

## DIGITAL RIGHTS MANAGEMENT MARKETPLACE AGREEMENT

This Digital Rights Management Marketplace Agreement (the “**Agreement**”) forms a legally binding contract between You and DRM in relation to Your use of the DRM Marketplace. In order to use the DRM Marketplace, You must accept this Agreement by clicking “Accept” below. This Agreement will continue to apply until terminated pursuant to Section 4. DRM may modify this Agreement at any time and will notify You of such modifications not less than thirty (30) days prior to the effectiveness of such modifications. By continuing to have Your Property included in the DRM Marketplace after any modifications become effective, You agree to such modified terms. If You do not agree to the new terms, You must remove the Property from the DRM Marketplace and notify DRM promptly in writing.

### 1. GRANT OF RIGHTS AND LICENSE

1.1. Owner, for the term of this Agreement, hereby (a) permits DRM to include the Property on the DRM Marketplace and (b) grants to DRM a worldwide, non-exclusive, royalty free, fully paid up right and license to display, publish, distribute, modify, and reproduce the Property Assets on the DRM Marketplace, including to solicit and receive Monetization Requests in connection therewith (the “**License**”). DRM will advise Owner, upon reasonable request of Owner in each instance, of any such actions.

1.2. Except as expressly set forth herein, this Agreement does not grant to either party (by implication, estoppel, exhaustion, or otherwise) any right, title, interest, or license, in the other party’s intellectual property. Each party reserves all rights not expressly granted in this Agreement.

1.3. DRM reserves the right, in its sole discretion, to make (or to designate affiliates or third parties to make) all decisions regarding the content of the DRM Marketplace and placement or promotion of the Property and Property Assets anywhere in the DRM Marketplace. Notwithstanding anything to the contrary herein, Owner acknowledges and agrees that DRM shall have no obligation to include the Property and/or display the Property Assets on the DRM Marketplace.

### 2. MONETIZATION REQUESTS

2.1. Owner hereby grants to DRM the right to solicit and receive Monetization Requests from Users for Properties included on the DRM Marketplace and to otherwise notify third parties (of which DRM becomes aware) that are utilizing or displaying video and/or mixed reality content (including, but not limited to, gaming, augmented reality and virtual reality) on or in connection with the Properties (or attempting to do so) and that such Properties are listed on the DRM Marketplace. Notwithstanding anything to the contrary herein, Owner acknowledges and agrees that DRM shall have no obligation to (a) solicit or receive any Monetization Request, (b) provide any notice or take any action with respect to third parties who are or attempting to utilize of display video and/or mixed reality content or other content on or in connection with the Properties (including to prevent or restrict such third parties from taking any actions with respect to the Properties or Property Assets), or notify Owner in connection with same, or (c) enforce any of Owner’s rights in connection with the Property or Property Assets.

2.2. If DRM receives any Monetization Request from any User in connection with the Property, prior to DRM accepting (or facilitating your acceptance of, as the case may be) any Monetization Request, You and DRM agree to work cooperatively and in good faith to promptly execute a separate Activation Agreement that sets forth the relevant legal and commercial terms related to the acceptance of Monetization Requests through the DRM Marketplace (and your continued use of the DRM Marketplace, generally). Upon execution of any such Activation Agreement, this Agreement shall be superseded and replaced in its entirety by such Activation Agreement.

### 3. USE OF THE DRM MARKETPLACE BY YOU

3.1. You acknowledge and agree that DRM owns all right, title, and interest, including all Intellectual Property Rights in and to the DRM Marketplace. For the avoidance of doubt, except as expressly stated herein, this Agreement does not grant to You or any other party (by implication, estoppel, exhaustion, or otherwise) any right, title, interest, or license, in the DRM Marketplace; and DRM reserves all rights not expressly granted in this Agreement.

3.2. You agree to use the DRM Marketplace only for the purposes permitted by this Agreement and in accordance with applicable law and any terms of use that DRM may require from time to time.

3.3. As between You and DRM, You will be solely responsible, and DRM will have no responsibility (a) for undertaking or handling the support and maintenance of Your Properties; or (b) any injuries, claims, disputes, or complaints arising from or

related to Your Properties. You shall be solely responsible for the Property and for any losses or liabilities arising from or in connection therewith.

3.4. DRM shall have no responsibility or liability for any third party or User-generated content included within the DRM Marketplace.

#### **4. TERMINATION AND SUSPENSION**

4.1. Either party may terminate this Agreement at any time, for any reason or no reason, including, but not limited to, the sale of the Property to a third party not affiliated with Owner, upon thirty (30) days' written notice.

4.2. DRM may suspend or terminate this Agreement immediately if: (a) You have breached this Agreement; (b) DRM is required to do so by law; (c) You cease being an authorized owner, or owner in good standing, of the Property and all Property Assets; or (d) DRM decides to no longer provide or discontinue access to the DRM Marketplace. You may suspend or terminate this Agreement immediately if: (a) DRM has breached this Agreement; (b) You required to do so by law; or (c) DRM decides to no longer provide or discontinue access to the DRM Marketplace.

4.3. You may direct DRM to suspend or remove all Property Assets from the DRM Marketplace at any time by notifying DRM in writing, wherein DRM shall suspend or remove the Property Assets from the DRM Marketplace as soon as practicable.

#### **5. REPRESENTATIONS AND WARRANTIES**

5.1. You represent and warrant that: (a) You have all right, title, and interest in and to the Property and Property Assets, including the right to monetize the Property and Property Assets on Your own behalf and not solely acting as an agent or appointee on behalf of any other person; (b) You own all Intellectual Property Rights in and to the Property and Property Assets; (c) You will comply with all applicable laws; and (d) all information that You provide (or that is provided on your behalf) to DRM or Users in connection with this Agreement (including the Property Assets) will be current, true, accurate, non-infringing, supportable and complete.

5.2. **DISCLAIMER OF WARRANTIES:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND EXPRESSLY AGREE THAT YOUR USE OF THE DRM MARKETPLACE IS AT YOUR SOLE RISK AND THAT THE DRM MARKETPLACE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. DRM FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### **6. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT WITH RESPECT TO DRM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL DRM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, OR FROM INTERRUPTION OF BUSINESS) ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER DRM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT WITH RESPECT TO DRM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DRM'S TOTAL LIABILITY TO YOU UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, SHALL BE LIMITED TO USD \$10,000.

#### **7. INDEMNIFICATION**

7.1. DRM agrees to defend, indemnify, and hold harmless Owner, its affiliates and agents (collectively, the "**Owner Covered Parties**") from and against any and all third party claims, actions, suits, or proceedings, as well as any and all related losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) the DRM Marketplace infringing any Intellectual Property Right of any Person; (b) DRM's violation of this Agreement; or (c) DRM's violation of applicable law.

7.2. You agree to defend, indemnify, and hold harmless DRM, its affiliates, and their respective directors, officers, employees, contractors, and agents (collectively, the "**DRM Covered Parties**") from and against any and all third party claims, actions, suits, or proceedings, as well as any and all related losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Your ownership of the Property, (b) Your violation of this

Agreement; (c) the Property or Property Assets infringing any Intellectual Property Right or any other right of any Person; or (d) You or the Property's violation of applicable law.

7.3. Neither Party shall settle any claim without the prior written consent of the other, which shall not be unreasonably withheld, conditioned or delayed. Each Party will permit each other's Covered Parties, through counsel acceptable to such Covered Party, to participate in the defense of such claims. Each Covered Party who is not party to this Agreement is a beneficiary of this Agreement solely for the purpose of enforcing the rights granted to such Covered Party in this Section.

## **8. GENERAL LEGAL TERMS**

8.1. Notices to DRM will be provided to [Insert Email]. Notices to You will be provided to the point of contact You provide when registering for the DRM Marketplace.

8.2. During the term of this Agreement and for five (5) years after, the parties will hold in strictest confidence, and will not use or disclose any Confidential Information of the other party to any third party. This section does not prohibit either party from responding to lawful requests from law enforcement authorities.

8.3. DRM may freely assign or delegate all rights and obligations under this Agreement, fully or partially upon the approval of the Owner, not to be unreasonably withheld. You may not assign or delegate any rights or obligations under this Agreement, including in connection with a change of control. Any purported assignment and delegation shall be ineffective. Notwithstanding anything to the contrary herein contained, Owner may elect to assign the Agreement to any third party purchaser of the Property upon the approval of DRM, not to be unreasonably withheld.

8.4. All claims arising out of or relating to this Agreement or Your relationship with DRM under this Agreement will be governed by the laws of the Delaware (disregarding conflict of laws principles). You and DRM further agree to submit to the exclusive jurisdiction of the federal or state courts located within the county of Los Angeles, California to resolve any legal matter arising from or relating to this Agreement or Your relationship with DRM under this Agreement, except that either party will be allowed to apply for injunctive relief in any jurisdiction.

8.5. A party's failure to enforce any rights under this Agreement will not be deemed a waiver of the same right on another occasion, or of the right to enforce any other right under this Agreement. Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive expiration or termination (including, for the avoidance of doubt, Sections 6, 7 and 8). This Agreement is nonexclusive, and nothing in this Agreement restricts You or DRM from entering into other, similar agreements with other parties. This is the entire Agreement between You and DRM in connection with displaying the Property and Property Assets on the DRM Marketplace, and it supersedes any prior agreements. If a court holds that DRM cannot enforce a part of this Agreement as written, DRM may replace those terms with replacement terms to the extent enforceable under applicable law, but the rest of this Agreement will not be affected and shall remain in full force and effect. This Agreement's section titles are for reference only and have no legal effect. Neither this Agreement, nor any terms and conditions contained herein, create a partnership, joint venture, employment relationship, or franchise relationship.

## **9. DEFINITIONS**

**"Activation Agreement"** means a definitive commercial agreement between You and DRM governing your use of the DRM Marketplace, including terms related to accepting Monetization Requests.

**"Confidential Information"** means all non-public information that a party designates as confidential, or which under the circumstances of disclosure ought to be treated as confidential. Confidential Information does not include information that is: (i) known to a party before the disclosing party's disclosure to the receiving party; (ii) information publicly available through no fault of the receiving party; (iii) received from a third party without breach of an obligation owed to the disclosing party; or (iv) independently developed by a party without reference to or use of the disclosing party's Confidential Information.

**"DRM"** means Metaverse Rights Inc. d/b/a Digital Rights Management, a Delaware corporation with principal place of business at 1821 Weepah Way, Los Angeles, CA 90046.

**"DRM Marketplace"** means the website, software and services (and all Intellectual Property Rights associated therewith) made available by or on behalf of DRM that enables (a) Owners to have Properties (and associated Property Assets) displayed, and (b) Users to place (and Owners to accept or reject) Monetization Requests in connection with displayed Properties (and associated Property Assets).

**“Intellectual Property Rights”** means all patent rights, copyrights, trademark rights, rights in trade secrets, database rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

**“Monetization Request”** means a request placed by a User through the DRM Marketplace to obtain a license from or on behalf of Owner to display augmented reality-based advertisements on a Property in exchange for monetary compensation to Owner and DRM, subject to the terms of the applicable Activation Agreement.

**“Person”** means an individual or any legal entity, including but not limited to a corporation, partnership, limited liability company, or other business organization.

**“Property”** means each real property(ies) owned by You, and described specifically [\[here\]](#). For ease of reference in this Agreement, all singular references to “Property” include each and every Property that Owner authorizes for inclusion on the DRM Marketplace.

**“Property Assets”** means (i) all trademarks and services marks, logos, badges and other business identifiers, including any other trademarks, service marks, logos, and badges that You identify in writing as being available for use by DRM in connection with any Property included on the DRM Marketplace; (ii) the name, descriptions, and any titles, images, screenshots, video trailers, and other materials You provide (or are provided on Your behalf) to DRM in connection with displaying the Property on the DRM Marketplace, including any and all applicable Intellectual Property Rights associated therewith.

**“Users”** means Persons who register on the DRM Marketplace for the purposes of placing Monetization Requests through the DRM Marketplace.

**“You” or “Owner”** means the Person or company that owns the Property and authorizes the Property for display on the DRM Marketplace in accordance with the terms of this Agreement.