

IP RIGHTS

LAST UPDATED: January, 2024

1. DEFINITIONS

“ART” MEANS ANY DIGITAL CREATION, ART, DESIGN, AND DRAWINGS CREATED BY ITS AUTHOR, AND FIRST RELEASED TO THE PUBLIC BY THE CREATOR, THAT MAY BE ASSOCIATED WITH AN NFT THAT CAN BE TRANSFERRED OR LICENSED TO AN OWNER (SUBJECT TO THE LIMITATIONS SET FORTH HEREIN).

“NFT” MEANS ANY BLOCKCHAIN-TRACKED, NON-FUNGIBLE TOKEN, SUCH AS THOSE CONFORMING TO THE ERC-721 STANDARD, ISSUED AND TRADABLE ON A BLOCKCHAIN.

“CREATOR” MEANS THE ENTITY WHICH RELEASED TO THE PUBLIC THE PURCHASED NFT, AND RELATED ART, ON BEHALF OF ITS AUTHOR, AND/OR ACQUIRED THOSE RIGHTS AND INTERESTS, I.E., BOM DIA LABS LLC

“EFFECTIVE DATE” MEANS THE DATE ON WHICH THIS AGREEMENT BECOMES ATTACHED TO THE NFT FOR THE FIRST TIME IT IS RELEASED AND ACQUIRED, OR THEREINAFTER SUBSEQUENTLY ACQUIRED, BY THE OWNER, AND THIS AGREEMENT SHALL BE DEEMED AS ENTERING INTO FORCE ON THAT DATE.

“OWNER” MEANS THE CURRENT OWNER OF THE NFT. IN CASE OF TRANSFER OF OWNERSHIP, INCLUDING VIA RESALE, THE RECIPIENT BECOMES THE SOLE OWNER OF THE PURCHASED NFT. THERE CAN BE SEVERAL DIFFERENT OWNERS OF EACH NFT THROUGHOUT TIME BUT ONLY ONE OWNER AT A TIME. OWNER SHALL INCLUDE THE PRIMARY OWNER AND ALL SUBSEQUENT OWNERS.

“OWN” MEANS, WITH RESPECT TO AN NFT, AN NFT THAT ONE HAS PURCHASED OR OTHERWISE RIGHTFULLY ACQUIRED FROM A LEGITIMATE SOURCE, WHERE PROOF OF SUCH PURCHASE IS RECORDED ON THE RELEVANT BLOCKCHAIN, THUS BECOMING THE OWNER OF THE PURCHASED NFT.

“PRIMARY ASSIGNMENT” MEANS THE FIRST ASSIGNMENT BY THE CREATOR OF THOSE CERTAIN RIGHTS, TITLE AND INTEREST ON THE ART TO THE PRIMARY OWNER, AS DETAILED IN ARTICLE 3 OF THE AGREEMENT, AS DEFINED HEREINAFTER.

“PRIMARY OWNER” MEANS THE INDIVIDUAL OR ENTITY QUALIFYING AS OWNER ON THE EFFECTIVE DATE AND PARTY TO THE PRIMARY ASSIGNMENT.

“PURCHASED NFT” MEANS AN NFT THAT ONE HAS PURCHASED, OR ACQUIRED IN ANY WAY, AND THUS OWNS.

“SECONDARY ASSIGNMENT” MEANS, IN CASE OF RESALE, ANY AND ALL ASSIGNMENT BY THE OWNER OF ALL ITS RIGHTS, TITLE AND INTEREST IN AND TO THE INTELLECTUAL PROPERTY RIGHTS ON THE ART (TO THE EXTENT ACTUALLY ASSIGNABLE) TO THE SUBSEQUENT BUYER OF THE PURCHASED NFT.

2. PURPOSE

THIS OWNERSHIP ASSIGNMENT AGREEMENT IS INTENDED TO GOVERN THE TERMS AND CONDITIONS OF ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN AND TO THE INTELLECTUAL PROPERTY RIGHTS ON THE ART TO WHICH THIS AGREEMENT IS ATTACHED (HEREINAFTER THE “AGREEMENT”).

THE AGREEMENT SHALL GOVERN THE PRIMARY ASSIGNMENT UNDER WHICH THE CREATOR ASSIGNS TO THE PRIMARY OWNER CERTAIN INTELLECTUAL PROPERTY RIGHTS ON THE ART AND ALL SECONDARY ASSIGNMENTS BETWEEN THE OWNER AND SUBSEQUENT BUYERS OF THE PURCHASED NFT, WHERE APPLICABLE.

THE AGREEMENT SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE AND REMAIN IN FORCE AS LONG AS IT IS STILL ATTACHED TO THE PURCHASED NFT. BY ACQUIRING THE PURCHASED NFT, AND RELATED ART, IN ANY WAY WHATSOEVER, THE OWNER HEREBY ACKNOWLEDGES HAVING READ THE CONTENT OF THIS AGREEMENT AND AGREES TO ABIDE BY ITS TERMS AND CONDITIONS SET FORTH HEREIN.

THIS AGREEMENT SHALL APPLY TO THE PRIMARY ASSIGNMENT AND ALL SECONDARY ASSIGNMENTS TO THE EXTENT NO OTHER WRITTEN AGREEMENT HAS BEEN CONCLUDED BETWEEN THE PARTIES TO SUCH ASSIGNMENT. IN CASE OF CONTRADICTION BETWEEN A SPECIFIC AGREEMENT AND A GENERAL AGREEMENT, THE PROVISIONS OF THE SPECIFIC AGREEMENT SHALL PREVAIL.

IN CREATING THIS AGREEMENT, WE ACKNOWLEDGE THAT THE WAY PEOPLE CREATE, USE, AND MONETIZE THEIR NFTS IS EVOLVING AND CHANGING. WE HAVE DEVELOPED THIS AGREEMENT SEEKING TO PROTECT THE HARD WORK AND CREATIVITY OF THE CREATORS, ON THE ONE HAND, WHILE GRANTING OWNERS THE FREEDOM AND FLEXIBILITY TO FULLY ENJOY THEIR STARKURABU NFTS AND RELATED ART. WE ARE OPEN TO OUR COMMUNITY’S FEEDBACK ON THIS AGREEMENT AND MAY WELL REVISE IT AND PUBLISH AMENDED VERSIONS FROM TIME TO TIME.

3. SHARING YOUR STARKURABU & PROMOTING YOUR STARKURABU PROJECTS

AS A COMPANY, WE THRIVE WHEN OUR COMMUNITY THRIVES. WE WANT TO KNOW ABOUT YOU AND YOUR STARKURABU! PLEASE SEND US ANY PICTURES, ART, SCREENSHOTS, ETC. OF YOU AND YOUR FRIENDS AND FAMILY WITH YOUR STARKURABU; IF YOU ARE OPEN TO US RESHARING THEM, SUBMIT THEM HERE. WE ALSO WANT TO KNOW ABOUT AND CONSIDER PROMOTING YOUR STARKURABU NFT PROJECTS, WHERE APPROPRIATE, REGARDLESS OF WHETHER THOSE PROJECTS ARE FOR YOUR OWN PERSONAL, NON-COMMERCIAL USE, OR WHETHER THEY ARE COMMERCIAL PROJECTS. IF YOU ARE GETTING STARTED ON A PROJECT WHERE YOU INTEND TO MAKE COMMERCIAL USE OF YOUR STARKURABU NFT AND RELATED ART, PLEASE LET US KNOW BY DESCRIBING YOUR PROJECT, HERE, SO THAT WE CAN ENSURE THAT YOUR PROJECT COMPLIES WITH THIS AGREEMENT, APPROVE IT, AND IF IT DOES, SO WE CAN DETERMINE HOW WE CAN BEST SUPPORT YOU. SIMILARLY, IF YOU EXPECT TO EXCEED THE \$500,000 LIMITATIONS ON ANNUAL GROSS REVENUE FROM COMMERCIAL USE SET FORTH BELOW, IN ORDER TO ENSURE YOU DO NOT BREACH THIS AGREEMENT AND THE LICENSE CONVEYED, WITHIN FIFTEEN (15) DAYS OF YOUR HAVING AN REASONABLE EXPECTATION OF EXCEEDING THAT THRESHOLD, PLEASE CONTACT US HERE AND EMAIL US AT , TO REQUEST A DISCUSSION REGARDING ENTERING INTO A BROADER LICENSE AGREEMENT OR OBTAINING AN EXEMPTION. AS THE CREATOR, WE RETAIN AUDITING AND ACCOUNTING RIGHTS, AUTHORITY AND SOLE DISCRETION TO GRANT OR DENY EXEMPTIONS, AS WELL AS TO GRANT OR DENY FURTHER OR BROADER LICENSES.

4. ASSIGNMENT & LIMITED LICENSE TO USE

PERSONAL USE

IN CONSIDERATION OF THE PURCHASE PRICE, AS DEFINED HEREINAFTER, AND SUBJECT TO THE PRIMARY OWNER'S CONTINUED COMPLIANCE WITH THE TERMS OF THIS AGREEMENT AND ALL APPLICABLE LAWS, THE CREATOR HEREBY GRANTS A LIMITED, WORLDWIDE, NONEXCLUSIVE LICENSE TO THE PRIMARY OWNER TO COPY, ACCESS AND USE THEIR STARKURABU NFT AND RELATED ART FOR THE PRIMARY OWNER'S OWN PERSONAL, NON-COMMERCIAL USE, PROVIDED THAT THE PRIMARY OWNER KEEPS ALL COPYRIGHT AND OTHER PROPRIETARY NOTICES INTACT.

COMMERCIAL USE

PRIMARY OWNER IS GRANTED A LIMITED, WORLDWIDE, NONEXCLUSIVE LICENSE TO COPY, ACCESS, USE AND OTHERWISE EXPLOIT THE PRIMARY OWNER'S STARKURABU NFT AND RELATED ART, FOR THE PURPOSE OF COMMERCIALIZING

AND PROMOTING THEIR OWN GOODS AND SERVICES, WHICH SHALL INCLUDE THE RIGHT TO PRODUCE AND SELL GOODS AS WELL AS SERVICES THAT INCLUDES, CONTAINS, OR CONSISTS OF THE GRAPHICAL IMAGE OF THE PRIMARY OWNER'S STARKURABU NFT, PROVIDED THAT SUCH COMMERCIAL USE DOES NOT RESULT IN THE PRIMARY OWNER EARNING MORE THAN FIVE HUNDRED THOUSAND DOLLARS (\$500,000), OR ITS EQUIVALENT IN ETHEREUM OR ANY CURRENCY, IN GROSS REVENUE IN ANY TWELVE MONTH PERIOD, DIRECTLY OR INDIRECTLY, INCLUDING BUT NOT LIMITED TO THROUGH ANY AND ALL RELATED ENTITIES AND FAMILY MEMBERS, UNLESS AN EXEMPTION OR BROADER LICENSE IS EXPRESSLY GRANTED BY THE CREATOR.

PRIMARY OWNER IS ALSO GRANTED A LIMITED, WORLDWIDE, NONEXCLUSIVE LICENSE TO COPY, ACCESS, USE AND OTHERWISE EXPLOIT THE PRIMARY OWNER'S STARKURABU NFT AND RELATED ART, INCLUDING BUT NOT LIMITED TO SUBLICENSING IT, FOR THE PURPOSE OF COMMERCIALIZING AND PROMOTING THIRD PARTY GOODS AND SERVICES IN A MANNER THAT INCLUDES, CONTAINS, OR CONSISTS OF THE GRAPHICAL IMAGE OF THE PRIMARY OWNER'S STARKURABU NFT, PROVIDED THAT SUCH COMMERCIAL USE DOES NOT RESULT IN THE SUBLICENSEE EARNING MORE THAN FIVE HUNDRED THOUSAND DOLLARS (\$500,000), OR ITS EQUIVALENT IN ETHEREUM OR ANY CURRENCY, FOR ANY PROJECT FOR WHICH IT TAKES A SUBLICENSE AND/OR OTHERWISE UTILIZES THE NFT AND RELATED ART, IN ANY TWELVE MONTH PERIOD, DIRECTLY OR INDIRECTLY, INCLUDING BUT NOT LIMITED TO THROUGH ANY AND ALL RELATED ENTITIES AND FAMILY MEMBERS, UNLESS AN EXEMPTION OR BROADER RIGHT TO SUBLICENSE IS EXPRESSLY GRANTED BY THE CREATOR.

THIS LIMITED LICENSE FOR COMMERCIAL USE IS SUBJECT TO THE FOLLOWING CONDITIONS:

PRIMARY OWNER AND/OR ANY SUBLICENSEE DOES NOT HAVE ANY RIGHT TO MODIFY OR PRESENT ITS STARKURABU NFT OR RELATED ART IN ANY WAY OR ANY CONTEXT THAT DEPICTS HATRED, INTOLERANCE, VIOLENCE, CRUELTY, OR ANYTHING ELSE THAT COULD REASONABLY BE FOUND TO CONSTITUTE HATE SPEECH, BE OFFENSIVE, DEMEANING, NOT COMPORT WITH THE INCLUSIVE VALUES OF THE STARKURABU BRAND AND COMMUNITY, OR OTHERWISE INFRINGE UPON THE RIGHTS OF OTHERS OR THE STARKURABU COMMUNITY;

PRIMARY OWNER MAY NOT USE AND/OR SUBLICENSE THEIR STARKURABU NFT OR RELATED ART TO PROMOTE, ADVERTISE, MARKET, OR SELL ANY THIRD PARTY GOOD OR SERVICE WITHOUT SUCH USE AND/OR SUBLICENSE BEING EXPRESSLY APPROVED BY THE CREATOR;

PRIMARY OWNER MAY NOT USE THE NAME "STARKURABU(S)" OR ANY STARKURABU NAME, LOGO OR TRADEMARK, THE NAME OF ANY STARKURABU CHARACTERS (AS APPLICABLE), OR ANY ANIMATION, CHARACTERS, THEMES OR OTHER MATERIAL RELATED TO THE CREATOR'S OWN DIGITAL CONTENT; AND PRIMARY OWNER MAY NOT COMBINE ITS STARKURABU WITH ANY OTHER STARKURABU OR MODIFIED STARKURABU THAT IT DOES NOT OWN, EXCEPT ON EXPLICIT PERMISSION OF THE OTHER STARKURABU OWNER; AND

THE PRIMARY OWNER MAY NOT ATTEMPT TO TRADEMARK, COPYRIGHT, OR OTHERWISE ACQUIRE ADDITIONAL INTELLECTUAL PROPERTY RIGHTS IN OR TO “STARKURABU(S)” OR ANY STARKURABU NFT OR RELATED ART OR CONTENT.

5. WARRANTIES AND INDEMNIFICATION

IN THE EVENT THAT A PRIMARY OWNER MAKES USE OF THE LIMITED, WORLDWIDE, NONEXCLUSIVE LICENSE TO COPY, ACCESS, USE AND OTHERWISE EXPLOIT THE PRIMARY OWNER’S STARKURABU NFT AND RELATED ART FOR THEIR OWN COMMERCIAL PURPOSES AS ALLOWED FOR BY THIS AGREEMENT, PRIMARY OWNER REPRESENTS AND WARRANTS THAT THEY WILL TAKE ALL NECESSARY STEPS TO UNDERTAKE THEIR COMMERCIAL ACTIVITIES IN A LEGAL MANNER, INCLUDING BUT NOT LIMITED TO FORMING ANY NEEDED CORPORATE ENTITY, BECOMING DULY ORGANIZED, VALIDLY EXISTING AND DULY QUALIFIED TO DO BUSINESS IN ALL JURISDICTIONS WHERE THOSE ACTIVITIES ARE CARRIED OUT, AS WELL AS REMAINING IN GOOD STANDING UNDER AND ABIDING BY ALL APPLICABLE LAWS, RULES AND REGULATIONS THAT RELATE TO THOSE ACTIVITIES. PRIMARY OWNER ALSO REPRESENTS AND WARRANTS THAT THEY HAVE REQUISITE POWER AND AUTHORITY TO CARRY OUT THEIR COMMERCIAL ACTIVITIES, AND THAT INCLUDES BUT IS NOT LIMITED TO, HAVING SUFFICIENT INSURANCE TO ENSURE THEY CAN MEET THEIR OBLIGATIONS TO THEIR CUSTOMERS AND INDEMNIFICATION OBLIGATIONS TO THE CREATORS.

IN THE EVENT THAT A PRIMARY OWNER MAKES USE OF THE LIMITED, WORLDWIDE, NONEXCLUSIVE LICENSE TO COPY, ACCESS, USE AND OTHERWISE EXPLOIT THE PRIMARY OWNER’S STARKURABU NFT AND RELATED ART BY GRANTING A SUBLICENSE AND/OR OTHERWISE ALLOWING THIRD PARTIES TO USE THEIR STARKURABU NFT AS ALLOWED FOR BY THIS AGREEMENT, PRIMARY OWNER REPRESENTS AND WARRANTS THAT THEY WILL TAKE ALL NECESSARY STEPS TO ENSURE THAT THE THIRD PARTY IS UNDERTAKING THEIR COMMERCIAL ACTIVITIES IN A LEGAL MANNER, INCLUDING BUT NOT LIMITED TO FORMING ANY NEEDED CORPORATE ENTITY, BECOMING DULY ORGANIZED, VALIDLY EXISTING AND DULY QUALIFIED TO DO BUSINESS IN ALL JURISDICTIONS WHERE THOSE ACTIVITIES ARE CARRIED OUT, AS WELL AS REMAINING IN GOOD STANDING UNDER AND ABIDING BY ALL APPLICABLE LAWS, RULES AND REGULATIONS THAT RELATE TO THOSE ACTIVITIES. PRIMARY OWNER ALSO REPRESENTS AND WARRANTS THAT THEY HAVE REQUISITE POWER AND AUTHORITY TO CARRY OUT THEIR COMMERCIAL ACTIVITIES, AND THAT INCLUDES BUT IS NOT LIMITED TO, HAVING SUFFICIENT INSURANCE TO ENSURE THEY CAN MEET THEIR OBLIGATIONS TO THEIR CUSTOMERS AND INDEMNIFICATION OBLIGATIONS TO THE CREATORS.

MOREOVER, THE PRIMARY OWNER (THE “INDEMNIFYING PARTY”) SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CREATOR FROM AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, ACTIONS, DEMANDS, JUDGMENTS, LIABILITY AND/OR SUITS INCLUDING REASONABLE ATTORNEYS’ FEES, AS INCURRED, THAT MAY BE ASSERTED BY ANY PERSONS OR ENTITIES ARISING OUT OF OR RELATED

TO THE PRIMARY OWNER'S USE AND/OR SUBLICENSING OF THE STARKURABU NFT AND RELATED ART FOR COMMERCIAL PURPOSES, AS WELL AS ANY BREACH OF SUCH INDEMNIFYING PARTY'S WARRANTIES AND REPRESENTATIONS IN THIS AGREEMENT.

6. TERM AND TERMINATION

THE FOREGOING LIMITED LICENSES APPLY ONLY DURING THE PERIOD THAT THE PRIMARY OWNER OWNS THE STARKURABU NFT ASSOCIATED WITH ITS STARKURABU. THESE LICENSES TERMINATE IMMEDIATELY AT SUCH A POINT THAT THE PRIMARY OWNER NO LONGER OWNS ITS STARKURABU NFT. MOREOVER, IF YOU EXCEED THE SCOPE OF THE LICENSES GRANTED IN SECTIONS 3 AND 4 HEREIN WITHOUT ENTERING INTO A BROADER LICENSE AGREEMENT WITH OR OBTAINING AN EXEMPTION, YOU ACKNOWLEDGE AND AGREE THAT: (I) YOU ARE IN BREACH OF THIS LICENSE; (II) IN ADDITION TO ANY REMEDIES THAT MAY BE AVAILABLE TO CREATOR AT LAW OR IN EQUITY, THE CREATOR MAY IMMEDIATELY TERMINATE THIS LICENSE, WITHOUT THE REQUIREMENT OF NOTICE; AND (III) YOU WILL BE RESPONSIBLE TO REIMBURSE CREATOR FOR ANY FEES, COSTS AND EXPENSES INCURRED BY CREATOR DURING THE COURSE OF ENFORCING THE TERMS OF THIS LICENSE AGAINST YOU, INCLUDING BUT NOT LIMITED TO ACCOUNTING AND LEGAL FEES, COSTS AND EXPENSES.

7. OWNERSHIP RIGHTS

THE PURCHASE OF A STARKURABU NFT MEANS THAT THE PRIMARY OWNER HAS FULL OWNERSHIP RIGHTS IN THE STARKURABU NFT, INCLUDING THE RIGHT TO STORE, SELL AND TRANSFER THE NFT. HOWEVER, PRIMARY OWNER ACKNOWLEDGES AND AGREES THAT THIS PURCHASE OF THE STARKURABU NFT DOES NOT PROVIDE ANY RIGHTS, EXPRESS OR IMPLIED, IN (INCLUDING, WITHOUT LIMITATION, ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS IN OR TO) THE STARKURABU ASSOCIATED WITH THE NFT OTHER THAN THE LIMITED LICENSES GRANTED IN SECTION 3 AND 4 ABOVE. THE PRIMARY OWNER'S RIGHTS AND INTEREST IN ITS STARKURABU NFT, ITS ASSOCIATED STARKURABU, ANY DERIVATIVE STARKURABU, AND ANY ART PROVIDED BY THESE TERMS WILL IMMEDIATELY TERMINATE UPON ANY SUBSEQUENT SALE, TRANSFER, DISPOSSESSION, BURNING, OR OTHER RELINQUISHMENT OF THEIR STARKURABU NFT.

ANY USE OF THE ART OTHER THAN AS EXPRESSLY AUTHORIZED HEREIN, WITHOUT THE PRIOR EXPLICIT WRITTEN PERMISSION OF THE CREATOR, IS STRICTLY PROHIBITED AND SHALL IMMEDIATELY TERMINATE THE RIGHT TO ACCESS AND USE THE STARKURABU WEBSITE (AS DEFINED IN STARKURABU TERMS OF SERVICE) AND ALL RIGHTS AND LICENSES GRANTED BY THESE TERMS.

SUCH UNAUTHORIZED USE MAY ALSO VIOLATE APPLICABLE LAWS INCLUDING COPYRIGHT AND TRADEMARK LAWS AND APPLICABLE COMMUNICATIONS REGULATIONS AND STATUTES.

NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS GRANTING ANY LICENSE OF INTELLECTUAL PROPERTY RIGHTS TO YOU OTHER THAN AS EXPLICITLY SET FORTH IN THIS AGREEMENT.

8. SECONDARY ASSIGNMENT

THE PRIMARY OWNER AND, WHERE APPLICABLE, ALL SUBSEQUENT OWNERS, SHALL HAVE THE RIGHT TO RESELL THE PURCHASED NFT ("RESALE"), AND RELATED ART, ON A MARKETPLACE THAT ALLOWS THE PURCHASE AND SALE OF NFTS. THE OWNER SHALL PROVIDE ITS BEST EFFORTS TO RESELL THE PURCHASED NFT ON A MARKETPLACE WHICH (I) CRYPTOGRAPHICALLY VERIFIES EACH NFT OWNER'S RIGHTS TO DISPLAY THE ART IN ORDER TO LIST IT FOR SALE, TO ENSURE THAT ONLY THE ACTUAL OWNER CAN DISPLAY THE ART FOR RESALE, AND (II) PROVIDES FOR A PERCENTAGE OF THE RESALE PRICE TO BE AUTOMATICALLY GRANTED TO THE CREATOR UPON RESALE.

ANY SUCH SUBSEQUENT OWNER OR OWNER(S), SHALL HAVE THE RIGHT TO LICENSE, ASSIGN OR OTHERWISE TRANSFER TO A THIRD-PARTY ALL OR PART OF THE INTELLECTUAL PROPERTY RIGHTS ON THE ART HEREBY GRANTED AS PER THIS AGREEMENT, FOR ANY PURPOSE WHATSOEVER.

IN CASE OF TRANSFER OF OWNERSHIP OF THE PURCHASED NFT, IN ANY WAY WHATSOEVER, INCLUDING RESALE, THE OWNER AGREES TO ASSIGN TO THE SUBSEQUENT BUYER OF THE PURCHASED NFT ALL RIGHTS ON THE RELATED ART DETAILED IN ARTICLE 3 OF THIS AGREEMENT, UNDER THE SAME CONDITIONS, TO THE EXTENT SUCH RIGHTS HAVE NOT BEEN PREVIOUSLY TRANSFERRED TO A THIRD-PARTY IN COMPLIANCE WITH THE AGREEMENT.

THIS AGREEMENT SHALL GOVERN ANY RESALE AS LONG AS IT IS STILL ATTACHED TO THE PURCHASED NFT AND PROVIDED NO OTHER AGREEMENT HAS BEEN CONCLUDED BETWEEN THE OWNER AND THE SUBSEQUENT BUYER, WHICH SHALL ONLY APPLY BETWEEN THE PARTIES OF SAID AGREEMENT.

9. COMPENSATION

IT IS EXPRESSLY AGREED THAT ALL INTELLECTUAL PROPERTY RIGHTS ASSIGNED TO THE PRIMARY OWNER, AS PER THE PRIMARY ASSIGNMENT, OR TO THE SUBSEQUENT OWNERS, AS PER A SECONDARY ASSIGNMENT, ARE GRANTED IN CONSIDERATION OF THE PRICE PAID BY THE OWNER TO PURCHASE THE

PURCHASED NFT, AS LISTED ON THE NFT MARKETPLACE ON WHICH IT IS ACQUIRED (THE "PURCHASE PRICE"), WHERE APPLICABLE, WHICH SHALL BE DEEMED FIXED AND DEFINITIVE.

NOTWITHSTANDING THE FOREGOING, THE CREATOR SHALL ALSO BE ENTITLED TO A COMPENSATION ON ANY RESALE OF THE COMPLETE WORK IN ACCORDANCE WITH THE PERCENTAGE OF COMMISSION DETERMINED BY THE NFT MARKETPLACE ON WHICH SAID RESALE IS COMPLETED.

10. MORAL RIGHTS

THE CREATOR SHALL HAVE THE RIGHT TO ENFORCE, ON BEHALF OF THE AUTHOR, ALL MORAL RIGHTS OF THE AUTHOR OF THE ART, AS PROVIDED BY APPLICABLE LAW, WHICH SHALL REMAIN PERPETUAL, INALIENABLE, IMPRESCRIPTIBLE AND, IN GENERAL, ABSOLUTE.

THE OWNER HEREBY UNDERTAKES TO ABIDE, AND MAKE ITS CONTRACTORS, INCLUDING LICENSEES, SUBLICENSEES, SUBSEQUENT BUYERS, AND THIRD PARTIES ABIDE BY THE AUTHOR'S MORAL RIGHTS IN ANY AND ALL USE OF THE ART, AND IN PARTICULAR THE FOLLOWING RIGHTS:

(I) RIGHT OF AUTHORSHIP, WHICH SHALL ENTITLE THE CREATOR TO DEMAND AND CLAIM AT ANY TIME THAT THE AUTHOR'S CHOSEN NAME BE MENTIONED ON ANY MODE OF PUBLICATION OF THE ART; AND

(II) RIGHT TO PRESERVE THE INTEGRITY OF THE ART, WHICH SHALL ENTITLE THE CREATOR TO OPPOSE ANY MODIFICATION, DELETION OR ADDITION LIKELY TO ALTER THE ART, OR ANY USE OF THE ART THAT MAY ALTER ITS SPIRIT, DEVALUATE IT OR OTHERWISE BE DEEMED PREJUDICIAL TO THE REPUTATION OF THE CREATOR OR THE STARKURABU BRAND OR COMMUNITY.

11. TRADEMARKS AND PROMOTION

WHEN USING THE STARKURABU NFTS AND RELATED ART, IN ANY WAY WHATSOEVER, INCLUDING BUT NOT LIMITED TO ITS PUBLICATION, EXPLOITATION, AND/OR PROMOTION, THE OWNER SHALL NOT USE THE TRADEMARKS, SERVICE MARKS, OR PROPRIETARY WORDS OR SYMBOLS OF THE CREATOR, TO THE EXTENT OTHERWISE PERMITTED BY APPLICABLE LAW OR BY WRITTEN AGREEMENT OF THE CREATOR.

BY EXCEPTION, WHEN USING THE ART FOR NON-COMMERCIAL PURPOSES ONLY, THE OWNER SHALL HAVE THE RIGHT TO REFERENCE THE CREATOR BY USING THE DENOMINATION "STARKURABU" OR OTHER DENOMINATION(S) THAT THE CREATOR

MAY DIRECT FROM TIME TO TIME, UNLESS INFORMED OTHERWISE BY THE CREATOR. OWNER SHALL TAKE CARE THAT SUCH USE SHALL NOT, IN ANY WAY WHATSOEVER, DAMAGE OR ADVERSELY IMPACT THE CREATOR'S REPUTATION, THE STARKURABU BRAND OR COMMUNITY.

THE CREATOR SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION, AT ITS SOLE DISCRETION, TO PROMOTE, INCLUDING THROUGH SOCIAL MEDIA, ANY PUBLIC USE OF THE ART BY THE OWNER, UNLESS THE OWNER INFORMS THE CREATOR OTHERWISE. THE OWNER SHALL NOT USE THE ART IN A WAY THAT WOULD OR COULD PRESENT THE CREATOR AS ENDORSING, RECOMMENDING OR FAVORING, IN ANY WAY WHATSOEVER, THE OWNER AND/OR ITS USE OF THE ART, WITHOUT THE CONSENT AND PERMISSION OF THE CREATOR.

THE TRADEMARKS, SERVICE MARKS, TRADE NAMES AND LOGOS, INCLUDING STARKURABU, AND ANY THIRD-PARTY MARKS USED AND DISPLAYED THROUGH THE SERVICES ARE TRADEMARKS OF THE CREATOR, ITS LICENSORS, AFFILIATES OR SPONSORS, AND MAY NOT BE USED BY A PRIMARY OWNER OTHER THAN TO FACTUALLY DESCRIBE ITS STARKURABU NFT OR STARKURABU ENHANCEMENT WHEN LISTING IT FOR SALE OR DISTRIBUTION OR FOR NON-COMMERCIAL PURPOSES. WE RETAIN THE RIGHT TO MONITOR AND POLICE THE USE OF OUR TRADEMARKS, INCLUDING BUT NOT LIMITED TO: (A) TAKE ALL REASONABLE MEASURES, INCLUDING WITHOUT LIMITATIONS BRINGING CIVIL ACTIONS FOR TRADEMARK INFRINGEMENT, TO STOP THE USE OF MARKS WHICH, IN OUR SOLE JUDGMENT, ARE THE SAME AS OR CONFUSINGLY SIMILAR TO OUR TRADEMARKS AND (B) TAKE ALL REASONABLE MEASURES, INCLUDING WITHOUT LIMITATIONS BRINGING PROCEEDINGS IN THE UNITED STATES PATENT AND TRADEMARK OFFICE OR ELSEWHERE, TO PREVENT THE REGISTRATION OF MARKS WHICH, IN OUR SOLE JUDGMENT, ARE THE SAME AS OR CONFUSINGLY SIMILAR TO THE TRADEMARKS.

12. COOPERATION

THE CREATOR AND THE OWNER SHALL COOPERATE IN GOOD FAITH AND REASONABLY ASSIST EACH OTHER IN THE PROSECUTION OF LEGAL PROCEEDINGS INVOLVING THE ART, OR DERIVATIVE WORKS THEREFROM, INCLUDING PROCEEDINGS CONDUCTED FOR THE PURPOSE OF PROTECTING ANY AND ALL INTELLECTUAL PROPERTY RIGHTS ON THE ART FROM INFRINGEMENT.

THE CREATOR SHALL HAVE THE RIGHT TO PROTECT AND DEFEND, INCLUDING THROUGH LITIGATION, THE RIGHTS ATTACHED TO THE ART IN THE EVENT OF THE OWNER'S INACTION ON WRITTEN NOTICE BY THE CREATOR TO THE OWNER.

13. GOVERNING LAW

IF ANY PROVISION IN THIS AGREEMENT SHALL BE HELD TO BE ILLEGAL, INVALID OR UNENFORCEABLE, IN WHOLE OR IN PART, THE PROVISION SHALL APPLY WITH WHATEVER DELETION OR MODIFICATION IS NECESSARY SO THAT THE PROVISION IS LEGAL, VALID AND ENFORCEABLE AND GIVES EFFECT TO THE INITIAL INTENTION OF THE PARTIES.

THE VALIDITY OF THIS AGREEMENT AND ANY OF ITS TERMS AND PROVISIONS, AS WELL AS THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER, SHALL BE GOVERNED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA FOR FEDERAL LAW QUESTIONS AND THE STATE OF DELAWARE FOR STATE LAW QUESTIONS.