

# NFT License Agreement

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1.1 Studio NFT Strelnikov License. For as long as you lawfully own a Project NFT, Creator grants you an exclusive, 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 Studio NFT Strelnikov linked to your Project NFT 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 Studio NFT Strelnikov or Studio NFT Strelnikov 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 Studio NFT Strelnikov 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 Studio NFT Strelnikov ("**Your Studio NFT Strelnikov Derivatives**") and we allow you to do so under the scope of the license granted above. However, you acknowledge and agree that (a) the subsequent lawful owner of the Project NFT may create its own derivatives of the Studio NFT Strelnikov and (b) other owners of their own Project NFTs and the associated artwork, images, video, content or other works of authorship linked to such Project NFT ("**Other Project Studio NFT Strelnikov**") may also create their own derivatives of the Other Project Studio NFT Strelnikov (each of them "**Other Studio NFT Strelnikov Derivatives**").

These Other Studio NFT Strelnikov Derivatives may be similar or identical to Your Studio NFT Strelnikov 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 Studio NFT Strelnikov prior to the grant of this license or any of their own Other Studio NFT Strelnikov Derivatives or (b) any other Project NFT 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 Studio NFT Strelnikov or any of their Other Studio NFT Strelnikov Derivatives. The foregoing is the case even if such Other Studio NFT Strelnikov or Other Studio NFT Strelnikov Derivatives is similar to or the same as any of Your Studio NFT Strelnikov 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 NFTs (“**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 Studio NFT Strelnikov 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 NFT, the license to the Studio NFT Strelnikov 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 NFT associated with such Studio NFT Strelnikov. As a condition to sales, transfers or similar transactions of the Project NFTs, the transferee agrees upon the acquisition of the Project NFT 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 NFT), 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 NFT. In such case, any rights granted under these Terms to owners of any Project NFT will only be granted to the lawful owners of such Project NFT 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 Studio NFT Strelnikov 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 NFT License with an additional license that governs your right to use such Third Party Content.

1.6 Restrictions. If a Project NFT 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 NFT, but are only granted to those who own all fractionalized interests in a Project NFT 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 NFT 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.

## 2. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

2.1 Disclaimers. YOUR ACCESS TO AND USE OF THE PROJECT NFT AND Studio NFT Strelnikov 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 NFTS AND DOC-777 Studio NFT Strelnikov. 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 NFTS AND Studio NFT Strelnikov; (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 NFTS AND Studio NFT Strelnikov 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 NFTS AND Studio NFT Strelnikov. THE PROJECT NFTS AND Studio NFT Strelnikov 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 NFT OR THE Studio NFT Strelnikov), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE PROJECT NFTS AND Studio NFT Strelnikov 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 NFTS AND Studio NFT Strelnikov.

2.3 Assumption of Risk. THE VALUE OF THE PROJECT NFTS 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 NFT AND Studio NFT Strelnikov.

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 NFTs or NFT 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 NFT or NFT Media; (iv) any modifications to or derivative works of the NFT 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 NFTs ("**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 NFT. 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 Studio NFT Strelnikov and shall cease all further use of the Studio NFT Strelnikov (including any Studio NFT Strelnikov Derivatives), and all sublicenses you have granted in the Studio NFT Strelnikov 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 NFT and Studio NFT Strelnikov and supersedes and replaces any and all prior oral or written understandings or agreements between Creator and you regarding the Project NFT and Studio NFT Strelnikov.

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**”).

3.5 License Term. The license granted in Section 1 of this Agreement applies only to the extent that you continue to Own the applicable NFT. If at any time you sell, trade, donate, give away, or transfer your Chia NFT to a new Owner through an NFT Marketplace or Chia Offers, the license shall be transferred to that new Owner, and you will have no further rights in or to the NFT or Artwork associated with that NFT. **Limitation of Liability** Neither the creator of this collection, **Reality Hacker**, nor the company Chia Network Inc. is to be held accountable or liable for damages of any kind experienced by the Owner of the NFT, to include, but not be limited to: financial difficulty, loss of profit, loss of assets, or any incidental damages which may occur with interactions with cryptographic blockchain technology. It is the Owner’s responsibility to practice good security measures and sound financial planning. The Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves any right to collect such royalties. All images appearing in this work are fictitious. Any resemblance to real objects is purely coincidental. All brands and trademarks belong to their rightful owners.