

Digital Content License Agreement

This Digital Content License Agreement ("Agreement") is made and entered into as of the date of transfer of the License NFT ("Effective Date") by and between:

1. The holder of the License NFT at the time of transfer ("Licensee")
2. The holder of the Copyright NFT at the time of transfer ("Licensor")
3. Mom I See War Foundation, a [LEGAL ENTITY TYPE] organized under the laws of [JURISDICTION] ("Foundation")
4. Numbers Co., Ltd., a corporation organized under the laws of Taiwan ("Platform Provider")

A. RECITALS

WHEREAS, Licensor authorizes the display of the digital content files on the decentralized news and media verification platform operated by the Platform Provider in collaboration with the Foundation ("Platform");

WHEREAS, Licensor agrees to grant Licensee a license to utilize certain digital content files displayed on the Platform;

WHEREAS, the Foundation serves as a facilitator and curator of content on the Platform;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

B. DEFINITIONS

1. "Asset" means the digital content file associated with the License NFT.
2. "NFT" means a non-fungible token deployed on the blockchain specified by the Platform.
3. "Platform" means the decentralized news and media verification platform operated by Platform Provider in collaboration with the Foundation.
4. "Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights.

C. LICENSE SCOPE

1. **Grant of License:** Licensor grants Licensee a non-exclusive, non-transferable, and irrevocable license subject to the following conditions:
 - a. Licensed Content: The Asset associated with the License NFT.
 - b. Licensed Purposes: Personal display on online media platforms only, with mandatory source attribution and no modifications.
 - c. Prohibited Uses:
 - No commercial use
 - No modification or adaptation
 - 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 Foundation or Platform Provider
- d. Licensed Term: Five years from the Effective Date.
- e. License Fee: The price of the License NFT at time of transfer.

2. Attribution Requirements:

- a. Licensee must maintain all copyright notices and attributions
- b. Attribution must include creator name, date, and Platform reference
- c. Attribution must be clearly visible and legible

D. INTELLECTUAL PROPERTY RIGHTS AND WARRANTIES

1. Rights and Guarantees:

- a. Licensors warrants ownership of necessary rights to grant this license
- b. Licensors warrants Asset does not infringe third-party rights
- c. Foundation and Platform Provider make no warranties about Asset authenticity

2. Derivative Works: All derivative works are prohibited without separate written agreement.

E. PLATFORM OPERATIONS AND CONTENT MODERATION

1. Content Removal Rights: The Foundation and Platform Provider reserve the right to remove or disable access to any Asset that:

- a. Violates this Agreement
- b. Infringes intellectual property rights
- c. Violates applicable laws
- d. Poses security risks
- e. Violates Platform content policies

2. Content Verification:

- a. Neither the Foundation nor Platform Provider warrant the accuracy, authenticity, or reliability of any Asset
- b. Licensee acknowledges content verification limitations
- c. Foundation and Platform Provider maintain sole discretion over verification processes

F. BLOCKCHAIN AND NFT PROVISIONS

1. Technical Risks: Licensee acknowledges and accepts:

- a. Smart contract risks
- b. Blockchain network risks
- c. Wallet security risks
- d. Technical failure risks

2. **NFT Transfer:**

- a. License rights transfer with NFT ownership
- b. Technical transfer mechanics governed by smart contract
- c. Foundation and Platform Provider not responsible for transfer issues

G. INDEMNIFICATION AND LIABILITY

1. **Indemnification:** Licensee shall indemnify, defend, and hold harmless the Foundation, 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

2. **Limitation of Liability:**

- a. FOUNDATION AND PLATFORM PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED LICENSE FEE PAID
- b. NO LIABILITY FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES
- c. ALL CONTENT PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND

H. COMPLIANCE AND REGULATORY MATTERS

1. **Data Protection:** All parties shall comply with applicable data protection laws including but not limited to GDPR and CCPA.
2. **Export Control:** Licensee shall comply with all applicable export control regulations.
3. **Anti-Money Laundering:** All parties shall comply with applicable AML regulations and KYC requirements.

I. 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 to Sections G, H, J, and K

J. DISPUTE RESOLUTION

1. **Mediation First:** a. Prior to commencing arbitration, parties shall attempt to resolve any dispute through mediation:
 - Mediator to be jointly selected from a recognized international mediation provider (such as JAMS, ICC, or similar)
 - Venue to be conducted virtually where possible to minimize costs and maximize accessibility
 - Mediation to commence within 30 days of dispute notification
 - Costs shared equally unless parties agree otherwise
 - Maximum duration of 60 days unless extended by mutual agreement
2. **Arbitration:** If mediation fails, disputes shall be resolved by binding arbitration:
 - a. Selection of Forum and Rules:
 - Parties shall within 14 days mutually select an arbitration provider from: JAMS International, ICC, AAA International, or similar recognized provider
 - If parties cannot agree, each party shall nominate two providers and randomly select from these nominations
 - Virtual hearings shall be preferred unless both parties agree to in-person proceedings
 - Selected provider's streamlined or expedited rules shall apply to minimize cost and time
 - b. Venue Selection:
 - Parties shall select a venue considering:
 - Mutual convenience and accessibility
 - Cost effectiveness
 - Availability of virtual proceedings
 - Neutral jurisdiction
 - If parties cannot agree, venue shall be determined by the selected arbitration provider based on these factors
 - c. Proceeding Structure:
 - Single arbitrator unless parties agree otherwise
 - English language
 - Documentary evidence preferred
 - Virtual hearings where possible
 - Streamlined procedures to minimize costs
 - Maximum duration of 180 days from arbitrator appointment
 - Summary disposition encouraged where appropriate
 - d. Cost Management:

- Parties shall equally share administrative costs
- Each party bears own legal costs unless arbitrator finds exceptional circumstances
- Cost-effective technology solutions to be utilized
- Parties to cooperate in minimizing unnecessary expenses

K. 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.

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