

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 the holder of the License NFT at the time of transfer (“Licensee”), the holder of the Copyright NFT at the time of transfer (“Licensor”), and Numbers Co., Ltd., a corporation organized under the laws of Taiwan (“Company”).

A. RECITALS

WHEREAS, Licensor authorizes the display of the digital content files on the decentralized news and media verification platform established by the Company (“Platform”);

WHEREAS, Licensor agrees to grant Licensee a license to utilize certain digital content files displayed 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. LICENSE SCOPE

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

1. Licensed content: The digital content file associated with the License NFT (“Asset”).
2. Licensed purposes: To exhibit the Asset on the website or social media owned and controlled by the Licensee. No offline use is allowed.
3. Licensed term: From the Effective Date to five years after the Effective Date.
4. Upon expiration of the licensed term, the Licensee shall immediately cease utilizing the Asset.
5. License fee: The price of the License NFT at the time of transfer.
6. Type of license:
 - a. The license can only be used once.
 - b. Licensee shall identify the creator(s) of the Asset and any

others designated to receive attribution in any reasonable manner requested by the Licensor (including by pseudonym if designated), retain a copyright notice, and indicate if Licensee modified Asset.

- c. Licensor grants Licensee the right to distribute Asset within the licensed purpose.
- d. Licensor grants Licensee the right to publicly transmit Asset within the licensed purpose.
- e. Licensor grants Licensee the right to adapt Asset within the licensed purpose. The adapted works shall not harm the reputation of Licensor or the creator(s) of Asset.

C. INTELLECTUAL PROPERTY RIGHTS

1. **Rights and Guarantees:** Licensor guarantees that they have the intellectual property rights to authorize the use of the Asset and guarantees that this Asset does not illegally infringe any rights of others. In the event of any third-party claims or investigations initiated by competent authorities regarding the use of the Asset, Licensor shall be solely responsible for handling such matters and shall indemnify and compensate the Company or the Licensee for any damages incurred.

D. TERM AND TERMINATION

1. **Effectiveness:** This Agreement becomes effective from the Effective Date.
2. **Termination:** Each party may terminate this Agreement by written notice if the other party breaches any of the terms or conditions.

E. GENERAL PROVISIONS

1. This Agreement is not assignable or transferable by any party without the prior written consent of the other parties.
2. None of the parties will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
3. All notices and other communications under this Agreement shall be in writing and shall be sent by email to all parties at the email addresses registered on the Platform.

4. This Agreement shall be governed and construed in all respects in accordance with the laws of Taiwan (R.O.C). Applicable rules and regulations and any dispute arising from this Agreement shall be subject to the non-exclusive jurisdiction of the Taiwan Taipei District Court.
5. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart delivered via electronic signature, digital signature, or email by any party shall be deemed for all purposes as being good and valid execution and delivery of this Agreement by that party.