

SAMPLE LICENSE AGREEMENT

The following (the “Agreement”) sets forth the terms and conditions with respect to your purchase of certain Non-Fungible Token(s) (“NFT(s)”) from the PVLACE NFT PROJECT in collaboration with FOMOLabs (the “Platform”). By purchasing the NFTs, you hereby agree to abide by the following terms and conditions (as may be amended by the Platform from time to time).

- PURCHASE. Each NFT for sale by the Platform shall grant its holder certain rights in connection with one (1) unique, musical melody sample or beat (each, a “Sample”, "Beat"), as further described herein.

- GRANT OF RIGHTS.

- In consideration of your purchase of an NFT, the Platform hereby grants you a limited, exclusive, transferable, perpetual, worldwide right to use that certain Sample, Beat solely as incorporated into a musical work created by you (a “New Work”), on a so-called “Royalty-Free” basis.

- You may use the Sample, Beat as incorporated into a New Work in nearly any work (commercial or non-commercial), including music, sound design, feature films, broadcasting, commercials, industrial, educational videos, multimedia, games, merchandise, and the internet.

- With respect to any online exploitation of any Sample or Beat, you agree to use your best efforts to protect and secure your downloaded Sample so that it cannot be searched for, downloaded, or otherwise used by anyone not in possession of the NFT.

- The Sample, Beat may not be distributed (commercially or otherwise) on a standalone basis. For the avoidance of doubt, the usage of the Sample for the creation of a sound library or as a sound library for any kind of synthesizer, virtual instrument, sample library, sample-based product or other musical instrument is strictly prohibited.

- You shall own all intellectual property rights in all New Works incorporating any of the Samples, Beats provided.

- OWNERSHIP.

- The Platform is and shall remain the sole owner and holder of all right, title, and interest in the Sample, and nothing contained herein shall constitute an assignment by the Platform to you of any of the foregoing rights. Licensee may not, under any circumstances, register or attempt to register any New Works and/or the Sample with any national Copyright Office without the Platform’s consent.

- YOU ARE EXPRESSLY PROHIBITED FROM REGISTERING THE SAMPLE AND/OR NEW WORK WITH ANY CONTENT IDENTIFICATION SYSTEM, SERVICE PROVIDER, MUSIC DISTRIBUTOR, RECORD LABEL OR DIGITAL AGGREGATOR (for example: TuneCore or CDBaby, YouTube content ID, and any other provider of user-generated content identification services). The purpose of this restriction is to prevent you from receiving a copyright infringement take down notice from a future holder of the NFT who also received a non-exclusive license to use the Sample in a New Work. The Samples have already been tagged for Content Identification (as that term is used in the

music industry) by Licensor as a pre-emptive measure to protect all interested parties in the New Work. If you do not adhere to this policy, you are in violation of the terms of this Agreement and your license to use the Samples and/or New Song may be revoked without notice or compensation to you.

- LIMITATION OF LIABILITY.

- TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE PLATFORM, AS WELL AS ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, PARTNERS ,AND LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR USE OF THE SAMPLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY THE PLATFORM HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

- EXCEPT AS PROVIDED IN SECTION 9 BELOW AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE PLATFORMS TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF THE SAMPLE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF \$100 AND THE AMOUNTS YOU HAVE PAID TO THE PLATFORM OR ANOTHER THIRD-PARTY TO PURCHASE THE NFT.

- Notwithstanding the foregoing, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law in aid of arbitration; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

- DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, (A) THE SAMPLES AND ALL OTHER MATERIALS AND CONTENT AVAILABLE THROUGH THE PLATFORM ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS AND (B) THE PLATFORM HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OTHER THAN THOSE IMPLIED BY LAW, RELATING TO THE SAMPLE AND ALL OTHER MATERIALS AND CONTENT AVAILABLE THROUGH THE PLATFORM, INCLUDING: (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (II) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE PLATFORM DOES NOT WARRANT THAT THE SAMPLE OR ANY OTHER MATERIAL OR CONTENT OFFERED THROUGH THE PLATFORM, WILL BE SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND THE PLATFORM DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

- INDEMNIFICATION. You hereby agree to indemnify and hold the Platform harmless against any third-party claim, liability, documented cost and expense (including reasonable outside attorneys’ fees and reasonable, actual and documented court costs) in connection with

any third-party claim related to (a) your unauthorized use of, or misuse of, the Sample; (b) your violation of any portion of this Agreement, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right (including, without limitation, in connection with any use of the Sample); or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you will cooperate with our defense of those claims.

- ASSIGNMENT. You may not assign this Agreement or any of your rights hereunder without the Platform's prior written consent. The Platform may transfer this Agreement and/or wholly or partially assign or pledge any of its rights and/or obligations under this Agreement to any third party provided that such third party agrees to be bound to this Agreement.

- REMEDIES. This Agreement shall be governed by German law. Any conflicts between the Parties will be settled exclusively in a court of law in Heilbronn, Germany, and the Parties agree to submit to the jurisdiction of such courts to the exclusion of any other courts. The Platform shall be in breach of this Agreement unless the Platform fails to cure any breach within thirty (30) days of receipt of written notice from you of the breach. A waiver of any breach shall not waive a prior or subsequent breach.

- NOTICES. Notices hereunder shall be in writing, via email (if written confirmation may be obtained), facsimile (if written confirmation may be obtained), or certified mail. The date and time of confirmation (for facsimile or email) or certification shall be the date and time of such notice, unless such date and time do not fall between 9:00 a.m. and 5:00 p.m. (recipient's time zone) on a business day, in which case the date and time shall be deemed to be 9:00 a.m. on the next business day.

- MISCELLANEOUS. This Agreement contains the entire understanding of the parties as to the subject matter hereof, and all prior Agreements as to such subject matter have been merged herein. Artist acknowledges that Artist has had the opportunity to consult with counsel regarding this Agreement. If any provision of this Agreement is invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement may not be altered in any way except by an instrument signed by the parties. This Agreement may be signed in counterpart (and/or facsimile and/or PDF), each of which shall be deemed an original, but all of which together shall constitute the Agreement.