

THIS LICENSE GRANTS THE HOLDER OF A JENKINS THE VALET WRITER'S ROOM NFT THE COMMERCIAL RIGHTS TO USE A BAYC OR MAYC NFT IN THE BOOK AND DIRECT DERIVATIVE WORKS

This Book Commercial Rights License (“**License**”) is entered into between the holder of the Bored Ape/ Mutant Ape NFT identified below, its successors and assigns (the “**Ape Owner**”) and the holder of the Jenkins The Valet Writer’s Room NFT identified below, its sublicensees, successors, and assigns (the “**Writer’s Room Participant**” or “**Writer’s Room Participant NFT**”) in connection with the use by Writer’s Room Participant of the commercial rights in and to the Bored Ape/ Mutant Ape NFT in and in connection with a literary work and the derivatives thereof presently controlled by Tally Labs Inc, a Delaware corporation doing business as “Jenkins The Valet” (“**Tally Labs**” or “**Jenkins**”) (the “**Book**”). The Ape Owner may not license the same Bored Ape/ Mutant Ape NFT to another Writer’s Room Participant for the Book, otherwise, the owner of the Bored Ape/ Mutant Ape NFT is free to use the Ape/ Mutant outside of the Book as they see fit.

The parties hereby agree as follows:

1. Identification of the Parties

- a. **Bored Ape.** This License licenses all of the **rights specified herein** in and to the following BAYC/MAYC NFT (the “**Ape/ Mutant**”) currently owned by Ape Owner:

<i>BAYC/MAYC NFT token ID:</i>

- b. **Writer’s Room Participant.** This License grants all of the **rights specified herein** in and to the Ape/ Mutant to the Writer’s Room Participant NFT currently held in the “crypto wallet” on the Ethereum blockchain with the following address:

<i>Address of the crypto wallet currently holding the Jenkins The Valet Writer’s Room NFT:</i>

2. **Ownership.** Ape Owner acknowledges and agrees that Ape Owner owns all intellectual property rights in and to the Ape/ Mutant **granted herein**. Ape Owner retains all rights, title and interest in the Ape/ Mutant not specifically contained in this License. Writer’s Room Participant shall not acquire any interest, nor make any claim to Ape Owner’s rights in the Ape/ Mutant, except as licensed hereunder.

3. **License.**

- a. **Restrictions on Sublicensing.** Writer’s Room Participant may only license the rights hereunder to Jenkins. For the avoidance of doubt, this restriction shall not apply to Jenkins who may subsequently assign or delegate any rights or licenses granted to it without restriction.
 - b. **Non-Exclusive.** Ape Owner hereby grants to Writer’s Room Participant, Writer’s Room Participant’s sublicensees (which shall only be 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 Writer’s Room Participant (or Writer’s Room Participant’s sublicensees [which shall only be Jenkins], successors, and assigns) 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. Without limiting the generality of the foregoing, Writer’s Room Participant will use reasonable efforts to honor the existing name and backstory of the Ape/ Mutant.
 - c. **Exclusive.** Ape Owner hereby grants to Writer’s Room Participant, Writer’s Room Participant’s sublicensees (which shall only be Jenkins), successors, and assigns, perpetually and irrevocably, the *exclusive* right to sublicense any and all of the rights specified above to Jenkins.
 - d. Ape Owner hereby agrees to execute and deliver to Writer’s Room Participant (or its designee) such instruments and other documents to carry out the purposes of this License.
4. **Compensation.** In exchange for the License granted hereunder, Writer’s Room Participant shall direct Jenkins to pay the following percentage of Writer’s Room Participant’s compensation to the crypto wallet that, **at the time a payment is rendered**, holds the licensed BAYC/MAYC NFT:

<i>Crypto Wallet of..</i>	<i>Percentage of share of Writer’s Room Participant’s compensation</i>
BAYC/MAYC NFT OWNER <i>Changes with BAYC/MAYC NFT ownership.</i>	
Writer’s Room Participant <i>Changes with Writer’s Room Participant NFT ownership after being paired with BAYC/MAYC NFT.</i>	

IMPORTANT: Jenkins will be directed to pay the share of Writer's Room Participant's compensation to the holder of the BAYC/MAYC NFT at the time a payment is rendered. A prior owner who has parted ways with its NFT will no longer receive a share of Writer's Room Participant's compensation. To receive payment the crypto wallet holding the BAYC/MAYC NFT must exist on the Ethereum blockchain.

5. Jenkins' compliance with this direction will constitute an accommodation to Writer's Room Participant alone; the Ape Owner is not a beneficiary of it. All payments to the Ape Owner under the direction will constitute payment to Writer's Room Participant and Jenkins will have no liability by reason of any erroneous payment or failure to comply with the direction. Writer's Room Participant 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. Both Writer's Room Participant and Ape Owner agree to hold Jenkins harmless should any dispute arise between us.
6. **Publicity.** Any publicity, paid advertisements, press notices or other information with respect to the Book will be under the sole control of Jenkins. Ape Owner hereby grants to Writer's Room Participant the right to license to Jenkins the right to issue and authorize publicity, paid advertisements, press notices and other information concerning Ape Owner and the Ape/Mutant.
7. **Moral Rights.** Ape Owner 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 to Writer's Room Participant and sublicensed to Jenkins and any appearance in the Book.
8. **Artistic Decisions.** The parties acknowledge artistic decisions related to the Book shall be made by Jenkins.
9. **Representations and Warranties.**
 - a. Ape Owner 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. Ape Owner warrants and represents that the rights granted under this License are 100% owned or controlled by Ape Owner.
 - c. Ape Owner 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.

- d. The parties acknowledge Jenkins shall not be liable for any misidentification of any crypto wallet specified by Licensor hereunder.
- e. The parties acknowledge 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, Ape Owner, or Writer's Room 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 parties judgment of Jenkins with regard to any matters affecting the sale or distribution of Books hereunder shall be binding and conclusive upon Ape Owner and Writer's Room Participant. Neither Ape Owner nor Writer's Room 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.

10. Indemnification. Ape Owner 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) Ape Owner's violation of any provision of this License; (b) arising from, related to, or connected with Ape Owner's violation of the rights of Jenkins or any other person or entity; (c) the percentage share of Writer's Room Participant's compensation listed in section 4, if any; or (d) the erroneous identification of any crypto wallet specified.

11. Additional Provisions.

- f. **Voluntary Agreement:** Ape Owner represents and warrants that it has entered into this License freely and voluntarily without any duress, coercion or undue influence.
- g. **Paragraph Headings:** Paragraph headings contained in this License are for convenience and shall not be considered for any purpose in construing this License.
- h. **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.
- i. **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.
- j. **Electronic Signatures:** Any agreements made by and between Ape Owner and Writer's Room Participant in electronic form is as legally binding as if made in physical written form.
- k. **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.
- l. **Assignability:** Any rights or licenses granted hereunder may be assigned or delegated to Jenkins without restriction. The provisions hereof shall be binding upon Ape Owner, Writer's Room Participant, subsequent owners of the BAYC/MAYC NFT, subsequent

owners of the Jenkins The Valet Writer's Room NFT, and each of their, executors, administrators, successors, and assigns.

- m. **Injunctive Relief:** The rights herein granted 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 Ape Owner of any material provision hereunder will cause irreparable injury. Ape Owner, 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 Ape Owner as to any breach or alleged breach shall be the recovery of money damages, and Ape Owner waives any action in equity to interfere with the rights licensed herein. Additionally, the rights granted by Ape Owner shall not terminate by reason of such breach or alleged breach. Both Parties acknowledge that once the Ape/ Mutant is incorporated into media, including without limitation by Jenkins, that inclusion is permanent and our sole remedies will be remedies at law.

12. Entire Agreement.

- a. This License cancels and supersedes all prior negotiations and understandings between Ape Owner, and Writer's Room Participant relating hereto.
- 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.