

Keeta Token Network Community License (v1.0)

Effective Date: March 31, 2025

This License governs use of the Keeta Token Network during its testnet phase. The License is versioned and may be updated, amended, or replaced by the Keeta Token Team at its sole discretion, including upon the release of the mainnet version of the Keeta Token Network.

Works created by You under a prior version of this License will continue to be governed by the version in effect at the time of their creation, unless not in direct conflict with an amended version, in which case the most recent non-conflicting amended version shall apply. You are responsible for reviewing updated versions of the License, which will be published at <https://keeta.com/license.pdf>.

By continuing to use the Keeta Token Network following publication of an updated License, You agree to be bound by its terms.

Background

Keeta, Inc. (the “Keeta Blockchain Team”) has granted Keeta Token Genesis LLC (the “Keeta Token Team”) an exclusive, worldwide, perpetual, sublicensable, transferable, and royalty-free license to use the Keeta Network for the purpose of launching and operating the Keeta Token (\$KTA) (the “Keeta Token Network”).

The Keeta Blockchain Team will continue to develop and improve its blockchain technology and will provide the Keeta Token Team with relevant updates, upgrades, releases, and other modifications necessary for the effective operation and growth of the Keeta Token Network.

The Keeta Token community is encouraged to use the Keeta Token Network to develop beneficial use cases for the Keeta Token. Community members are free to copy, modify, and enhance the Keeta Token Network in pursuit of this goal.

Both the Keeta Blockchain Team and the Keeta Token Team are committed to realizing Keeta’s vision of becoming the trusted base layer for global payments. As such, both teams reserve the right to take appropriate measures to discourage or prevent any use of the Keeta Network that may harm the Keeta Token community or impede the adoption of the Keeta Network by payment providers and their customers.

Anyone seeking to use the Keeta Network for purposes unrelated to the Keeta Token Network must contact the Keeta Blockchain Team to obtain appropriate licensing terms.

Terms

This Keeta Token Network Community License (the “License”) is entered into and made effective as of March 31, 2025 (the “Effective Date”), by and between:

Keeta Token Genesis LLC, a Wyoming limited liability company, referred to herein as the “Licensor” or the “Keeta Token Team”, and

Any individual or entity that downloads, accesses, uses, copies, modifies, sublicenses, or distributes the Licensed Materials (as defined below), referred to herein as “You” or “Your” (You and Licensor, each a “Party,” and together the “Parties”).

You agree that Licensor shall have the sole right to amend, restate, and replace this License. No portion of such an amendment, however, shall apply retroactively to Your prior use of the Licensed Materials if it is in direct conflict with an explicit term in effect at the time of Your prior use.

1. Definitions

- **“Licensed Materials”**: The Keeta Token Network, SDK, tools, APIs, and related documentation.
- **“Permitted Use”**: Any use of the Licensed Materials that promotes, supports, develops, tests, or operates use cases for the benefit of the Keeta Token Network.

2. License Grant

Subject to the terms and conditions of this License, the Keeta Token Team grants to You a **worldwide, royalty-free, non-exclusive, and sublicensable** license to:

- Use the Keeta Token Network and SDK;
- Copy and modify the Licensed Materials;
- Create derivative works based on the Licensed Materials;
- Distribute and share such modifications and derivatives;
- Deploy such works for purposes aligned with the Keeta Token Network’s mission and benefit.

This License does not grant any rights in trademarks, logos, or branding of the Licensor or its affiliates.

Any sublicense granted under this License must be conditioned upon the sublicensee agreeing to the terms of this License.

3. Restrictions

You may **not**:

- Use the Licensed Materials in a manner that is harmful to, competes with, or devalues the Keeta Token Network;
- Operate or fork the Keeta Token Network or its components for unrelated or competing networks;
- Use the Licensed Materials for any unlawful, unethical, or exploitative purposes;
- Represent that any modification or fork of the Licensed Materials is an official version of the Keeta Token Network.

4. Enforcement

The Keeta Token Team reserves the right to audit, monitor, revoke and/or terminate Your license if Your use of the Licensed Materials:

- Violates these terms;
- Harms or impairs the value, integrity, or reputation of the Keeta Token Network;
- Interferes with the growth, stability, or adoption of the Keeta Token Network.

Upon revocation or termination, You must cease all use, reproduction, and distribution of the Licensed Materials.

5. Third-Party Software and Dependencies

The Licensed Materials may incorporate, reference, or rely upon third-party software libraries, packages, or dependencies that are subject to separate open-source or proprietary license terms (“Third-Party Software”). It is Your sole responsibility to review, understand, and comply with any applicable license terms governing the use of such Third-Party Software.

The Keeta Token Team makes no representations or warranties regarding the licensing or availability of any Third-Party Software, and disclaims any liability for Your use thereof. Inclusion of any Third-Party Software in the Licensed Materials does not modify or limit Your obligations under such third-party licenses.

6. Disclaimer of Warranties

The Licensed Materials are provided **“AS IS”** without warranties of any kind, express or implied. The Keeta Token Team disclaims all liability for damages arising from Your use of the Licensed Materials.

7. Limitation of Liability

To the maximum extent permitted by law, the Keeta Token Team shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from or related to Your use of the Licensed Materials.

8. Indemnification

You agree to indemnify, defend and hold harmless the Keeta Token Team from and against any Losses arising out of, relating to, or connected with (i) Your violation of any term of this License, (ii) Your use of the Licensed Materials.

9. Third-Party Beneficiary Disclaimer: Keeta, Inc.

Keeta, Inc. (the “Keeta Blockchain Team”) is not a party to this License and makes no representations, warranties, or guarantees of any kind regarding the Licensed Materials. Keeta, Inc. disclaims all liability for any claims, damages, or losses arising from or related to Your use, modification, or distribution of the Licensed Materials, whether directly or indirectly.

By using the Licensed Materials, You acknowledge that Keeta, Inc. is not responsible for any issues arising from such use, and You agree to hold Keeta, Inc. harmless from any and all claims, demands, or liabilities resulting therefrom.

10. Governing Law and Arbitration

This License shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict of law principles. ANY DISPUTE ARISING UNDER THIS LICENSE SHALL BE RESOLVED THROUGH BINDING ARBITRATION IN THE STATE OF NEW YORK BY THE AMERICAN ARBITRATION ASSOCIATION ADHERING TO THEIR PROCEDURAL RULES BEFORE A SINGLE ARBITRATOR ASSIGNED AT RANDOM. The Parties shall be entitled to make all appearances by video conference including at hearing. The arbitrator’s decision is final and not appealable. The prevailing Party is entitled to recover its reasonable attorneys’ fees and arbitration costs from the non-prevailing Party.

11. Contact

For inquiries about licensing please contact us at legal@keeta.com.