

NON-EXCLUSIVE LICENSE AGREEMENT

<u>LICENSOR:</u>	You, the person submitting, posting, uploading, or otherwise communicating the Licensed Material to Licensee.
<u>LICENSEE:</u>	Tally Labs Inc, a Delaware corporation
<u>LICENSED MATERIAL:</u>	The NFT character, and all elements contained therein, including, without limitation, any and all copyright and other intellectual property rights thereto, as well as all materials which are incorporated therein, including, without limitation, all artwork, characterizations, interactive features, names, likenesses, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that are submitted, posted, uploaded, or otherwise communicated to Licensor by You.
<u>PERMITTED USAGE:</u>	In connection with a digital illustrated short story and/or “webtoon” (the “ Production(s)”) .
<u>LICENSE PERIOD:</u>	Perpetuity
<u>NUMBER OF EXHIBITIONS:</u>	Unlimited
<u>LICENSE FEE:</u>	Gratis
<u>TERRITORY:</u>	Universe

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Licensor hereby grants to Licensee, a **non-exclusive** license to use the Licensed Material in the Production(s) for the purposes and in the manner set forth herein. Rights granted are limited to use of the Licensed Material in the Territory for the License Period solely in connection with the production, advertisement, distribution, exhibition, and exploitation of the Production(s). This license is subject to both parties’ agreement to and compliance with the following:

1. Licensee shall have the right to edit, modify, add to, subtract from, arranged, rearranged, and revised the Licensed Material for any reason and in any manner which Licensee may determine, and to the extent determined by Licensee, if at all, Licensee may add sound effects, music, voices, and/or other elements of the Licensed Material, and may use, adapt and modify the Licensed Material or any portion or element of the foregoing and combine it with other materials in the Program(s) or otherwise at Licensee’s discretion.
2. Licensor represents and warrants that (i) Licensor has the full right, power and authority to enter into, fully perform and grant the rights obtained in this License Agreement (this “Agreement”), and by entering into, fully performing and granting the rights granted by Licensor in this Agreement, it is not and shall not be in violation of the terms of any agreement or understanding to which Licensor is party, (ii) Licensor owns or controls 100% of the copyrights in the Licensed Material, (iii) the Licensed Material does not and shall not infringe upon the rights or interests of any third party; (iv) all elements within the Licensed Material are either original with the Licensor, or Licensor has obtained all necessary permissions and consents (e.g., from individuals and locations) such that Licensor has the right to grant the rights set forth in this Agreement in connection with such elements such that the Licensed Material may be used as contemplated hereunder; (v) the Licensed Material is free and clear of any liens or claims with respect to the use of such Licensed Material in the manner authorized herein, and such use authorized herein will not give rise to any claims of infringement, invasion of privacy or publicity or claims for payment of re-use fees, residuals or additional License Fees.
3. Licensor shall indemnify, defend and hold harmless Licensee, its officers, directors, consultants, employees, successors, licensees, agents and permitted assigns from and against any claim, demand, action, damages, loss, expense (including reasonable attorneys’ fees) and other liabilities arising from actions brought by third parties

arising from any of the following: (a) any breach of any of the representations, warranties or agreements made by it hereunder; (b) a claim that the use of any or all of the Licensed Material infringes any intellectual property right(s) of such party; and (c) any use of the Licensed Material consistent with the terms hereof. Licensor shall bear full responsibility for the defense of any such claim. Licensor shall keep Licensee informed of, and consult with, Licensee in connection with the progress of any litigation or settlement of any such claim. Licensor shall not have any right, without Licensee's written consent, to settle any such claim if such settlement obligates licensee to make or contribute to a monetary payment; arises from or is part of any criminal or quasi-criminal action, suit or proceeding; or contains a stipulation, admission or acknowledgment of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of Licensee. Licensor shall reimburse Licensee promptly upon demand for any payment made by Licensee at any time to which the foregoing indemnity applies.

4. Licensor acknowledges that Licensee is under no obligation to include the Licensed Material within the Production(s).
5. Licensee acknowledges that its use of the Licensed Material will not affect Licensor's continued and separate copyright ownership of the Licensed Material.
6. Licensor agrees that its sole remedy in the event of any default or breach of the Agreement by Licensee shall be an action at law against Licensee to recover monetary damages actually suffered, if any (but no special, consequential or punitive damages). Specifically, Licensor agrees that Licensor shall not have any right to enjoin or otherwise prevent or inhibit the distribution or exhibition of the Production(s), or to terminate or rescind any of the rights, releases or privileges granted hereunder to Licensee, or to obtain any other form of equitable or injunctive relief, any right to which Licensor irrevocably waives. Licensor hereby expressly waives on its behalf, and on behalf of its heirs, executors, administrators and assigns, any so-called "moral rights," "droit moral" and any similar rights, laws and legal principles that may now or hereafter be recognized.
7. Licensee shall be entitled to assign all or a portion of the rights and licenses granted herein and shall be entitled to assign this agreement in its entirety to any person, firm or corporation acquiring ownership of or Production(s) rights to the Production(s). This Agreement is binding upon and shall inure to the benefit of the respective licensees, successors, and assigns of the Parties hereto.
8. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and there are no other representations, understandings or agreements between the parties relative to such subject matter. In the event of any conflict between any provision of this Agreement and any statute, law, regulation or applicable collective bargaining agreement provision, the latter will prevail; provided, however, that in such event, the provision(s) of this Agreement so affected will be curtailed and limited only to the minimum extent necessary to permit compliance with the requirement(s) of such statute, law, regulation or provision, and all other terms of this Agreement will continue in full force and effect. No waiver by Licensor of any term or condition of this Agreement will constitute a waiver by Licensor of any other term, condition or default.
9. This Agreement and all questions arising hereunder shall be governed by and construed in accordance with, the laws and decisions of the State of Delaware without giving effect to the principles thereof relating to the conflicts of law.

You understand and are bound by all terms contained in this agreement. Further, **You** understand that Licensee would not further consider the Licensed Material without this agreement and that should Licensee include the Licensed Material or any portion thereof in any Program(s) or exercise any other rights granted hereunder, it will be doing so in reliance on this agreement.

By posting an image of your NFT avatar on this Avenue Prompt **You** agree that **You** have read the above and agree to the terms therein.