

RIGHT TO USE DIGITAL ASSETS LICENSE AGREEMENT

This Right to Use Digital Assets License Agreement (the "Agreement") is made as of October 25, 2025 (the "Effective Date"), by and between:

Licensor: SeedYam Studios (an individual/corporate entity)
Address: 12 Creative Lane, Accra, Ghana
Email: contact@seedyam.example

and

Licensee: [Licensee Name]
Address: [Licensee Address]
Email: [Licensee Email]

(Each a "Party" and together the "Parties").

1. Definitions

"Digital Asset(s)" means the digital files described in Exhibit A (artwork, image files, metadata, token IDs, IPFS hashes, previews, and any derivatives created pursuant to this Agreement).

"Use" means access, store, reproduce, publicly display, stream, embed, distribute (only as expressly permitted), and incorporate into Licensee products, marketing, or services consistent with the rights granted in this Agreement.

"Territory" means Worldwide.

"Term" means the period set out in Section 6.

2. Grant of License

Licensor grants Licensee a non-exclusive, irrevocable, non-transferable license to use the Digital Asset(s) listed in Exhibit A for commercial and promotional purposes, including incorporation into Licensee products, advertising, websites, social media, and digital galleries—excluding the right to resell the raw asset file as a standalone item.

3. Restrictions

Licensee shall not resell, sublicense, or modify the assets without written consent. Prohibited uses include illegal, defamatory, pornographic, or hateful contexts.

4. Fees, Royalties & Payment

License Fee: USD 2,500 due within thirty (30) days of the Effective Date.

Royalty: 2% of Licensee's net sales revenue directly attributable to products embedding the Digital Asset.

Royalties payable quarterly with reports due within 30 days after quarter end.

5. Attribution

Credit must appear as: "Artwork © SeedYam Studios — used under license."

6. Term and Termination

Term: Two (2) years from the Effective Date, automatically renewable yearly unless either Party provides 60 days' written notice before renewal.

Upon termination, all rights revert to Licensor.

7. Ownership

Licensor retains all right, title, and interest in the Digital Asset(s). Licensee acquires no ownership.

8. Warranties & Disclaimers

Assets provided "AS IS." Licensor warrants ownership and right to license; all other warranties disclaimed.

9. Indemnification

Each Party indemnifies the other for breaches or misuse under this Agreement.

10. Limitation of Liability

No Party shall be liable for indirect or consequential damages. Licensor's maximum liability is limited to fees paid within 12 months prior to the claim.

11. Governing Law

This Agreement is governed by the laws of the Republic of Ghana. Disputes resolved by arbitration in Accra.

12. NFT Clause

Licensee may not mint NFTs from the asset(s) without prior written consent.

Exhibit A — Licensed Digital Assets

1. "Living Water — Cover Image" (IPFS: QmXXXXXXXXXXXXXX)
2. "Seedyam Promo Loop" (IPFS: QmYYYYYYYYYYYYYY)

Signatures:

LICENSOR: SeedYam Studios

Name: _____

Title: _____

Signature: _____

Date: _____

LICENSEE: [Licensee Legal Name]

Name: _____

Title: _____

Signature: _____

Date: _____