

**Last Updated: September 23, 2022**

THIS CORDA PRE-RELEASE SOFTWARE LICENSE AGREEMENT (THIS “**AGREEMENT**”) IS ENTERED INTO BY AND BETWEEN R3 LLC, A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE (“**R3**”) AND YOU (THE “**LICENSEE**”) AS OF THE DATE THAT YOU CLICK THE “I AGREE” BUTTON BELOW (THE “**EFFECTIVE DATE**”). THIS IS A LEGAL AGREEMENT BETWEEN YOU AND US, SO PLEASE READ IT CAREFULLY. BY CLICKING THE “I AGREE” BUTTON BELOW, YOU AGREE TO THESE TERMS.

SOME WORDS IN THIS AGREEMENT ARE CAPITALIZED WHEN GRAMMATICAL RULES WOULD NOT REQUIRE. THESE WORDS HAVE, IN THEIR SINGULAR AND PLURAL FORMS, THE MEANINGS GIVEN TO THEM IN THE SECTION IN WHICH THEY FIRST APPEAR OR IN SCHEDULE A (DEFINITIONS).

## **1 Licensed Software.**

1.1 Software Subject to Preview License. The software subject to this Agreement consists of the Corda Pre-Release Software, in Object Code form only (the “**Licensed Software**”).

1.2 Term and Termination. The term of the Agreement will commence on the Effective Date and will remain in effect until the earlier of: (i) six (6) months from the Effective Date, or (ii) the date that R3 makes Corda version 5.0 generally available to its customers (the “**Term**”), unless earlier terminated pursuant to Section 13 (Termination).

## **2 License Grant.**

2.1 Corda Pre-Release Software. Subject to the terms, conditions and restrictions set forth in this Agreement, R3 hereby grants to Licensee, and Licensee hereby accepts, a worldwide, revocable, non-exclusive, non-sublicensable, non-transferable, right during the Term, solely to (a) internally test and evaluate Corda Pre-Release Software; (b) use the features and functions of Corda Pre-Release Software to develop and test Licensee CorDapp(s); and (c) use the Documentation for Corda Pre-Release Software, in order to satisfy its own internal requirements and to make a reasonable number of copies thereof in connection with the foregoing. For the avoidance of doubt, Licensee shall not use the Licensed Software in a production setting.

## **3 License Restrictions.**

3.1 Licensee will not provide or otherwise make available, directly or indirectly, the Licensed Software or any parts thereof or the Documentation in any form, to any Person. Furthermore, Licensee will not directly or indirectly, whether through Licensee, any Affiliate, or any other Person do any of the following: (a) use the Licensed Software other than solely in accordance with the license as set forth in Section 2 (License Grant) above; (b) license, sublicense, loan, assign, sell, rent, resell, lease, transmit, distribute or otherwise transfer Licensee’s rights under this Agreement or use or permit the use of the Licensed Software to provide service bureau, timeshare, outsourcing or other similar services or otherwise market or commercially exploit the Licensed Software or in any way allow any Person to use or benefit from the Licensed Software; (c) copy, reproduce, publish, reverse engineer, disassemble, reverse assemble, convert, translate, merge, decompile, create derivative works from, or attempt to create, generate or access Source Code from the Licensed Software or Documentation; (d) adapt, modify or replicate any features, functions, integrations, or interfaces of the Licensed Software or any portion thereof; (e) remove, destroy, modify, conceal, manipulate or obscure proprietary rights notices placed upon or within the Licensed Software, Documentation, or any other related materials; (f) circumvent, interfere with, disrupt or disable any security or other technological features or measures of the Licensed Software; (g) modify or alter the tables or files in the Licensed Software; or (h) combine the Licensed Software with any Publicly Available Software in any manner that 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.

3.2 Technical and Policy-Implemented Limitations. Licensee will comply with the technical and policy-implemented limitations set forth in the Documentation, including in connection with developing and implementing Licensee CorDapp(s).

## **4 Upgrades; Adaptations and Modifications.**

4.1 R3 may provide Licensee with access to Upgrades together with any updated Documentation issued in connection with the foregoing.

4.2 R3 assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Licensed Software if Licensee has made or implemented changes to the system hardware/software configuration inconsistent with the Documentation. Licensee expressly acknowledges that (i) Upgrades may change the functionality of the Licensed Software and integration with other systems, and may not be backward compatible with earlier versions of the Licensed Software; and (ii) R3 is not obligated to provide a

migration path from the Licensed Software to the general release version of Corda version 5.0.

**5 No Support Services.** No support services are provided under this Agreement.

**6 Audit.** R3 or an auditor acting on its behalf, may, upon advance written notice of at least fifteen (15) calendar days to Licensee, audit Licensee with respect to the use of the Licensed Software. Such audit may be conducted by R3 submitting questions for full and complete response by Licensee (including copies of relevant documentation (subject to reasonable provisions to protect confidentiality)), and reasonable cooperation to facilitate the accurate and successful completion of each such audit. Any audit report will be considered R3's Confidential Information. If an audit reveals that Licensee is using the Licensed Software in a manner that is in violation of the terms and conditions of the Agreement, Licensee shall pay R3's reasonable costs of conducting the audit. The parties acknowledge and agree that the rights and remedies provided in this Section will be in addition to, and not exclusive of, any rights or remedies to which R3 may be entitled under the Agreement or at law or in equity.

**7 Ownership: Rights in Licensed Software.** The Licensed Software and the Documentation, including all Intellectual Property, title and interest therein, and all Upgrades and other Adaptations and Modifications of or to the foregoing, are owned or licensed by, and are proprietary to, R3. Except as expressly provided in this Agreement, R3 grants no rights or licenses under this Agreement whatsoever in or to the Licensed Software or the Object Code or Source Code therein. All rights and licenses to the Licensed Software not expressly granted herein are hereby reserved by R3. No title to or ownership of any Licensed Software or Source Code or proprietary rights related to the Licensed Software or Documentation or any related materials is transferred to Licensee under this Agreement.

**8 No Fees.** There is no charge for the Licensed Software during the Term of this Agreement.

**9 Confidentiality.**

9.1 All confidential, non-public information Licensee receives from R3 pursuant to this Agreement, including software and information relating to products, pricing, Intellectual Property, business strategies (including the existence of, the terms of and its position in any dispute in relation to this Agreement), employees, officers, contractors and agents and customers ("**Confidential Information**"), will be held in confidence and only be used strictly in accordance with this Agreement and not for any other purposes and will not, without the express written consent of R3, be used or disclosed except to those of Licensee's employees who are bound to substantially similar obligations of confidentiality and have a need to know. Licensee will be responsible and liable for the acts and omissions of its employees to the same extent as if performed by Licensee. In any case, Licensee shall exercise at least the same standard of care to protect such information from unauthorized disclosure or use as it uses to protect its own confidential information of a similar nature, which in no event shall be less than reasonable care. For the avoidance of doubt, Licensee shall not disclose the results of any of the Licensed Software's benchmark tests to any third party without R3's prior written consent. Information which (a) is in the public domain at the time of its disclosure by R3 or thereafter; (b) was properly in Licensee's possession prior to such disclosure by R3; or (c) was disclosed to Licensee by a third party who did not obtain such information, directly or indirectly, from R3 subject to any confidentiality obligation, will not be considered Confidential Information under this Agreement. Notwithstanding the confidentiality obligations under this Agreement, Licensee is free to make disclosure of any Confidential Information in a judicial, legislative, or administrative investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted by law, Licensee provides to R3 prior written notice of the intended disclosure to enable R3 the reasonable opportunity to contest or limit such disclosure (including reasonable assistance at R3's expense) or, if prior written notice is not permitted, prompt notice of such disclosure. Licensee acknowledges that the disclosure of Confidential Information may cause irreparable injury to R3. Therefore, R3 is, upon a disclosure or threatened disclosure of any Confidential Information, entitled to seek injunctive relief. This provision shall not in any way limit such other remedies as may be available to R3 at law or in equity.

9.2 When Licensee submits, orally or in writing, feedback, suggestions, or recommended changes to any of R3's products and services, including new products, features or functionality, or any comments, questions, suggestions, or the like, including as reasonably requested by R3 from time to time ("**Feedback**"), Licensee acknowledges and agrees that R3 is free to use and exploit such Feedback (including making changes to existing or developing new products and services), without any attribution or compensation to Licensee, for any purpose whatsoever.

9.3 Nothing in this Agreement shall operate to give Licensee the right to use, and Licensee shall not use, any of R3's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features without R3's prior written consent.

**10 Representations and Warranties.**

10.1 Licensee hereby expressly represents and warrants to R3 that: (a) it has full power and authority to enter into and perform this Agreement; (b) the execution and delivery of this Agreement has been duly authorized; and (c) its performance under this Agreement does not breach any other agreement or legal document to which it is

bound or Applicable Laws.

10.2 Licensee represents and warrants that it will not use, and will not permit any other party to use, the Licensed Software in a manner that violates, or could cause R3 to violate, economic sanctions or export control laws or regulations of the United States, the European Union or any other jurisdiction, and agrees that Licensee is solely responsible for compliance with all such laws and regulations.

10.3 Licensee represents and warrants that it: (a) is not organized under the laws of, ordinarily resident in, or located in, a country or territory that is the target of a U.S. trade embargo (currently, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine) (a "**Prohibited Jurisdiction**"), (b) is not identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List (the "**SDN List**") or Foreign Sanctions Evaders List, the U.S. Department of Commerce's Denied Persons List or Entity List, or any U.S. Department of State proliferation-related list, and (c) is not owned 50% or more, individually or in the aggregate, by one or more persons on the SDN List.

10.4 Licensee represents and warrants that Licensee shall comply with all Applicable Laws in connection with its use of the Licensed Software.

**11 DISCLAIMER OF WARRANTIES.** THE LICENSED SOFTWARE IS NOT READY FOR GENERAL COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS, OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) THE LICENSED SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE", AND R3 EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR PURPOSE, SYSTEM INTEGRATION, OR WARRANTIES WITH RESPECT TO THE QUALITY, AND/OR PERFORMANCE OF, THE LICENSED SOFTWARE OR DOCUMENTATION, AND/OR THE ACCURACY OR RELIABILITY OF THE RESULTS THEREOF); AND (B) R3 DOES NOT REPRESENT, WARRANT OR PROVIDE ANY OTHER FORM OF GUARANTEE THAT THE LICENSED SOFTWARE WILL BECOME GENERALLY AVAILABLE, MEET LICENSEE'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE OR FREE OF HARMFUL COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY R3, ITS AGENTS, ITS THIRD PARTY SERVICE PROVIDERS, SUBCONTRACTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY, AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE WITH RESPECT TO R3. THE LICENSED SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT TO THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. R3 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. THIRD PARTY SOFTWARE MAY BE SUBJECT TO ADDITIONAL OR DIFFERENT WARRANTIES OR DISCLAIMERS AS SET FORTH IN ITS APPLICABLE LICENSE AND R3 MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SOFTWARE.

**12 LIMITATION OF LIABILITY; INDEMNIFICATION BY LICENSEE.**

12.1 R3 WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED REVENUE OR PROFITS, OR LOST OR INACCURATE OR CORRUPTED DATA OR LOST USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, OR LOSS OF BUSINESS EXPECTATIONS. R3 SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY CLAIMS, DEMANDS, COSTS, OR LIABILITIES OF ANY KIND WHATSOEVER ALLEGING THAT THE LICENSED SOFTWARE INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12.2 R3'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO USD \$50.00.

12.3 Licensee shall indemnify R3 against any damages, costs, or liability of any kind (including arising out of any third party claim) caused by, relating to or arising from (a) Licensee's use of the Licensed Software, (b) the use, download or access by any third party of any of Licensee's applications, or the inability of any third party to do the same, (c) the failure of any of Licensee's applications to properly interact with the Licensed Software, and (d) any claim that any of Licensee's applications or portion thereof infringes any Intellectual Property right of any third party.

**13 Termination.**

13.1 Termination. Either party may terminate this Agreement at any time by giving the other party thirty (30) days prior notice. R3 may terminate this Agreement immediately upon notice to Licensee if: (a) Licensee fails to comply with any material term or condition of this Agreement and such non-compliance is not corrected to R3's satisfaction within five (5) days after written notice of the non-compliance (unless such breach is incapable of being cured, in

which case R3 may terminate this Agreement immediately); or (b) Licensee is liquidated or dissolved, or becomes insolvent, or suffers a receiver or trustee to be appointed for it, or makes an assignment for the benefit of creditors or institutes or has instituted against it any proceeding under any law relating to bankruptcy or insolvency or the reorganization or relief of debtors.

13.2 **Effect of Termination.** If this Agreement is terminated by either party or expires pursuant to its terms, then (a) Licensee must immediately discontinue use of the Licensed Software and the Documentation; and (b) Licensee must return, destroy or erase all copies and embodiments of R3's Confidential Information and, upon the written request of R3, provide assurances (signed by an officer) that it has done so (other than as required by Applicable Law or for automatically generated short-term back-up purposes (other than software)); provided that, with respect to such retained Confidential Information retained Licensee will continue to be bound by the confidentiality obligations under this Agreement). Licensee may contact R3 directly at [sales@r3.com](mailto:sales@r3.com) for any further evaluation, development, or production licenses.

13.3 **Survival.** The following provisions of this Agreement shall survive the termination or expiration of this Agreement (in addition to any liability arising under this Agreement prior to such termination or expiration), and shall continue in full force and effect following such termination or expiration: Sections 3, 6, 7, 9, 11, 12, 13.2, 13.3, and 15-19.

14 **Assignment.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Licensee may not assign or transfer (whether by operation of law or otherwise) this Agreement (in each case, in whole or in part) or any of Licensee's rights or obligations thereunder. R3 may assign this Agreement (in whole or in part) and any of R3's rights or obligations under this Agreement, in R3's sole discretion.

15 **Governing Law and Venue.** This Agreement will be interpreted, construed, and governed by the laws of the State of New York, United States. Licensee agrees that the state or federal courts located in New York County, New York shall have sole and exclusive jurisdiction over any disputes or any application for equitable relief; any claim shall be brought only in federal or state courts located in New York County, New York, and each party expressly waives any claim that the jurisdiction of such court with respect to personal jurisdiction is improper or that the venue is inconvenient or improper. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO SUCH CONTROVERSIES. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. The prevailing party in any dispute is entitled to the recovery of reasonable legal fees and expenses.

16 **Miscellaneous.** Headings and captions are used for convenience of reference only. All notices to be provided by R3 under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service to the contact mailing address provided by Licensee to R3; or (b) electronic mail to the electronic mail address in connection with your execution of this Agreement. All notices to be provided by Licensee under this Agreement may be delivered in writing (i) by nationally recognized overnight delivery service to 1155 Avenue of the Americas, 34th Floor, New York, NY 10036, Attention: Legal; or (ii) electronic mail to [Legal@r3.com](mailto:Legal@r3.com). Waiver of a breach is not waiver of other or later breaches. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. Nothing in this Agreement is intended to create an agency, partnership, joint venture, or franchise between the parties and neither party has the authority to act in the name or on behalf of or otherwise to bind the other or to make representations on behalf of the other party or its products or services. In performing its obligations under this Agreement, each party is acting as an independent contractor of the other and is solely responsible for the supervision, daily direction, and control of its own employees and for the payment of their salaries and benefits and related compensation. References to days are references to calendar days unless otherwise specified. Except as set forth herein, there are no third party beneficiaries of this Agreement.

17 **Availability of Equitable Relief.** Licensee recognizes that the breach of the license restrictions set forth in Section 3 (License Restrictions) or the confidentiality provisions set forth in Section 9 (Confidentiality) could result in irreparable damage and harm to R3 (and its Affiliates) and R3 may be without an adequate remedy at law in the event of any such breach. Therefore, Licensee agrees that, if any of the foregoing provisions is breached or is threatened to be breached, R3 and/or its Affiliates may: (a) seek to obtain specific performance, (b) seek to enjoin any Person that has breached, or threatens to breach, any provision of Section 3 (License Restrictions) or Section 9 (Confidentiality) from engaging in any activity restricted by such provisions, and (c) pursue any one or more of the foregoing or any other remedy available to it under Applicable Laws. R3's seeking or obtaining any such relief shall not preclude R3 from obtaining any other relief to which R3 may be entitled.

18 **Export Controls and Sanctions.** Licensee acknowledges that software delivered to Licensee under this Agreement may be subject to export controls administered by the U.S. Department of Commerce's Bureau of Industry and Security (BIS) (including the U.S. Export Administration Regulations (EAR)) and trade and economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC)

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(collectively, “**U.S. Export Controls and Sanctions**”), and E.U. Regulation (EC) No 2021/821 (as amended) (Regulation 2021/821) and other U.K., U.S. and foreign export and import laws (“**Other Applicable Export Laws**”). Licensee agrees that the Beta Software may not be exported, re-exported or otherwise retransferred except in accordance with U.S. Export Controls and Sanctions, Regulation 2021/821 and Other Applicable Export Laws, including (a) absent appropriate authorization from the U.S. government: (i) into (or to a Person organized under the laws of, ordinarily resident in, or located in) a Prohibited Jurisdiction, or any other country that is the target of a U.S. or U.K. trade embargo; (ii) to any Person on the SDN List, or the Entity List or Denied Persons List administered by BIS, or to an entity 50% or more owned, directly or indirectly, by one or more Persons on the SDN List; (iii) for any purpose or end-use or to any Person that is otherwise prohibited by U.S. Export Controls and Sanctions, (b) absent appropriate authorization from the U.K. or other appropriate government: (i) into any country subject to European Union or U.K. sanctions or restrictive measures (including to a Person which is owned or controlled by one or more parties subject to European Union or U.K. economic sanctions/restrictive measures); (ii) either directly or indirectly to any Person listed as a party subject to European Union or U.K. economic sanctions/restrictive measures; or (iii) for any purpose or end-use that is prohibited by Regulation 2021/821 or Other Applicable Export Laws..

**19 Entire Agreement.** This Agreement together with its Schedule is the entire agreement between the parties with respect to the applicable subject matters under them and supersede all previous or contemporaneous written and verbal agreements or proposals relating to the same subject matter and cannot be modified except by written agreement executed by an authorized representative of each party referencing the specific provisions modified. Purchase orders or similar documents issued by Licensee or Licensee’s agents are void and of no effect. If Licensee’s procurement processes require use of an internal purchase order neither it nor its terms will supersede, replace, or amend this Agreement.

**20 R3 Privacy Policy.** Licensee acknowledges that except as described in this Agreement, the information Licensee provides to R3 or that R3 collects will be used and protected as described in the R3 Privacy Policy (<https://www.r3.com/privacy-policy>).

**21 Data Processing/Transfer.** If Licensee is established in the United Kingdom, a Member State of the European Economic Area, or Switzerland, the R3 HoldCo LLC Website Privacy Statement — Full Statement found at: <https://www.r3.com/full-privacy-policy> applies to the processing of any personal data.

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**If you have any questions concerning this Agreement, please contact us at: [legal@r3.com](mailto:legal@r3.com).**

**By clicking the “I Agree” button below, you agree that you have read, understand, and agree to be bound by terms and conditions of this Agreement, and you represent and warrant that if you are entering into this Agreement on behalf of an entity, you are duly authorized and empowered to enter into this Agreement on behalf of such entity.**

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## **SCHEDULE A**

### **DEFINITIONS**

For purposes of this Agreement, the following definitions apply to the extent applicable.

**“Adaptations and Modifications”** mean, with respect to any Intellectual Property, all modifications or derivative works thereof, developments therefrom or improvements or enhancements thereto.

**“Affiliate”** means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with, such Person.

**“Agreement”** has the meaning set forth in the preamble.

**“Applicable Law”** means, with respect to any Person in any jurisdiction, the laws, regulations, orders, rules, rulings, notices, judicial decisions, directions, requirements, requests, guidelines and/or codes issued by a Governmental Authority or regulatory or quasi- governmental authority, court or tribunal affecting or relating to any matter including but not limited to any matter covered by this Agreement and being in force during the Term of this Agreement.

**“Confidential Information”** has the meaning set forth in Section 9 (Confidentiality).

**“Control”** means (a) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting equity share capital of a specific Person or  
(b) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. **“Controlling”** and **“Controlled”** will have correlative meanings.

**“CorDapp”** means a uniquely marketed or distributed software application developed by Customer that leverages the Corda Pre- Release Software application programming interfaces (APIs) and depends on Corda Pre-Release Software for its execution.

**“Corda Pre-Release Software”** means the pre-public release version of R3’s distributed ledger platform software designed for demonstrative and informational use, licensed by R3 or an Affiliate thereof other than through an open source license.

**“Documentation”** means all design, operating and user documentation relating to the Licensed Software that is provided by R3 via <https://docs.corda.net/> or such other address as is notified by R3 to Licensee from time to time.

**“Effective Date”** has the meaning set forth in the preamble.

**“Feedback”** has the meaning set forth in Section 9.2.

**“Governmental Authority”** means any nation or government, any state or other political subdivision thereof, and any supra-national, governmental, federal, state, provincial, local governmental or municipal entity or authority and any self-regulatory organization or quasi- governmental organization exercising executive, legislative, judicial, regulatory or administrative functions or pertaining to government (including, in each case, any branch, department or official thereof).

**“Intellectual Property”** means any intellectual property or similar proprietary rights in any jurisdiction, whether registered or unregistered, including such rights in and to: (a) trademarks and pending trademark applications, trade dress, service marks, certification marks, logos, domain names, uniform resource locators, trade names and fictional business names, together with all translations, adaptations, derivations and combinations and like intellectual property rights, together with all goodwill associated with the foregoing, (b) issued patents and pending patent applications, and any and all divisions, continuations, continuations-in-part, reissues, renewals, provisionals, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights, inventions, invention disclosures, discoveries and improvements, whether or not patentable, (c) works of authorship, all copyrightable works (including software) and all copyrights including all applications, registrations and renewals thereof, and all rights corresponding thereto, (d) trade secrets (including those trade secrets defined in the U.S. Uniform Trade Secrets Act promulgated by the National Conference of Commissioners on Uniform State Laws in 1979, as amended and under corresponding foreign statutory and common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person, (e) mask works and (f) moral rights.

**“Licensed Software”** has the meaning set forth in Section 1.1 (Software Subject to Evaluation License).

**“Licensee”** has the meaning set forth in the preamble.

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**“New Version”** means a version of the Licensed Software containing Adaptations and Modifications that constitute a significant change or upgrade in the Licensed Software’s functionality.

**“Object Code”** means the executable version of a computer program resulting from the compilation, translation or processing of the Source Code by a computer into machine language or intermediate code, which is not convenient to human understanding of the program logic, but which is appropriate for execution or interpretation by a computer processor.

**“Other Applicable Export Laws”** has the meaning set forth in Section 18 (Export Controls and Sanctions).

**“Patch”** means an Adaptation and Modification to the Licensed Software intended to correct bugs, problems or errors, or to remove or protect against harmful code, computer viruses, worms, time bombs, logic bombs, Trojan horses, salamis, trap doors, backdoors, undocumented passwords, protect codes or other malicious computer instructions, or any devices or techniques that can, or are designed to, threaten, assault, vandalize, subvert, disrupt, damage, copy, misappropriate, disable or shutdown an IT system, a software program, or any component thereof, including its security or user data; including bug fixes, patches, hot fixes, and other revisions, so that the Licensed Software operates without reproducible failure and functions in material conformity with the specifications contained in the Documentation.

**“Person”** means a natural person, partnership, domestic or foreign limited partnership, domestic or foreign limited liability company, trust, estate, association, corporation, or any other legal entity, or Governmental Authority.

**“Prohibited Jurisdiction”** has the meaning set forth in Section 10.3.

**“Publicly Available Software”** means any software that is distributed as free software, open source software or similar licensing or distribution models.

**“R3”** has the meaning set forth in the preamble.

**“SDN List”** has the meaning set forth in Section 10.3.

**“Source Code”** means the set of instructions for a computer program, expressed in a high-level, non-machine language which is conducive to human understanding of a computer program’s logic, from which the Object Code is derived.

**“Term”** has the meaning set forth in Section 1.2 (Term and Expiration).

**“Upgrades”** means improvements and/or fixes to the Licensed Software comprising of New Versions or Patches that R3 makes available for general distribution from time-to-time at no additional charge to its customers.

**“U.S. Export Controls and Sanctions”** has the meaning set forth in Section 18 (Export Controls and Sanctions).