

## ADDITIONAL USE LICENSE AGREEMENT

This Business LICENSE AGREEMENT (“**Agreement**”) is made as of the date of acceptance of the Licence by the Licensee (the “**Effective Date**”), by and between Obol GmbH, a Swiss corporation with offices at Baarerstrasse 10, CH-6300 Zug Switzerland (“**Obol**”) and the party identified as having accepted the License (“**Licensee**”). Any capitalized term used herein shall have the meaning given it in the attached Standard Terms and Conditions.

BY ACCEPTING THESE TERMS YOU AGREE TO THIS ADDITIONAL USE LICENSE INCLUDING WITHOUT LIMITATION THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO AND ALL EXHIBITS THERETO.

Once signed, any reproduction of this Agreement, or any attachment or exhibit hereto, made by reliable means (for example, photocopy) is considered an original and all Licensed Technology ordered or used under this Agreement will be subject to it.

## STANDARD TERMS AND CONDITIONS

**1. DEFINITIONS.** As used in the Agreement and any Exhibit hereto:

**1.1 “Documentation”** means the user manuals provided to Licensee along with the Licensed Technology available at <https://docs.obol.tech>.

**1.2 “Fees”** means, collectively, the fees set forth in the applicable Exhibit(s) attached hereto.

**1.3 “Intellectual Property Rights”** mean collectively, any and all now known or hereafter known tangible and intangible intellectual property rights or similarly protected rights in any country, now or in the future, whether or not registered or perfected, and whether arising by operation of law, contract, license, or otherwise, of technical information, data and processes whether tangible or intangible, including, without limitation: (i) copyrights, inventor certificates, and other rights associated with works of authorship throughout the world, including but not limited to, copyrights and moral rights (including the right of an author to be known as the author of a work); (ii) know-how and trade secret rights; (iii) patent rights; (iv) rights related to designs, algorithms, semiconductor mask work rights; (v) trademark rights, trademark and service mark rights (whether arising under common law or registered under state or federal law), trade names, and brand names and similar rights; and (vi) to the extent applicable, all registrations, initial applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues hereof now or hereafter in force, including any rights in any of the foregoing.

**1.4 “Licensed Technology”** means the Obol Protocol (as identified on the cover page attached hereto) which incorporates or utilizes the software known as Charon and Obol Splits which is licensed by Obol Labs to the Obol Association and sub licensed by the Obol Association to Obol, and any modified, updated or enhanced versions of such programs or modules that Obol may provide to Licensee pursuant to this Agreement and any other client implementation as may be advised by Obol to Licensee from time to time.

**1.5 “Permitted Use”** means the use of the Licensed Technology on an unlimited number of distributor validators in a production network upon payment of the fees set forth in the Exhibit hereto.

**1.6 “Reward”** means any compensation awarded or provided to Licensee by the Ethereum network, or any third-party services that operate validators on the Ethereum network, in connection with Licensee’s operation of distributed validators via or in connection with the Licensed Technology.

## **2. LICENSE GRANT AND OTHER RIGHTS.**

**2.1 License Grant.** Subject to the terms and conditions of this Agreement, Obol grants to Licensee, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable worldwide license to reproduce, execute, run, modify and use the Licensed Technology, in object code and source code form, solely for in accordance with the Permitted

Use, and in accordance with the Documentation and the limitations as set forth herein.

**2.2 Restrictions On Use.** Except as expressly permitted by this Agreement, Licensee agrees that Licensee shall not permit any third party to (a) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Licensed Technology; (b) use the Licensed Technology for any illegal purpose, including without limitation, money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the blockchain or Licensed Technology; or (c) otherwise use or copy the Licensed Technology except as expressly permitted hereunder. Licensee shall notify Obol of any unauthorized use or disclosure of the Licensed Technology.

**3. DELIVERY, ACCEPTANCE AND INSTALLATION.** Obol will deliver the Licensed Technology electronically only. The Licensed Technology will be deemed accepted upon delivery. Licensee is responsible for installing the Licensed Technology in accordance with the Documentation and the installation instructions provided by Obol to Licensee unless the parties execute a separate agreement for Obol’s provision of installation services.

**4. NO SUPPORT.** Unless otherwise agreed to by Obol in writing, this Agreement does not include the provision of any support services by Obol. Licensee may access the Documentation and FAQs made available by Obol at <https://docs.obol.tech>.

## **5. FEES AND PAYMENT.**

**5.1 Fees and Payment Terms.** The license Fees and payment terms related thereto for the Licensed Technology are set forth in the applicable exhibits attached hereto. All Fees are non-refundable and shall be deducted from Rewards automatically using the splitter contracts known as [Obol Splits](#). Licensee shall not attempt to amend or evade or otherwise interfere with the operation of the splitter contracts embedded in the Licensed Technology which shall be coded to reflect the license fees as set forth in the exhibits hereto.

**5.2 Taxes.** Fees exclude, and Licensee will make all payments of the Fees to Obol free and clear of, all applicable sales, use, and other applicable taxes and all applicable export and import fees, customs duties gas fees and similar charges. Licensee will be responsible for, and will indemnify and hold harmless Obol from, payment of all such sales, use and other applicable taxes (other than taxes based on Obol’s net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery or license of the Licensed Technology to Licensee.

**6. LICENSEE WARRANTIES.** Licensee represents and warrants to Obol: (i) there is no legal proceeding that relates to Licensee’s activities relating to the minting of NFTs or other token or digital asset, trading or blockchain technology related activities; (ii) Licensee has not failed to comply with, and has not violated, any applicable legal requirement relating to any blockchain technologies, token trading activities, or minting, purchasing or selling NFTs; and (iii) no investigation or review by any governmental entity is pending or, to Licensee’s knowledge, has been threatened against or with respect to

Licensee, nor does any government action or order prohibit Licensee or any of its representatives from engaging in or continuing any conduct, activity or practice relating to the Licensed Technology or Permitted Use. Further, Licensee represents and warrants that: (x) Licensee is sophisticated, experienced and knowledgeable in blockchain technology and matters relating to transactions involving the purchase and sale of digital assets and cryptocurrency; and (y) Licensee has conducted an independent investigation of the Licensed Technology and the matters contemplated by this Agreement, have formed its own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing and, in making the determination to use the Licensed Technology, Licensee has relied solely on the results of such investigation and such independent judgment. Without limiting the generality of the foregoing, Licensee understands, acknowledges and agrees that the legal requirements pertaining to blockchain technologies and digital assets generally are evolving, and Licensee has conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens may constitute securities under applicable legal requirements.

**7. DISCLAIMERS.** THE SOFTWARE IS BEING PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (ORAL OR WRITTEN). OBOL MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE LICENSED TECHNOLOGY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN AND THAT NO WARRANTIES ARE MADE HEREIN BY ANY OF OBOL’S SUPPLIERS. OBOL IS NOT RESPONSIBLE FOR ANY LOSSES OR HARMS SUSTAINED BY LICENSEE DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G. SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF OR INHERENT TO CRYPTOCURRENCY, NFTS OR BLOCKCHAINS.

**8. LIMITATION OF LIABILITY.** OBOL’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO OBOL UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM IS BROUGHT. IN NO EVENT WILL OBOL BE LIABLE FOR ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, ARISING FROM OR RELATING TO THE AGREEMENT HOWEVER CAUSED AND UNDER

ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF OBOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9. Proprietary Rights.** The Licensed Technology and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of Obol and its suppliers. All rights in and to the Licensed Technology not expressly granted to Licensee in this Agreement are reserved by Obol and its suppliers.

**10. TERM AND TERMINATION**

**10.1 Term.** The term of the Agreement will begin on the Effective Date and will continue for a period of 12 months (the “Initial Term”). Thereafter, this Agreement will automatically renew for successive thirty (30) days periods (each, a “Renewal Term” and together with the Initial Term, the “Term”), unless either party provides at least thirty (30) days written notice, prior to the expiration of the then-current term.

**10.2 Termination.** Either party may terminate the Agreement immediately by written notice if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof.

**10.3 Effects of Termination.** Upon termination of the Agreement for any reason: (a) any amounts owed to Obol under this Agreement before such termination or expiration will be immediately due and payable; (b) all license rights granted in the Agreement will immediately cease to exist; and (c) Licensee must promptly discontinue all use of the Licensed Technology, erase all copies of the Licensed Technology from Licensee’s computers, and return to Obol or destroy all copies of the Licensed Technology and Documentation on tangible media in Licensee’s possession.

**10.4 Survival.** Sections 1, 5, 7, 8, 9, 10, and 11 together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

**11. GENERAL**

**11.1 Compliance with Laws.** The Licensed Technology may be subject to export restrictions. Licensee will comply with all applicable export and import control laws and regulations in its use of the Licensed Technology and, in particular, Licensee will not export or re-export the Licensed Technology without all required government licenses and Licensee agrees to comply with the export laws, restrictions, national security controls and regulations of all applicable foreign agencies or authorities. By using the Licensed Technology, Licensee represents and warrants that it is not, and will not use the Licensed Technology on behalf of or for the benefit of any person that is, (i) located in a country that is subject to a U.S. Government or Canadian Government embargo or that has been designated by the U.S. Government or Canadian Government as a “terrorist supporting” country and/or (ii) listed on (X) any U.S. Government or Canadian Government list of prohibited or restricted parties, (Y) the OFAC Sanctioned Country List; or (Z) the Canadian Sanctioned Country List. Licensee shall not allow the Licensed Technology to be used to accept deposits from US users. Licensee acknowledges that Obol GMBH may, as a condition of using the Licensed Technology, require Licensee to provide or confirm certain identifying and other personal information in relation to users such as full legal name, residential address, email address,

phone number, date of birth, taxpayer identification number, and identifying documents such as a driver's license or passport. Licensee will defend, indemnify, and hold harmless Obol GMBH from and against breach by the Licensee of this clause and any violation of such laws or regulations by Licensee or any of its agents, officers, directors, or employees.

**11.2 Assignments.** Except as expressly authorized, neither party may assign or transfer, by operation of law or otherwise, any of its rights under the Agreement (including its licenses with respect to the Licensed Technology) to any third party. Any attempted assignment or transfer in violation of the foregoing will be null and void. Obol shall have the right to assign this Agreement to any affiliate or successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

**11.3 Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terror, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

**11.4 Notices.** All notices or demands required hereunder shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, or by overnight express service, e.g., Federal Express or Airborne Express, to the appropriate party at the address stated above, his or her successor, or other designee or officer of the party. Any notice or demand mailed as aforesaid shall be deemed to have been delivered on the date of delivery or refusal, as the case may be, set forth on the return receipt.

**11.5 Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of Switzerland, without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in courts located in Zug, Switzerland, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

**11.6 Remedies.** Except as provided in Sections 8, 9 the parties' rights and remedies under the Agreement are cumulative. Licensee acknowledges that the Licensed Technology contains valuable trade secrets and proprietary information of Obol, that any actual or threatened breach of Section 2 will constitute immediate, irreparable harm to Obol for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, Licensee agrees to waive any bond that would otherwise be required.

**11.7 Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.8 Severability.** If any provision of the Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**11.9 Entire Agreement.** This Agreement and the exhibits hereto, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Obol and Licensee by their duly authorized representatives.

**EXHIBIT A**  
**FEES**

**1. LICENSE FEES PERTAINING TO OBOL PROTOCOL.**

Licensee's use of the Obol Protocol in accordance with the terms of this Agreement, for the Initial Term will be 1% of the Total Rewards earned or accrued by the Licensee for using the Licensed Technology. After the Initial Term the Licence Fee for the Renewal Term shall be the 1% of Rewards earned or accrued by the Licensee for using the Licensed Technology or such other amount as may be advised in writing by Obol to the Licensee.

All Fees shall be payable via Obol Splits to such account as Obol may designate (eth:0xDe5aE4De36c966747Ea7DF13BD9589642e2B1D0d) and shall be due forthwith when Rewards are earned.