

IP TOKEN LICENSE

Version 1.0

0. Preamble

This IP Token License (“**Token License**” or “**ITL**”) supplements the [Programmable IP License](#) (“**PIL**”), and governs the rights and responsibilities of the IP Licenser who has claimed and verified an IP Asset on IP World. It outlines additional rights granted to the IP Licenser upon such verification, particularly with respect to third-party tokens (“**Remix Tokens**” or “**Remixes**”) created and linked to the IP Asset.

This Agreement is entered into by and between: (a) the IP Licenser, being the verified owner or authorized controller of an IP Asset registered under the Story Protocol and claimed on IP World; and (b) IP World, the platform that facilitates registration, governance, and token-based monetization of IP Assets. While IP World is not a party to individual PIL-based licenses (which are governed by Story Protocol), this Agreement authorizes IP.World to enforce token-specific governance and attribution mechanics - such as visibility control, fee routing, and IP verification - within the IP World ecosystem.

This Agreement applies to all Remix Tokens linked to a Verified IP Asset, regardless of who created the token. Remix Tokens may be created by any user, including pseudonymous or anonymous parties; however, such tokens do not confer fee rights or visibility privileges until linked to a Verified IP. The IP Licenser retains full discretion to approve or disassociate any token from their Verified IP, and may exercise rights to delist or revoke endorsement at any time, including retroactively. Tokens not explicitly endorsed by the IP Licenser may be restricted from promotional visibility or excluded from token-based rewards. This Agreement outlines the supplementary rights of the IP Licenser in such cases.

All capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the PIL. This Agreement builds upon and incorporates the definitions and terms of the PIL by reference. Additional definitions specific to IP.World and Remix Token governance are provided below.

1. Definitions

The following capitalized terms have the meanings set forth below:

1.1 IP World: A next-generation monetization and licensing platform for internet-native IPs. IP.World enables both individuals and communities to register IP, launch remixable tokens, and participate in protocol-governed monetization. The platform supports the evolution of memecoins into licensable IP-backed tokens that reward both creators and the communities that grow them.

1.2 Creator IP: An IP Asset with a designated, identifiable owner (such as an individual or legal entity). Creator IPs reflect a top-down model of ownership. Verification requires the creator to claim the IP on IP World and authenticate ownership through OAuth or proprietary identity process.

1.3 Community IP: An IP Asset that originates from a crypto-native movement or brand without a single designated owner. Community IPs reflect a bottom-up model of ownership, where ownership is determined by collective token holding. For Community IPs, the verified token holders of the originating token serve as the IP Owner.

1.4 IP Owner: The party entitled to receive IP Owner Fees and exercise rights associated with a Verified IP. For Creator IP, the IP Owner is the individual or legal entity that completed the verification process and is recorded as such on IP.World. In future implementations, Creator IP ownership may support multiple designated beneficiaries within the IP Owner Vault. For Community IP, the IP Owner is collectively represented by the holders of the originating token, as recorded on-chain at the time of verification.

1.5 Verified IP: An IP Asset that has passed the platform's verification process. For Creator IP, verification is determined by internal review and administrator approval of ownership based on identity, control, or other associated evidence. For Community IP, verification is achieved once the originating token meets predefined traction or distribution thresholds as determined by IP.World. Verified IP status is a mandatory prerequisite for all licensing, governance, attribution, and revenue-sharing provisions outlined in this Agreement. All rights granted and obligations imposed under this Agreement apply exclusively to Verified IPs.

1.6 Claimed IP: An IP Asset that has been claimed through IP.World by an individual or entity, whether as a Creator IP or as the initiator of a Community IP. Claiming is a prerequisite to verification.

1.7 Remix Token: An ERC-20 token created on IP.World and linked to a specific IP Asset, representing a derivative or remix of the originating IP Asset. A Remix Token may exist prior to IP verification but only attains rights and visibility privileges once associated with a Verified IP.

1.8 IP Owner Vault: A smart contract-controlled wallet created automatically upon IP verification. The IP Owner Vault is responsible for receiving and managing IP Owner Fees, and may be configured to route funds to one or more authorized beneficiaries, including individuals, multisigs, or delegated payout modules. The Vault serves as the official on-chain destination for fee allocations tied to a specific Verified IP.

1.9 Fees: The aggregate fees generated from decentralized exchange (DEX) liquidity provision and trading activity associated with a Remix Token. Fees may be subdivided into IP Owner Fees, UGC Fees, or other protocol-defined components as determined by IP World.

1.10 IP Owner Fees: A percentage of all Fees generated by Remix Tokens under a Verified IP, which is automatically allocated to the designated IP Owner wallet. Upon verification of an IP, an IP Owner Vault is established and linked to the Verified IP. All IP Owner Fees are funneled to this Vault, where they may be distributed to one or more designated beneficiaries of the IP Owner, as configured through the Platform. A percentage of all Fees generated by Remix Tokens under a Verified IP, which is automatically allocated to the designated IP Owner wallet.

1.11 UGC Fees: A separate portion of Fees from Remix Tokens, allocated to a community rewards pool used for incentivizing remixers, contributors, and other ecosystem participants.

1.12 Platform: The term "Platform" refers collectively to the IP.World protocol and application layer that facilitate registration, remix creation, IP verification, token governance, and attribution enforcement. While used interchangeably with IP.World for functional purposes, the term "Platform" more specifically refers to the underlying technical infrastructure supporting the enforcement of rights granted under this Agreement.

2. Relationship to PIL

This License incorporates the PIL by reference. The IP Token License governs token-linked monetization rights and attribution mechanics. IP Asset rights, definitions, and parameters not covered here default to the PIL.

This license reflects a specific instantiation of the PIL with the following parameters:

- The IP license is transferable (by the IP Owner holding the associated licensing token).
- Commercial use is permitted, with attribution required.
- Derivative creative works are disallowed under the Story Protocol Derivative IPA framework. However, Remix Tokens may be created under IP World's own licensing structure, which does not rely on Story's Derivative IPA implementation.
- Sub-licensing is not permitted.
- Revenue shares are managed through IP World's protocol-defined fee distribution mechanism.
- Wrapped IP (wIP) is used as the primary attribution currency. Revenue may also include vested allocations of the Remix Token itself, distributed according to protocol logic.
- License is perpetual unless explicitly revoked by the IP Owner.

These settings constitute a standardized commercial social license. While not using Story Protocol's royalty module, this license still governs economic participation and visibility for Remix Tokens through IP World's monetization infrastructure.

3. License Grant and Token-Specific Rights

The IP Token License is granted to the IP Owner and applies specifically to the Verified IP Asset they control. This license extends the standard rights under the Programmable IP License (PIL), conferring enhanced platform-level monetization, attribution, and governance capabilities within IP.World.

These rights are exercised in relation to any Remix Token formally linked to the Verified IP. Remix Tokens can be launched by any user - pseudonymous or otherwise - regardless of whether the associated IP is verified at the time of token creation. However, token linkage rights and benefits under this License only activate once the IP has been Verified through IP World's internal process. Even for tokens launched directly from a Verified IP, the IP Owner retains full authority to delist, revoke, or disassociate the token from their Verified IP if it fails to comply with content standards, misrepresents the IP, or violates Platform policies. While the license applies to the IP Asset itself, the following rights and controls take effect through the token linkage mechanism:

The IP Owner is entitled to:

- Receive a share of Fees generated by Remix Tokens via the IP Owner Vault.
- Exercise admin-level control over linked tokens' platform visibility, metadata, and associated representations.
- Endorse or revoke a Remix Token's linkage to their IP at any time, with immediate impact on visibility and fee routing.

The license is valid only while:

- The IP Asset remains Verified.
- The Remix Token is formally linked to the Verified IP.
- Attribution, content compliance, and fee allocation standards are met.
- Marketing use complies with Platform policies.

This license also enables broader community participation through IP.World's user-generated content (UGC) rewards system. Verified IPs may activate UGC Fee allocations, distributing rewards to users who contribute viral or high-impact content associated with linked Remix Tokens. While IP Owners maintain ultimate control over the IP linkage, these mechanics allow communities to earn alongside the growth of a token's cultural relevance.

Remix Tokens may not imply exclusive affiliation or use of the IP beyond what is permitted by linkage. This license does not permit general use of the IP for derivative creative works, physical goods, off-platform advertisements, or merchandising unless otherwise granted by the IP Owner.

The IP Owner retains full rights to:

- Request modifications or takedowns of any on-platform token content (e.g., name, image, description, social links) that they deem misleading or misrepresentative.
- Unlink or delist any Remix Token that falsely attributes the IP, violates brand integrity, or leverages the IP in an unauthorized way.
- Restrict visibility or revoke platform benefits for Remix Tokens that misuse marketing channels (e.g., social media accounts using IP media, promotional claims, or associated visuals without approval).

All token-linked marketing and metadata on IP.World - including social profiles, token descriptions, links, and featured banners - must comply with Platform standards. While IP World enables token creators to associate external channels such as X (formerly Twitter) or Instagram to their token's on-platform profile, such associations are purely informational. The existence of a Remix Token or its linkage to a Verified IP does not constitute approval of or affiliation with any off-platform channel. IP.World and the IP Owner may jointly or independently moderate, restrict, or delist tokens that misrepresent or misuse these external associations.

This license does not confer any rights to manage or represent the IP across off-platform environments. Token creators may request promotional support through IP.World integrations, but any use of the IP in external campaigns, social media bios, visuals, or branding must comply with attribution standards and may be reviewed or restricted by the IP Owner.

Remix Tokens not explicitly linked to a Verified IP are not eligible for fee participation, platform visibility, or the rights granted under this Agreement.

4. Fees and Distributions

Upon verification of an IP, the Platform automatically creates an IP Owner Vault to route and manage Fees. The Vault is configured to distribute revenues generated by Remix Tokens in accordance with this Agreement.

- **IP Owner Fees:** The IP Owner, as the verified rights holder, is entitled to two primary forms of protocol-level monetization derived from any Remix Token linked to their Verified IP:
 - **Wrapped IP (wIP) Fees:** 20% of the Wrapped IP (\$wIP) side of all trading activity is allocated to the IP Owner Vault.
 - **Remix Token Vesting:** The IP Owner receives a vested allocation equal to 3% of the total supply of each linked Remix Token. This supply-based vesting represents a future-aligned incentive structure and reflects the IP Owner's endorsement value.

As the platform evolves, the IP Owner Vault may support delegated administrators, multisig controllers, or designated beneficiaries authorized by the IP Owner.

- **User-Generated Content (UGC) Rewards:** A separate 50% portion of the Remix Token side of LP fees is allocated to a UGC rewards pool. This incentivizes community participants who contribute meaningfully to the memetic growth and visibility of the Remix Token. Rewards are based on content virality, proper attribution, and positive cultural impact. Verified IP Owners may opt in to UGC reward participation and:
 - Define acceptable attribution or content standards.
 - Flag and restrict misleading or deceptive content.
 - Set usage guidelines around branding or media assets.

UGC content remains subject to moderation and attribution auditing. Distribution of rewards from the UGC pool is automated and governed solely by protocol-defined criteria. Manual overrides, off-chain arrangements, or discretionary payments outside this structure are not recognized unless expressly authorized by both IP World and the IP Owner.

5. Enforcement and Delisting

This Agreement empowers the IP Owner to initiate delisting, unlinking, or fee restriction for Remix Tokens that misrepresent, misuse, or infringe upon the Verified IP. IP World will comply with such requests unless they conflict with governing law or platform policy.

Reasons for delisting or enforcement may include:

- Use of unauthorized media, logos, or representations.
- Violation of attribution or licensing parameters.
- Association with off-platform social channels that impersonate or misuse the IP.
- Breach of community standards or brand integrity.

Enforcement actions may include delisting, partial or full removal of promotional visibility, exclusion from metadata indexing, or restriction of fee routing. All actions will be recorded on-chain or through transparent logs. The license granted herein shall apply globally, across all jurisdictions and digital environments, and extends to Remix Tokens linked to Verified IP through platform-defined token linkage mechanisms.

6. Platform Responsibilities and Disclaimers

The Platform provides tools for token creation, IP verification, and governance enforcement. However, it does not:

- Guarantee the accuracy or authorship of external social media links.
- Vet or moderate third-party claims made off-platform.
- Enforce legal takedown actions beyond delisting or moderation.

Social channels linked to Remix Tokens (e.g., X, Instagram) are informational. Their presence does not imply Platform endorsement or IP Owner affiliation unless formally verified.

7. Termination and Survival

This License remains effective as long as:

- The IP Asset is verified.
- The Remix Token remains linked.
- Attribution, licensing, and fee obligations are met.

Termination may be triggered by IP Owner revocation, delisting, non-compliance, or platform policy violations. Provisions related to fee history, dispute resolution, disclaimers, and governing law will survive termination.

8. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the jurisdiction in which IP World is incorporated. All disputes shall be resolved via binding arbitration under platform-selected arbitration rules, unless superseded by platform policy or mutually agreed procedures.

9. Disclaimers and Limitations of Liability

All features of the IP World platform are offered “as is” and without warranties of any kind. IP World disclaims all liability for token volatility, community content, or external integrations.

The Platform is not liable for indirect, incidental, or consequential damages arising from use of the Platform, token creation, or third-party misuse of IP-linked tokens.

10. Miscellaneous

This Agreement represents the entire agreement governing the supplemental rights granted to IP Owners within IP World, in relation to Remix Tokens. If any clause is deemed unenforceable, the remaining provisions shall remain in effect.

IP World may modify this Agreement with advance notice or through protocol updates. Assignment of rights must be explicitly authorized by IP World.