

7LBN NFT LICENSE AGREEMENT

LAST REVISED ON 09/10/22

This 7LBN NFT License Agreement (the “License”) is a legally binding agreement entered into between “Code for California” and you. When you acquire an 7LBN NFT, you own all personal property rights to the token underlying the 7LBN NFT (e.g., the right to freely sell, transfer, or otherwise dispose of that 7LBN NFT), but you do not own the associated artwork, brand, or other intellectual property associated with that 7LBN NFT, except for the specific licensed rights set forth below.

DEFINITIONS

“7LBN **NFT**” means any 7LBN branded or themed NFT created by or on behalf of “Code for California”.

“7LBN **NFT Art**” means the artwork, image or works of authorship associated with a specific 7LBN NFT.

“7LBN **Trademarks**” means any and all logos, trademarks, service marks, and trade dress associated with 7LBN, 7lbn.xyz, the 7LBN NFTs, and “Code for California”, including the “7LBN” or “7LBN.xyz” names, or any other names of 7LBN-related characters or products or service developed by us.

“**Code for California,**” “**us,**” “**we,**” or “**our**” means Code for California LLC and/or its affiliates.

“**Commercial Use**” means any activity that is performed with the intent to generate revenue, such as sale or transfer of items (including NFTs) on any marketplace, creating and selling merchandise or creating a book or video game.

“**NFT**” means any blockchain-tracked non-fungible token, including those complying with the ERC-721A, ERC-721, ERC-1155, or other non-fungible token standard.

“**you**” or “**your**” means a lawful owner of an 7LBN NFT.

LICENSE GRANT

7LBN NFT Art License. For as long as you lawfully own your 7LBN NFT, and subject to your compliance with the terms of this License, we hereby grant you the following rights:

1.

a non-exclusive, worldwide, royalty-free, license to use, reproduce, display, modify, and create derivative works of the 7LBN NFT Art for your 7LBN NFT for personal, non-commercial use (such as to display in your wallet, as a profile picture, to create a pixel-art version for use in a third party platform);

2.

a non-exclusive, worldwide, royalty-free, sub-licensable (but only to service providers assisting you with a Commercial Use) license to use, copy, reproduce and display the 7LBN NFT Art for your 7LBN NFT for any Commercial Use. The license in this subsection (2) does not include a right to create derivative works of the 7LBN NFT Art except as necessary to adapt and depict the 7LBN NFT Art in or on the goods or media created pursuant to this license, or as otherwise required in the “No Rights to Trademarks” Section below. But this license does permit you to mint and create new NFTs and NFT projects based on your 7LBN NFT Art for 7LBN NFTs that you own, as long as you don't use the 7LBN Trademarks on, or to promote, such new NFTs. From time to time, we may collaborate with third parties to create 7LBN NFTs which include artwork, images, works of authorship, logos, trademarks, service marks, or trade dress owned by a third party (“Third Party Content”). The license in this paragraph does not extend to any 7LBN NFT or 7LBN NFT Art that contains Third Party Content, and you may not use, copy, reproduce, display, create derivative works of, or create new NFTs based on such Third Party Content, or any portion thereof, for any Commercial Use, unless we or the applicable third parties expressly provide our consent in writing or by public announcement.

MODIFICATIONS AND DERIVATIVE WORKS

We recognise that you might want to create modifications and derivative works of your 7LBN NFT Art, and we allow you to do so under the scope of the licenses granted above. However, you acknowledge and agree that “Code for California” may also modify, create derivative works of, and update any 7LBN NFT Art and may create works of authorship similar or identical to your own adaptations, derivative works, and modifications of any 7LBN NFT Art. 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 “Code for California” or its affiliates or licensees in connection with their use of any 7LBN NFT Art or any adaptations, derivative works, and modifications thereto, even if such artwork or content is similar to or the same as any adaptations, derivative works, or modifications in any 7LBN NFT Art that have been created by you.

No Rights to Trademarks. Nothing in this License will be interpreted to grant you any rights to any 7LBN Trademarks belonging to “Code for California”. Without our written permission, you may not use any 7LBN Trademarks for any Commercial Use, including to register any domain names or social media accounts using any 7LBN Trademarks. This includes any 7LBN Trademarks that may be displayed or contained in any 7LBN NFT Art for your 7LBN NFT (and you will need to modify the 7LBN NFT Art to remove or obfuscate such 7LBN Trademarks before making any Commercial Use of such 7LBN NFT Art). You may not remove, delete or obscure any trademark notice, copyright notice or other intellectual property notice in any 7LBN NFT or 7LBN NFT Art.

Transfer. The licenses granted above are non-transferrable, except that if you sell or transfer your 7LBN NFT, you will no longer be granted the foregoing licenses in the 7LBN NFT Art, and such license will transfer to the new owner of the 7LBN NFT associated with such 7LBN NFT Art. In connection with any sales, transfers or similar transactions of the 7LBN NFTs, the transferee agrees that purchasing, accepting, or otherwise acquiring the 7LBN NFT, they shall be deemed to accept the terms of this License. You may not transfer an 7LBN NFT to a transferee that is located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S.

government as a terrorist-supporting country; or is otherwise listed on any U.S. Government list of prohibited or restricted parties.

Restrictions. Notwithstanding any of the above, you may not use the 7LBN NFT Art in any way that constitutes unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal or obscene activity, or that promotes any such activity.

Reservation of Rights. All rights in and to the 7LBN NFT Art and any other intellectual property of "Code for California" not expressly licensed herein are hereby reserved by "Code for California". All goodwill arising from any use of the 7LBN Trademarks will inure solely to "Code for California" and its affiliates.

DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

Disclaimers. YOUR ACCESS TO AND USE OF THE 7LBN NFT AND 7LBN NFT ART IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE 7LBN NFTS AND 7LBN NFT ART ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, "CODE FOR CALIFORNIA", ITS PARENTS, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS AND LICENSORS (THE "CODE FOR CALIFORNIA ENTITIES") DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE CODE FOR CALIFORNIA 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 7LBN NFTS AND 7LBN NFT ART; (B) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, BLOCKCHAIN, DIGITAL WALLET, HARDWARE OR MARKETPLACE; AND (C) WHETHER THE 7LBN NFTS AND 7LBN NFT ART 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 7LBN NFTS AND 7LBN NFT ART. THE 7LBN NFTS ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY. THEY ARE NOT A “SECURITY,” AS DEFINED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY U.S. STATE.

Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE “CODE FOR CALIFORNIA” 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 SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THIS LICENSE OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THIS LICENSE AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE “CODE FOR CALIFORNIA” 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 THIS LICENSE OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. THE MAXIMUM AGGREGATE LIABILITY OF THE “CODE FOR CALIFORNIA” ENTITIES FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) \$1,000 OR (II) THE AMOUNT YOU PAID “CODE FOR CALIFORNIA” FOR YOUR 7LBN NFT. SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

ADDITIONAL PROVISIONS

Additional Features. “Code for California” may choose to make additional features, access, content, items or other benefits available to owners of 7LBN NFTs (“Additional

Features”). “Code for California” has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring an 7LBN NFT. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.

This license allows us to add more features to your 7LBN NFT, but doesn't create an obligation for us to do so.

Updating This License. We may modify this License from time to time. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by placing a prominent notice on the first page of our website. However, it is your sole responsibility to review this License from time to time to view any such changes. Your continued access or use of the 7LBN NFTs or 7LBN NFT Art after the License has been updated will be deemed your acceptance of the modified License.

We will give you prominent advance notice in case we change this license.

Termination of License. If you breach any of the provisions of this License, all licenses granted by “Code for California” will terminate automatically. Upon the termination of your licenses, you shall cease all marketing, distribution, or sale of goods, services and media that feature the 7LBN NFT Art and shall cease all further use of the 7LBN NFT Art. All provisions which by their nature should survive the termination of this License shall continue in full force and effect subsequent to and notwithstanding any termination of this License by “Code For California” or you. Termination will not limit any of “Code for California” other rights or remedies at law or in equity.

Basically this license will be terminated if you breach any provisions.

Miscellaneous. If any provision of this License shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this License and shall not affect the validity and enforceability of any remaining provisions. This License and the licenses granted hereunder may be freely assigned by “Code for California” but may not be assigned by you without the prior express written consent of “Code for California”. Any purported assignment in violation of this License 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. You represent and warrant that you have the legal capacity to agree to this License. This License is governed by the laws of the State of California, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Los Angeles, California. EACH PARTY HEREBY EXPRESSLY

WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST EITHER PARTY IN CONNECTION WITH THIS LICENSE. You and “Code for California” agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of this License.