

NFT LICENSE AGREEMENT

This License Agreement, along with any additional Item Details (as defined below), (the “License Agreement”) is a legally binding agreement between you, the Buyer, and the Originating Rights Owner (as defined below) in connection with the sale or transfer of this NFT (as defined below) to you and the Limited License to the Content (as defined below) that is being provided by the Originating Rights Owner. The Originating Rights Owner and you may be referred to throughout this License Agreement collectively as the “**Parties**” or individually as a “**Party**”.

By purchasing and/or possessing this NFT, you agree to all of the terms of this License Agreement. Some or all of this License Agreement may be incorporated into the Smart Contract (as defined below) for this NFT. In the event of any conflict between the operation of the Smart Contract and this License Agreement, the Smart Contract shall prevail.

DEAL TERMS

Please note that capitalized terms not defined in the Deal Terms are defined in Section 1. Definitions of the Terms and Conditions below.

“ Originating Rights Owner ”:	Vine LSE International IV, LLC
“ Publisher ”	dVLP NFT, LLC
“ Marketplace ”	www.dvlpnft.io

How you can use the Content so long as you retain ownership of this NFT:

Limited License Overview:	
Master Rights	Digital Content for Display Only , which means you can view, copy, display or perform the Content in the Display Environment as set out below and solely for: <ul style="list-style-type: none">• for your own Personal, Non-Commercial Use; or• in association with your offer to sell or trade your NFT(s) on the Marketplace or a Secondary Resale Platform.
Display Environment	Internal and Third Party Platforms , which means you can exercise your Master Rights: <ul style="list-style-type: none">• on your own personal social media platforms, the Marketplace and Secondary Resale Platforms.

Commercial Rights	None
Promotional Rights	None
Derivative Rights	None
Other Rights	None

TERMS AND CONDITIONS

1. DEFINITIONS

“**Buyer**” means any party who rightfully purchases or acquires this NFT, including a purchaser or acquirer of this NFT in the Initial Sale and any subsequent purchaser(s) of this NFT in a Resale.

“**Secondary Resale Platform**” means any third party market, website, platform or application that permits the inclusion, involvement, or participation of this Originating Rights Owner NFT, provided that the website or application honors all terms and conditions of the Smart Contract and this License Agreement.

“**Content**” means any intangible, copyright-protected work, including but not limited to art, music, and audio-visual material, that is associated with this NFT.

“**Originating Rights Owner**” means the entity as specified in the Deal Terms, which entity is the original seller of this NFT and who owns or otherwise holds a copyright interest in the associated Content.

“**Digital File**” means any media file that contains, embodies or incorporates a digital copy of the Content.

“**Initial Sale**” means the first Sale of this NFT by Originating Rights Owner to a Buyer on the Marketplace.

“**Item Details**” means any particularized license or other terms for this NFT provided as part of the item listing for this NFT by Originating Rights Owner on the Marketplace or Secondary Resale Platform in connection with the Initial Sale.

“**Marketplace**” means the URL as set forth in the Deal Terms, which is powered by Vine Digital, together with any subsequent or additional site(s), applications or platforms that may be offered or powered by Vine Digital.

“**Mint**” or “**Minting**” means the process by which this NFT has been created and registered on a blockchain.

“**NFT**” means the blockchain-tracked, non-fungible token that is the subject of this License Agreement and originally offered for sale by the Originating Rights Owner.

“Own” or “Owned” means that a party has Minted, purchased or otherwise rightfully acquired this NFT from a legitimate source, where proof of such purchase is recorded on the relevant blockchain. Ownership of this NFT does not convey ownership of, or any rights in, any Content associated with the NFT, other than as expressly set forth in this License Agreement.

“Personal, Non-Commercial Use” means use of the Content solely for your personal use and enjoyment, that does not involve any commercial use, including but not limited to an exchange of money, cryptocurrency or other value.

“Publisher” means the entity as specified in the Deal Terms, which is the entity that is curating the NFTs for the Initial Sale on the Publisher Site.

“Resale” means any subsequent Sale of this NFT by an Owner of the NFT to another party, as distinguished from the Initial Sale, on the Marketplace or any Secondary Resale Platform.

“Sale” means any sale, swap, donation, transfer, or other disposition of this NFT by you.

“Secondary Resale Platform” means any third party market, website, platform or application that permits the inclusion, involvement, or participation of this Originating Rights Owner NFT, provided that the website or application honors all terms and conditions of the Smart Contract and this License Agreement

“Seller” means any party who rightfully offers this NFT for Sale.

“Smart Contract” means the blockchain-based, self-executing code that originally Mints, governs the ongoing usage of and tracks this NFT.

“Vine Digital” means Vine Digital, Inc., which owns the technical platform that hosts, operates and powers the Marketplace.

The terms **“Copy,” “Display,” “Perform,”** and **“Derivative Work”** shall have the meanings ascribed to those terms in 17 U.S. Code § 101.

2. Ownership

You acknowledge and agree that Originating Rights Owner owns all legal right, title and interest in and to the Content, and all intellectual property and other rights therein. Any rights that you have in and to the Content are limited to those expressly described in the Limited License below. Originating Rights Owner reserves all rights in and to the Content not expressly granted to you herein.

3. Limited License

Your purchase of this NFT through the Marketplace or a Secondary Resale Platform includes a limited license to use the Content (the “Limited License”) as follows:

- (i) **Initial Sale.** In the case of an Initial Sale, and subject to your compliance with the terms of this Agreement, the Originating Rights Owner grants you a worldwide, non-exclusive, non-sublicensable, royalty-free license to view, copy, display or perform the Content solely as specified in the Limited License section of the Deal Terms.
- (ii) **Resale.** In the case of a Resale, Seller transfers to you this Limited License, and the Seller shall retain no further rights in and to the Content.

The Limited License granted applies only to the extent that you continue to Own this NFT. If at any time you sell, trade, donate, give away, or transfer your NFT(s) to a new Owner through the Marketplace or a Secondary Resale Platform, the Limited License granted herein shall be transferred to that new Owner, and you will have no further rights in or to the NFT or Content associated with that NFT. If at any time you burn or otherwise dispose of your NFT for any reason, or sell, trade, donate, give away, or transfer your NFT other than through a Secondary Resale Platform, the Limited License granted herein will immediately expire with respect to that NFT without the requirement of notice or any further action, and you will have no further rights in or to the NFT or Content associated with that NFT.

4. License Restrictions

You agree that you will not, directly or indirectly:

- (i) modify the Content or any Digital File in any way;
- (ii) use the Content to promote, advertise, market, sell or offer any third party product or service, unless otherwise specified in the Deal Terms ;
- (iii) use the Content in connection with any forms of media that depict pornography, hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- (iv) sell, distribute for commercial gain, or otherwise exploit merchandise that includes, contains, or consists of the Content;
- (v) trademark, copyright, or attempt to trademarks, copyright or otherwise acquire additional intellectual property rights in or to the Content; or
- (vi) otherwise commercially use or exploit the Content or any Digital File for your or any third party's benefit, including by selling copies of any Content or selling derivative works embodying any Content.

Any violation of this License Agreement, including Sales of this NFT on a market, website, application or platform that is not a Secondary Resale Platform, automatically voids the Limited License.

You acknowledge and agree that:

- (i) neither Originating Rights Owner, Vine Digital nor Publisher are liable for any inability for you to access any Digital File for any reason, including as a result of any downtime, failure, obsolescence, removal, termination or other disruption relating to the servers or blockchains upon which the Digital File is stored; and
- (ii) the ownership, possession or control of an NFT by you does not provide you any ownership, title or similar interest in the Content or the Digital File.

Except where expressly noted, Vine Digital and Publisher are not the owners or sellers of any NFT, but rather act to facilitate the sale of NFTs by other Sellers. The contract of sale and License created as a result of any NFT sale on the Marketplace are between you and the Seller and/or Originating Rights Owner.

5. Conditions of Resale

You agree to make any Resale of this NFT only through the Marketplace or a Secondary Resale Platform. You further agree that any such Resale will be subject to this License Agreement.

You further acknowledge and agree that all Resales will be effected on the blockchain network governing the NFT.

Without limitation of any other termination rights, Vine Digital or Publisher may suspend or terminate the Limited License if it has a reasonable basis for believing that you have engaged in an off-chain sale of the NFTs, or otherwise engaged in any off-chain transactions for the purchase or sale of the NFTs without making any applicable Royalty Payment (defined below). If you would be required to pay a Royalty Payment associated with a Resale, you are responsible for paying such Royalty Payment, regardless of whether such purchase price is fulfilled on-chain, off-chain, or in a combination of the foregoing.

6. Continuing Royalty Payment Obligation; Fees

Some NFTs are sold with the requirement that a continuing royalty be paid to the Originating Rights Owner or other third parties, upon subsequent sales ("Royalty Payment"), and in some cases such royalty payments may be facilitated by the Smart Contract or other smart contracts or similar automated mechanisms. You acknowledge and agree that if such a continuing royalty is due upon sale of the NFT which you Own, such royalty may be deducted from the sale proceeds or you may be responsible for paying such royalty, but in no instance will Vine Digital or Publisher have any obligations or responsibilities to you in connection with continuing royalty payment obligations.

You further agree and acknowledge that by buying or selling an NFT on the Marketplace or a Secondary Resale Platform, you agree to pay all applicable fees. Neither Vine Digital, Publisher nor Originating Rights Owner have any insight into or control over these payments or transactions, nor does Vine Digital, Publisher or Originating Rights Owner

have the ability to reverse any transactions. Accordingly, Vine Digital, Publisher and Originating Rights Owner will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions of NFTs that you engage in.

7. Warranties and Limitations

In connection with this NFT sale, Seller warrants that it is the owner of the NFT and has the right and ability to sell the NFT. Originating Rights Owner warrants that it or they have the right and ability to provide the Limited License to the Content as set forth above.

In connection with this NFT sale, you represent and warrant that:

- (i) any funds use to purchase the NFT are not connected with any criminal activity, including money laundering, and that your purchase of an NFT complies with applicable regulations and governing laws within your jurisdiction.
- (ii) you are at least the age of majority in your place of residence (which is typically 18 years of age in most U.S. states) and have the legal capacity to enter into this License Agreement,
- (iii) you will use and interact with NFTs and Content only for lawful purposes and in accordance with this License Agreement,
- (iv) you will not use NFTs or Content to violate any law, regulation or ordinance or any right of Originating Rights Owner, its licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent.
- (v) you will comply with all applicable laws.

EXCEPT AS SET FORTH ABOVE, NEITHER ORIGINATING RIGHTS OWNER NOR SELLER MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE NFT, DIGITAL FILE OR CONTENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. VINE DIGITAL AND PUBLISHER MAKE NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE NFT, DIGITAL FILE OR CONTENT, INCLUDING ANY WARRANTIES WITH RESPECT TO TITLE, NON-INFRINGEMENT, TECHNICAL OPERATION, PERFORMANCE, QUALITY, AUTHENTICITY, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED.

8. Termination.

Your Limited License to the Content shall automatically and immediately terminate without notice, and all rights shall revert to Originating Rights Owner if at any time: (i) you breach any portion of this Agreement; (ii) you engage in any unlawful activity related

to the NFT; (iii) you initiate any legal actions, except an arbitration as specifically provided herein, against Vine Digital, Publisher or Originating Rights Owner or their respective parent, subsidiary, and affiliate companies, and each of their respective officers, directors, members, affiliates, agents, attorneys, and employees (collectively, the “**Vine Digital Parties**”); or (iv) at Vine Digital’s sole determination and discretion, you disparage any of the Vine Digital Parties, or their brands or products. Upon any termination, discontinuation or cancellation of your Limited License to the Content, you must delete, remove, or otherwise destroy any back up or single digital or physical copy of Content. Upon any termination, discontinuation or cancellation of the license in this Agreement, the following Sections will survive: 2 and 9-17.

In the event that for any reason we are required to refund your payment to purchase the NFT by reason of law or otherwise, including without limitation by way of a chargeback in the event you dispute the payment to purchase the NFT, Your Limited License to the Content shall automatically and terminate without notice, and all rights shall revert to Originating Rights Owner if at any time.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER VINE DIGITAL NOR PUBLISHER WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, LOSS IN VALUE OF ANY CONTENT, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN WHERE VINE DIGITAL HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE MARKETPLACE; (II) THAT FAILURE OF ANY SALE OR TRANSFER OF AN NFT DUE TO SELLER OR BUYER ERROR, MINING OR SIMILAR ATTACKS, SMART CONTRACT FAILURE, OR BLOCKCHAIN FAILURES; (III) INABILITY TO ACCESS OR DISPLAY THE CONTENT OR DIGITAL FILE; (IV) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND PLATFORMS RESULTING FROM ANY CONTENT, DIGITAL FILES, GOODS, DATA, INFORMATION OR PLATFORMS PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE MARKETPLACE; (V) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (VI) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE MARKETPLACE; OR (VII) ANY OTHER MATTER RELATING TO THE MARKETPLACE. IN NO EVENT WILL VINE DIGITAL’S OR PUBLISHER’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT PAID TO VINE DIGITAL OR PUBLISHER IN COMMISSION OR FEES ON THE SALE OF THIS NFT.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE DISCLAIMER OF IMPLIED TERMS. THEREFORE, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY.

10. Jurisdiction

This License Agreement are governed by the laws of the State of New York without regard to its conflict of law provisions. With respect to any disputes or claims, you agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York County, New York.

11. Remedies.

Your rights and remedies in the event of any breach of this License Agreement are strictly limited to the right, if any, to recover damages in an action at law, and you acknowledge that your remedy of money damages is adequate. You will not be entitled by reason of any such breach, and you will not seek, any equitable relief, whether injunctive or otherwise.

12. Miscellaneous

This License Agreement will transfer and be binding upon and will inure to the benefit of the parties and their permitted successors and assigns, in particular any Buyer. This License Agreement constitutes the complete understanding and agreement between you and the Originating Rights Owner with respect to the Limited License granted herein, and supersedes any and all prior or contemporaneous written or oral agreements between you and the Seller and/or Originating Rights Owner with respect to this NFT. The language of any clause or term of this License Agreement will not be construed for or against the drafter. No right or term of this License Agreement will be deemed waived, and no breach of this License Agreement excused, unless the waiver or consent is in writing and signed by you and the Originating Rights Owner. Any modification or amendment to this License Agreement must be made in writing and signed by you and the Originating Rights Owner.

13. Use of Marketplace

Your use of the Marketplace in connection with the purchase or Sale of any NFT is subject to the terms of use for the Marketplace, currently found at www.dvlpnft.io ("Terms of Use"). In the event of any conflict between this License Agreement and the Terms of Use, this License Agreement shall prevail.