

## **Dour Darrels and Dour Fits NFT Licenses**

### **1. Definitions.**

"Art" means any art, design, drawing, or other pictorial or graphic work of authorship that may be associated with an NFT that you Own.

"NFT" means any blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 or ERC-721A standard.

"Own" means, with respect to an NFT, an NFT that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.

"Ownership" means the legal status of a person or entity that Owns a Purchased NFT.

"Purchased NFT" means an NFT that you Own.

"Third Party IP" means any third party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

### **2. Ownership.**

You acknowledge and agree that Dour Darrels LLC ("Dour Darrels LLC") (or, as applicable, their licensors) owns all worldwide legal right, title and interest in and to the Art, and all intellectual property rights therein. The rights that you have in and to the Art are limited to those described in this License. Dour Darrels LLC reserves all rights in and to the Art not expressly granted to you in this License.

### **3. License.**

a. General Use. Subject to and conditioned upon your continued compliance with the terms of this License, Dour Darrels LLC grants you a worldwide, non-exclusive, royalty-free license to use, copy, and display the Art associated with your Purchased NFTs, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your NFTs, provided that the marketplace

cryptographically verifies each NFT owner's rights to display the Art associated with their Purchased NFTs to ensure that only the actual owner can display the Art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFTs, provided that the website/application cryptographically verifies each NFT owner's rights to display the Art associated with their Purchased NFTs to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased NFT leaves the website/application.

b. Commercial Use. Subject to and conditioned upon your continued compliance with the terms of this License, Dour Darcel LLC grants you a limited, worldwide, non-exclusive, license to use, copy, and display the Art associated with your Purchased NFTs for the purpose of commercializing your own merchandise that includes, contains, or consists of the Art associated with your Purchased NFTs ("Commercial Use"), provided that such Commercial Use does not result in you earning more than Fifty Thousand Dollars (\$50,000.00) in gross revenue each year. For the sake of clarity, nothing in this Section 3.b will be deemed to restrict you from (i) owning or operating a marketplace that permits the use and sale of NFTs generally, provided that the marketplace cryptographically verifies each NFT owner's rights to display the Art associated with their Purchased NFTs to ensure that only the actual owner can display the Art; (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of NFTs generally, provided that the third party website or application cryptographically verifies each NFT owner's rights to display the Art associated with their Purchased NFTs to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased NFT leaves the website/application; or (iii) earning revenue from any of the foregoing, even where such revenue is in excess of \$50,000 per year.

c. Transferability and Sublicensing. The License granted hereunder is not assignable or transferable except in connection with your sale of the Purchased NFT, and you acknowledge and agree that upon such sale the License shall be transferred by operation of law and the terms of this License to the person or entity to whom you convey Ownership of

the Purchased NFT. While you Own the Purchased NFT, you may sublicense your rights under the License to third parties, but only on condition that such sublicenses shall terminate upon any change in Ownership of the Purchased NFT. Following termination of a sublicense, physical embodiments of the Art lawfully made under such sublicenses, such as merchandise in inventory, may continue to be distributed as provided under the U.S. Copyright Act.

#### **4. Restrictions.**

You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without Dour Darcel's LLC's express prior written consent in each case: (i) modify the Art associated with your Purchased NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (ii) use the Art associated with your Purchased NFTs to advertise, market, or sell any third party product or service; (iii) use the Art associated with your Purchased NFTs in connection with images, videos, or other forms of media that depict 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) use the Art associated with your Purchased NFTs in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in Section 3(b) above or solely for your own personal, non-commercial use; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Art associated with your Purchased NFTs, except as expressly permitted in Section 3(b) above; (vi) attempt to trademark, copyright, or otherwise acquire intellectual property rights in or to the Art associated with your Purchased NFTs; or (vii) otherwise utilize the Art associated with your Purchased NFTs for your or any third party's commercial benefit, except as expressly permitted in Section 3(b) above. To the extent that Art associated with your Purchased NFTs contains Third Party IP (e.g., licensed intellectual property from a celebrity, athlete, or other public figure), you understand and agree as follows: (w) that you will not have the right to use such Third Party IP in any way except as

incorporated in the Art, and subject to the License and restrictions contained herein; (x) that the Commercial Use license in Section 3(b) above will not apply; (y) that, depending on the nature of the license granted from the owner of the Third Party IP, Dour Darrels LLC may need to pass through additional restrictions on your ability to use the Art; and (z) to the extent that Dour Darrels LLC informs you of such additional restrictions in writing (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this License. The restriction in this Section 4 will survive the expiration or termination of this License.

## **5. Terms of License.**

The License granted in Section 3 above applies only to the extent that you continue to Own the applicable Purchased NFT. If at any time you sell, trade, donate, give away, or otherwise transfer Ownership of your Purchased NFT for any reason, the License granted in Section 3 will immediately be transferred to the new Owner with respect to that NFT as set forth above in Section 3.c. without the requirement of notice, and you will have no further rights in or to the Art associated with that NFT. If you exceed the \$50,000 limitation on annual gross revenue set forth in Section 3.b above, you will be in breach of this License, and must send an email to Dour Darrels LLC at [darceldisappoints@gmail.com](mailto:darceldisappoints@gmail.com) within fifteen (15) days, with the phrase "NFT License - Commercial Use" in the subject line, requesting a discussion with Dour Darrels LLC regarding entering into a broader license agreement or obtaining an exemption (which may be granted or withheld in Dour Darrels LLC's sole and absolute discretion). If you exceed the scope of the license grant in Section 3.b without entering into a broader license agreement with or obtaining an exemption from Dour Darrels LLC, you acknowledge and agree that: (i) you are in breach of this License; (ii) in addition to any remedies that may be available to Dour Darrels LLC at law or in equity, Dour Darrels LLC may immediately terminate this License, without the requirement of notice; and (iii) you will be responsible to reimburse Dour Darrels LLC for any costs and expenses incurred by Dour Darrels LLC during the course of enforcing the terms of this License against you.