

AZUKI NFT LICENSE AGREEMENT

LAST REVISED ON 5/5/22

This Azuki NFT License Agreement (the “License”) is a legally binding agreement entered into between Chiru Labs and you. When you acquire an Azuki NFT, you own all personal property rights to the token underlying the Azuki NFT (e.g., the right to freely sell, transfer, or otherwise dispose of that Azuki NFT), but you do not own the associated artwork, brand, or other intellectual property associated with that Azuki NFT, except for the specific licensed rights set forth below.

DEFINITIONS

“**Azuki NFT**” means any Azuki branded or themed NFT created by or on behalf of Chiru Labs.

“**Azuki NFT Art**” means the artwork, image or works of authorship associated with a specific Azuki NFT.

“**Azuki Trademarks**” means any and all logos, trademarks, service marks, and trade dress associated with Azuki, azuki.com, the Azuki NFTs, and Chiru Labs, including the “Azuki” or “Azuki.com” names, the “Bobu” name, or any other names of Azuki-related characters or products or service developed by us.

“**Chiru Labs**,” “**us**,” “**we**,” or “**our**” means Chiru Labs, Inc and/or its affiliates.

“**Commercial Use**” means any activity that is performed with the intent to generate revenue, such as sale or transfer of items (including NFTs) on any marketplace, creating and selling merchandise or creating a comic book or video game.

“**Final 50 Beanz**” means the Beanz NFTs created by Chiru Labs with Token ID numbers 19950 - 19999.

“**NFT**” means any blockchain-tracked non-fungible token, including those complying with the ERC-721A, ERC-721, ERC-1155, or other non-fungible token standard.

“**you**” or “**your**” means a lawful owner of an Azuki NFT.

Capitalized terms that you see have the meanings set forth in this “Definitions” Section.

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Basically we're letting you make dope sh*t with Azuki NFT art, but we have the same mission. No harm no foul if we make something that happens to look similar to what you made.

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If you ever ask yourself what if I want to [insert obscure corner-case scenario]? The answer is: if it's not specifically permitted above, you have to first ask us and receive our consent.

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Please use your Azuki NFT responsibly. If someone sues us because of something you did with your Azuki NFT, you will be responsible for any damages we face (including our legal expenses).

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