

Beta SDK and Software License Agreement

This BETA SDK AND SOFTWARE LICENSE AGREEMENT (the “**Agreement**”) is a legal agreement between you (“**Licensee**”) and Soulbound Inc. (“**Soulbound**”), the licensor, collectively (the “**Parties**”) and individually (a “**Party**”). This Agreement specifies the terms under which Licensee may access and use the Software (as defined below). Please read this Agreement carefully before accessing the Software, because by accessing or otherwise using the Software, Licensee shall thereby manifest and confirm its acceptance of this Agreement and agreement to be bound by all of the terms and conditions of this Agreement, the date of which acceptance shall be the “**Effective Date**”. If Licensee does not agree to (or cannot comply with) all of the terms and conditions of this Agreement, then Licensee is therefore not authorized to, and must not, access or otherwise use the Software. If Licensee is agreeing to this Agreement on behalf of a company, Licensee represents that he or she is an authorized representative of the company capable of binding the company to this Agreement, and the company shall be deemed the Licensee for the purposes of this Agreement.

The Parties agree as follows:

1) **Definitions.** The definitions for some of the defined terms used in this Agreement are set forth below. The definitions for other defined terms are set forth elsewhere in this Agreement.

a) “**Confidential Information**” means the Software and any and all source code relating thereto which is not open source or otherwise in the public domain, and all other non-public information, including, without limitation, any material regarding Soulbound’s business activities, legal affairs, finances, customers, properties, pricing, and data.

b) “**Software**” means Soulbound’s Software Development Kit (SDK) and any related software or other software that Soulbound may now or in the future make available pursuant to this Agreement.

c) “**Term**” means the period commencing upon the Effective Date and continuing until either Party provides notice to the other of its intent to terminate this Agreement for any or no reason.

2) **License Grant; Restrictions on Use.**

a) License Grant to the Software. Subject to the terms and conditions of this Agreement, Soulbound hereby grants to Licensee during the Term a non-exclusive, non-transferable, limited license, without the right to grant any sublicense(s), except as expressly set forth in this Section, to: (a) access, install, and/or download the Software in connection with Licensee’s website, application, or platform (collectively, Licensee’s “**Platform**”); (b) integrate the Software into Licensee’s Platform; and (c) use, and allow others to use (in accordance with the terms and subject to the conditions of this Agreement), the content that results from integration with the Software. Licensee may sublicense the license rights in the preceding sentence to its contractors and other service providers (collectively, Licensee’s “**Service Providers**”) solely in the event and to the extent that any such third-party provides a relevant service to or for the benefit of Licensee and expressly agrees to be bound by all of the terms and conditions of this Agreement. Licensee acknowledges and expressly agrees that Licensee shall be jointly and severally liable and responsible for all acts and/or omissions of such Service Providers. This Agreement does not govern or grant the Licensee, or any third party, any license or right to use the Software other than as expressly set forth herein. At the end of the Term, Licensee will stop any and all use of the Software (and all portions or derivatives thereof) by Licensee and all of its subsidiaries, affiliates and third-party Service Providers, and shall promptly delete or destroy all copies of the Software and any related documentation, unless otherwise countermanded in writing by both Parties.

b) Ownership. Other than the limited license granted to Licensee pursuant to Section 2(a), above, all rights, title, and interests in and to the Software, including, without limitation, all modifications, improvements, adaptations, enhancements, or translations made thereto, and all proprietary rights therein, shall be and remain the sole and exclusive property of Soulbound and its third-party licensors (as applicable). Soulbound and its third-party licensors (as applicable) own and shall own all rights, title, and interests (including, but not limited to, intellectual property rights and other proprietary rights) in and to the Software and all related content and technology, including any Feedback (as defined below) provided by Licensee with respect to the Software. To the extent any rights or interests in any of the foregoing would otherwise vest in Licensee or any of its affiliates, or any of its or their respective employees or

contractors, Licensee hereby assigns and irrevocably agrees to assign (and will take appropriate steps to cause its affiliates, Service Providers, and their respective employees and contractors to assign) any and all such rights and/or interests to Soulbound.

c) **Restrictions on Use.** Licensee covenants and agrees that Licensee will not (and will not suffer or permit any third-party to): (i) reverse engineer, decompile, disassemble, copy, adapt, modify, create any derivative works based upon any of the Software (or any portion or derivative thereof), or otherwise attempt to discern the proprietary source code or interface protocols of or concerning the Software; (ii) adapt, translate, or otherwise modify the Software, except for installation, testing, evaluation, or routine backup purposes; (iii) license, sublicense, sell, resell, transfer, distribute, lend, share, make or undertake (directly or indirectly) any unauthorized commercial use of any of the Software (or any portion or derivative thereof); (iv) remove or modify any of the proprietary markings or restrictive legends placed on, contained, or otherwise displayed in conjunction with the Software; (v) use the Software in violation of any applicable law or regulation, or for any purpose not specifically permitted pursuant to this Agreement; or (vi) introduce into the Software any virus, worm, "back door," Trojan Horse, or other similar malicious software or code.

d) **No Fees.** Soulbound will not charge Licensee any fees for Licensee's authorized use of the Software pursuant to this Agreement.

3) **Termination.**

a) **Termination.** Either Party may terminate this Agreement at any time for any reason or for no reason.

b) **Effect of Termination.** Upon termination of this Agreement: (i) all rights, licenses, and sublicenses granted hereunder or pursuant to this Agreement will thereupon terminate, and Licensee will immediately cease all access and use of the Software (and any portions or derivatives thereof) by Licensee, its subsidiaries, affiliates, Service Providers, and their respective employees and contractors; and (ii) Licensee shall either return to Soulbound (or, at Soulbound's instruction, destroy and provide Soulbound with written certification of the destruction of) all documents, computer files, and other materials containing any Confidential Information that are in Licensee's possession or otherwise under the control of Licensee, its subsidiaries, affiliates, Service Providers, and their respective employees and contractors.

c) **Survival.** The following provisions will survive termination of this Agreement: Section 1 ("Definitions"); Section 2(b) ("Ownership"); Section 2(c) ("Restrictions on Use"); Section 3(b) ("Effect of Termination"); this Section 3(c) ("Survival"); Section 4 ("Confidentiality; Feedback; Feature Requests; Publicity"); Section 5 ("Support and Assistance; Data Title; Data Use"); Section 6 ("Representations and Warranties; Disclaimer"); Section 7 ("Limitation of Liability"); Section 8 ("Indemnification"); and Section 9 ("Miscellaneous Provisions").

4) **Confidentiality; Feedback; Feature Requests; Publicity.**

a) **Use and Disclosure of Confidential Information.** Licensee covenants and agrees that it will: (i) use the Confidential Information only in connection with its performance of its obligations and the exercise of its rights under this Agreement; and (ii) not disclose the Confidential Information to any third-party unless authorized in writing by Soulbound to do so. Licensee will protect the confidentiality of any Confidential Information using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care). Notwithstanding the foregoing, Licensee may disclose Confidential Information to the limited extent required (x) in order to comply with an order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that Licensee shall first have given written notice to Soulbound of such required disclosure and that Licensee reasonably cooperates with Soulbound in connection with obtaining an appropriate protective order regarding the required disclosure of any of the Confidential Information; or (y) to establish Licensee's rights under this Agreement, including to make any required court filing. Following the Term of this Agreement, Licensee shall promptly return to Soulbound all copies of the Confidential Information, whether in written, electronic, or other form or media, or, if requested by Soulbound, Licensee shall take effective steps to destroy all such copies and certify in writing to Soulbound that such Confidential Information has been destroyed. Licensee's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the effective date of expiration or termination of this Agreement; provided, however, with respect to any

Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement and shall remain in effect for as long as such Confidential Information remains subject to trade secret protection under applicable law.

b) Feedback. Licensee may provide Soulbound with suggestions, recommendations, comments, evaluations, analyses, results, and other forms of feedback on a periodic basis in written or electronic form, whether provided by Licensee, its affiliates, Service Providers, users, or any of its or their respective employees or contractors, as applicable (collectively, "**Feedback**"). Licensee agrees that Soulbound is and shall be the sole and exclusive owner of any and all Feedback and any and all related intellectual property rights and other proprietary rights, and that Soulbound shall be free to use, reproduce, disclose, and otherwise exploit any and all such Feedback without compensation or attribution to Licensee or any third-party.

c) Feature Requests. Licensee may request additional features to be added to the Software, and Soulbound may, at its sole discretion, use commercially reasonable efforts to incorporate any such request into the Software. Soulbound shall never be obliged to grant or reject any feature request, and Licensee acknowledges and agrees that all intellectual property rights and other proprietary rights relating to any such features are and shall be the sole and exclusive property of Soulbound. For the avoidance of doubt, any such feature requests shall be considered Feedback for all intents and purposes.

d) Publicity. Licensee grants to Soulbound a limited license to reproduce and use the trademarks and other identifying information pertaining to the Licensee as well as any metrics resulting from Licensee's use of the Software (excluding any particular metric that expressly includes Licensee's confidential information) for use in connection with Soulbound's website, social media accounts, and/or other materials (collectively, "**Permitted Use**"). Licensee may at any time require that certain Permitted Uses be altered or removed following Soulbound's receipt of such written notice from Licensee.

e) Non-Blocking of Development. Licensee acknowledges that Soulbound is currently developing or may develop technologies and products in the future that have or may have design and/or functionality similar to products that Licensee has or may develop. Nothing in this Agreement shall restrict, impair, limit, curtail, or prevent the rights of Soulbound and its subsidiaries and affiliates to continue or to commence the design, development, production, maintenance, and/or distribution of any existing or planned technologies, products, or services. Licensee covenants and agrees that Licensee shall not assert in any way, directly or indirectly, any patent or other intellectual property right owned or otherwise controlled by Licensee or any of its affiliates relating to any of the Software or modifications made thereto against Soulbound, its subsidiaries or affiliates, or any customers, direct or indirect, agents, and/or contractors regarding the manufacture, use, import, export, licensing, offer for sale, sale, or other commercialization, of any of Soulbound's technologies, products or services.

5) **Support and Assistance; Data Title; Data Use.**

a) Support and Assistance. Upon Licensee's request, Soulbound shall endeavor to provide commercially reasonable support and technical assistance for the installation, testing, and operation of the Software (as applicable). Soulbound makes no representations or warranties that such assistance will be timely provided, or will meet Licensee's needs, or will be rendered at all.

b) Data Title. Licensee is and will remain the sole and exclusive owner of all rights, title, and interests in and to all Licensee Data, including, without limitation, all intellectual property rights relating thereto, subject to the rights and permissions granted herein, and Section 5(c), below. "**Licensee Data**" means all information, data, and other content, including, without limitation, any rights and permissions therein, that is collected, downloaded, or otherwise received by or for Soulbound, directly or indirectly, from Licensee by means of or through the Software. For the avoidance of doubt, Licensee Data may include data of or concerning third parties that use Licensee's Platform. Licensee represents and warrants that Soulbound is entitled to reproduce, publish, and otherwise use the Licensee Data pursuant to the stated purposes of the Software as made available, and as may be updated, from time to time by Soulbound. Licensee covenants and agrees that Licensee shall not submit, produce and/or otherwise

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d) Use Restrictions. Soulbound shall only use Licensee Data as permitted under this Agreement and shall not disclose or distribute the Licensee Data, or any portion thereof, to any third party (other than to its subsidiaries and affiliates, and its/their respective employees and contractors) without Licensee's prior written consent. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by Licensee. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Soulbound shall not at any time, directly or indirectly: (i) modify or create any derivative works of the Licensee Data, in whole or in part; (ii) rent, lease, lend, sell, distribute, publish, transfer, or otherwise make available Licensee Data; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code corresponding to the Licensee Data or methods used to compile Licensee Data; (iv) remove any proprietary rights notices included within Licensee Data; or (v) publish, enhance, or display any compilation or directory based upon information derived from Licensee Data.

e) Data Warranties. Licensee represents and warrants that: (i) Licensee Data does not and shall not include any virus, worm, "back door," Trojan Horse, or other malicious software or code; (ii) Licensee has obtained and shall maintain all governmental, regulatory, and other necessary licenses, registrations, permits, certifications, and approvals required for its collection, production, processing, transmission, or other distribution of Licensee Data by means of or otherwise in connection with the Software; (iii) Licensee has obtained and shall maintain at all times during the Term of this Agreement all third-party permissions, approvals, rights, and consents required to license any and all of the Licensee Data to Soulbound as contemplated by this Agreement; and (iv) Licensee will use reasonable efforts to notify Soulbound of any defects or errors in Licensee Data.

f) Data Usage. Notwithstanding anything to the contrary contained in this Agreement, Soulbound has and shall have the right to collect and analyze the Licensee Data and other information relating to the provision, use, and performance of any and all aspects of the Software and related systems and technologies (collectively, "**Usage Data**"), and Soulbound will be freely entitled during and after the Term of this Agreement to reproduce, modify, disclose, and otherwise use the Usage Data, including, without limitation, for purposes of improving, enhancing, and otherwise modifying Soulbound's technologies, products and services. For the avoidance of doubt, wallet addresses shall be considered anonymized data unless they are disclosed with such other information so as to reveal the identity of the particular individual or entity that owns or controls any particular wallet.

6) **Representations and Warranties; Disclaimer.**

a) Representations and Warranties. Each Party represents and warrants that: (i) it has the full right, power, and authority to enter into this Agreement, to discharge its obligations hereunder, and to grant the licenses granted hereunder; and (ii) it shall comply with all applicable federal, state, and local laws, rules, and regulations in the conduct of its business and in the performance of its obligations under this Agreement. Licensee acknowledges and agrees that Soulbound does not exercise control over any of the other users of the Software (except for Soulbound's ability to terminate or limit a user's continued authorization to access and use the Software in the event of a breach of such individual's or entity's separate agreement with Soulbound; and, accordingly, Licensee further represents and warrants that (x) its users shall not use the Software in any unauthorized manner or otherwise misuse the Software; (y) Soulbound is not responsible for Licensee's users', or any other user's, misuse of any of the Software; and (z) Soulbound has and shall have no obligation or liability for any attempted or purported misuse of the Software (or any portion or derivative thereof).

b) Disclaimer. **LICENSEE ACKNOWLEDGES THAT THE SOFTWARE IS A "BETA VERSION" PRODUCT THAT MAY CONTAIN DEFECTS AND ERRORS, AND IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF**

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7) **Limitation of Liability.** SUBJECT TO THE LAST SENTENCE IN THIS SECTION 7: (a) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON OR ENTITY CLAIMING RIGHTS BASED ON OR OTHERWISE DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS, WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) WITH RESPECT TO ANY OF THE SOFTWARE, ANY COMPONENTS, UPDATES (IF ANY), DOCUMENTATION, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND (b) EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00 USD) OR THE AGGREGATE FEES ACTUALLY PAID AND PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES, WHICHEVER IS GREATER. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO (i) LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, (ii) USE OF THE SOFTWARE AND/OR THE DOCUMENTATION OUTSIDE THE AUTHORIZED SCOPE OF THE LIMITED LICENSE GRANTED BY SOULBOUND PURSUANT TO THIS AGREEMENT, (iii) LIABILITY RESULTING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS PURSUANT TO SECTION 4, ABOVE, OR (iv) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, BELOW.

8) **Indemnification.** Licensee shall indemnify, defend, and hold harmless Soulbound, its affiliates, and its/their respective officers, directors, employees, attorneys, and agents (collectively, the "**Indemnified Parties**") from and against any and all losses, liabilities, damages, fines, and claims, and all related costs and expenses (including reasonable legal fees and disbursements, and costs of investigation, litigation, settlement, judgment, interest, and penalties) incurred by such Indemnified Parties in connection with any third-party claims, actions, or proceedings to the extent arising from or relating to any breach of this Agreement by Licensee or any of its affiliates or third-party Service Providers.

9) **Miscellaneous Provisions.** If any provision of this Agreement (or any part thereof) is found to be illegal, invalid, or otherwise unenforceable, such provision (or part thereof) shall be enforced to the minimum extent possible consistent with the stated intentions of the parties, or, if incapable of being so enforced, shall be deemed deleted from this Agreement, while all of the other provisions of this Agreement shall remain in full force and effect. This Agreement is not assignable, transferable, or sublicensable by either Party, except with the other Party's prior written consent; provided, however, each of the Parties may assign this Agreement in its entirety, without the other Party's prior consent, to a successor to all or substantially all of such Party's assets or business that directly relates to this Agreement. Any attempted or purported assignment, sublicense, or transfer of this Agreement (or of any rights or obligations hereunder) for which any required consent is not first obtained shall be null and void, and shall constitute a material breach of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to any choice of law or conflict of law provisions thereof. All claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by any federal or state courts

of competent jurisdiction located in the state of Delaware. Both Parties agree that this Agreement is the complete and exclusive statement of the mutual understanding and agreement of the Parties and supersedes and cancels all previous written and verbal agreements, communications, and other understandings relating to the subject matter of this Agreement. Any modification to this Agreement must be in a written document signed by both Parties. No agency, partnership, joint venture, or employment relationship is being created as a result of this Agreement, and neither Party has any authority to bind the other Party in any respect whatsoever. Licensee hereby grants Soulbound a limited right during the Term to disclose that Licensee is a user of the Software.

10) **Notices.** Any notices, requests, consents, claims, demands, waivers, and other communications by Licensee to Soulbound that relate in any manner to this Agreement shall be sent to legal@soulbound.gg.

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