/files/catbm\\_specific\\_license\\_terms\\_canton.pdf](https://www2.intellecteu.com/files/catbm_specific_license_terms_canton.pdf)

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

“**Integration Package**” shall mean the installation of the Software on the premise of the Licensee so it can set up their solution (including nodes & network). Any setup of the network and the nodes after such installation are not included in the Integration Package. Such services shall be available to the Licensee at a certain fee under a separate written agreement.

“**Node**” means any participant node and domain node as defined in Canton.

“**Permitted Use**” means the use of the Software on the Territory by the Licensee and/or any End User for the benefit of the Licensee or for the benefit and internal business purposes of End User, namely, the Software will be used for the purposes of deployment, management and maintenance of Canton domains, Canton Nodes and applications, as further defined in the applicable PO.

“**Software**” means the executable, object code version of the Catalyst Blockchain Manager being the software enabling customers to deploy, run and manage Canton domains, Canton Nodes and applications.

“**Sub-license Agreement**” means an agreement entered into by the Licensee and an End User in accordance with the Subsection of these Specific Terms titled “End User” under which the 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 to use the Software for the Permitted Use, during the agreed Term **as agreed in an executed PO**.

**2.1.1 End Users.** Subject to the executed PO, 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 PO, 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: Subsections of these Specific Terms titled “Open Source Components”, “Security Measures”, “No Distribution”, Subsections of the GT titled “Rights Not Permitted”, “License Restrictions”, “Licensee Cooperation and Notice of Infringement”, and Sections of the GT titled “Confidentiality” and “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.

**2.2 Scope of Licensed Access and Use.** Subject to Subsection of these Specific Terms titled “License Grant” 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 a separate 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** attached hereto. 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 Section of the GT titled “DISCLAIMER OF WARRANTIES”, 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.

**2.5 No Distribution.** AS GENERAL RULE NOTHING IN THIS AGREEMENT CONVEYS ANY RIGHTS TO DISTRIBUTE THE LICENSE GRANTED BY THE LICENSOR TO THE LICENSEE TO ANY THIRD PARTY.

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

**3. Support Services.** Licensor will provide support services directly to the Licensee for the Software in accordance with SLA (if applicable according to the PO). Licensor may amend services provided under SLA 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, SLA applies directly to Licensee, rights and obligations under SLA could not be forwarded by Licensee to any third party.

#### **4. Fees and Period.**

**4.1 Fee.** Fees shall be agreed by Parties individually and governed by the PO.

**4.2 Review of License Fee.** Licensor reserves the right to review the Fees 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.

**4.3 Schedule of Fee payment.** Payment may be made monthly, quarterly or annually, depending on the agreement of the Parties set forth in the PO.

**4.4 Subscription Period.** The minimum license subscription period shall be 12 months, unless other is individually agreed by Parties in the PO.

**5. Licensee Data.** All data created, displayed, transferred or distributed by Licensee using 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.

**6. Money Back Guarantee.** In case the Licensee (i.e. not an End User) is unsatisfied with the Software, the Licensee can terminate the use of Software granted under this Agreement within 30 calendar days from the Effective Date stated in the PO and receive a refund of the License Fee as agreed in the PO between the Parties (“**Money Back Guarantee**”). Only the first purchase of the Software's license by the Licensee is eligible for the Money Back Guarantee. For avoidance of any doubts, Integration Package fees, Support Fees for the first month and/or Cloud Infrastructure costs are non-refundable. The Licensor reserves the right to not issue the refund on Money Back Guarantee basis if the Licensee breached any of its representations, warranties and/or obligations under this Agreement. Once the refund is initiated, Licensee is obligated to terminate the use of Software and delete all related files, materials and/or documentation made available by Licensor. Any further use of the Software will be regarded as unauthorized. Money Back Guarantee payment shall be made within 30 calendar days from the date of Money Back Guarantee request made by the Licensee in the currency established in the PO.

The request to exercise the right under this Section “Money back guarantee” shall be submitted in writing to Licensor's contact email as specified in the PO Section titled “Notices”.



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**These Specific Terms are agreed and accepted by Licensee:**

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

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

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

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



## **EXHIBIT A**

**Due to the rapid development of the Software, this list is not exhaustive and may be updated by Licensor from time to time**

### **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**

Cat-BM has distinct processes of release management: the core platform and various blockchain protocols supplied by external vendors. As it is possible to understand, the evolution of some of the components that compose Catalyst Blockchain Manager depends on external parties’ release management. Licensor’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) the general availability of Catalyst Blockchain Manager. At its core, the Licensor aims to always offer a stable version of Catalyst Blockchain Manager to the Licensee, and this is taken into consideration with the Software release management.

#### **The core platform**

The core platform of Catalyst Blockchain Manager will benefit from periodic updates not directly related to the protocols it supports. The updates planned to be included in each next release for this stream will be communicated to the Licensee in advance.

#### **External components**

Cat-BM is compliant with Long Term Support (LTS) provided by external blockchain protocols vendors/suppliers. Regardless of the type of the external protocol, a unified similar process applies.

The changes planned for the specific stream will be communicated in advance to any client, by clearly listing the features/patches that would be incorporated in the external component of Catalyst Blockchain Manager. Within the meaning of this Section, Licensor will reasonably guarantee the continuity of Catalyst Blockchain Manager to Licensee’s networks and applications.

Licensor is not responsible for the frequency and periodicity of updates to protocols owned by external vendors. For more detailed information regarding any planned releases and/or updates, please contact us via Support Desk or an external vendor directly.

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

Licensor 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.

Licensor 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 the Licensor’s professional services team and shall be paid separately by Licensee. Additionally, extended lifetime support services are available (i.e. until the “end of service life” of the Software). The Support Fee and License Fee associated hereto are to be decided upon between the Licensor and Licensee in the PO.

Any maintenance releases (PATCH releases) made generally available should be installed by Licensee as soon as reasonably possible. Any version of the Software that falls under Support from the Licensor 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 Licensee 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 SLA for specific timelines on issue resolution times.