



MarmotVerse

LICENSE AGREEMENT

BETWEEN:

Marmotverse Ltd.

“Licensor”

- and -

You

“Licensee”

WHEREAS:

- A. “You” are the current and bona fide owner of the particular Marmot originally minted by Marmotverse Ltd. appended to this License Agreement, whether you have acquired said Marmot directly from Marmotverse Ltd. or from a third party;
- B. Marmotverse Ltd. wishes to be clear as to the rights licensed to You by virtue of ownership of this particular Marmot, specifically so as to avoid the need for you to have to hear the whining from dweebs claiming “You can’t use that as your PFP, you only own a particular copy of that Marmot, the right to display the image remains with the original copyright holder” or even worse “Well, technically, by uploading that particular Marmot to the Bird App you are actually creating a copy of that particular Marmot and as a result you are breaching the copyright of the original copyright holder” and other such annoying comments;
- C. Marmotverse Ltd. is a duly incorporated corporation registered in Alberta, Canada and has duly licensed the copyright associated with this particular Marmot;
- D. You may or may not be a Marmot aficionado, but in any event are the bona fide owner of this particular Marmot and wish to be able to display and show it off because it’s awesome but You may or may not be legitimately concerned about what You can or can’t do with your particular Marmot once You purchase it;
- E. Marmotverse Ltd. wishes to transfer to the current owner (You) of this particular Marmot, as registered on the Chia blockchain, the license to use the sexy ass image of this Marmot as

you please, by displaying it actively on the internet, or in your own home¹ or in public², for so long only for the period that you are registered as its owner on the Chia blockchain, and for the use granted by this license to pass simultaneously with the transfer of this particular Marmot to the next owner as registered on the Chia blockchain.

NOW THEREFORE in consideration of the mutual covenants and agreement contained herein, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Grant

1.1 Marmotverse Ltd. hereby grants to Licensee the non-exclusive right to use the particular Marmot subject to the conditions and restrictions contained in this Agreement.

1.2 You and the Marmotverse Ltd. agree as follows:

(a) the rights granted to You by Marmotverse Ltd. herein are not limited to any geographical area, nor to any specific use, be it non-commercial or commercial;

(b) the right of You to use the particular Marmot is singular but transferable in that You may have full rights to display digitally or otherwise, Right-Click-Save to your heart's content, this particular Marmot while you remain registered as its owner on the Chia blockchain but you may not reproduce nor authorize a third party to use the particular Marmot, such that at all times only one individual (You) may display or otherwise use the rights granted to You in this Agreement;

(c) You may not hold yourself out to be the copyright owner in any fashion whatsoever, nor resell the particular Marmot except in the manner anticipated by Marmotverse Ltd., namely as the Non-Fungible Token minted to the Chia blockchain and any other proposed mode of sale of the particular Marmot, including but not limited to as a simple (and, frankly, wack) .jpeg, .jpg, .gpg, .gif, .jif, .png, .pcx, etc., shall not constitute a legitimate use or transfer of the rights granted to You and the ownership and thus the rights associated with this particular Marmot shall always belong to the owner of the particular Marmot as displayed on the Chia blockchain;

(d) The rights to this particular Marmot shall revert to Marmotverse Ltd. and Marmotverse Ltd. maintains all rights, including those licensed to You and shall by no measure transfer or release any copyright or other such rights in this particular Marmot;

(e) All of the rights granted to You by this Agreement shall travel and transfer with the Chia blockchain ownership of this particular Marmot such that you expressly lose and release any and all rights granted to you and shall immediately cease the uses of this particular Marmot granted to you by this Agreement at the time of your transfer ownership of same on the Chia blockchain.

¹ But like, are you going to.... Print it off?

² Leave your home? Are you crazy? It's dangerous out there, stay in your burrow and stay safe, friend

2. **Covenants and Acknowledgements of Licensee**

2.1 The Licensee covenants that it:

- (a) will not challenge directly or indirectly Licensor's right, title or interest in the marmots as a whole or any one of them;
- (b) assist the Licensor, at the Licensor's expense, in any action brought by the Licensor for the purpose of defending or protecting the marmots.

2.2 The Licensee acknowledges that it has only those rights, titles or interests in or to the marmot, or any part thereof, as herein set out and that nothing in this Agreement shall be construed as an assignment or grant to Licensee of any right, title or interest in or to the copyright, marks, or other rights attributable to the Licensor, other than the right to use.

3. **Covenants of Licensor**

3.1 The Licensor covenants that:

- (a) it will take reasonable action to protect the marmots, including the commencement of legal proceedings, upon becoming aware of any infringement of or challenge to the marmots;
- (b) in the event a majority of the shares of the Licensor are, directly or indirectly, sold to a third party, all or substantially all of the assets of the Licensor are sold to a third party or the Licensor enters into an amalgamation, arrangement or other capital reorganization which results in the current shareholders of the Licensor owning less than fifty per cent (50%) of the shares of the Licensor, it will not enter into such transaction unless such third party covenants to assume all obligations under this Agreement;

4. **Termination**

4.1 This Agreement may be terminated without limitation at any time in the sole discretion of the Licensor.

4.2 This Agreement may be not terminated by Licensee and the only manner in which the Licensee may vitiate its obligations and rights under this Agreement is to transfer the marmot, as set forth in this Agreement, to another individual.

4.3 The parties agree that Section 2.2 of this Agreement shall survive the termination of this Agreement.

5. **Miscellaneous**

5.1 This Agreement shall be binding on the parties hereto and their successors, heirs and permitted assigns.

5.2 The invalidity of any provision of this Agreement or any term, condition or covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained as each such covenants and provision is separate and distinct.

5.3 This Agreement shall be governed by the laws of Alberta, Canada and any dispute arising shall be heard by the Court of Queen's Bench of Alberta.

5.4 Subject to Section 3.1, Licensor may assign, in whole or in part, all of its right, title and interest in and to this License, or any provisions hereof, including without limitation, all rights of action or other rights accruing to Licensor or which might hereafter accrue to Licensor under this License.

5.5 This Agreement and rights and obligations thereunder shall run with this particular marmot and requires no signature. Acceptance to being bound by this Agreement shall be deemed to have been accepted by the Licensee by virtue of the Licensee being the registered owner of this particular Marmot as registered on the Chia blockchain and subsequent use of this particular Marmot as allowed by this Agreement.