

XOPLANETS LICENSE AGREEMENT

effective date: 09 / 01 / 2022

This XOplanets NFT License Agreement (hereinafter referred to as the “**License**”) is a legally binding agreement entered into between Nola Labs, LLC. and you as the users. By acquiring an XOplanets NFT (hereinafter referred to solely as the “**XOplanets NFT**”), you shall own all personal property rights to the token underlying the XOplanets NFT (e.g., the right to freely sell, transfer, or otherwise dispose of that NFT) and at no point may we seize, freeze, or otherwise modify such an ownership, but you do not own the associated artwork, brand, or other intellectual property associated with the XOplanets NFT, except for the specific licensed rights set forth below.

This License governs the rights and obligations and by purchasing or otherwise owning an XOplanets NFT, you acknowledge that you have carefully read and agree to the terms of this License.

I. DEFINITIONS

- I.1. **Commercial Use** shall mean any activity that is performed with the intent to generate revenue, such as the sale or transfer of items (including XOplanets NFTs) on any marketplace, creating and selling merchandise or creating a comic book or video game, inclusion in physical or digital media, or display in “metaverses” or other interactive digital environments.
- I.2. **Nola Labs, Us, We or Our** shall mean Nola Labs, LLC. and/or its affiliates.
- I.3. **Ownership, Owner or Own** shall mean exercising the property rights to the virtual asset to the maximum possible extent, similar to owning a physical thing, however the ownership in that sense shall be just a legal construct and the synonym used to describe such a situation.
- I.4. **XOplanets collection** shall mean the set of NFTs related to existing exoplanets within the universe created by Nola Labs with relevant Token ID numbers corresponding to the minted XOplanets NFTs.
- I.5. **XOplanets NFT Art** shall mean the artwork, image, or works of authorship contained and associated with a specific XOplanets NFT in an inseparable way.
- I.6. **XOplanets NFT** shall mean any blockchain-tracked non-fungible token, including those complying with the ERC-721A, ERC-721, ERC-1155 and placed on the Ethereum blockchain (i.e., a controllable electronic record on a blockchain), or other non-fungible token standard, within the XOplanets collection, branded or themed and created by or on behalf of Nola Labs.
- I.7. **XOplanets Trademarks** shall mean any and all logos, trademarks, service marks, and trade dress associated with XOplanets, Nola Labs, their domain names and the XOplanets NFTs, including the “XOplanets” or “XOplanets.xyz” names, or any other names of XOplanets related characters or products or services developed by us. It shall also mean all the other relevant industrial property rights associated with the mentioned values in the same way.
- I.8. **You or Your** shall mean a lawful owner of an XOplanets NFT.

II. LICENSE GRANT

- II.1. We hereby grant you the rights stated below for as long as you lawfully own your XOplanets NFT (as recorded on the relevant blockchain), and subject to your compliance with the terms of this License. We grant you two licenses - for non-commercial use as specified in Art. II.2. as well as for limited commercial use as specified in Art. II.3. of this License.
- II.2. **Non-Commercial Use.** We grant you a non-exclusive, worldwide, royalty-free license to use, reproduce, display, modify, and create derivative works of the XOplanets NFT Art for your XOplanets NFT and solely for personal, non-commercial use (such as to display XOplanets NFT in your wallet, at home or in a virtual gallery, to set it as a profile picture, to create a pixel-art

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- II.3. **Commercial Use.** We grant you a non-exclusive, worldwide, royalty-free sub-licensable (but only to service providers assisting you with a Commercial Use cryptographically verifying the actual owner of NFTs) license to use, copy, reproduce and display the XOplanets NFT Art for your XOplanets NFT for any Commercial Use. This license does not include the right to create derivative works of the XOplanets NFT Art except as necessary to adapt and depict the XOplanets NFT Art in or on the goods or media created pursuant to this license, or as otherwise required below.
- II.4. The granted licenses do not permit you to mint and create new NFTs and NFT projects based on your XOplanets NFT Art for XOplanets NFTs that you own.
- II.5. As we may collaborate with third parties to create NFTs which include artwork, images, works of authorship, logos, trademarks, service marks, or trade dress owned by a third party, the granted licenses does not extend to any XOplanets NFT or XOplanets NFT Art that contains such third-party content, and you may not use, copy, reproduce, display, create derivative works of, or create new NFTs based on such third-party content, or any portion thereof, for any Commercial Use, unless we or the applicable third parties expressly provide our consent in writing or by public announcement.
- II.6. The granted licenses are non-transferrable, except that if you sell or transfer your XOplanets NFT, you will no longer be granted the foregoing licenses in the XOplanets NFT Art, and such licenses will transfer to the new owner of the XOplanets NFT associated with such XOplanets NFT Art. In connection with any sales, transfers, or similar transactions of the XOplanets NFTs, the transferee agrees that by purchasing, accepting, or otherwise acquiring the XOplanets NFT, they shall be deemed to accept the terms of this License by providing notice to the transferee of this License, including a link or other method by which the terms of this License can be accessed by the transferee.
- II.7. You may not transfer an XOplanets NFT to a transferee that is subject to an internationally recognized embargo or that is located in a country that is subject to an internationally recognized embargo, or that has been designated internationally as a terrorist-supporting party (or country) or that is otherwise prohibited or restricted party (or country).
- II.8. All rights in and to the XOplanets NFT Art and any other intellectual property of Nola Labs not expressly licensed herein are hereby reserved by Nola Labs. All goodwill arising from any use of the XOplanets Trademarks will insure solely to Nola Labs.

III. MODIFICATIONS AND DERIVATIVE WORKS

- III.1. We allow you to create modifications and derivative works of your XOPlanets NFT Art under the scope of the licenses granted above. However, you acknowledge and agree that Nola Labs may also modify, create derivative works of, and update any XOPlanets NFT Art and may create works of authorship similar or identical to your own adaptations, derivative works, and modifications of any XOPlanets NFT Art.
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- III.3. Nothing in this License will be interpreted to grant you any rights to any XOplanets Trademarks or other industrial property rights belonging to Nola Labs. Without our written permission, you may not use any XOplanets Trademarks for any Commercial Use, including to register any domain names or social media accounts using any XOplanets Trademarks. This includes any XOplanets Trademarks that may be displayed or contained in any XOplanets NFT Art for your XOplanets NFT (and you will need to modify the XOplanets NFT Art to remove or obfuscate such XOplanets Trademarks before making any Commercial Use of such XOplanets NFT Art).
- III.4. You shall not remove, delete, or obscure any trademark notice, copyright notice or other intellectual property notice in any XOplanets NFT or XOplanets NFT Art.
- III.5. You may not use the XOplanets NFT Art in any way that constitutes unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal, or obscene activity, or that promotes any such activity.

IV. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

- IV.1. **Disclaimer.** Your access to and use of the XOplanets NFT and XOplanets NFT Art is at your own risk. You understand and agree that the XOplanets NFTs and XOplanets NFT Art are provided to you “as is” and “as available.” Each XOplanets NFT is an intangible digital asset that exists only by virtue of the ownership record maintained on the Ethereum blockchain. Any transfer of title that might occur with any unique digital asset occurs on the decentralized ledger within the blockchain, which Nola Labs does not control. Nola Labs does not guarantee that they can affect the transfer of title or right in any XOplanets NFT. You bear full responsibility for verifying the identity, legitimacy, and authenticity of assets. Notwithstanding indicators and messages that suggest verification, Nola Labs makes no claims about the identity, legitimacy, or authenticity of assets.
- IV.2. To the maximum extent permitted under applicable law, Nola Labs disclaims all warranties and conditions, whether express or implied, of merchantability, fitness for a particular purpose, or non-infringement.
- IV.3. Transactions relating to XOplanets NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- IV.4. Nola Labs makes no warranty or representation and disclaims all responsibility and liability for:
 - a. the completeness, accuracy, availability, timeliness, originality, security or reliability of the XOplanets NFTs and XOplanets NFT Art;
 - b. the operation or compatibility with any other application or any particular system, device, blockchain, digital wallet, hardware, or marketplace;
 - c. whether the XOplanets NFTs and XOplanets NFT Art will meet your requirements or be available on an uninterrupted, secure, or error-free basis;
 - d. any loss in connection with any XOplanets NFTs and XOplanets NFT Art and use of or inability to use any XOplanets NFTs and XOplanets NFT Art, including but not limited to any losses, damages, or claims arising from your error such as forgotten passwords, incorrectly constructed transactions, or mistyped wallet addresses, the behavior or output of any software, node server error or failure, or data loss or corruption, any features, development, errors, or other issues with blockchain networks, unauthorized access to any XOplanets NFTs or any third-party activities, including without limitation, the use of viruses, phishing, bruteforcing, or other means of attack; and
 - e. the deletion of, or the failure to store or transmit the XOplanets NFTs and XOplanets NFT Art.

- IV.5. **Securities.** The XOplanets NFTs are intended for consumer enjoyment, use, and consumption only. They are not a “security”, as defined under the securities act of 1933, as amended, the securities exchange act of 1934, as amended, the investment company act of 1940, as amended, or under the securities laws of any US state, EU legislation, or internationally.
- IV.6. **Limitations of Liability.** To the extent not prohibited by law, you agree that in no event will the Nola Labs 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 services), however caused and under any theory of liability, whether under this License or otherwise arising in any way in connection with the services or this License and whether in contract, strict liability, or tort (including negligence or otherwise) even if Nola Labs 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 this License or the delivery, use or performance of the services. The maximum aggregate liability of the Nola Labs for all damages and causes of action, whether in contract, tort (including negligence) or otherwise, shall be the greater of (i) \$1,000 or (ii) the amount you paid Nola Labs for your XOplanets NFT.

If in some jurisdictions the exclusion or limitation of incidental or consequential damages are not allowed, the above exclusion or limitation may not apply.

- IV.7. We are not responsible or liable for any third-party NFT Marketplace, any direct sales, or any third-party entitlements or benefits. You covenant not to sue Nola Labs based on activities that may occur on such NFT Marketplaces, any direct sales (except direct sales for which Nola Labs is the seller or purchaser), due to third-party benefits or entitlements.
- IV.8. We are not responsible for the risks associated with using an Internet-based digital asset, including but not limited to, the risk of hardware, software, or Internet connection and service issues, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. Nola Labs will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when effecting transactions relating to any XOplanets NFT, however caused. Transactions involving XOplanets NFTs may rely on third-party or decentralized platforms or systems. We do not maintain, control, or assume any obligations with respect to such platforms or systems. Nola Labs does not store your password, passkey, private key, or other credentials needed to access the XOplanets NFT and will not be able to recover such items if you should lose them.
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 - b. your violation of any rights of any third party;
 - c. your access to or use of the XOplanets NFT or XOplanets NFT Art;
 - d. any modifications to or derivative works of the XOplanets NFT Art you create; or
 - e. any fraud, negligence, or willful misconduct committed by you.

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