

NFT OWNER AGREEMENT

This NFT Owner Agreement (“Agreement”) is entered into by and between Crypthulhu Studios, Inc. (“Licensor”) and the individual or entity that owns an NFT (as defined below) (the “Owner”) and is effective as of the date that the limited license rights in and to the NFT are transferred to the Owner (the “Effective Date”).

OWNER ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE AGREEMENT, AND AGREES TO BE BOUND BY ITS TERMS, IN THEIR ENTIRETY. OWNER’S ACCEPTANCE OF AN NFT SHALL BE DEEMED OWNER’S ACCEPTANCE OF, AND CONSENT TO BE GOVERNED BY, THE TERMS OF THE AGREEMENT. IF OWNER DOES NOT AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT IN THEIR ENTIRETY, THE LICENSE CONTEMPLATED HEREUNDER SHALL AUTOMATICALLY TERMINATE.

In consideration of the premises and the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be bound, the parties hereto agree as follows:

1. Licenses & Restrictions.

- 1.1. NFTs. The “NFTs” sold or otherwise transferred to Owner pursuant to the Agreement are non-fungible tokens, ownership of which are registered on a blockchain. Each NFT is associated with a single instance of a digital art file (“Digital Object”). As detailed below, Owner may own a token, but shall have only a limited license to the Digital Object, subject to the terms and conditions of the Agreement. Owner must ensure that Owner obtains and maintains a functioning Flow® blockchain compatible wallet, or other wallet that may be supported in the future (“Wallet”) capable of accessing the NFTs and/or selling the NFTs, where applicable.
- 1.2. Digital Object. The Digital Object is subject to copyright and other intellectual property protections, which rights are and shall remain owned by Licensor and/or third parties.
- 1.3. License. Upon a valid acquisition or purchase of the NFT by the original purchaser, or (in the case of a Secondary Acquirer) upon a Permitted Transfer (defined below) of an NFT to Owner, Licensor grants Owner a limited, non-sublicensable, license to use, publish, and display the Digital Object during the Term, subject to Owner’s compliance with the terms and conditions of the Agreement including, without limitation, the restrictions in Section 1.4. below, solely for the following purposes: (a) for her/his/its own personal, non-commercial use; (b) to list the associated NFT for resale or trade on a Third-Party Marketplace (as such term is defined below); and (c) for display and use on the <https://www.dimensionxft.com/> website (the “Site”), provided that Owner’s access to the Site has not been terminated (the “Owner License”). The Owner license is non-transferable, except that it will automatically transfer in connection with a Permitted Transfer (defined below) of the subject NFT. Upon expiration of the Term or breach of any condition of the Agreement by Owner, all license rights shall immediately terminate.
- 1.4. License Restrictions. The Digital Object provided pursuant to the Agreement is licensed, not sold, and Owner receives no title to or ownership of the Digital Object or any associated intellectual property rights thereto. Without limiting the foregoing, the license to the Digital Object does not grant Owner any right, title or interest in or to the individual layered files, traits or digital works associated with same (collectively, the “Layered Files”). Except for the

express license granted to Owner by the Owner License, no other rights (express or implied) to the Digital Object are granted and all rights that are not specifically granted to Owner are reserved by Licensor. This includes, but is not limited to, the intellectual property rights, and publicity rights, associated with the images, names, logos, Layered Files, trademarks, the ability to mint 3D, voxel or other versions of the NFTs, the smart contract code, or anything else not specifically granted by the Owner License. Without limiting the generality of the foregoing, Owner shall not, nor authorize, permit, or assist any third party to, do or attempt to do any of the following: (a) copy, modify, create derivative works from, or distribute the Digital Object or an NFT; (b) display the Digital Object other than as expressly licensed in Section 1.3; (c) use an NFT or Digital Object to advertise, market or sell a product and/or service; (d) incorporate an NFT or Digital Object in videos or other media; (e) sell merchandise incorporating an NFT or Digital Object; (f) attempt to register any trademark, copyright, or otherwise acquire additional intellectual property rights in or to a Digital Object; (g) impose a fee or require other consideration for another to view a Digital Object; (h) use a Digital Object for its or any third party's commercial benefit; (i) use a Digital Object to create, sell or attempt to create or sell any new cryptographic token; or (j) fractionalize, pool, rent or stake an NFT or Digital Object, unless done so in compliance with all applicable laws, rules or regulations. Moreover, Owner agrees not to: (i) remove any copyright or other legal notices associated with an NFT or Digital Object; or (ii) remove or alter any metadata of an NFT including, without limitation, any link or other reference to the Agreement. Failure to comply with the conditions set forth in Sections 1.3 and 1.4 hereof constitutes a material breach of the Agreement.

1.5. Transfers.

- (a) Permitted Transfer. Subject to the transfer restrictions set forth herein, and payment to Licensor of the Resale Royalty (as set forth in Section 1.6 below), the rights associated with an NFT including, without limitation, the Owner License shall automatically transfer to the individual or entity that acquires the NFT (a "Secondary Acquirer") through a Third-Party Marketplace (defined below); *provided that*: (a) Owner has not breached the Agreement prior to the transfer; (b) the Owner License has not otherwise expired or been terminated for any reason; (c) Owner notifies the Secondary Acquirer that any sale of the NFT by the Secondary Acquirer shall be subject to the Resale Royalty; (d) such transfer is conducted through a Third-Party Marketplace; (e) such transfer complies with all applicable laws, rules, regulations, regulatory guidance, and terms of the Third-Party Marketplace on which such sale or transfer takes place; (f) the NFT is not "locked" (as such term is defined on the Site); and (g) Owner ensures that the Secondary Acquirer is made aware of the Agreement and agrees to be bound by its obligations and restrictions (a "Permitted Transfer"). A "Third-Party Marketplace" shall mean a third-party marketplace or platform that cryptographically verifies that the Owner is the actual, current owner of the NFT.
- (b) Permitted Transfer. For clarity, upon conclusion of a Permitted Transfer, including acceptance of the Agreement, Secondary Acquirer shall be deemed the Owner for purpose of this Owner Agreement. In no case shall the Owner License granted under the Agreement be transferrable apart from ownership of the subject NFT. For clarity, only a single individual/entity may own an NFT at any time, and only that individual/entity may have the Owner License.

- 1.6. "Resale Royalty" means the royalty amount Licensor shall receive for each resale of an NFT by the Owner or any Secondary Acquirer, equal to fifteen percent (15%) of the purchase price, taken from the Owner's or any Secondary Acquirer's sale proceeds. For clarity, Licensor shall

be entitled to receive the Resale Royalty pursuant to any sale of the NFT, whether or not such sale is associated with a Permitted Transfer (i.e., regardless of whether the rights to the Digital Object is transferred to a Secondary Acquirer). Owner shall pay any and all transaction fees, payment transfer fees and taxes (other than taxes on Licensor's net income) associated with the sale of the NFT and shall not deduct any such amounts from the amount paid to Licensor as the Resale Royalty. To the extent a smart contract associated with the NFT is programmed to automatically transfer the Resale Royalty to Licensor, payment shall be deemed made when and if such Resale Royalty is actually paid to Licensor.

2. **Storage.** The Digital Object may be centrally or decentrally stored, and such storage location, medium, platform and/or other file identifier (the "**Storage Medium**") will be identified in the metadata of the NFT. Owner understands and agrees that Licensor may not have control over any third-party storage providers and related third-party technology. Licensor shall not be responsible or liable for any failure of third-party technology, including without limitation, if the storage location malfunctions or ceases to exist, thereby interrupting the availability of the Digital Object.

3. **Warranty; Disclaimers and Assumption of Risk.**

3.1. **Owner Warranty.** Owner represents and warrants that Owner: (a) is at least the age of majority in Owner's state of residence (which is typically 18 in most U.S. states) and has the legal capacity to enter into the Agreement; (b) will use and interact with each NFT, including the Digital Object associated therewith, only for lawful purposes and in accordance with the Agreement and all applicable laws, rules and regulations; and (c) will not use the NFT, including the Digital Object associated therewith, to violate any law, regulation or ordinance or any right of Licensor or any third party, including, without limitation, any right of privacy, publicity, copyright, trademark and/or patent.

3.2. **DISCLAIMER; ASSUMPTION OF RISK.** THE NFTS AND ASSOCIATED DIGITAL OBJECTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR SUPPORT OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS RESPECTIVE OFFICERS, EMPLOYEES, MEMBERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS (COLLECTIVELY, "**COVERED PARTIES**") DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR MAKES NO WARRANTY THAT AN NFT OR THE ASSOCIATED DIGITAL OBJECT WILL MEET OWNER'S REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. FURTHER, LICENSOR PROVIDES NO WARRANTY REGARDING, AND WILL HAVE NO RESPONSIBILITY FOR, ANY CLAIM ARISING OUT OF: (a) A MODIFICATION OF AN NFT OR ASSOCIATED DIGITAL OBJECT MADE BY ANYONE OTHER THAN LICENSOR, UNLESS LICENSOR APPROVES SUCH MODIFICATION IN WRITING, IN ADVANCE; (b) OWNER'S MISUSE OF OR MISREPRESENTATION REGARDING AN NFT OR ASSOCIATED DIGITAL OBJECT; (c) THE FLUCTUATION IN VALUE OF AN NFT; AND/OR (d) ANY TECHNOLOGY, INCLUDING WITHOUT LIMITATION, ANY STORAGE MEDIUM, THAT FAILS TO

PERFORM OR CEASES TO EXIST.

FURTHER, OWNER UNDERSTAND AND AGREES THAT OWNERSHIP OF, AND TRANSACTIONS INVOLVING, AN NFT MAY REQUIRE OR RELY ON THIRD-PARTY TECHNOLOGY AND/OR PLATFORMS INCLUDING, WITHOUT LIMITATION, DIGITAL WALLETS, BLOCKCHAINS OR RELATED TECHNOLOGY, SMART CONTRACTS, INTERNET SERVICE PROVIDERS, STORAGE PROVIDERS, MARKETPLACES, EQUIPMENT OR OTHER INFRASTRUCTURE (COLLECTIVELY, "THIRD PARTY TECHNOLOGY"). OWNER UNDERSTANDS AND AGREES THAT THE EXISTENCE AND PERFORMANCE OF THIRD PARTY TECHNOLOGY ARE OUTSIDE OF LICENSOR'S CONTROL. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LICENSOR DISCLAIMS ALL LIABILITY FOR THE USE, UNAVAILABILITY, OR FAILURE OF ANY THIRD PARTY TECHNOLOGY.

THE NFTS ARE INTENDED AS COLLECTIBLE ITEMS FOR INDIVIDUAL ENJOYMENT ONLY. THEY ARE NOT MEANT AS INVESTMENT VEHICLES. LICENSOR MAKES ABSOLUTELY NO PROMISE OR GUARANTEE THAT THE NFTS WILL INCREASE IN VALUE OR MAINTAIN THE SAME VALUE AS THE AMOUNT OWNER PAID TO PURCHASE SAME. OWNER UNDERSTANDS AND AGREES THAT THE NFTS HAVE NO INHERENT MONETARY VALUE, AND THEY SHOULD BE TREATED AS NOTHING MORE THAN COLLECTIBLES WITH POTENTIAL FUTURE VALUE OR LACK THEREOF. PLEASE BE AWARE THAT THE PRICES OF NFTS ARE EXTREMELY VOLATILE, AND PRICE FLUCTUATIONS IN FLOW COULD IMPACT THE PRICE OF NFTS BOTH POSITIVELY AND NEGATIVELY. GIVEN THIS VOLATILITY, NFTS SHOULD NOT BE CONSIDERED INVESTMENTS. OWNER ASSUMES ALL RISKS IN CONNECTION THEREWITH. NO INFORMATION AND/OR CONTENT MADE AVAILABLE BY AND/OR THROUGH THE SITE OR OTHERWISE BY LICENSOR IS OR SHOULD BE CONSIDERED ADVICE OR AN INVITATION TO ENTER INTO AN AGREEMENT FOR ANY INVESTMENT PURPOSE. FURTHER, NO ELEMENT OF THE NFTS QUALIFIES OR IS INTENDED TO BE AN OFFERING OF SECURITIES IN ANY JURISDICTION, NOR DOES IT CONSTITUTE AN OFFER OR AN INVITATION TO PURCHASE SHARES, SECURITIES OR OTHER FINANCIAL PRODUCTS. OWNER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ASSURING THAT THE PURCHASE AND SALE OF NFTS, AND THE USE OF CRYPTOCURRENCIES, COMPLIES THE WITH LAWS AND REGULATIONS IN OWNER'S JURISDICTION. OWNER ASSUMES ALL RISKS ASSOCIATED WITH USING AN INTERNET-BASED CRYPTOCURRENCY INCLUDING, BUT NOT LIMITED TO, THE RISK OF HARDWARE, SOFTWARE AND INTERNET CONNECTIONS, THE RISK OF MALICIOUS SOFTWARE INTRODUCTION, AND THE RISK THAT THIRD PARTIES MAY OBTAIN UNAUTHORIZED ACCESS TO INFORMATION STORED WITHIN OWNER'S WALLET. NFTS, CRYPTOCURRENCIES AND BLOCKCHAIN TECHNOLOGY ARE RELATIVELY NEW AND THE REGULATORY LANDSCAPE IS UNSETTLED. NEW REGULATIONS COULD NEGATIVELY IMPACT SUCH TECHNOLOGIES WHICH MAY, IN TURN, IMPACT THE VALUE OF OWNER'S NFTS. OWNER UNDERSTANDS AND ACCEPTS ALL RISK IN THAT REGARD. WITHOUT LIMITING THE FOREGOING, OWNER ASSUMES ALL RESPONSIBILITY FOR ANY ADVERSE EFFECTS OF DISRUPTIONS OR OTHER ISSUES IMPACTING

FLOW BLOCKCHAIN.

4. Limitation of Liability; Indemnity.

4.1. Dollar Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COVERED PARTIES' CUMULATIVE LIABILITY UNDER THE AGREEMENT, FOR ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

4.2. Excluded Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COVERED PARTIES BE LIABLE UNDER ANY CLAIM ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER NONDIRECT DAMAGES OF ANY KIND OR FOR ANY SPECIAL, PUNITIVE OR SIMILAR DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS, LOST REIMBURSEMENTS, LOST DATA, OR LOST SAVINGS), EVEN IF THE APPLICABLE COVERED PARTY(IES) WAS/WERE ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

Clarifications & Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITIES LIMITED BY THIS SECTION 4 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF THE APPLICABLE COVERED PARTY(IES) IS/ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF OWNER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COVERED PARTIES WILL NOT BE LIABLE TO OWNER FOR ANY USE OF AN NFT AND/OR ASSOCIATED DIGITAL OBJECT INCLUDING, BUT NOT LIMITED TO, ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (i) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (ii) SERVER FAILURE OR DATA LOSS; (iii) CORRUPTED CRYPTOCURRENCY WALLET FILES; (iv) UNAUTHORIZED ACCESS TO AN NFT AND/OR ASSOCIATED DIGITAL OBJECT; (v) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES INCLUDING, WITHOUT LIMITATION, THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST A BLOCKCHAIN NETWORK UNDERLYING AN NFT AND/OR ASSOCIATED DIGITAL OBJECT; (vi) OWNER'S FAILURE TO MAINTAIN THE SECURITY OF ITS WALLET'S PRIVATE KEY; (vii) ANY UNINTENDED TRANSFER OR LOSS OF AN NFT AND/OR ASSOCIATED DIGITAL OBJECT; (viii) THE FAILURE TO REALIZE ANY SPECIFIC INVESTMENT INCOME, REVENUE OR OTHER FINANCIAL OUTCOME; AND/OR (ix) OWNER'S INABILITY TO DEMONSTRATE OWNERSHIP AND/OR CONTROL OF AN NFT. If applicable law limits the application of the provisions of this Section 4, Licensor's liability will be limited to the maximum extent permissible.

4.3. Indemnity. Owner shall indemnify, defend and hold harmless the Covered Parties from and against any and all claims, demands, causes of action, liabilities, damages, penalties, losses, fines, costs and expenses (including reasonable attorneys' fees, legal costs and court costs, which shall be reimbursed as incurred) arising out of, related to, or in connection with, or alleging: (a) Owner's breach of any provision contained in the Agreement, including, but not

limited to, Owner's failure to comply with the licensing conditions set forth in Section 1 hereof; (b) Owner's use of an NFT in any way that violates any applicable laws, rules or regulations; (c) Owner's unauthorized transfer, or purported transfer, of an NFT; or (d) Owner's improper and/or unauthorized exercise of any license rights in and/or to an NFT.

5. Term & Termination.

- 5.1. **Term.** This Owner Agreement shall continue until terminated pursuant to the terms of this Owner Agreement (the "**Term**").
- 5.2. **Termination for Transfer, Exchange or Extinguishment.** The Owner License applies only to the extent that Owner continues to own the subject NFT. If, at any time, the Owner sells, trades, donates, gives away, transfers, purports to transfer, or otherwise disposes of or ceases to own the subject NFT for any reason, this Owner Agreement, including, without limitation, the Owner License granted to Owner hereunder, will immediately terminate without the requirement of notice, and Owner will have no further rights in or to the subject NFT or Digital Object, including without limitation, any transfer rights associated therewith. Certain NFTs may be available for a "burn," "infuse," or similar functions as described on the Site. If Owner exchanges one or more NFTs through a "infuse" or similar function, or extinguishes one or more NFTs through a "burn" or similar function on the Site, Owner no longer owns such NFT, and the associated Owner License for that NFT automatically terminates. To the extent that the "infuse" or similar function results in a new NFT, the new NFT shall be subject to the this Owner Agreement. For more information, view the Site.
- 5.3. **Complete Termination.** Except for a Permitted Transfer effectuated in accordance with the terms of the Agreement, including, without limitation, Section 1.5 hereof, this Owner Agreement shall automatically and fully terminate upon any purported transfer by the Owner. For clarity, any transfer of an NFT, other than a Permitted Transfer, terminates the Owner Agreement in its entirety, including without limitation, the Owner License, and all such rights shall automatically revert to Licensor. For the avoidance of doubt, if a Secondary Acquirer receives an NFT, except pursuant to a Permitted Transfer, such Secondary Acquirer has no license to the Digital Object and therefore cannot execute a Permitted Transfer to a subsequent Secondary Acquirer.
- 5.4. **Termination for Cause.** Licensor may terminate this Owner Agreement for Owner's material breach of any term of the Agreement by written notice specifying in detail the nature of the breach, effective in thirty (30) days unless the Owner first cures such breach, or effective immediately if the breach is not subject to cure.
- 5.5. **Effects of Termination.** Upon termination of this Owner Agreement, Owner shall cease all use of the Digital Object and delete, destroy, or return all copies of the Digital Object in its possession or control. Owner acknowledges that any use of the Digital Object upon termination of the Owner License shall be deemed an intellectual property infringement. Any provision of this Owner Agreement that must survive to fulfill its essential purpose will survive termination or expiration.

6. Miscellaneous.

- 6.1. **Independent Contractors.** The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 6.2. **Force Majeure.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of the Agreement to the extent caused by acts of war, terrorism, hurricanes,

earthquakes, epidemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, COVID-19 or any similar virus, disease and/or pandemic, as well as any private sector or governmental responses to any of the foregoing, or other causes beyond the performing party's reasonable control.

- 6.3. Assignment & Successors. This Owner Agreement is not assignable or transferable by Owner, except pursuant to a Permitted Transfer of ownership of an NFT to a Secondary Acquirer, in which case the terms and conditions hereof will transfer and be binding upon and will inure to the benefit of the parties and their permitted successors and assigns. Any purported assignment or transfer by Owner in violation of this Section 6.3 is null and void.
- 6.4. Severability. To the extent permitted by applicable law, the parties waive any provision of law that would render any clause of the Agreement invalid or otherwise unenforceable in any respect. If any provision of the Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of the Agreement will continue in full force and effect.
- 6.5. No Waiver. Neither party will be deemed to have waived any of its rights under the Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of the Agreement will constitute a waiver of any other breach of the Agreement.
- 6.6. Choice of Law & Jurisdiction: This Owner Agreement is governed by the law of the State of California and both parties submit to the exclusive jurisdiction of the state and federal courts located in the State of California, and waive any right to challenge personal jurisdiction or venue.
- 6.7. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
- 6.8. Amendment. The Agreement may not be amended in any way except through a written agreement by authorized representatives of the Licensor and Owner.