

# de[license]

**Last Updated:** December 12, 2023

Welcome to the DeGods Trademark License Agreement (this “**Agreement**”), which is a legally binding contract by and between De Labs, Inc. (“**De Labs**”), a Delaware corporation, and each DeGods NFT Holder (“**you**” or “**Licensee**”). It provides the terms and conditions applicable to the potential use of the DeGods marks (shown at ip.de.xyz) (the “**Licensed Marks**,” as defined below) by DeGods NFT holders.

By submitting a request to use any Licensed Marks or otherwise using any Licensed Marks, Licensee acknowledges that Licensee has carefully read and agrees to be bound by this Agreement.

## 1. **Eligibility.**

Any holder of a DeGods NFT (as defined below) who (a) has completed a request for use of the Licensed Marks and been approved through the process defined by De Labs in [ip.de.xyz] (the “**Website**”) and (b) is eligible to legally conduct business with De Labs under applicable law (e.g., you, and the country you reside in, are not subject to sanctions and of legal contracting age in your jurisdiction), may use the Licensed Marks but only in strict compliance with this Agreement.

## 2. **License Grant.**

Subject to Licensee’s compliance with the terms and conditions of this Agreement and so long as Licensee owns a DeGods non-fungible token as recorded on the relevant blockchain (“**DeGods NFT**”), De Labs grants to Licensee, and Licensee hereby accepts, a limited, non-exclusive, worldwide (but only where permitted by law), revocable, non-transferable, non-sublicensable, royalty-free license, during the term of this Agreement, to use and reproduce the trademarks and logos as approved by De Labs in its sole and absolute discretion and listed on the Website (the “**Licensed Marks**”) solely on and in connection with the products and/or services described in Licensee’s request for use of Licensed Marks completed via the Website and approved by De Labs or (if applicable) its Designee in its sole and absolute discretion (the “**Licensed Products**”), and for no other purpose. Specifically, the license granted under this Agreement does not include the right to use the Licensed Marks to create, or in any other way in connection with, any non-fungible tokens or other digital collectible items accounted for on a blockchain network. De Labs reserves all rights not expressly granted in this Agreement.

## 3. **De Labs’ Designee.**

De Labs may from time to time authorize a third party, including a decentralized autonomous organization (DAO), to approve or reject requests for use of the Licensed Marks and/or otherwise exercise certain De Labs’ rights under this Agreement (such third-party, a “**Designee**”).

## 4. **Ownership of Licensed Marks.**

As between the parties, (i) De Labs owns and will retain all right, title, and interest in and to the Licensed Marks; and (ii) all use by Licensee of the Licensed Marks under this Agreement, and all goodwill accruing therefrom, will inure solely to the benefit of De Labs. Licensee will not dispute or challenge, or assist any person or entity in disputing or challenging, De Labs’ rights in and to the Licensed Marks or the Licensed Marks’ validity. If Licensee acquires any rights in the Licensed Marks by operation of law or otherwise or De Labs requires the execution of certain documents or other acts to maintain, perfect, or enforce its rights, Licensee hereby irrevocably: (i) assigns and transfers such rights to De Labs, along with all associated goodwill; (ii) agrees to take any further such acts; and (iii) appoints De Labs’ and its Designee’s officers as Licensee’s attorneys in fact, coupled with an interest, for such limited

purpose. Licensee agrees that it will not register or try to register any trademark that is confusingly similar to the Licensed Marks anywhere. Licensee agrees to not use or register any trademark with De Labs' branding and design elements or any similar branding or design elements.

#### **5. Compliance.**

Licensee agrees that its use of the Licensed Marks and the Licensed Products will be consistent with De Labs' quality standards and brand usage guidelines established from time to time, and will be in compliance with all applicable laws and regulations. If De Labs notifies Licensee that Licensee's use of the Licensed Marks and/or the Licensed Products falls below De Labs' standards, Licensee will fix the problem to De Labs' satisfaction within thirty (30) days of notice. Licensee will not use the Licensed Marks in any manner that may defame, disparage, dilute, tarnish or otherwise damage or harm the reputation of De Labs, its affiliates or their business, or the Licensed Marks.

#### **6. Licensee's Name and Marks; Disputes.**

Licensees may be identified in a list of De Labs' licensees made publicly available by De Labs (on its website and/or via other means), and Licensee authorizes De Labs to use Licensee's name and marks for such purpose. Licensee acknowledges and agree that the Licensed Marks may be licensed to third-parties for use in connection with products or services similar to the Licensed Products, and De Labs has the right, but has no obligation, to support the resolution of, or resolve any, dispute that may arise between licensees of the Licensed Marks, which may include modifying this Agreement or any approvals previously granted.

#### **7. Term and Termination.**

This Agreement remains in effect until terminated. De Labs may terminate this Agreement on written notice to Licensee, effective immediately, if (i) Licensee fails to fix any problem with its use of the Licensed Marks within thirty (30) days after De Labs provides notice as described in Section 5; (ii) Licensee stops using the Licensed Marks for at least six (6) months; (iii) Licensee notifies De Labs that Licensee intends to stop using the Licensed Marks; (iv) Licensee breaches this Agreement; (v) upon any Change of Control (defined in Section 9(f)), bankruptcy, or insolvency of, or appointment of a receiver for, Licensee, in each case, as determined by De Labs in its reasonable discretion, and (vi) any actual or attempted assignment or transfer of this Agreement. Further, this Agreement will automatically terminate if Licensee ceases to own a DeGods NFT. Upon termination of this Agreement, Licensee will immediately discontinue all use of the Licensed Marks, provided that Licensee will be allowed to sell-off any inventory of physical Licensed Products existing on the date of termination for a period not to exceed four (4) months after termination. The provisions of Sections 4, 6, 8 and 10-12 shall survive the termination or expiration of this Agreement.

#### **8. Confidential Information.**

"**Confidential Information**" means any business or technical information of either party, including, without limitation, any information relating to any plans, finances, marketing plans, customer lists, business opportunities, research, development or know-how and any other information the nature of which would reasonably be expected to be proprietary or confidential. Confidential Information will not include information: (i) in the public domain through no fault of the receiving party at the time of disclosure; (ii) rightfully known by the receiving party without restriction as to use or disclosure prior to receiving such information; (iii) rightfully acquired by the receiving party from a third party who has the right to disclose such information without breach of any obligation of confidentiality; or (iv) that is independently developed by the receiving party without reference to Confidential Information of the disclosing party. The parties will not use the Confidential Information of one another except as necessary for the performance of this Agreement and will not disclose such Confidential Information to any third party. The parties will use all reasonable efforts to maintain the confidentiality of one another's

Confidential Information, but in no event less than the efforts that it ordinarily uses with respect to its own proprietary information of similar importance. The foregoing obligations will not restrict the parties from disclosing Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the parties give reasonable notice to one another to enable them to contest the order or requirement.

**9. Right of First Refusal.**

(a) In the event of either (i) a Change of Control (as defined below); or (ii) any other voluntarily transfer, assignment, conveyance, sale (other than sales of Licensed Products in the ordinary course of business), or other disposal of all or any part of Licensee's business in respect of the Licensed Products (the "**Business**") (clauses (i) and (ii), collectively, a "**Transfer**"), Licensee shall first offer De Labs a right to purchase all or any portion of the Business (the "**Offered Interest**"), which right De Labs may elect to exercise in its sole and absolute discretion.

(b) Licensee shall deliver a written notice to De Labs stating (i) Licensee's bona fide intention to Transfer the Offered Interest, (ii) the name and address of the proposed purchasing party of the Offered Interest, and (iii) the purchase price and terms of payment for which Licensee proposes to Transfer the Offered Interest.

(c) Within sixty (60) days after receipt of the notice described in Section 9(b), De Labs shall notify Licensee in writing of its desire to exercise its right to purchase the Offered Interest. The failure of De Labs to submit a notice within the applicable period shall constitute an election on the part of De Labs not to purchase the Offered Interest.

(d) Within ninety (90) days after receipt of the notice described in Section 9(b), De Labs shall have the first right to purchase the Offered Interest upon the price and terms of payment designated in such notice. If such notice provides for the payment of non-cash consideration, De Labs may elect to pay the consideration in cash equal to the good faith estimate of the present fair market value of the non-cash consideration offered.

(e) If De Labs elects not to purchase the Offered Interest, then Licensee may transfer the Offered Interest to the proposed purchaser, provided such Transfer (i) is completed within ninety (90) days after the expiration of De Labs' right to purchase the Offered Interest, and (ii) is made at the price and terms designated in such notice. If the Offered Interest is not transferred, Licensee must give notice in accordance with this Section 9 prior to any other or subsequent transfer of the Offered Interest.

(f) "**Change of Control**" means (i) the sale of all or substantially all of assets of the Business; (ii) any merger, consolidation or acquisition of Licensee with, by or into another corporation, entity or person; (iii) any change in the ownership of more than fifty percent (50%) of the voting capital stock of Licensee in one or more related transactions; or (iv) any transfer or disposition of any assets of the Business by judicial order, foreclosure, legal process, execution, attachment or other similar procedure or process.

**10. Representations and Warranties; Disclaimer.**

Each party represents and warrants to the other party that: (i) it has the right to enter into this Agreement and (ii) the execution, delivery and performance of this Agreement are within the corporate powers of such party and have been duly authorized by all necessary corporate action on the part of such party (if applicable), and this Agreement constitutes a valid and binding agreement of such party. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, DE LABS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT AND THE Y00TS MARKS,

INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DE LABS MAKES NO REPRESENTATION OR WARRANTY THAT ANY LICENSED TRADEMARK IS VALID OR THAT THE EXERCISE BY LICENSEE OF ANY RIGHTS GRANTED UNDER THIS AGREEMENT WILL NOT INFRINGE THE RIGHTS OF ANY PERSON.

11. **Indemnification.**

Licensee will defend De Labs against any claim, suit or proceeding brought by a third party: (i) alleging a breach of this Agreement by Licensee or (ii) arising from or relating to use of any Licensed Trademark under this Agreement, including any product liability claim or any claim of infringement, dilution, or other violation of any intellectual property rights relating to the manufacture, promotion, advertising, distribution, or sale of the Licensed Products by Licensee (but excluding any claim based solely on an allegation that Licensee's use of the Licensed Marks in accordance with this Agreement infringes such third-party's trademarks). De Labs shall have the right to defend any such claim through counsel of its own choice. You may not settle any claim, suit, or proceeding without De Labs' prior written consent.

12. **Miscellaneous.**

(a) **Governing Law; Disputes.** This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. Any legal action or proceeding arising under or related to this Agreement will be brought exclusively in the federal or state courts located in Los Angeles, California and the parties irrevocably consent to the personal jurisdiction and venue therein. However, De Labs may seek injunctive relief in any court of competent jurisdiction to prevent unauthorized use of the Licensed Marks. In there is any conflict or inconsistency in the application of this Section 12(a) and dispute resolution procedure in the NFT License Terms applicable to the DeGods NFT, the dispute language procedure in such NFT License Terms will prevail.

(b) **Amendments.** De Labs reserves the right to clarify or amend this Agreement by publicly publishing a new version of it. You may not amend this Agreement without De Labs' written agreement to do so.

(c) **Miscellaneous.** Licensee may not assign or transfer this Agreement, by operation of law, or otherwise, without De Labs' prior written consent. A Change of Control of Licensee will be considered an assignment of this Agreement. De Labs may freely assign this Agreement, in whole or in part. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns. All notices required or permitted under this Agreement will be in writing and will reference this Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. Either party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent. Unless otherwise expressly provided, no provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity, other than De Labs and Licensee, any rights, remedies or other benefits under or by reason of this Agreement. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the

fundamental intentions of the parties, and the remaining provisions of this Agreement will remain in full force and effect. The headings (and explanatory notes) to sections of this Agreement are for convenience or reference only and do not form a part of this Agreement and will not in any way affect their interpretation. The parties agree to contract electronically and that electronic signatures will have the same weight and effect as originals.