

PROGRAMMABLE DATA
LICENSE AGREEMENT

Version 1.0

This Programmable Data License Agreement (this “**Agreement**”) applies to the access and use of the Dataset that has been licensed by Licensee from Licensors. By uploading the Dataset for licensing via the Brickroad Protocol, Licensors agree to be bound by this Agreement, and by purchasing the Licensing Token via the Brickroad Protocol, Licensee agrees to be bound by this Agreement.

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.

- 1.1 “**Affiliate**” means, with respect to a given Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person.
- 1.2 “**Applicable Law**” means, with respect to any Person, any federal, state, or local law (statutory, common, or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling, or other similar requirement enacted, adopted, promulgated, or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.
- 1.3 “**Brickroad Protocol**” means EmetX’s blockchain-based open protocol for registering various datasets on a public, open manifest.
- 1.4 “**Claim**” means any dispute, claim, controversy, demand, action, or proceeding.
- 1.5 “**Commercial Use**” means any use that is primarily intended for, or directed towards, commercial advantage or monetary compensation.
- 1.6 “**Control**” means actual management control, or the direct or indirect ownership of sufficient voting securities to exercise ultimate decision-making authority.
- 1.7 “**Dataset**” means the data, artwork, images, videos, content, data, or other works of authorship that have been uploaded via the Brickroad Protocol as being available for license under this Agreement.
- 1.8 “**Dataset Policy**” means a policy for administering a group of datasets, including the Dataset, that is unified by a shared theme, origin, or licensing structure, and which policy is set forth by the relevant owners of the datasets. For example, a Dataset Policy may cover a group of datasets related to a specific character or a specific type of content, such as comic book art.
- 1.9 “**Derivative Dataset**” means any adaptation, derivative work, amendment, transformation, modification, remix, or other alteration of the Dataset.
- 1.10 “**EmetX**” means EmetX, Inc. and its Affiliates.
- 1.11 “**Error**” means data in the Dataset that is null or does not meet the Specifications.
- 1.12 “**Error Threshold**” means the percentage of the data in the Dataset that is or contains an Error.

- 1.13 “**Existing Uses**” means uses (e.g., the training of a specific model or the creation of a Derivative Dataset) that you have made of the Dataset prior to (i) the expiration or termination of this Agreement; or (ii) your transfer of the Licensing Token, if permitted in the License Parameters.
- 1.14 “**Governmental Authority**” means any transnational, domestic, or foreign federal, state, or local governmental authority, department, court, agency, or official, including any political subdivision thereof.
- 1.15 “**Licensee**” or “**you**” means the lawful owner of the Licensing Token.
- 1.16 “**License Parameters**” means the scope of the License, as described in Section 3.
- 1.17 “**License Term**” means the term of the License, as set forth in the License Parameters.
- 1.18 “**Licensing Token**” means a blockchain-based digital token that is created by Licensor and linked to the Dataset, and which is used to facilitate the grant of the License (as defined below) set forth in this Agreement.
- 1.19 “**Licensor**” means the Person that: (i) owns or controls the necessary rights in the Dataset to be able to grant the License set forth in this Agreement; and (ii) is granting the licensed rights under this Agreement. The identity of Licensor may be identified in the metadata for the Licensing Token.
- 1.20 “**New Uses**” means any uses of the Dataset that are not Existing Uses.
- 1.21 “**Person**” means an individual, corporation, partnership, limited liability company, association, trust, or other entity or organization, including a Governmental Authority.
- 1.22 “**Revenues**” means the definition that is input by Licensor in the “Revenues” tag of the License Parameters, if any, or the default definition set forth in Section 3.1(k).
- 1.23 “**Revenue Share**” means the percentage of Revenues due from Licensee to Licensor in connection with your use of the Dataset or your Derivative Dataset, pursuant to the License and License Parameters.
- 1.24 “**Specifications**” means the specifications or description of the Dataset, as set forth on EmetX’s product page.
- 1.25 “**Territory**” means the territory set forth in the License Parameters.

2. LICENSE.

- 2.1 During the License Term, Licensor hereby grants you the right and license to access, analyze, use, copy, reproduce, combine with other data and materials, prepare derivative works of (if permitted under the “Derivatives” License Parameter), and display, perform, and distribute (if permitted under the “Channels of Display, Performance, and Distribution” License Parameter) the Dataset throughout the Territory solely in accordance with the applicable License Parameters (the “**License**”). For the avoidance of doubt, if the Dataset is made available for fractional licensing, you may, at your discretion and through the functionality of Brickroad Protocol, elect to license only a fraction of the Dataset. In such case: (i) the License shall extend only to such licensed fraction of the Dataset, which shall constitute the “Dataset” for purposes of this Agreement (and not to the entire Dataset); and (ii) the License Fee (as defined below) shall be prorated based on the percentage of the Dataset being licensed. The License Parameters are set by Licensor upon creation of the

Licensing Token.

3. **LICENSE PARAMETERS.**

3.1 The “tags” below determine the scope of your use of the Dataset. If this Agreement is not being recorded on a network via the Brickroad Protocol, the specific tags and values that Licensor has selected and that define your License Parameters are set forth in Exhibit A, which is attached hereto and incorporated herein.

(a) Exclusivity.

If Licensor has tagged “Exclusive,” then the License will be exclusive to you.

If Licensor has tagged “Exclusive With Parameters,” then the License will be subject to the exclusivity parameters set forth the License Parameters.

If Licensor has not tagged “Exclusive” or “Exclusive With Parameters,” then the License will be non-exclusive.

(b) Territory.

If Licensor has tagged “Territory,” then the License is exercisable only in the territories and jurisdictions indicated by the value in the “Territory” tag.

If Licensor has not tagged “Territory,” then the License will be exercisable throughout the universe across all territories and jurisdictions.

(c) Channels of Display, Performance, and Distribution.

If Licensor has tagged “Channels of Display, Performance, and Distribution,” then the License will be exercisable only in the channels of display, performance, and distribution indicated by the value in the “Channels of Display, Performance, and Distribution” tag. If Licensor indicates “unrestricted,” the License is exercisable in any and all media and distribution channels now known or hereafter devised.

If Licensor has not tagged “Channels of Display, Performance, and Distribution,” then the License will be exercisable only internally by Licensee and its hosting providers (i.e., the Datasets may not be publicly displayed, performed, or distributed).

(d) License Term.

If Licensor has tagged “License Term,” then the term of the License will continue for the time period indicated by the value in the “License Term” tag, and the License (and all rights granted thereunder) shall automatically expire at the end of such term. For clarity, the term of the License commences upon your lawful acquisition of the Licensing Token.

If Licensor has not tagged “License Term,” then the term of the License will be perpetual.

(e) Irrevocable.

If Licensor has tagged “Irrevocable,” then the License will be irrevocable, unless revocation is otherwise required to ensure compliance with Applicable Law.

If Licensor has not tagged “Irrevocable,” then the License may be revoked by Licensor or EmetX if you materially breach this Agreement and fail to cure such breach within fifteen (15) days after receipt of written notice.

(f) Attribution.

If Licensor has tagged “Attribution,” then, to the extent technically feasible and reasonable: (i) on any reproductions of the Dataset, you shall identify Licensor and/or any other parties designated to receive attribution credit as specified in the value for the “Attribution” tag as the creators of the Dataset; (ii) on any reproductions of the Dataset, you shall include a link to the Dataset if Licensor has specified such link in the Attribution tag; (iii) on any Derivative Datasets, you shall indicate that your Derivative Dataset is derived from the Dataset and that such Dataset is licensed by the parties identified in subsection (i) above; and (iv) if Licensor has specified in the value of the “Attribution” tag that attribution will be administered by a specific accreditation system, you shall follow the requirements set forth by Licensor to enable the accreditation system. You shall provide such attribution in a reasonable manner in light the nature of the use of the Dataset and/or Derivative Dataset.

If Licensor has not tagged “Attribution,” then you do not need to provide attribution to Licensor or any third party for any reproductions of the Dataset or for Derivative Datasets that you distribute in connection with your exercise of the License.

(g) Derivatives.

If Licensor has tagged “Derivatives,” then you are permitted to create Derivative Datasets in connection with your exercise of the License, but subject to the value of the tag as set forth below:

- (i) If Licensor has tagged “Allowed With Attribution,” you are allowed to create Derivative Datasets, provided that you provide attribution to Licensor in accordance with Section 3.1(f).
- (ii) If Licensor has tagged “Allowed With Approval,” then you are allowed to create Derivative Datasets, provided that prior to using or exploiting your Derivative Dataset, you obtain approval of your Derivative Dataset from Licensor.
- (iii) If Licensor has tagged “Allowed With Reciprocal License,” you are allowed to create Derivative Datasets, provided that you license your Derivative Datasets under the same license terms that Licensor has designated hereunder, and you shall not include any additional or different terms in the license to your Derivative Datasets to your licensees. For clarity, if this tag is tagged by Licensor, you are required to make available and license your Derivative Datasets to others.
- (iv) If Licensor has tagged “Allowed With Revenue Share,” you are allowed to create Derivative Datasets, provided that you pay to Licensor the Revenue Share in accordance with Section 4. Licensor shall indicate the percentage value of the Revenue Share in this tag. “Derivatives Allowed With Revenue Share” can be tagged only if Licensor has also tagged “Commercial Use” pursuant to Section 3.1(j) below.

If Licensor has not tagged “Derivatives,” then you are not allowed to create Derivative Datasets.

(h) Limitations on Creation of Derivatives.

If Licensor has tagged “Derivatives,” Licensor may impose limitations on your creation of Derivative Datasets by also tagging “Derivative Limitations.” If Licensor has tagged “Derivative Limitations,” Licensor will also be required to tag one or more of the following subtags:

- (i) “Derivatives Cap.” You are allowed to create Derivative Datasets, provided that you do not create more than a certain number of unique Derivative Datasets (i.e., each separate work that is based on or derived from its original Dataset is considered a unique Derivative Dataset). Licensor shall indicate the number of unique Derivative Datasets you may create in the value of this subtag.
- (ii) “Category Specific Derivatives Cap.” You are allowed to create Derivative Datasets, provided that you do not make more than a certain number of specific categories of Derivative Datasets. Licensor shall indicate the number of Derivative Datasets allowed to be created in the specific category, as well as the category, in the value of this subtag. For clarity, this subtag does not affect your use of the Dataset in accordance with the License to create Derivative Datasets that do not fall within the category that has been indicated in this subtag. For example, Licensor can specify in the value of this subtag that you may create only one Derivative Dataset that is a film using the Dataset. In such case, you may use the Dataset to create only one Derivative Dataset that is a film, but you can use the Dataset to create unlimited Derivative Datasets that are not films, provided that Licensor has not also tagged the “Derivatives Cap” subtag above.

(i) Content Standards.

If Licensor has tagged “Content Standards,” Licensor will also be required to tag one or more of the following subtags:

- (i) “No Hate.” In this case, you may not use the Dataset in any way that is defamatory, harassing, abusive, racist, hateful, or cruel, or that promotes any such activity, as determined in Licensor’s sole discretion.
- (ii) “Suitable for All Ages.” You may use the Dataset only in a manner that is suitable for all ages and contains nothing in theme or language, nudity, sex, violence, or other matters that would offend parents whose younger children view your exercise of the Dataset, as determined in Licensor’s sole discretion.
- (iii) “No Drugs or Weapons.” You may not use the Dataset in connection with the advertising or promotion of any drugs, weapons, or related accessories.
- (iv) “No-Pornography.” You may not use the Dataset in a manner that would be considered pornographic, as determined in Licensor’s sole discretion.

If Licensor has not tagged “Content Standards” then no content standards apply to your exercise of the License other than you are required to use the Dataset in accordance with Applicable Law and the other terms of this Agreement.

(j) Commercial Use.

If Licensors has tagged “Commercial Use,” then you are permitted to make both Commercial Use and non-commercial, personal use of the Dataset during the License Term, but subject to the value of the tag as set forth below:

- (i) If Licensors has tagged “Allowed,” you are allowed to make Commercial Use of the Dataset.
- (ii) If Licensors has tagged “Allowed But Only for Certain Commercializations,” then Licensors may indicate in the value of the tag, specific category(ies) of Commercial Uses or other prerequisites for being able to make Commercial Use of the Dataset.
- (iii) If Licensors has tagged “Allowed With Attribution,” you are allowed to make Commercial Use of the Dataset, provided that you provide attribution to Licensors in accordance with Section 3.1(f).
- (iv) If Licensors has tagged “Allowed With Revenue Share,” you are allowed to make Commercial Use of the Dataset, provided that you pay to Licensors the Revenue Share in accordance with Section 4. Licensors shall indicate the percentage value of the Revenue Share payable to Licensors in this tag.
- (v) If Licensors has not tagged “Commercial-Use,” then your License is for non-commercial, personal use only, and no Commercial Use of the Dataset is allowed.

(k) Revenues.

If Licensors has tagged “Derivatives Allowed With Revenue Share” or “Commercial Use Allowed With Revenue Share,” then Licensors will also be required to tag “Revenues.” If Licensors has tagged “Revenues,” Licensors can provide a definition of what consideration received by you in connection with the exploitation of the Dataset or your Derivative Dataset (as applicable) constitutes Revenues for purposes of determining the Revenue Share, and such definition will be indicated in the value of the “Revenues” tag. If Licensors has not provided a definition for Revenues in the value of the “Revenues” tag, then the following default definition will apply:

“Revenues” means gross amounts actually received by you, the licensee, in connection with your use and exploitation of the Dataset or your Derivative Dataset, as applicable, under this License.

(l) License Fee.

If Licensors has tagged “License Fee,” then you will be required to pay either a monthly license fee (“**Monthly License Fee**”) or a one-time license fee (“**One-Time License Fee**”) and together with the Monthly License Fee, the “**License Fee**”) and Licensors will be required to tag one of the following subtags:

- (i) “Monthly License-Fee.” In this case, the License is subject to a Monthly License Fee, in accordance with Section 4. The amount of the Monthly License Fee due to Licensors will be as set forth in the value of this tag.

- (ii) “One-Time License-Fee.” In this case, the License is subject to a One-Time License Fee, in accordance with Section 4. The amount of the One-Time License Fee will be as set forth in the value of this tag.

If Licenser has not tagged “License-Fee,” then you may exercise the License free of any License Fees. For clarity, whether Licenser has or has not tagged “License Fee” shall not affect your obligation to also make Revenue Share payments if “Commercial Use Allowed With Revenue Share” has been tagged.

- (m) Sublicensable.

If Licenser has tagged “Sublicensable,” then you may sublicense the rights granted under the License to any other Person(s), provided that such sublicensee(s) agree to comply with the terms of the License and you remain liable for the acts or omissions of such sublicensee(s) in connection with the exercise of such sublicense.

If Licenser has not tagged “Sublicensable,” then you may not grant any sublicenses of the License to any other Person(s).

- (n) Non-Transferable.

If Licenser has tagged “Non-Transferable,” then the License may be exercised only by the original acquirer of the Licensing Token and cannot be transferred to another Person, provided however, that if the original acquirer is an organization, then that original acquirer may transfer its rights and obligations in the License to an Affiliate or to a successor-in-interest in connection with a merger, consolidation, acquisition, sale of assets, or other corporate transaction of such acquirer.

If Licenser has not tagged “Non-Transferable,” then you may freely transfer your License to another Person.

- (o) Currency.

If Licenser has tagged “Currency,” then all payments required to be paid in connection with your exercise of the License must be paid in the currency indicated by the value in the “Currency” tag.

If Licenser has not tagged “Currency,” then the default currency for payment is United States Dollars.

- (p) Payment Address.

If Licenser has tagged “Payment Address,” then all License Fees due hereunder must be sent to the address indicated by the value in the “Payment Address” tag.

If Licenser has not tagged “Payment Address,” then the payment address, if applicable, will be: (i) if a smart contract is attached to the Dataset, the address defined in the smart contract; and (ii) if a smart contract is not attached to the Dataset, the address that posted the Dataset on the network via the Brickroad Protocol.

(q) AI Training.

If Licensor has tagged “AI Model Training Prohibited,” then you may not use the Dataset to train, develop, improve, finetune, or refine artificial intelligence and/or machine learning models or similar technologies (collectively, “**AI Training Models**”).

If Licensor has not tagged “AI Model Training Prohibited,” then you may use the Dataset to train AI Training Models.

(r) Synthetic Dataset.

If Licensor has tagged “Synthetic Dataset,” then more than fifty percent (50%) of the Dataset contains data that have been derived, generated, or manufactured through synthetic means to reproduce the characteristics and structure of a naturally-occurring dataset.

If Licensor has tagged “Hybrid Dataset,” then fifty percent (50%) or less of the Dataset (but greater than zero percent (0%)) contains data that have been derived, generated, or manufactured through synthetic means to reproduce the characteristics and structure of a naturally-occurring dataset.

If Licensor has not tagged “Synthetic-Dataset,” then one hundred percent (100%) of the data contained in the Dataset has been derived or generated by naturally-occurring methods, including, but not limited to, human actions.

(s) Audit Right.

If Licensor has tagged “Audit Right,” then during the License Term of this Agreement and for one (1) year thereafter, you shall provide Licensor and its auditors with access to your data and records relating to the Dataset for purposes of verifying your compliance with this Agreement, provided that (i) such audits may only occur once during any calendar year and only during normal business hours, and only after providing reasonable notice to you (no fewer than thirty (30) days’ notice); (ii) such audits shall be at the expense of Licensor; and (iii) Licensor will comply with your standard safety and security procedures in conducting any such audits.

If Licensor has not tagged “Audit Right,” then Licensor shall have no audit rights under this Agreement.

(t) Governing Law.

If Licensor has tagged “Governing Law,” then this Agreement and any Claim related thereto shall be governed by the laws of the jurisdiction indicated by the value in the “Governing Law” tag.

If Licensor has not tagged “Governing Law,” then this Agreement and any Claim related thereto will be governed by the laws of: (i) the State of Delaware if at least one of the parties is domiciled in the United States; or (ii) the United Kingdom if both parties are domiciled outside the United States, in each case without regard to its conflict of laws provisions.

(u) Exclusive Forum; Alternative Dispute Resolution.

The parties shall follow the dispute resolution process set forth in Section 8.

(v) Error Threshold.

If Licensor has tagged “Error Threshold” and the Error Threshold exceeds the percentage indicated by the value in the “Error Threshold” tag (an “**Overage**”), Licensor shall, at Licensor’s election and within seven (7) days of receiving notice from you, either send replacement data for such Overage that meet the Specifications or provide you a pro rata refund of the License Fee based on such Overage (e.g., if the value in the “Error Threshold” tag is ten percent (10%) and the actual Error Threshold is thirty percent (30%), the applicable refund shall be twenty percent (20%) of the License Fee).

If Licensor has not tagged “Error Threshold,” then the default percentage is ten percent (10%), and the remainder of the immediately prior paragraph shall apply.

(w) Liability Cap.

If Licensor has tagged “Liability Cap,” then the value in the “Liability Cap” tag shall apply to Section 11.2(b)(iii).

If Licensor has not tagged “Liability Cap,” then the value in Section 11.2(b)(iii) shall be zero.

(x) Waiver of Injunctive Relief.

If Licensor has tagged “Waiver of Injunctive Relief,” then notwithstanding anything to the contrary set forth in this Agreement, including, without limitation, Section 12.1, in the event of any breach or alleged breach of this Agreement by Licensee, Licensor’s sole right shall be to seek the recovery of money damages, and Licensor shall not have the right to seek or in any way terminate the License or enjoin or restrain the development, production, distribution, exhibition, advertising, and/or other exploitation of the Dataset, any Derivative Datasets, or any of the other rights granted to Licensee hereunder.

If Licensor has not tagged “Waiver of Injunctive Relief,” then Section 12.1 shall continue to apply.

(y) Additional License Parameters.

If Licensor has tagged “Additional License-Parameters,” then the License shall also be subject to such additional parameters (“**Additional License Parameters**”) indicated by the value in the “Additional License Parameters” tag. In the event of a conflict between the Additional License Parameters indicated in this tag and the other License Parameters, such Additional License Parameters will supersede and control.

If Licensor has not tagged “Additional License Parameters,” then the License will not be subject to any additional parameters.

In some cases, Licensor may designate another Person, such as the administrator of a Dataset Policy, to set or interpret License Parameters in Licensor’s place and/or to enforce certain License Parameters, such as content standards. You agree to be bound by such decisions and enforcement actions as they relate to the License if Licensor has made such a designation.

4. LICENSE FEES AND REVENUE SHARE.

- 4.1 If the License is subject to a One-Time License Fee according to the License Parameters, then the One-Time License Fee shall be due and payable to Licensors on the date you first lawfully acquire the Licensing Token.
- 4.2 If the License is subject to a Monthly License Fee according to the License Parameters, then the Monthly License Fee shall be due and payable to Licensors upon the date you first lawfully acquire the Licensing Token and then on a recurring monthly basis thereafter for the duration of the License Term.
- 4.3 If the License is subject to a Revenue Share according to the License Parameters, then you will be required to provide Licensors with documentation on your applicable revenues generated in connection with your exercise of the License, including your Revenues to the extent applicable to the calculation of the Revenue Share. The Revenue Share shall be due and payable to Licensors during the License Term within thirty (30) days of the end of each calendar month in which a Revenue Share payment accrues.
- 4.4 If the License is subject to a Revenue Share according to the License Parameters, then you must maintain adequate books and records to evidence the calculation of the Revenue Share.
- 4.5 If you fail to make any payments owed to Licensors hereunder when due, you will have fifteen (15) days from the date that the payment was due to make the payment. After such fifteen (15)-day period, then in addition to any other rights and remedies exercisable herein, Licensors will have the right to terminate the License (if License is not tagged as “Irrevocable”), and/or take other measures to restrict your access to, and use of, the Dataset until such payments are made.

5. YOUR DERIVATIVE DATASETS.

- 5.1 If your License is tagged “Derivatives Allowed With Attribution” or “Derivatives Allowed With Reciprocal License,” then when you create a Derivative Dataset, you must register your Derivative Dataset via the Brickroad Protocol.
- 5.2 You acknowledge and agree that unless the License is tagged as “Exclusive,” Licensors may (i) create its own Derivative Datasets; and/or (ii) grant licenses of the Dataset to other Persons that may create their own Derivative Datasets.

6. RETAINED RIGHTS.

- 6.1 All intellectual property rights in and to the Dataset and any other intellectual property rights of Licensors not expressly licensed herein are reserved by Licensors. Nothing in this Agreement grants you any rights to any logos, trademarks, service marks, trade names, or trade dress associated with Licensors or the Dataset (“**Licensors Trademarks**”). Unless you have Licensors’s prior written approval, you may not use any Licensors Trademarks for any use that would require a license from Licensors, including to register any domain names or social media accounts using any Licensors Trademarks, in any of your Derivative Datasets, or to advertise, market, or promote Licensee, the Derivative Datasets, any other products or services. Notwithstanding the foregoing, if Licensors has tagged “Attribution,” you may use the Licensors Trademarks solely to comply with your obligations under Section 3.1(f).

7. TRANSFER.

- 7.1 If your License is tagged as “Transferable” and you lawfully transfer ownership of your Licensing Token, the License to you shall terminate upon the effective date of such transfer, and the License shall be deemed to be assigned to the new owner of the Licensing Token. For clarity, upon the transfer of your Licensing Token to a new owner, the License may be exercised only by the new owner, and you and your sublicensees (if applicable) will no longer have the right to make New Uses and shall only be permitted to continue Existing Uses. Licensors shall be entitled to restrict the transferee of your Licensing Token from exercising the License if your License is not tagged as “Transferable.” As a condition to the transfer of the Licensing Token, the transferee agrees upon the acquisition of the Licensing Token that (i) the transferee is not a Restricted Party (as defined below); and (ii) the transferee agrees to be bound by the terms and conditions of this Agreement.

8. EXCLUSIVE FORUM; ALTERNATIVE DISPUTE RESOLUTION.

- 8.1 In the event of any Claim between the parties relating directly or indirectly to this Agreement, the parties shall make good-faith, reasonable efforts to resolve the Claim amicably before commencing any formal action.
- 8.2 For any Claims not resolved pursuant to Section 8.1, if the License does not have “Alternative Dispute Resolution” tagged, then you and Licensors hereby consent and agree to the exclusive jurisdiction of: (i) the state and federal courts located in the State of Delaware if at least one of the parties is domiciled in the United States; or (ii) the courts located in London if both parties are domiciled outside the United States, and waive any and all objections to such courts, including, but not limited to, objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts in any Claims arising out of or relating to this Agreement.
- 8.3 For any Claims not resolved pursuant to Section 8.1, including threshold questions of arbitrability, if the License has “Alternative Dispute Resolution” tagged, then you and Licensors hereby consent and agree that any remaining Claims relating in any way to this Agreement will be resolved by final and binding arbitration using the English language administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “**JAMS Rules**”) then in effect, which are hereby incorporated by reference into this Agreement. The arbitrator will apply applicable substantive law consistent with the choice of law set forth herein. Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules and will take place in the State of Delaware if at least one of the parties is domiciled in the United States or London if both of the parties are domiciled outside the United States. Judgment on the arbitration award may be entered in any court that has jurisdiction. Each party will pay its own attorneys’ fees and expenses.

9. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

- 9.1 Each party represents, warrants, and covenants that: (i) it has all corporate right and authority necessary to execute, deliver, and perform this Agreement; (ii) the execution, delivery, and performance of this Agreement do not and will not violate any agreement to which it is a party or to which it is bound, including, without limitation, any terms of use, terms of service, or privacy policy; (iii) this Agreement constitutes the legal, valid, and binding obligation of such party, enforceable against it pursuant to its terms; and (iv) except to the extent responsibility for compliance is specifically allocated hereunder, it shall comply with all Applicable Laws in the performance of its obligations and the exercise of its rights hereunder.
- 9.2 In addition to its representations, warranties, and covenants set forth above, Licensors represents,

warrants, and covenants that: (i) it has obtained all necessary rights and consents and has a lawful basis under Applicable Law to provide the Dataset in the manner contemplated under this Agreement; it has the rights to grant the rights and licenses contemplated by this Agreement; and the use of the Dataset as permitted hereunder will not violate any rights of any third party, including, without limitation, patents, copyrights, trade secrets, or any license, sublicense, covenant, or contract with any third party, or any rights of privacy or publicity; (ii) the Dataset conforms in all material respects to the Specifications, and shall be, upon delivery, as current, accurate, and complete as may be reasonably achieved using the source data, compilation, and processing methods reasonably employed by Licensor in the ordinary course of its business; (iii) the Dataset shall be free from any viruses, worms, Trojan horses, or other harmful or malicious code or components at the time provided to Licensee; (iv) Licensor and its suppliers have complied with and will continue to comply with any Applicable Laws in creating, gathering, or providing the Dataset and the use of the Dataset as permitted hereunder will not violate any Applicable Laws; (v) Licensor has not made any misrepresentations to third parties in connection with acquiring the data contained in the Dataset from those third parties; (vi) the Dataset will not include, and Licensor will not otherwise provide to Licensee, any (a) material non-public information (as defined in applicable securities laws); (b) non-public personal information (as defined in the Gramm-Leach-Bliley Act); (c) protected health information (as defined in the Health Insurance Portability and Accountability Act); or (d) any other information the disclosure of which would violate any Applicable Law in any jurisdiction worldwide; (vii) Licensor shall provide Licensee with any information related to the Dataset required by Licensee to comply with Applicable Law; and (viii) it is the lawful owner or controller of the Dataset Token (as defined below). In addition, Licensor acknowledges and agrees that if the Dataset is jointly owned by multiple owners (i.e., the Dataset is owned by Licensor and at least one additional Person), the joint owners agree that: (x) they must designate one Person to act as the authorized licensing agent for such Dataset on the Brickroad Protocol; (y) only such authorized licensing agent may register the Dataset on the Brickroad Protocol; and (z) the controller of the digital wallet that holds the digital token that is associated with the registration of such Dataset on the Brickroad Protocol (the “**Dataset Token**”) will control uses and licenses of the Dataset on the Brickroad Protocol. If Licensor is not the original source of the underlying information contained in the Dataset, in whole or in part, in addition to the representations and warranties above, Licensor represents and warrants that (a) it is authorized to provide the Dataset described herein, and it has obtained any consents, authorizations, or licenses legally required from any Person whose information is used as a source for such Dataset; (b) it has the right to convey the Dataset; (c) each underlying source of the Dataset has represented and warranted that he, she, or it had the right to convey such information to Licensor; and (d) the underlying source of the Dataset is aware of his, her, or its information being collected and used to compile the Dataset, and has given express permission for such information to be provided, licensed, and/or sold.

- 9.3 In addition to its representations, warranties, and covenants set forth above, Licensee represents, warrants, and covenants that Licensee has not and will not make any representations to third parties, including its sublicensees, if applicable, in connection with the Datasets, without the prior written consent of Licensor, except to the extent such representations are the same or substantially similar to those set forth in [Section 9.2](#) or as those for which Licensor has already provided such consent. Additionally, Licensee acknowledges and agrees that the provision of Dataset by Licensor does not constitute the provision of investment advice, whether to Licensee, its Affiliates, or sublicensees, if applicable, and that it is the responsibility of Licensee, and not Licensor to maintain any books and records related to Licensee’s use of the Dataset as may be required by Applicable Law.

10. **RESTRICTIONS.**

In order to receive the Licensing Token, if you are an individual, you must be at least the minimum age to have the legal capacity to form a binding contract. If you are an entity, the individual

agreeing to this Agreement must have the legal authority to bind the entity. If (i) you are an individual, you agree on your own behalf and (ii) 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 (a) 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; (b) 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 (c) is resident in a country or jurisdiction under a U.S. embargo enforced by OFAC (collectively, “**Restricted Parties**”).

10.1 In addition, you agree that you will not do any of the following in connection with your exercise of the License, unless Applicable Laws prohibit these restrictions, or you have Licensor’s written permission to do so:

- (a) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections for the Dataset;
- (b) share, disclose, publish, or otherwise make available the Licensing Token to any third party, other than to a permitted transferee, assignee, or sublicensee;
- (c) violate any Applicable Law or any third-party rights in connection with your exercise of the License; or
- (d) exercise the License in any way not expressly permitted by this Agreement.

11. **DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION.**

11.1 Disclaimers. YOUR ACCESS TO, AND USE OF, THE LICENSING TOKEN AND DATASET ARE AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ITS AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, SUPPLIERS, AND EQUITYHOLDERS (COLLECTIVELY, THE “LICENSOR ENTITIES”) HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSING TOKEN AND THE DATASET, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSOR ENTITIES MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR (I) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, ORIGINALITY, SECURITY, OR RELIABILITY OF THE LICENSING TOKEN AND THE DATASET; (II) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, BLOCKCHAIN, DIGITAL WALLET, HARDWARE, OR MARKETPLACE; AND (III) WHETHER THE LICENSING TOKEN AND THE DATASET WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

11.2 Limitations of Liability.

- (a) TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW AND SUBJECT TO SECTION 11.2(C), EACH PARTY AGREES THAT IN NO EVENT WILL THE OTHER PARTY OR ITS AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, SUPPLIERS, AND EQUITYHOLDERS BE

LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER SIMILAR DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, PRODUCT LIABILITY, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- (b) TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW AND SUBJECT TO SECTION 11.2(C), EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF THE OTHER PARTY AND ITS AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, SUPPLIERS, AND EQUITYHOLDERS FOR ALL DAMAGES AND CAUSES OF ACTION UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE), OR OTHERWISE, SHALL BE THE GREATER OF (i) ONE THOUSAND UNITED STATES DOLLARS (\$1,000); (ii) THE AMOUNT YOU PAID FOR YOUR LICENSING TOKEN; OR (iii) THE AMOUNT SPECIFIED IN THE LICENSE PARAMETERS.
 - (c) NOTWITHSTANDING SECTION 11.2(A) AND SECTION 11.2(B), THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE SHALL NOT APPLY TO LIABILITY ARISING OUT OF OR RELATED TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR INDEMNIFICATION OBLIGATIONS.
 - (d) 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.
- 11.3 Assumption of Risk. THE LICENSING TOKEN HAS NO INHERENT VALUE, AND THE VALUE OF THE LICENSING TOKEN IS SUBJECTIVE AND CAN THEREFORE BE VOLATILE. YOU AGREE TO ASSUME ALL RISK ASSOCIATED WITH THE USE AND VALUE OF THE LICENSING TOKEN AND THE DATASET.
- 11.4 Fundamental Elements. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LICENSOR AND YOU.
- 11.5 Indemnification.
- (a) You shall defend, indemnify, and hold harmless Licensor, its Affiliates, and its and their respective officers, directors, and employees from and against any and all damages, costs, losses, liabilities, fines, and expenses, including reasonable attorneys' fees (collectively, "**Losses**") incurred by such indemnified parties in connection with any third-party Claim to the extent based upon or arising from: (i) your breach of this Agreement or violation of Applicable Law; (ii) your Derivative Datasets, except to the extent such Claim or Losses arise from Licensor's breach of this Agreement; and (iii) your gross negligence, willful misconduct, or fraud.
 - (b) Licensor shall defend, indemnify, and hold harmless you, your Affiliates, and your and their respective officers, directors, and employees from and against any and all Losses

incurred by such indemnified parties in connection with any third-party Claim to the extent based upon or arising from: (i) Licensor's breach of this Agreement or violation of Applicable Law; and (ii) Licensor's gross negligence, willful misconduct, or fraud.

- (c) The indemnified party shall promptly notify the indemnifying party in writing of any Claim for which the indemnifying party may have obligations under this Section; provided, however, that any failure of the indemnified party to provide prompt written notice pursuant to this Section shall excuse the indemnifying party only to the extent that it is prejudiced thereby. The indemnified party shall reasonably cooperate with the indemnifying party, at the indemnifying party's expense, with regard to the defense of any Claim. The indemnifying party shall have full control of any such Claim and the authority to settle or otherwise dispose of any suit or threatened suit. In no event, however, may the indemnifying party agree to any settlement of any Claim for which it has agreed to provide indemnification under this Agreement if such settlement would impose any liability, obligation, or admission upon the indemnified party, without the indemnified party's prior, written consent, which shall not be unreasonably withheld, conditioned, or delayed.

11.6 Role of the EmetX. Although EmetX may support the development and operation of the Brickroad Protocol, EmetX is not a party to this Agreement, has no duties or obligations with respect to this Agreement or the Dataset, including any obligation to enforce the License or the License Parameters, and shall have no liability under this Agreement. Any obligations of EmetX, and any liabilities with respect thereto, are set forth in EmetX's terms of service.

11.7 Template Provider Disclaimers. You and Licensor each acknowledge and agree that (i) this Agreement is based on a template that has been provided by EmetX for public use; (ii) each party and its heirs, successors, and assigns irrevocably covenant and agree not to assert or bring any Claim against EmetX or its officers, directors, employees, agents, representatives, partners, service providers, and licensors in connection with this Agreement; (iii) the availability of this Agreement shall not be construed as legal advice for any particular facts or circumstances and is not meant to replace consulting competent counsel who is aware of your specific facts and circumstances; and (iv) this Agreement may not reflect all current updates to Applicable Law or applicable interpretive guidance.

12. ADDITIONAL PROVISIONS.

12.1 Termination of License. If you materially breach any of the provisions of this Agreement, fail to cure such breach within thirty (30) days of receiving written notice thereof (reducible to fifteen (15) days for failure to make timely payments), and your License is not tagged as "Irrevocable" pursuant to Section 3.1(e) or "Waiver of Injunctive Relief" pursuant to Section 3.1(x) and is not deemed "perpetual" pursuant to Section 3.1(d), then Licensor may terminate the License. Licensor will use commercially reasonable efforts to provide you with notice of any termination, though for the avoidance of doubt, the License shall automatically terminate regardless of whether such notice is actually received. Upon the termination of the License, you shall cease all use of the rights granted in Section 2.1, including, ceasing all further use of the Dataset (both New Uses and Existing Uses). In the event of such termination, both Licensor and EmetX may take any necessary measures to effectuate such termination, including by restricting your access to, and use of, the Dataset or to the Brickroad Protocol generally.

12.2 Survival. The following sections shall survive the termination of this Agreement and shall continue in full force and effect subsequent to, and notwithstanding any, termination of this Agreement by Licensor or you: Sections 1, 5, 6, 8, 11, and 12. Termination will not limit either party's other

rights or remedies at law or in equity.

- 12.3 Service Fee. You acknowledge that EmetX may charge you a fee for use of certain functionalities enabled by the Brickroad Protocol in connection with this Agreement, such as providing technology that assists in implementing or effectuating a party's rights or obligations under this Agreement ("**Service Fee**"). Service Fees are non-refundable and non-cancelable. You will be responsible for any "gas" fees or other transaction fees related to the creation or transfer of your Licensing Token. You are solely responsible for paying any and all applicable taxes, duties, and assessments now or hereafter claimed or imposed by any Governmental Authority associated with your use of the Brickroad Protocol. Except for income taxes levied on Licensor or EmetX, you (i) will be solely responsible for reporting any tax obligations when, if ever, such obligations arise as a result of your use of the Brickroad Protocol or in relation to the transfer of the Licensing Token; and (ii) will not be entitled to deduct the amount of any such taxes, duties, or assessments from the Service Fees paid to EmetX pursuant to this Agreement.
- 12.4 Prevailing Language; Summaries. All communications concerning this Agreement shall be in the English language. Where possible, all legal proceedings or other proceedings concerning this Agreement shall be conducted in English. The controlling form of this Agreement shall be in English and any translation thereof shall be for convenience purposes only. In addition, EmetX may make available summaries of the provisions of this Agreement. The text of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with such summaries, if any.
- 12.5 General. This Agreement, including Exhibit A, constitutes the entire and exclusive understanding and agreement between Licensor and you regarding the Licensing Token and the Dataset and supersedes and replaces any and all prior oral or written understandings or agreements between Licensor and you regarding the same. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement and the License granted hereunder may be freely assigned by Licensor. Any purported assignment in violation of this Agreement 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. This Agreement is for the sole benefit of the parties and, except as otherwise expressly stated in this Agreement, nothing herein expressed or implied will give or be construed to give any Person, other than the parties, any legal or equitable rights hereunder. This Agreement may be amended, modified, or supplemented only by a written agreement executed by each party, including via email, Telegram, or other electronic means.

EXHIBIT A - LICENSE PARAMETERS

Parameters	Tagged Values	Applied Tags
Exclusivity	Exclusive, exclusive with certain parameters (e.g., exclusive with respect to certain named competitors), or non-exclusive with the default being non-exclusive	
Territory	Specific territories or throughout the universe	
Channels of Display, Performance, and Distribution	Indicates whether Licensee is permitted to display, perform, and distribute the Dataset outside its and its hosting providers' networks, and if so, the permitted channels (e.g., TV, video games, products, or unrestricted)	
License Term	Specific time period or perpetual	
Irrevocable	Irrevocable or revocable under certain conditions	
Attribution	Attribution methods specified	
Derivatives	Allowed With Attribution, Approval, Reciprocal License, Revenue Share	
Derivative Limitations	Cap on number, category-specific limits	
Content Standards	No Hate, Suitable for All Ages, No Drugs or Weapons, No Pornography	
Commercial Use	Allowed, Allowed For Certain Commercializations, With Attribution, With Revenue Share	
Revenues	Specified or default gross revenues	
License Fee	Monthly or One-Time Fee	
Sublicensable	Permitted or prohibited	
Non-Transferable	Transferable or Non-Transferable	
Currency	Default United States Dollars or specified	
Payment Address	Blockchain wallet address	
AI Training	Permitted or not permitted with the default being that AI training is permitted	
Synthetic Dataset	Indicates whether dataset is synthetic, hybrid, or human. The default is human.	
Audit Rights	Indicates whether Licensor has an audit right under this Agreement. Default is that	

	Licensor has no audit right	
Governing Law	Specific jurisdiction or default to the State of Delaware if at least one of the parties is domiciled in the United States or the United Kingdom if both parties are domiciled outside the United States	
Exclusive Alternative Resolution	Forum; Dispute Indicates whether a Claim is to be resolved in court or via binding JAMS arbitration. The default is that Claims are to be resolved in court pursuant to <u>Section 8</u> .	
Error Threshold	Specific percentage or default to ten percent (10%)	
Liability Cap	Specified or default to amount set forth in the Agreement	
Waiver of Injunctive Relief	Indicates whether Licensor has waived the right to seek injunctive relief in the event Licensee has breached (or is alleged to have breached) this Agreement. The default is that Licensor has not waived the right to seek injunctive relief.	
Additional License Parameters	Custom parameters	