

# LICENCE TO USE - Digital Content License Agreement

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Granted to: Numbers Protocol

By Licensor:

Kate Peters (Photographer / Creator)

Address: 210 Vicarage Road

London E10 7HJ

Date: From date of licence for 1 year.

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*Description of photograph/s covered by the licence: **Swarm Cob Eyes**: Photograph of Caucasian child holding swarm comb in front of eyes bathed in golden light.*

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## Terms of the Licence:

### Grant of License:

**Licensor grants Licensee a non-exclusive, non-transferable, and irrevocable license subject to the following conditions:**

- a. Licensed Content: Photographic image : **Swarm Comb Eyes**
- b. Licensed Purposes: Display on online media platforms only, with mandatory source attribution and no modifications.
- c. Prohibited Uses:
  - No modification or adaptation
  - No commercial use (other than the terms specified)
  - No redistribution or sublicensing
  - No use in misleading or fraudulent contexts
  - No use in connection with hate speech, discrimination, or illegal activities
  - No use that implies endorsement by the Licensor.
  - No AI training.

### Media Use:

Website & Social media for Capture / Creative Origins.

### Territory:

Worldwide

### Time Period:

**One year**

**Right to a credit** (under §77/78 of the Copyright, Designs & Patents Act 1988, I assert my moral right to be identified as the Author of the Photographs). **Copyright: Kate Peters**

## INDEMNIFICATION AND LIABILITY

**Indemnification:** Licensee shall indemnify, defend, and hold harmless the Licensor, Platform Provider, and their respective officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

- a. Licensee's use of the Asset
- b. Licensee's violation of this Agreement
- c. Infringement of third-party rights
- d. Any misrepresentation made by Licensee

## TERM AND TERMINATION

1. **Term:** This Agreement is effective from the Effective Date until terminated.
2. **Termination Rights:** Immediate termination rights exist for:

- a. Material breach of Agreement
- b. Intellectual property infringement
- c. Violation of Platform policies
- d. Legal or regulatory requirements

e. Security concerns

**3. Effect of Termination:** Upon termination:

- a. All rights revert to Licensor
- b. Licensee must cease all Asset use
- c. Licensee must remove all copies of Asset
- d. No refunds will be provided
- e. Survival clause applies.

## GENERAL PROVISIONS

1. Force Majeure: No party shall be liable for failures caused by:

- a. Natural disasters
- b. War or terrorism
- c. Government actions
- d. Cyber attacks
- e. Network or platform outages
- f. Other circumstances beyond reasonable control

Force majeure events lasting more than 60 days give right to terminate.

2. Notice Requirements: All notices shall be in writing and sent via:

- a. Email (with confirmation)
- b. Platform messaging system
- c. Blockchain transaction message (where applicable)

- 3. Governing Law: This Agreement shall be governed by the laws of the United States, excluding conflict of law principles.
- 4. Severability: If any provision is found invalid, remaining provisions stay in effect.
- 5. Entire Agreement: This Agreement constitutes the entire understanding between parties.
- 6. Amendments: Modifications require written agreement of all parties.
- 7. Assignment: This Agreement may not be assigned without prior written consent.
- 8. Counterparts: This Agreement may be executed in counterparts, including electronic signatures.

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Under Clause 9 of the AOP Terms & Conditions (2016-2019), no use may be made of the Photographs until the invoice has been paid in full.

Signed / Print name: Katie Peters

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.