

COMMERCIAL EXCLUSIVE LICENSE FOR JURAT FORMAT NFT

The following terms governs your rights in copyrighted materials conveyed to you via a non-fungible digital asset (“NFT”) as well as your duties to pay royalties, if any.

Unlike other licensing agreements, this agreement is drafted specifically for use with NFTs minted using the Jurat format. A Jurat format NFT is any NFT minted on any blockchain incorporating Jurat court connections (including JuratBTC) or any service which includes Jurat court connectivity. Jurat allows “on-chain enforcement” of legal rights to the NFTs. This agreement is structured to take advantage of Jurat’s unique functionality.

This license had been inscribed verbatim to the blockchain on which your NFT resides. Each NFT minted under this license must incorporate the inscription in its metadata by reference to the blockchain address of the license inscription. Each NFT’s license terms, and the amount of any associated royalties, are viewable through Jurat format NFT explorers.

To familiarize yourself with Jurat and your on-chain legal enforcement options, please visit www.jurat.io.

A. You and the Creator of the NFT agree to these Terms

This agreement sets out rights and responsibilities between you and the **Creator of the NFT**.

By acquiring **possession** to the ordinal, stamp, non-fungible token, or similar form of unique digital asset which incorporates this license (“**the NFT**”), or as a condition of contracting to purchase **the NFT**, you accept both these Commercial Exclusive License Terms and Conditions (the “**Terms**”) and the JuratBTC User Agreement (including any additional agreements incorporated therein) (<https://jurat.io/juratbtc-terms/>) as may be updated from time to time.

These **Terms** have been inscribed as a separate NFT (**License NFT**) on the same blockchain as **the NFT**. The **License NFT** is the only official statement of these **Terms** and it controls over any other copy you may possess.

The Creator of **the NFT** (“**Creator**”) has agreed to these **Terms** by incorporating the blockchain address of the **License NFT** in the metadata of **the NFT**. This metadata is viewable on any Jurat format NFT explorer.

B. License follows possession

The rights created under this license are incorporated into **the NFT** and therefore are conferred on the person or persons who **possess the NFT**. “Possess,” “possessing” or “possession” means control of the private key or keys needed to transfer **the NFT** to another address. Note that the possessor may not be the legal owner of **the NFT**. Unfortunately, **possession** can be obtained both legally (as by a sale) and illegally (as by a hack). Where **possession** has been obtained

illegally, the legal owner of **the NFT** can still bring a claim to recover **possession** of **the NFT** under applicable law and nothing in these **Terms** is intended to limit the rights of that legal owner to repossess **the NFT**.

C. Your license

Your rights to the artwork, images, video, content, or other works of authorship linked to or contained as data within **the NFT** which was developed by **Creator** ("**NFT Media**") are only as outlined below.

1. NFT LICENSE GRANT

1.1 NFT Media License. For as long as you **possess** the NFT, **Creator** grants you an exclusive, perpetual, irrevocable (except as set forth in Section 3.2 below) worldwide license under **Creator's** copyrights to use, distribute, reproduce, display, perform, modify, and create derivative works of the specific **NFT Media** linked to **the NFT** for personal and commercial uses, with the right to sublicense such rights through a single tier of sublicensees subject to the limitations in Section 1.4, and Articles 2 and 3 of these **Terms** with **Creator** being a third-party beneficiary to all such sublicenses with the ability to enforce such agreements. This license includes the right to display as a profile picture, display on products or services using the **NFT Media** or **NFT Media Derivatives** (as defined below), display on sold merchandise, use in your original content, or to display in a physical or digital museum. All intellectual property rights in and to the **NFT Media** and any other intellectual property rights of **Creator** not expressly licensed herein are reserved by **Creator**.

1.2 Modifications and Derivative Works. Your rights to create derivative works of the NFT Media ("**Your NFT Media Derivatives**") is limited by the scope of the license granted above. Further, you acknowledge and agree that **Creator** or other licensees of the **NFT Media** may have created derivatives of the **NFT Media** prior to **Creator** first selling **the NFT** ("**Prior Derivative Media**"), (b) a subsequent lawful owner of **the NFT** may create its own derivatives of the **NFT Media** and (c) other licensees of the **Prior Derivative Media** and any other associated artwork, images, video, content or other works of authorship linked to it ("**Other Project NFT Media**") may also create their own derivatives of the **Other Project NFT Media** (each of the foregoing "**Other NFT Media Derivatives**").

These **Other NFT Media Derivatives** may be similar or identical to **Your NFT Media Derivatives**. Accordingly, on behalf of yourself and your heirs, successors and assigns, you irrevocably covenant and agree not to assert or bring any suit, claim, demand or challenge against (a) **Creator** or its past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equity holders) in connection with

their use distribution, reproduction, display, performance, modification, and creation of derivative works of any **NFT Media** prior to the grant of this license or any of their own **Other NFT Media Derivatives** or (b) any other licensee or owner of the **NFT Media** or **Other Project NFT Media** or its past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equity holders) in connection with the use distribution, reproduction, display, performance, modification, and creation of derivative works of the **Other Project NFT Media** or any of their **Other NFT Media Derivatives**. The foregoing is the case even if such **Other NFT Media** or **Other NFT Media Derivatives** is similar to or the same as any of **Your NFT Media Derivatives** that have been created by you.

1.3 No Rights to Trademarks. Nothing in these Terms is meant to grant you any rights to any logos, trademarks, service marks, and trade dress associated with Creator or the Project NFTs ("**Project Trademarks**"). Unless you have our prior written approval, you may not use any **Project Trademarks** for any use that would require a license from **Creator**, registering domain names or social media accounts using any **Project Trademarks**, in any **NFT Media Derivatives**, or advertising or promoting any other products or services.

1.4 Transfer, Sublicensing, and Forks. The rights and responsibilities of these **Terms** follow **possession of the NFT** and are otherwise non-transferrable. Accordingly, upon transfer from your **possession**, whether intentional, legal, or otherwise, the license to the **NFT Media** in Section 1.1 to you shall terminate. All rights and responsibilities under these **Terms** will then be assigned to the new person or persons **possessing the NFT**. Any purported assignment in violation of these Terms will be null and void.

You may not transfer possession to a **Restricted Party**. Moreover, as a condition to taking **possession of the NFT**, the transferee agrees that (a) the transferee is not a **Restricted Party** and (b) the transferee accepts these **Terms**.

Further, if you choose to sublicense any of your licensed rights set forth in Section 1.1 above, you are only permitted to do so if any such sublicensees agree (i) that they are not **Restricted Parties**, (ii) to all of the covenants in these **Terms**, and (iii) that if you transfer **possession of the NFT** (such as because you sell **the NFT**) or another obtains **possession of the NFT** (such as by theft), then any such sublicenses you have granted in such licensed rights will automatically terminate.

The blockchain initially recording **the NFT** may fork, merge, or otherwise duplicate the recorded ownership of **the NFT**. In such event, any rights granted under these **Terms** to the person(s) possessing **the NFT** will inure to the person(s) possessing **the NFT** as recorded on the main net version of the blockchain. The main net version is the one that is generally recognized and predominantly supported in the blockchain community as the legitimate

successor of the original blockchain. To the extent one branch on the fork has been selected as the successor by both USDC Circle and USDT Tether, that fork will be the main net version for purposes of this license. Otherwise, the main net version will be determined in **Creator's** sole good faith discretion. You are responsible to transfer possession to the **Creator** of all versions of the NFT recorded on blockchains other than the main net version.

- 1.5 Third-Party Content. The **Creator** hereby represents and warrants to you that all of the copyrights in the **NFT Media** are owned by the Creator, and that the **NFT Media** does not contain (a) any artwork, images, video, content, or other works of authorship or (b) logos, trademarks, service marks, or trade dress or rights of personality in which the relevant intellectual property rights are not owned by the **Creator** ("**Third Party Content**") or that **Creator** has obtained a license to such **Third Party Content** consistent with the licenses granted under these **Terms**.
- 1.6 Restrictions. Certain persons are prohibited from purchasing or receiving **the NFT** or exercising rights of any kind under these **Terms** ("**Restricted Parties**"). In order to purchase **the NFT**, you must be 18 years of age or older if the age of lawful capacity of forming binding contracts is older in the relevant jurisdiction. If you are an entity, the individual agreeing to the **Terms** must have the legal authority to bind the entity. If you are an individual, you agree on your own behalf, and if you are an entity you agree that neither the entity nor any of your owners or investors or any of their directors, officers, employees, agents, or affiliates acting on your behalf: (a) is related in any way to, the governments of, or any persons within, any country or jurisdiction under a U.S. embargo enforced by the Office of Foreign Assets Control ("**OFAC**"), or any persons who are named on any list of sanctioned individuals or entities; (b) is (or has ever been) prohibited from the transaction pursuant to U.S. anti-money laundering, anti-terrorist, economic sanctions and asset control laws; and (c) is resident in a country or jurisdiction under a U.S. embargo enforced by **OFAC**. If **the NFT** comes into possession of a **Restricted Party**, the **Creator** is entitled to immediate temporary and permanent injunctive relief to repossess **the NFT**. A third party dealing with a **Restricted Party** possessing the NFT may still obtain rights under these **Terms** but only: (a) to the extent authorized in these **Terms**, (b) to the extent consistent with any applicable sanctions laws, and (c) to the extent that the third party did not have actual or implied notice of nor reason to investigate into the possessor's status as a **Restricted Party**.
- 1.7 Fractionalized Interests. Fractionalization of **the NFT** is prohibited. The rights granted under this personal license to the **NFT Media** may not be assigned in whole or in part without transferring **possession** of **the NFT**.
 - (a) Payment of royalties **Creator** may reserve a royalty upon a sale of **the NFT** or a sublicense of the content. The royalty will be a percentage of the amount paid

for the purchase and will be expressed in **the NFT** metadata. The obligation to pay a royalty upon sale falls on the *purchaser*. Accordingly, you may not sell **the NFT** to a buyer free or clear of the obligation on the purchaser to pay the royalty. Royalty payments must be sent to the wallet address identified in **the NFT** metadata.

Any purported assignment in violation of these Terms will be null and void.

Where a purchaser exchanges an NFT in lieu of or in addition to payment in a coin, the total royalty due must be calculated based upon the highest of the original offering price of **the NFT**, the last publicly reported purchase price for **the NFT**, or the last publicly posted price at which the owner offered **the NFT** for sale.

Absent express written consent of the **Creator**, the purchaser's payment to seller and the purchaser's payment of royalties must both be made using the same coin or cryptocurrency and must be paid on the same blockchain as the wallet specified in the metadata for receipt of royalties. In the event purchaser breaches this provision or if the purchaser exchanges another NFT in whole or part as payment for **the NFT** the purchaser must pay the royalty using the native coin of the blockchain of the address for receipt of royalties valued at the lower of the time when the buyer received **the NFT** or when the royalty is actually paid. Royalty disputes shall be resolved in accordance with the dispute resolution provisions of Section 3.4 of this agreement. Disputes as to the fair market value of any coin or other form of consideration shall also be for the arbitrator.

The **Creator** may only assign its royalty rights by transferring the private key(s) controlling the wallet designated for receiving royalties to the assignee. The Creator may not assign royalty rights nor transfer the private keys to a **Restricted Party**. Moreover, as a condition to taking possession of the private keys, the transferee agrees that (a) the transferee is not a **Restricted Party** and (b) the transferee accepts these **Terms**.

2. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

- 2.1 Disclaimers. YOUR ACCESS TO AND USE OF **THE NFT** AND **NFT MEDIA** IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **CREATOR**, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS (INCLUDING JURAT LLC AND ITS AFFILIATES), AGENTS, LICENSORS AND EQUITYHOLDERS (THE "**CREATOR ENTITIES**") DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT IN **THE NFT** AND **NFT MEDIA**. THE

CREATOR ENTITIES MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: (A) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, ORIGINALITY, SECURITY OR RELIABILITY OF **THE NFT AND NFT MEDIA**; (B) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, BLOCKCHAIN, DIGITAL WALLET, HARDWARE OR MARKETPLACE; AND (C) WHETHER **THE NFT AND NFT MEDIA** WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS; AND (D) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT **THE NFT AND NFT MEDIA**. **THE NFT AND NFT MEDIA** ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY.

- 2.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE **CREATOR ENTITIES** BE LIABLE (A) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE **THE NFT**, THE JURAT FUNCTIONALITY OR THE **NFT MEDIA**), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE **TERMS** OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH **THE NFT** AND **NFT MEDIA** OR THESE **TERMS** AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE **CREATOR ENTITIES** HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF **THE NFT AND NFT MEDIA**. THE MAXIMUM AGGREGATE LIABILITY OF THE CREATOR ENTITIES FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, SHALL BE THE LESSER OF (I) \$1,000 OR (II) THE AMOUNT PAID TO **THE CREATOR FOR THE NFT**. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.
- 2.3 Assumption of Risk. THE VALUE OF **THE NFT** IS SUBJECTIVE. **THE NFT AND NFT MEDIA** MAY HAVE NO INHERENT VALUE AND THEREFORE PRICES CAN BE VOLATILE. YOU AGREE TO ASSUME ALL RISK ASSOCIATED WITH THE USE AND VALUE OF **THE NFT AND NFT MEDIA**.
- 2.4 Fundamental Elements. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE **CREATOR ENTITIES** AND YOU.

- 2.5 Template Provider Disclaimers. You and **Creator** each agree and acknowledge that (i) these **Terms** have been provided by JuratBTC LLC (or its affiliates) as an option for use when minting NFTs, and (ii) each party and its heirs, successors and assigns, irrevocably covenants and agrees not to assert or bring any suit, claim, demand or challenge against JuratBTC LLC (or its affiliates) or any other author or provider of these **Terms**, their parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, service providers and licensors (the “**Template Provider Entities**”) in connection with these **Terms**, (iii) the availability of these **Terms** shall not be construed as legal advice for any particular facts or circumstances and are not meant to replace consulting competent counsel who is aware of your specific facts and circumstances and those of **Creator**, and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance. No one is required to use these **Terms** or this template. Any one is free to create their own agreements as a license NFT and incorporate them into an NFT.
- 2.6 Indemnification. By entering into these **Terms** and accessing or using **the NFT** or **NFT Media**, you agree that you shall defend, indemnify and hold the **Creator Entities** harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) incurred by the **Creator Entities** arising out of or in connection with: (i) your violation or breach of any term of these **Terms** or any applicable law or regulation; (ii) your violation of any rights of any third party; (iii) your access to or use of **the NFT** or **NFT Media**; (iv) any modifications to or derivative works of the **NFT Media** you make or create; or (iv) any fraud, negligence or wilful misconduct committed by you. For these limited purposes, the **Creator Entities** (other than the **Creator**) are third-party beneficiaries of the **Terms**.

3. **ADDITIONAL PROVISIONS**

- 3.1 Modification and Amendment. These Terms cannot be modified or amended. Parties wishing to alter these Terms should burn **the NFT** and re-mint it with a new license agreement.

Alternatively, you may attempt to revoke these **Terms** and substitute a new agreement (the **New Terms**) if both the **Creator** and you agree while you are in **possession** of **the NFT**. To cause a revocation and substitution, the **New Terms** must be minted as an NFT (“**New Terms NFT**”) on the same blockchain as **the NFT**. The metadata of the **New Terms NFT** must include the address of this **License NFT** and the address of **the NFT** (following Jurat explorer format for displaying metadata). Agreement to the **New Terms** must be demonstrated by, and is conclusively presumed if, the parties signify consent by signing the **New Terms NFT** with the private key signature of the **Creator’s** wallet and the wallet then possessing **the NFT**. The **Creator’s** wallet is conclusively presumed to be one of the following: the wallet minting **the NFT** if it is not a Jurat LLC-affiliated

minting wallet, or the wallet to which the NFT was first sent by a Jurat LLC-affiliated minting wallet (“**Creator’s Wallet**”). In the event that JuratBTC LLC (or its affiliates) is unable to accommodate the revocation and substitution in the explorer or to verify that **the New Terms** were properly assented to, then it will not display the new terms in the explorer and any attempted revocation and these **Terms** will continue in effect.

- 3.2 Termination of License. If you materially breach any of the provisions of these **Terms**, **Creator** will have the right to bring an action to terminate all of the licenses granted to you under these **Terms**. Termination occurs upon repossession of **the NFT** by the **Creator** via transfer of **the NFT** to the **Creator’s Wallet**. Your rights under these **Terms** may also be suspended by a court or arbitrator pending a decision of the merits. Suspension occurs upon transfer of the NFT for your **possession** to an escrow address controlled by the court, arbitrator, or third-party escrow agent. The court or arbitrator may, but need not, permit you a reasonable period to cure the breach. Upon the suspension or termination of your licenses, you (and any sublicensee) shall cease all use of the rights granted in Article 1 including, without limitation, ceasing all marketing, distribution, or sale of goods, services and media that feature the **NFT Media** and shall cease all further use of the **NFT Media** (including any **NFT Media Derivatives**), and all sublicenses you have granted in the **NFT Media** shall automatically terminate. The following sections shall survive the termination of these **Terms** and shall continue in full force and effect subsequent to and notwithstanding any termination of these **Terms** by **Creator** or you: Sections 1.3, 1.4, 1.6, 1.8, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.3, 3.4, 3.5. Termination will not limit any of **Creator’s** other rights or remedies at law or in equity.
- 3.3 Miscellaneous. These **Terms** incorporate the JuratBTC User Agreement (including any additional agreements incorporated therein) (<https://jurat.io/juratbtc-terms/>) and together constitute the entire and exclusive understanding and agreement between **Creator** and you regarding **the NFT** and **NFT Media** and supersedes and replaces any and all prior oral or written understandings or agreements between **Creator** and you regarding **the NFT** and **NFT Media**. If any provision of these **Terms** shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these **Terms** and shall not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- 3.4 Arbitration and Escrow Either party may invoke Arbit3 arbitration in lieu of a court action or as a predicate to narrow the factual issues for the judge.

In the event of a dispute, controversy or claim concerning **the NFT** or arising out of, relating to, or in connection with these Terms, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a

“Dispute”) any party may invoke Arbit3 arbitration in lieu of a court action or to narrow factual issues for the court prior to filing a court action. In that event, the **Dispute** will be resolved according to the then-effective Rules of the Arbit3 Dispute Resolution Services LLC (“Arbit3”) (www.ArbIt3.com) for the dispute in question. **Please note that Arbit3 is a subsidiary of Jurat LLC and therefore has subject matter expertise. The parties have the right under Arbit3 rules to substitute a different arbitration service of their own choosing.**

The issue of arbitrability shall be for the arbitrator. Payment of fees will be governed by the then effective Arbit3 Rules and Fee Schedule. The arbitration shall be held in Wilmington, DE or such other location as is established by the applicable Arbit3 Rule. The parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. The prevailing party in a royalty dispute will be entitled to an award of their reasonable fees and costs. Otherwise, parties to the arbitration will each pay their respective attorneys’ fees and expenses unless otherwise ordered by the arbitrator. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

In the course of resolving a dispute, Arbit3 may escrow the NFT in an account Arbit3 controls. The sole purpose is to aid the arbitrator’s ability to decide the dispute and provide effective relief. You agree to the escrowing of the NFT for this purpose. YOU ALSO RELEASE AND FOREVER DISCHARGE ARBIT3, ITS AFFILIATES (INCLUDING JURAT LLC) AND ITS AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING OUT OF OR IN CONNECTION WITH THE ARBITRATOR’S PERFORMANCE OF ITS DUTIES IN RESOLVING THE DISPUTE OR PROVIDING REMEDIES. SUCH CLAIMS INCLUDE WITHOUT LIMITATION ANY DUTIES THAT ARBITRATOR MAY HAVE AS AN ESCROW AGENT, AS A BAILEE, OR TO MAKE A COMMERCIALY REASONABLE DISPOSITION OF THE NFT. THIS PARAGRAPH DOES NOT APPLY TO ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY THE ARBITRATOR. YOU FURTHER AGREES TO INDEMNIFY AND HOLD ESCROW AGENT HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF THESE TERMS BY THE ARBITRATOR.

- 3.5 Applicable law. These **Terms** and any action related thereto will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions.

3.6 Infringement. **Creator** has no obligation to enforce against third-party infringers any rights held by **Creator** or licensed to you. However, you are hereby assigned non-exclusive rights needed for you to pursue infringement by a third-party so long as you obtained **possession** of **the NFT** legally.

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