

MARS PROTOCOL WEB APPLICATION LICENSE AGREEMENT

*This Mars Protocol Web Application License Agreement (this “**Agreement**”) is a legally binding agreement with Delphi Labs Ltd., a British Virgin Islands company limited by shares (“**Licensor**”) pertaining to all software and technologies contained in this repository (whether in source code, object code or other form).*

YOU ARE NOT PERMITTED TO USE THIS SOFTWARE EXCEPT FOR PURPOSES OF FACILITATING USE OF THE DEPLOYED INSTANCE OF THE PROTOCOL THAT IS ENDORSED BY LICENSOR, UPON THE TERMS AND CONDITIONS SET FORTH BELOW.

YOU ARE NOT PERMITTED TO USE THIS SOFTWARE IN CONNECTION WITH FORKS OF THE PROTOCOL NOT ENDORSED BY THE LICENSOR, OR IN CONNECTION WITH OTHER PROTOCOLS.

1. RESERVATION OF PROPRIETARY RIGHTS.

Except to the extent provided in [Section 2](#) or [Section 5](#), as applicable:

- a. all intellectual property (including all trade secrets, source code, designs and protocols) relating to the Web Application has been published or made available for informational purposes only (e.g., to enable users of the Web Application to conduct their own due diligence into the security and other risks thereof);
- b. no license, right of reproduction or distribution or other right with respect to the Web Application or any other intellectual property is granted or implied; and
- c. all moral, intellectual property and other rights relating to the Web Application and other intellectual property are hereby reserved by Licensor (and the other contributors to such intellectual property or holders of such rights, as applicable).

2. LIMITED LICENSE.

Upon the terms and subject to the conditions set forth in this Agreement (including the conditions set forth in [Section 3](#)), Licensor hereby grants a non-transferable, personal, non-sub-licensable, global, royalty-free, revocable license in Licensor’s intellectual property rights relating to the Web Application:

- a. to each Authorized Site Operator, to run the Web Application for use by each Authorized User solely in connection with the Mainnet Smart Contracts (and not for any of the purposes described in [Section 3](#));
- b. to each Authorized User, to use the Web Application run by an Authorized Site Operator solely in connection with the Mainnet Smart Contracts (and not for any of the purposes described in [Section 3](#)); and
- c. to each Authorized Site Operator, to run the Web Application for testing purposes solely in connection with the Testnet Smart Contracts (and not for any of the purposes described in [Section 3](#));

“Authorized Site Operator” means a person who makes the un-modified Web Application available to persons in good faith on commercially reasonable terms for purposes of facilitating their use of the Mainnet Smart Contracts for their intended purposes and complies with the conditions set forth in [Section 3](#).

“**Authorized User**” means a person who uses the un-modified Web Application in good faith for purposes of using the Mainnet Smart Contracts for their intended purposes and complies with the conditions set forth in Section 3.

“**Web Application**” means the software at <https://github.com/mars-protocol/interface>, as it may be updated from time to time by Licensor.

“**Terra Core Nodes**” means, at each time, the internet-connected computers then running unaltered and correctly configured instances of the most up-to-date production release of Terra Core (the reference implementation of the Terra Protocol at <https://github.com/terra-money/core>).

“**Terra Mainnet**” means, at each time, the canonical blockchain and virtual machine environment of the Terra ‘mainnet’, as recognized by at least a majority of the Terra Core Nodes then being operated in good faith in the ordinary course of the network. On the date this Agreement were first published, the Terra mainnet was the network associated with ChainID ‘columbus-5’.

“**Terra Testnet**” means, at each time, the canonical blockchain and virtual machine environment of the Terra ‘testnet’, as recognized by at least a majority of the Terra Core Nodes then being operated in good faith in the ordinary course of the network. On the date this Agreement were first published, the Terra testnet was the network associated with ChainID ‘bombay-12’.

“**Mainnet Smart Contracts**” means the runtime object code deployed by Licensor to the Terra Mainnet addresses listed in the most recently JSON file at https://github.com/mars-protocol/changelog/blob/main/columbus-5/contract_addresses.json (as such file is updated from time to time) or such other deployed smart contracts as have been endorsed by Licensor as the “Mainnet Smart Contracts” for purposes of this Agreement.

“**Testnet Smart Contracts**” means the runtime object code deployed by Licensor to the Terra Testnet addresses listed in any of the JSON files at https://github.com/mars-protocol/changelog/blob/main/bombay-12/1.0.0/contract_addresses.json (as such file is updated from time to time) or such other deployed smart contracts as have been endorsed by Licensor as the “Testnet Smart Contracts” for purposes of this Agreement.

“**Endorsed Smart Contracts**” means the Mainnet Smart Contracts and the Testnet Smart Contracts.

3. **CONDITIONS/PROHIBITED USES.**

Notwithstanding Section 2, it is a condition precedent and condition subsequent of the licenses granted hereunder that the Web Application must **not** be used in connection with or in furtherance of:

- a. developing, making available, running or operating the Web Application for use by any person in connection with any smart contracts other than the Endorsed Smart Contracts;
- b. any device, plan, scheme or artifice to defraud, or otherwise materially mislead, any person;
- c. any fraud, deceit, material misrepresentation or other crime, tort or illegal conduct against any person or device, plan, scheme or artifice for accomplishing the foregoing;
- d. any violation, breach or failure to comply with any term or condition of this Agreement (including any inaccuracy in a representation of set forth in Section 4) or any other terms of service, privacy policy, trading policy or other contract governing the use of the Web Application or any Endorsed Smart Contract;
- e. any fork, copy, derivative or alternative instance of any Endorsed Smart Contract;
- f. any smart contract, platform or service that competes in any material respect with any Endorsed Smart Contract;

- g. any device, plan, scheme or artifice to obtain any unfair competitive advantage over Licensor or other persons with an economic or beneficial interest in the Mainnet Smart Contracts;
- h. any device, plan, scheme or artifice to interfere with, damage, impair or subvert the intended functioning of any Endorsed Smart Contract, including in connection with any “sybil attack”, “reentrancy attack”, “DoS attack,” “eclipse attack,” “consensus attack,” “reentrancy attack,” “griefing attack”, “economic incentive attack” or theft, conversion or misappropriation of tokens or other similar action;
- i. any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or other illegal, fraudulent, deceptive or manipulative trading activities ;
- j. any device, plan, scheme or artifice to unfairly or deceptively influence the market price of any token; or
- k. modifying or making derivative works based on the Web Application.

4. REPRESENTATIONS OF LICENSEES.

Each person making use of or relying on any license granted under Section 2 (each, a “*Licensee*”) hereby represents and warrants to Licensor that the following statements and information are accurate and complete at all times that such person makes use of or relies on the license.

- a. Status. If Licensee is an individual, Licensee is of legal age in the jurisdiction in which Licensee resides (and in any event is older than thirteen years of age) and is of sound mind. If Licensee is a business entity, Licensee is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, and has all requisite power and authority for a business entity of its type to carry on its business as now conducted.
- b. Power and Authority. Licensee has all requisite capacity, power and authority to accept this Agreement and to carry out and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding obligation of Licensee, enforceable against Licensee.
- c. No Conflict; Compliance with Law. Licensee agreeing to this Agreement and using the Web Application does not constitute, and would not reasonably be expected to result in (with or without notice, lapse of time, or both), a breach, default, contravention or violation of any law applicable to Licensee, or contract or agreement to which Licensee is a party or by which Licensee is bound.
- d. Absence of Sanctions. Licensee is not, (and, if Licensee is an entity, Licensee is not owned or controlled by any other person who is), and is not acting on behalf of any other person who is, identified on any list of prohibited parties under any law or by any nation or government, state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government such as the lists maintained by the United Nations Security Council, the U.S. government (including the U.S. Treasury Department’s Specially Designated Nationals list and Foreign Sanctions Evaders list), the European Union (EU) or its member states, and the government of a Licensee home country. Licensee is not, (and, if Licensee is an entity, Licensee is not owned or controlled by any other person who is), and is not acting on behalf of any other person who is, located, ordinarily resident, organized, established, or domiciled in Cuba, Iran, North Korea, Sudan, Syria, the Crimea region (including Sevastopol) or any other country or jurisdiction against which the U.S. maintains economic sanctions or an arms embargo. The tokens or other funds a Licensee use to

participate in the Web Application are not derived from, and do not otherwise represent the proceeds of, any activities done in violation or contravention of any law.

- e. No Claim, Loan, Ownership Interest or Investment Purpose. Licensee understands and agrees that the Licensee's use of the Web Application does not: (i) represent or constitute a loan or a contribution of capital to, or other investment in Licensor or any business or venture; (ii) provide Licensee with any ownership interest, equity, security, or right to or interest in the assets, rights, properties, revenues or profits of, or voting rights whatsoever in, Licensor or any other business or venture; or (iii) create or imply or entitle Licensee to the benefits of any fiduciary or other agency relationship between Licensor or any of its directors, officers, employees, agents or affiliates, on the one hand, and Licensee, on the other hand. Licensee is not entering into this Agreement or using the Web Application for the purpose of making an investment with respect to Licensor or its securities, but solely wishes to use the Web Application for their intended purposes. Licensee understands and agrees that Licensor will not accept or take custody over any tokens or money or other assets of Licensee and has no responsibility or control over the foregoing.
- f. Non-Reliance. Licensee is knowledgeable, experienced and sophisticated in using and evaluating blockchain and related technologies and assets, including the Terra Mainnet, Terra Testnet and "smart contracts" (object code deployed to the Terra Mainnet or Terra Testnet). Licensee has conducted its own thorough independent investigation and analysis of the Web Application and the other matters contemplated by this Agreement, and has not relied upon any information, statement, omission, representation or warranty, express or implied, written or oral, made by or on behalf of Licensor in connection therewith.

5. CHANGE LICENSE AFTER LICENSOR WEBAPP TERMINATION.

Effective for the duration of any Licensor WebApp Termination, the Licensor shall automatically be deemed to license the Web Application to the public under GNU General Public License v3.

"Licensor WebApp Termination" means that neither Licensor nor any Affiliate or successor or assign of Licensor or other person or group of persons endorsed for such purpose by Licensor can reasonably be expected to continue maintaining, updating and keeping publicly available the Web Application code base for use in connection with the Mainnet Smart Contracts.

6. RISKS, DISCLAIMERS AND LIMITATIONS OF LIABILITY.

THE WEB APPLICATION IS PROVIDED "AS IS" AND "AS-AVAILABLE," AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL LICENSOR OR ANY OTHER CONTRIBUTOR TO THE WEB APPLICATION BE LIABLE FOR ANY DAMAGES, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE OR INTELLECTUAL PROPERTY (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION), HOWEVER CAUSED OR CLAIMED (WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)), EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE

OR THE COPYRIGHT HOLDERS AND CONTRIBUTORS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7. GENERAL PROVISIONS

a. Governing Law.

This Agreement shall be governed by and construed under the internal laws of the British Virgin Islands, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

b. Dispute Resolution.

Licensee (i) hereby irrevocably and unconditionally submits to the jurisdiction of the relevant courts of the British Virgin Islands for the purpose of any dispute, suit, action or other proceeding arising out of or based upon this Agreement or the matters contemplated by this Agreement (“*Disputes*”), (ii) agrees not to commence any suit, action or other proceeding arising in connection with or based upon this Agreement or the matters contemplated by this Agreement except before the relevant courts of the British Virgin Islands, and (iii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court.

Each party will bear its own costs in respect of any Disputes.

Notwithstanding the foregoing, at the Licensor’s sole option and commencing within a reasonable period from the date of notification to the other party of such Dispute, any Dispute may be resolved by confidential, binding arbitration to be seated in the British Virgin Islands and conducted in the English language by a single arbitrator pursuant to the rules of the International Chamber of Commerce (the “*Rules*”). The arbitrator shall be appointed in accordance with the procedures set out in the Rules. The award or decision of the arbitrator shall be final and binding upon the parties and the parties expressly waive any right under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the arbitrator. The judgment of any award or decision may be entered in any court having competent jurisdiction to the extent necessary. If the Licensor elects to have a Dispute resolved by arbitration pursuant to this provision, no party hereto shall (or shall permit its representatives to) commence, continue or pursue any Dispute in any court.

Notwithstanding anything to the contrary set forth in this Agreement, the Licensor shall at all times be entitled to obtain an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions thereof, this being in addition to any other remedy to which the Licensor is entitled at law or in equity, and the parties hereto hereby waive the requirement of any undertaking in damages or posting of a bond in connection with such injunctive relief or specific performance.

EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE

SUBJECT MATTER OF ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

c. Class Action Waiver.

No Class Actions Permitted. All Licensees hereby agree that any arbitration or other permitted action with respect to any Dispute shall be conducted in their individual capacities only and not as a class action or other representative action, and the Licensees expressly waive their right to file a class action or seek relief on a class basis. LICENSEES SHALL BRING CLAIMS AGAINST LICENSOR ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Agreements if Class Action Waiver Unenforceable. If any court or arbitrator makes a final, binding and non-appealable determination that the class action waiver set forth herein is void or unenforceable for any reason or that a Dispute can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void with respect to any Dispute that would thus be required to be resolved by arbitration on a class basis, and the parties shall be deemed to have not agreed to arbitrate such Dispute. In the event that, as a result of the application of the immediately preceding sentence or otherwise, any Dispute is not subject to arbitration, the parties hereby agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in the British Virgin Islands and to accept service of process by mail with respect to such Dispute, and hereby waive any and all jurisdictional and venue defenses otherwise available with respect to such Dispute.

d. Amendment; Waiver.

This Agreement may be amended and provisions may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Licensor.

e. Severability.

Any term or provision of this Agreement that is found invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the

parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

f. Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, warrants, agreements, understandings, duties or obligations between or involving the parties with respect to the subject matter hereof.

g. Delays or Omissions.

No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such non-breaching or non-defaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

h. Successors and Assigns.

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. This Agreement shall have no third party beneficiaries.

i. Rules of Construction.

Gender; Etc. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

Ambiguities. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

No Limitation. As used in this Agreement, the words “include,” “including,” “such as” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.” The word “or” shall mean the non-exclusive “or”.

References. Except as otherwise indicated, all references in this Agreement to “Sections,” “Schedules” and “Exhibits” are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement.

Hereof. The terms “hereof,” “herein,” “hereunder,” “hereby” and “herewith” and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

Captions/Headings. The captions, headings and similar labels contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

Person. The term “person” refers to any natural born or legal person, entity, governmental body or incorporated or unincorporated association, partnership or joint venture.