

THE ITTYBITS “CAN’T BE EVIL” COLLECTIBLE LICENSE

NON-EXCLUSIVE COMMERCIAL RIGHTS & HATE SPEECH TERMINATION (“CBE-NECR-HS”)

By acquiring lawful ownership to an ethscription (“**Digital Collectible**”) associated with the ittybits ethscription project made available under this Collectible License (“**Project Collectible**”) created by the owner or entity that has created this Project Collectible (“**Creator**” or “**we**” or “**our**”), you agree to these Digital Collectible License Terms and Conditions (the “**Terms**”). When you lawfully own a Project Collectible, you own all personal property rights to the Collectible underlying the Project Collectible (e.g., the right to freely sell, transfer, or otherwise dispose of that Project Collectible). However, your rights to the associated artwork, images, video, content or other works of authorship linked to your specific Project Collectible which was developed by Creator (“**Collectible Media**”) are only as outlined below.

1. COLLECTIBLE LICENSE GRANT

1.1 Collectible Media License. For as long as you lawfully own a Project Collectible, Creator grants you a nonexclusive, perpetual, irrevocable (except as set forth in Section 3.2 below) worldwide license under our copyrights to use, distribute, reproduce, display, perform, modify, and create derivative works of the specific Collectible Media linked to your Project Collectible for personal and commercial uses, with the right to sublicense such rights through multiple tiers of sublicensees subject to the limitations in Section 1.4, and Articles 2 and 3 of these Terms with Creator being a third party beneficiary to all such sublicenses with the ability to enforce such agreements. This license includes the right to display as a profile picture, display on products or services using the Collectible Media or Collectible Media Derivatives (as defined below), display on sold merchandise, use in your original content, or to display in a physical or digital museum. All intellectual property rights in and to the Collectible Media and any other intellectual property rights of Creator not expressly licensed herein are reserved by Creator.

1.2 Modifications and Derivative Works. We understand that you may want to create derivative works of the Collectible Media (“**Your Collectible Media Derivatives**”) and we allow you to do so under the scope of the license granted above. However, you acknowledge and agree that (a) we may also create our own future derivatives of the Collectible Media, (b) the subsequent lawful owner of the Project Collectible may create its own derivatives of the Collectible Media and (c) other owners of their own Project Collectibles and the associated artwork, images, video, content or other works of authorship linked to such Project Collectible (“**Other Project Collectible Media**”) may also create their own derivatives of the Other Project Collectible Media (each of them “**Other Collectible Media Derivatives**”).

These Other Collectible Media Derivatives may be similar or identical to Your Collectible Media Derivatives. Accordingly, on behalf of yourself and your heirs, successors and assigns, you irrevocably covenant and agree not to assert or bring any suit, claim, demand or challenge against (a) Creator or its past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with their use distribution, reproduction, display, perform, modification, and creation of derivative works of any Collectible Media or any of their own Other Collectible Media Derivatives or (b) any other Project Collectible owner or its past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with the use distribution, reproduction, display, perform, modification, and creation of derivative works of the Other Project Collectible Media or any of their Other Collectible Media Derivatives. The foregoing is the case even if such Other Collectible Media or Other Collectible Media Derivatives is similar to or the same as any of Your Collectible Media Derivatives that have been created by you.

1.3 No Rights to Trademarks. Nothing in these Terms is meant to grant you any rights to any logos, trademarks, service marks, and trade dress associated with Creator or the Project Collectibles (“**Project Trademarks**”). Unless you have our prior written approval, you may not use any Project Trademarks

for any use that would require a license from us, including to register any domain names or social media accounts using any Project Trademarks, in any Collectible Media Derivatives, or to advertise or promote any other products or services.

1.4 Transfer and Sublicensing. The licenses granted in these Terms are non-transferrable, except that if you lawfully transfer ownership of your Project Collectible, the license to the Collectible Media in Section 1.1 to you shall terminate upon the effective date of such transfer, and such licenses will be assigned to the new owner of the Project Collectible associated with such Collectible Media. As a condition to sales, transfers or similar transactions of the Project Collectibles, the transferee agrees upon the acquisition of the Project Collectible that (a) the transferee is not a Restricted Party and (b) the transferee accepts these Terms. Further, if you choose to sublicense any of your licensed rights set forth in Section 1.1

above, you are only permitted to do so if any such sublicensees agree (i) that they are not Restricted Parties, (ii) to the same covenant not to assert as set forth in the second to last sentence of Section 1.2, and (iii) that if your licensed rights in Section 1.1 are transferred (such as because you sell your Project Collectible), then any such sublicenses you have granted in such licensed rights will automatically terminate. Because virtually all public blockchains are licensed under open source licenses, it is possible that the blockchain may fork, merge, or duplicate the original blockchain that initially recorded ownership of your Project Collectible. In such case, any rights granted under these Terms to owners of any Project Collectible will only be granted to the lawful owners of such Project Collectible whose ownership is recorded on the mainnet version of the blockchain that is generally recognized and predominantly supported in the blockchain industry as the legitimate successor of the original blockchain (as determined in our sole discretion).

1.5 Third Party Content. The Creator hereby represents and warrants to you that all of the copyrights in the Collectible Media are owned by the Creator, and does not contain (a) any artwork, images, video, content or other works of authorship, (b) logos, trademarks, service marks, or trade dress or rights of personality in which the relevant intellectual property rights are not owned by the Creator (“**Third Party Content**”), provided that the foregoing shall not apply if the Creator has obtained a license to such Third Party Content consistent with the licenses under this Agreement or the Creator has supplemented this Collectible License with an additional license that governs your right to use such Third Party Content.

1.6 Restrictions. Notwithstanding any of the above, you may not use the Collectible Media in any way that constitutes unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal or obscene, or that promotes any such activity, as determined in Creator’s sole discretion, it being understood that Creator may designate another entity such as a decentralized autonomous organization (“**DAO**”) or committee of a DAO to make this determination in Creator’s place, in which case Creator will be bound by that other entity’s decision. If a Project Collectible is fractionalized into smaller ownership interests (which may be represented by other tokens), the rights licensed hereunder do not transfer to each of the owners of such fractionalized interests in the Project Collectible, but are only granted to those who own all fractionalized interests in a Project Collectible or as may otherwise be agreed by the owners of such fractionalized interests if each of such owners agree that (a) the owner is not a Restricted Party and (b) the owner accepts these Terms. In order to purchase the Project Collectible if you are an individual, you must be 18 years of age or older if the age of lawfully capacity of forming binding contracts is older in the relevant jurisdiction. If you are an entity, the individual agreeing to the Terms must have the legal authority to bind the entity. If (a) you are an individual, you agree on your own behalf and (b) if you are an entity, you agree that neither the entity nor any of your owners or investors or any of their directors, officers, employees, agents or affiliates acting on your behalf: (i) is related in any way to, the governments of, or any persons within, any country or jurisdiction under a U.S. embargo enforced by the Office of Foreign Assets Control (“**OFAC**”), or any persons who are named on any list of sanctioned individuals or entities; (ii) is (or has ever been) prohibited from the transaction pursuant to U.S. anti-money laundering, anti-terrorist, economic sanctions and asset control laws; and (iii) is resident in a country or jurisdiction under a U.S. embargo enforced by OFAC (“**Restricted Parties**”).

2. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

2.1 Disclaimers. YOUR ACCESS TO AND USE OF THE PROJECT COLLECTIBLE AND COLLECTIBLE MEDIA IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CREATOR, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS AND EQUITYHOLDERS (THE “CREATOR ENTITIES”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT IN THE PROJECT COLLECTIBLES AND COLLECTIBLE MEDIA. THE CREATOR ENTITIES MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: (A) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, ORIGINALITY, SECURITY OR RELIABILITY OF THE PROJECT COLLECTIBLES AND COLLECTIBLE MEDIA; (B) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, BLOCKCHAIN, DIGITAL WALLET, HARDWARE OR MARKETPLACE; AND (C) WHETHER THE PROJECT COLLECTIBLES AND COLLECTIBLE MEDIA WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS; AND (D) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT THE PROJECT COLLECTIBLES AND COLLECTIBLE MEDIA. THE PROJECT COLLECTIBLES AND COLLECTIBLE MEDIA ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY.

2.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE CREATOR ENTITIES BE LIABLE (A) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PROJECT COLLECTIBLE OR THE COLLECTIBLE MEDIA), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE PROJECT COLLECTIBLES AND COLLECTIBLE MEDIA OR THESE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE CREATOR ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE PROJECT COLLECTIBLES AND COLLECTIBLE MEDIA. THE MAXIMUM AGGREGATE LIABILITY OF THE CREATOR ENTITIES FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) \$1,000 OR (II) THE AMOUNT YOU PAID FOR YOUR PROJECT COLLECTIBLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

2.3 Assumption of Risk. THE VALUE OF THE PROJECT COLLECTIBLES IS SUBJECTIVE, HAVE NO INHERENT VALUE AND THEREFOR CAN BE VOLATILE. YOU AGREE TO ASSUME ALL RISK ASSOCIATED WITH THE USE AND VALUE OF THE PROJECT COLLECTIBLE AND COLLECTIBLE MEDIA

2.4 Fundamental Elements. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE CREATOR ENTITIES AND YOU.

2.5 Template Provider Disclaimers. You and Creator each agree and acknowledge and agree that (i) these terms are based on a template that has been provided for public use, and (ii) each party and its heirs, successors and assigns, irrevocably covenants and agrees not to assert or bring any suit, claim, demand or challenge against the providers of such template, their parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, service providers and licensors (the “**Template Provider Entities**”) in connection with these terms, (iii) the availability of these terms shall not be construed as legal advice for any particular facts or circumstances and

are not meant to replace consulting competent counsel who is aware of your specific facts and circumstances and those of creator, and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance.

2.6 Indemnification. By entering into these Terms and accessing or using the Project Collectibles or Collectible Media, you agree that you shall defend, indemnify and hold the Creator Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) incurred by the Creator Entities arising out of or in connection with: (i) your violation or breach of any term of these Terms or any applicable law or regulation; (ii) your violation of any rights of any third party; (iii) your access to or use of the Project Collectible or Collectible Media; (iv) any modifications to or derivative works of the Collectible Media you create, or (v) any fraud, negligence or wilful misconduct committed by you. For these limited purposes, the Creator Entities (other than the Creator) are third party beneficiaries of the Terms.

3. **ADDITIONAL PROVISIONS**

3.1 Additional Features. Creator may choose to make additional features, access, content, items or other benefits available to owners of Project Collectibles (“**Additional Features**”). Creator has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring a Project Collectible. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.

3.2 Termination of License. If you materially breach any of the provisions of these Terms, Creator may terminate all of the licenses granted to you under these Terms. Creator will use commercially reasonable efforts to provide you with notice of such termination, though for the avoidance of doubt your licenses shall terminate regardless of whether such notice is actually received. Upon the termination of your licenses, you shall cease all use of the rights granted in Article 1, including, without limitation, ceasing all marketing, distribution, or sale of goods, services and media that feature the Collectible Media and shall cease all further use of the Collectible Media (including any Collectible Media Derivatives), and all sublicenses you have granted in the Collectible Media shall automatically terminate. The following sections shall survive the termination of these Terms and shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by Creator or you: Sections 1.3, 1.4, 1.6, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.3 and 3.4. Termination will not limit any of Creator’s other rights or remedies at law or in equity.

3.3 Miscellaneous. These Terms constitutes the entire and exclusive understanding and agreement between Creator and you regarding the Project Collectible and Collectible Media and supersedes and replaces any and all prior oral or written understandings or agreements between Creator and you regarding the Project Collectible and Collectible Media. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be freely assigned by Creator. Any purported assignment in violation of these Terms will be null and void. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

3.4 Governing Law & Arbitration. You and Creator shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with these Terms, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a

“Dispute”). If the parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all parties, such Dispute shall be finally settled by Binding Arbitration (as defined below). Any Dispute not resolved within ninety (90) days shall be referred to and finally resolved by arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. If your claim is for U.S. \$10,000 or less, You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in New York, New York, or if you request, the county (or parish) where You live, unless both Parties agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the parties (“Binding Arbitration”). The parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and Creator will each pay their respective attorneys’ fees and expenses. These Terms and any action related thereto will be governed by the laws of the State of New York, without regard to its conflict of laws provisions. Any dispute arising out of or related to these Terms is personal to you and Creator and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Creator each agree that any claims may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action or other proceeding in which a person attempts to resolve a dispute as a representative of another person or group of persons. Unless both you and Creator agree otherwise, the arbitrator may not consolidate or join more than one person’s or party’s claims, and may not otherwise preside over any form of a consolidated, representative, or class proceeding. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.