

THIS IS AN APE/MUTANT LICENSE.

This non-exclusive Ape License (“**License**”) is entered into between you (“**Licensor**”) and Tally Labs Inc, a Delaware corporation doing business as “Jenkins The Valet,” its successors and assigns (“**Tally Labs**” or “**Jenkins**”) in connection with the use by Jenkins of the Bored Ape/ Mutant Ape NFT identified below (the “**Ape/ Mutant**” or “**BAYC/MAYC NFT**”) in and in connection with a literary work and derivatives thereof (the “**Book**”).

The parties hereby agree as follows:

- 1. Identification of Ape/ Mutant.** This License licenses all of the rights **specified herein** in and to the following BAYC/MAYC NFT:

BAYC/MAYC NFT token ID:

- 2. Ownership.**

- BAYC/MAYC NFT.** Licensor acknowledges and agrees that Licensor owns or controls all intellectual property rights in and to the Ape/ Mutant **granted herein**. Licensor retains all rights, title and interest in the Ape/ Mutant not specifically contained in this License. Jenkins shall not acquire any interest, nor make any claim to the Licensor’s rights in the Ape/ Mutant, except as licensed hereunder.
- Book.** All copyrights, renewals, and extensions thereof, in and to the Book, shall be secured and owned by Jenkins and held in Jenkins’ name, as the sole and exclusive proprietor thereof, together with all literary property and any other rights in the Book, the title thereof, and the expression of the Ape/ Mutant characters and characterizations **to the extent contained in the Book**, in all language, forms, and media now or hereafter known in perpetuity, throughout the world, free of any claim whatsoever by Licensor or by any persons deriving any rights or interests therefrom.

- 3. License.**

- Licensor hereby grants to Jenkins, Jenkins’ successors and assigns, perpetually and irrevocably, the *non-exclusive*, right throughout the universe to use, incorporate, fictionalize, and portray the Ape/ Mutant (including name and avatar) in the Book and derivatives thereof in any incident, situation, event, fictionalization, portrayal, or modification as determined in Jenkins’ sole discretion; to manufacture, distribute, and perform publicly, either for profit or non-profit, and authorize others so to perform the Book containing the Ape/ Mutant; and to make any ancillary uses of the Ape/ Mutant **to the extent contained in the Book**, including in marketing and advertising thereof (which may be “in-context” or “out-of-context”) in any media now known or hereinafter devised. Licensor hereby agrees to execute and deliver to Jenkins such instruments and other documents to carry out the purposes of this License. Without limiting the generality of the foregoing, Jenkins will use reasonable efforts to honor the existing name and backstory of the Ape/ Mutant.
- In addition, and subject to the above, the Ape/ Mutant will also appear in the Book based upon the Jenkins The Valet Writer’s Room NFT owned by Licensor, as follows:

- i. if the token ID in connection with the Jenkins The Valet Writer’s Room NFT is in the “Valet Ticket” tier, the BAYC/MAYC NFT will be included in the acknowledgements of the Book;
- ii. if the token ID in connection with the Jenkins The Valet Writer’s Room NFT is in the “Yacht Keys” tier, the BAYC/MAYC NFT will be included in a game of “Where’s Jenkins” in the Book;
- iii. if the token ID in connection with the Jenkins The Valet Writer’s Room NFT is in the “Valet Stand” tier, the BAYC/MAYC NFT will be illustrated in the Book;
- iv. if the token ID in connection with the Jenkins The Valet Writer’s Room NFT is in the “Yacht” tier, the BAYC/MAYC NFT will be included as a character in the Book.

All other aspects of the Ape/ Mutant’s appearance in the Book under this section 3(b) shall be determined by Jenkins. In the event of any inadvertent error, Licensor shall be entitled only to Jenkins’ reasonable efforts to cure such inadvertent error on a prospective basis. In no event shall Licensor be entitled to injunctive relief.

<i>Jenkins The Valet Writer’s Room NFT token ID:</i>

4. Compensation. In exchange for the License granted hereunder, the Net Profit Participant, as defined below, shall be entitled to receive an amount equal to fifty percent (50%) of the Net Profits, as defined below, from the exploitation of Book divided by the total number of net profit participants in the Book (the “**Compensation**”). For the avoidance of doubt, and by means of illustration only, if the Net Profits were \$5,000,000, and there are 3,000 net profit participants, the share of Net Profits to which the Net Profit Participant is entitled would be calculated as follows:

$$\frac{\$5,000,000 * .50}{3,000} = \$833.33$$

“**Net Profits**” shall be defined as all sums actually received by Jenkins in connection with the exploitation of the Book following: a) recoupment of all production costs, and b) recoupment of all expenses, calculated on a rolling basis (meaning “production costs” and “all expenses” may change from accounting period to accounting period as they are incurred). Jenkins shall account to the Net Profit Participant on a calendar semi-annual basis for two years from the date of the release of the Book, and thereafter on an annual basis. No accounting shall be due for any period in which there is no payment to the Net Profit Participant. When an accounting is provided, it shall be rendered with a statement of any sums due and any sums due shall be rendered within ninety (90) days of the applicable accounting period. All statements furnished by Jenkins hereunder shall be deemed correct, conclusive, and incontestable twelve (12) months after the date issued.

“**Net Profit Participant**” shall be defined as: the crypto wallet(s) that, **at the time a payment due hereunder is rendered**, hold(s) the commercial rights in connection with the Book of the licensed BAYC/MAYC NFT.

Accordingly, the possible holder(s) of the commercial rights in connection with the book of the licensed BAYC/MAYC NFT are:

- a. the crypto wallet holding the licensed BAYC/MAYC NFT at the time a payment due hereunder is rendered ***even if the BAYC/MAYC NFT has changed hands after this License is entered; or***
- b. the crypto wallet holding the Jenkins The Valet Writer’s Room NFT at the time a payment due hereunder is rendered that, was empowered to sublicense the commercial rights in connection with the Book of the BAYC/MAYC NFT licensed hereunder through: (i) a separate agreement with the owner of the BAYC/MAYC NFT, (ii) entered *before* this License, (iii) which granted Licensor the commercial rights in connection with the Book of the licensed BAYC/MAYC NFT in perpetuity, ***even if the Jenkins The Valet Writer’s Room NFT has changed hands after this License is entered; or***
- c. a combination of (a) and (b) in the percentages specifies below:

<i>Ref.</i>	<i>Net Profit Participant</i>	<i>Crypto Wallet</i>	<i>Percentage of <u>share</u> of Net Profits</i>
a.	BAYC/MAYC NFT OWNER <i>Changes with BAYC/MAYC NFT ownership.</i>	[The crypto wallet associated with the BAYC/MAYC NFT token ID identified above at the time a payment due hereunder is rendered.]	
b.	HOLDER OF COMMERCIAL RIGHTS BY MEANS OF AGREEMENT <i>Changes with Jenkins The Valet Writer’s Room NFT ownership</i>	[The crypto wallet associated with the Jenkins The Valet Writer’s Room NFT token ID identified above at the time a payment due hereunder is rendered.]	

IMPORTANT: Net Profit Participant(s) is/are the holder(s) of the BAYC/MAYC NFT and/or Jenkins The Valet Writer’s Room NFT at the time a payment due hereunder is rendered. A prior owner who has parted ways with its NFT(s) is no longer a Net Profit Participant.

- 5. Special Provisions if Licensor is Not BAYC/MAYC NFT Owner.** In the event Licensor holds the commercial rights of the licensed BAYC/MAYC NFT in connection with the Book, but is not the owner of the BAYC/MAYC NFT, the following special provisions apply:
- a. Licensor hereby irrevocably requests and irrevocably authorizes Jenkins to pay the percentage of the share of Net Profits specified above that become payable under this License in perpetuity to the crypto wallet associated with the BAYC/MAYC NFT token ID identified above (“Payee”).
 - b. This authorization is irrevocable and is coupled with an interest and cannot be revoked except solely by: (i) statute or applicable law; or (ii) a final, non-appealable judgment entered by a court of competent jurisdiction, provided that such judgment specifically orders the revocation of the authorization set forth herein, and further provided that such judgment is confirmed by a written legal opinion issued by such court and such legal opinion is delivered by Licensor to Jenkins. Notwithstanding the foregoing, if Licensor revokes this authorization pursuant to the foregoing clause, Jenkins will have no liability by reason of any erroneous payment to the Payee after the delivery of such

written legal opinion to Jenkins or Jenkins' failure to otherwise comply with the written legal opinion, and Licensor hereby agrees to indemnify and hold Jenkins harmless against any claims asserted against Jenkins and any damages, losses or expenses Jenkins incurs by reason of any such payment or otherwise in connection therewith.

- c. Jenkins' compliance with this authorization will constitute an accommodation to Licensor alone; the Payee is not a beneficiary of it. All payments to the Payee under this authorization will constitute payment to Licensor and Jenkins will have no liability by reason of any erroneous payment or failure to comply with this authorization. Licensor will indemnify and hold Jenkins harmless against any claims asserted against Jenkins and any damages, losses or expenses Jenkins incurs by reason of any such payment or otherwise in connection herewith.
- 6. Publicity.** Any publicity, paid advertisements, press notices or other information with respect to the Book will be under the sole control of Jenkins. Licensor hereby grants to Jenkins the right to issue and authorize publicity, paid advertisements, press notices and other information concerning Licensor and the Ape/ Mutant.
 - 7. Moral Rights.** Licensor hereby waives all rights of droit moral or "moral right of authors" or any similar rights or principles of law which they may now or later have in the rights herein granted Jenkins and any appearance in the Book.
 - 8. Credits.** Except as set out in 3(b) above, Licensor shall have no right to any attribution in connection with the Ape/ Mutant, and any credit Licensor is extended (including, but not limited to, location, size, predominance, and font), is in the sole and exclusive discretion of Jenkins.
 - 9. Artistic Control.** The parties acknowledge artistic decisions related to the Book shall be made by Jenkins.
 - 10. Representations and Warranties.**
 - a. Licensor hereby warrants and represents that it will not violate any law, regulation or contractual obligation by entering into this License, and that it is free to enter into this License, is not subject to any obligation or disability and has not made or will not make any grant or assignment which can, will or reasonably might prevent or materially interfere with the full performance of the obligations hereunder.
 - b. Licensor warrants and represents that the rights granted under this License are 100% owned or controlled by Licensor.
 - c. Licensor warrants and represents that the percentage share of Net Profits listed in section 4(c), if any, is correct.
 - d. Licensor warrants and represents any crypto wallet it has specified exists on the Ethereum blockchain and it has verified the address of any crypto wallet it has specified.
 - e. Jenkins shall not be liable for any misidentification of any crypto wallet specified by Licensor hereunder.
 - f. Jenkins has not made, and does not hereby make, any representation or warranty of any kind or nature with respect to the proceeds that will or may be derived by Jenkins, Licensor, or any Net Profit Participant pursuant to this License, it being acknowledged by

the parties that the extent and the amount of proceeds that may be derived therefrom, is speculative. The judgment of Jenkins with regard to any matters affecting the sale or distribution of Books hereunder shall be binding and conclusive upon Licensor and any Net Profit Participant. Neither Licensor nor any Net Profit Participant shall make any claim (of any kind, whether in contract, tort or otherwise), nor shall any liability be imposed upon Jenkins based upon any claim that more proceeds could or should have been made.

11. Indemnification. Licensor hereby agree to indemnify, defend and hold Jenkins and all of its officers, directors, managers, members, employees, agents, information providers, affiliates, partners, and licensors harmless from and against any and all liability, claims, damages, losses, costs, and expenses, including attorneys' fees, arising from, related to, or in connection with (a) Licensor's violation of any provision of this License; (b) arising from, related to, or connected with Licensor's violation of the rights of Jenkins or any other person or entity; (c) the percentage share of Net Profits listed in section 4(c), if any; or (d) the erroneous identification of any crypto wallet specified.

12. Additional Provisions.

- a. **Voluntary Agreement:** Licensor represents and warrants that it has entered into this License freely and voluntarily without any duress, coercion or undue influence.
- b. **Paragraph Headings:** Paragraph headings contained in this License are for convenience and shall not be considered for any purpose in construing this License.
- c. **Ambiguities:** This License shall be deemed to have been drafted by all the parties hereto, since all parties had the opportunity to review and agree thereto and no ambiguity shall be resolved against any party.
- d. **Relationship of the Parties:** The parties hereto are entering into this License as independent contractors, and no partnership or joint venture or other association shall be deemed created by this License.
- e. **Electronic Signatures:** Any agreements made by and between Licensor and Jenkins in electronic form is as legally binding as if made in physical written form.
- f. **Modifications in Writing:** This License and the terms hereof may not be modified by an oral statement. Any modification hereto shall be in a signed writing.
- g. **Assignability:** Any rights or licenses granted hereunder may be assigned or delegated by Jenkins without restriction, and upon such assignment Jenkins shall be relieved of its obligations hereunder. The provisions hereof shall be binding upon Licensor, Net Profit Participant(s), subsequent owners of the BAYC/MAYC NFT, subsequent owners of the Jenkins The Valet Writer's Room NFT, subsequent Net Profit Participants, and each of their, executors, administrators, successors, and assigns.
- h. **Injunctive Relief:** The rights herein granted to Jenkins are of a unique character of such value that their loss could not adequately be compensated in damages in an action at law, and a breach by Licensor of any material provision hereunder will cause irreparable injury. Licensor, therefore, expressly agrees that Jenkins shall be entitled to seek equitable relief by way of a temporary restraining order, specific performance,

preliminary or permanent injunction or otherwise to prevent the breach of this License and to secure its enforcement. The sole right of Licensor as to any breach or alleged breach by Jenkins shall be the recovery of money damages, and Licensor waives any action in equity to interfere with the rights licensed herein. Additionally, the rights granted by Licensor shall not terminate by reason of such breach or alleged breach.

13. Entire Agreement.

- a. This License cancels and supersedes all prior negotiations and understandings between Jenkins, and Licensor relating hereto. No officer, employee or representative of Jenkins has any authority or make any representation or promise not contained in this License and Licensor expressly represents and warrants that Licensor has not executed this License in reliance on any such representation or promise.
- b. Should any provision of this License be invalidated for any reason, such invalidation shall have no effect on the remainder of the License and the License shall remain in full force and effect.