

Evernode Software License Agreement

This document sets out the terms on which Evernode Labs licenses the Evernode Software to Hosts and Users for Legitimate Evernode Network Purposes.

1. Definitions

1.1 In this licence:

- (a) **Active Host** means: a Registered Host regarded as active and reliable by the Registry Hook.
- (b) **EL** means: Evernode Labs Pty Ltd ACN 645 920 690, an Australian incorporated private company and the owner of the intellectual property rights to the Evernode Software.
- (c) **Evernode GitHub** means the following GitHub: *EvernodeXRPL* - or such other code repository as nominated by EL from time to time as the canonical repository of the Evernode Software code base.
- (d) **Evernode Hooks GitHub** means the following GitHub: *EvernodeXRPL/evernode-hook* - or such other code repository as nominated by EL from time to time as the canonical repository of the Evernode Hooks code.
- (e) **Evernode Hooks Software** means: all versions of the Evernode Hooks software code available from the Evernode Hooks GitHub
- (f) **Evernode Network** means: the public network comprised of all of Registered Hosts, the canonical registry of which is published and maintained by the Registry Hook.
- (g) **Evernode Software** means: all versions of the software binaries for Sashimono and HotPocket (including Docker images and "npm packages"), plus all other software code and associated documentation developed by or on behalf of EL and published in the Evernode GitHub, but excluding the Evernode Hooks Software which is subject to a separate licence arrangement.
- (h) **Host** means: a computer running the Evernode Software and, where context permits, includes the legal owner of that machine.
- (i) **HotPocket** means: the consensus engine software developed by EL known as HotPocket that is provided as Docker image on the installation of Sashimono and is described more fully in the Evernode Whitepaper 2.0 published by EL on 20 November 2023 (available from Evernode.org).

- (j) **Legitimate Evernode Network Purposes** means any of the following:
- (i) Being a Registered Host: Downloading the Evernode Software from the Evernode GitHub and running it on a Registered Host with the good faith intention of that Host being a suitable and reliable host for dApps for any lawful purpose.
 - (ii) Preparing to be a Registered Host: Downloading the Evernode Software from the Evernode GitHub and running it on a Host with the good faith intention of that Host becoming a Registered Host that is suitable and available to host dApps for any lawful purpose.
 - (iii) Evaluating Whether to Become a Registered Host: Downloading the Evernode Software from the Evernode GitHub and running it on a Host for the purpose of evaluating or testing the suitability of the Evernode Software or determining whether to become a Registered Host.
 - (iv) Developing Evernode dApps: Downloading the Evernode Software from the Evernode GitHub and running it on a Host for the purpose of evaluating, testing, or developing a dApp to be deployed to the Evernode Network for any lawful purpose.
 - (v) Deploying Evernode dApps: Deploying an instance of a software application to a hosting slot on a Host.
 - (vi) Using Evernode dApps: Interacting with an instance of a software application deployed to a hosting slot on a Host.
- (k) **Registered Host** means: a Host registered with the Registry Hook as evidenced by a Registration NFT linked to an r-address on the Xahau Network and, where context permits, includes the legal person that owns that Host.
- (l) **Registry Hook** means: the Hook (a form of "lite" smart contract native to the Xahau Network - ID 21337) installed on address *rmv53yu8Wid6kj6AC6NvmiwSXNxRa8vTH* on the Xahau Network that controls the issuing and redemption of Registration NFTs for the Evernode Network.
- (m) **Sanctioned Entity** means: any person or entity based in North Korea, Russia, Venezuela, Cuba, Iran, Syria or any other entity or person, or class of entities or people, listed in the ReadMe of the Evernode GitHub.
- (n) **Sashimono** means: the cloud hosting software developed by EL known as Sashimono (described more fully in the Evernode Whitepaper 2.0 published by EL on 20 November 2023 (available from Evernode.org)
- (o) **User** means: anybody who uses or purports to use the Evernode Software under this Licence for any of the Legitimate Evernode Network Purposes.

2. Licence

- 2.1 EL grants a perpetual, non-exclusive, world-wide, licence to use the Evernode Software for Legitimate Evernode Network Purposes.

- 2.2 Registered Hosts must pay a one-time licence fee of 5 Evers (or such other amount, if any, enforced by the Registry Hook from time to time) to EL for each registration with the Registry Hook, but no licence fee is payable in respect of any other Legitimate Evernode Network Purposes.
- 2.3 All other intellectual property rights are reserved by EL and do not form part of this Licence.
- 2.4 No licence is granted for any unlawful or fraudulent purpose, act, or scheme.
- 2.5 No licence is granted to anybody who is not a User or to anybody who is a Sanctioned Entity.
- 2.6 EL may enforce, or not enforce, this Licence by any lawful means, in its absolute discretion, including by asking, lobbying, or otherwise procuring the Registry Hook to revoke a Host's membership of the Evernode Network by revoking or redeeming the relevant Registration NFT.

3. No Warranties

- 3.1 To the full extent permitted by law, the Evernode Software is provided under this License on an "as is" basis, without warranty of any kind, either expressed, implied, or statutory, including, without limitation, warranties that it is free of defects, merchantable, fit for a particular purpose or non-infringing.
- 3.2 This disclaimer of warranty constitutes an essential part of this License, and no use of the Evernode Software is authorized under this License except under this disclaimer.

4. Special Conditions for Hosting Relationships

- 4.1 It is a fundamental term of this Licence that anybody using the Evernode Software acknowledge and agree that, unless otherwise agreed between the owner of the Registered Host and another User, Registered Hosts offer hosting on their machines according to the default principles in Attachment A below.

5. Limitation of Liability

- 5.1 To the full extent permitted by law, in no event will EL, the authors, or copyright holders of the Evernode Software be liable for any claim, damages or any other liability, whether in an action of contract, tort, law, equity, or otherwise, arising from, out of or in connection with the software or the use or other dealings in the Evernode Software.
- 5.2 The limitation in clause 5.1 includes, but is not limited to, damages of any kind (whether incidental, consequential, direct, or indirect) and however arising, including from lost or damaged data, revenue loss, or financial loss.
- 5.3 Any liability of the authors or copyright holders of the Evernode Software to any User is limited to refunding the amount (if any) paid directly by that User to EL for the licence of the Evernode Software, and if that payment was in digital currency, it is acknowledged and accepted that the refund will also be in that digital currency.

6. Indemnity

- 6.1 Each user of the Evernode Software indemnifies and holds harmless EL, its officers and employees against any injury, loss, damage, or other liability arising from any use of the Evernode Software or from any breach of this Licence, except for injury, loss, damage, or other liability resulting directly from EL's wilful negligence or misconduct.

7. Governing Law

- 7.1 The Laws applicable in the Australian Capital Territory govern this Licence.
- 7.2 The Licence is only offered on the basis that all parties (EL and anybody using the Evernode Software under this Licence) submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory (including, for the avoidance of doubt, the Federal Court of Australia sitting in the ACT) and any courts competent to hear appeals from those courts.

8. Auto-update Service

- 8.1 EL may offer an auto-update service to automatically update the Evernode Software on Host machines when new versions become available.
- 8.2 Any update service is:
- (a) Not available to anybody not licensed to use the Evernode Software.
 - (b) Entirely voluntary and offered only as a convenience.
 - (c) Used at the Host's own discretion and risk.
 - (d) Subject to termination at any time by EL for any reason, or no reason, and with or without notice.
 - (e) Provided on the same terms and conditions as this Licence, including as to warranties, limitations of liability and indemnities.
- 8.3 EL makes no warranty that any auto-update is suitable for any Host and its specifications or any of the dApps being hosted on the Host.

ATTACHMENT A - DEFAULT EVERNODE HOSTING PRINCIPLES

Background: Registered Hosts make available Lease NFTs, which give holders the ability to upload code instances to hosting "slots" in exchange for a fee paid in Evers. Evers may have no extrinsic worth. The point of the Evernode Network is to host dApps on multiple Hosts so that one Host's refusal or failure to provide hosting doesn't matter so much to the performance or persistence of the dApp.

Licence Applies: All parties acknowledge and agree the Evernode Software Licence Agreement (available from GitHub: EvernodeXRPL) applies and binds them.

No Contract - Hosts and Users: There is no binding contractual relationship created between a Registered Host and the holder of a Lease NFT or any other User. Unless otherwise agreed in writing, no Host is responsible or liable to any person in any way for the failure of a dApp to perform as desired or at all. Registered Hosts may refuse to honour a Lease NFT for any reason or for no reason, without refund.

Best Endeavours Only: Registered Hosts do not promise services of any particular standard or availability, or any availability at all, and any services Registered Hosts do provide are strictly on a "best endeavours" basis.

Sole Remedy: If a Registered Host does not honour a Lease NFT, the sole "remedies" are to resell the Lease NFT, cease paying any Evers, and/or to find an alternative Registered Host.

No Liability: To the fullest extent permitted by law, Registered Hosts offer no warranty, and deny any liability, in respect of their hosting. To the extent Hosts have any liability to is limited to refunding the Evers (if any) paid.

Fraud and Contracts Excepted: Despite the above, Hosts are always liable for any fraud and for any breach of any written contract they sign with a User outside these default terms.

Privacy: Registered Hosts will not use, store, or reveal any personal information, except as necessary to provide hosting to dApps (on a public blockchain network) or as required by law.