

METAHERO LICENSE AGREEMENT

This MetaHero License Agreement (this “**Agreement**”) is a legally binding agreement by and between Pixel Vault, Inc., a Delaware corporation (“**Pixel Vault**” or “**us**”) and any owner of any MetaHero (defined below) (“**you**” or “**Purchaser**”). Pixel Vault and each Purchaser may be referred to throughout this Agreement collectively as the “**Parties**” or individually as a “**Party**”. By purchasing or otherwise owning a MetaHero, you acknowledge that you have carefully read and agree to the terms of this Agreement.

WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND PIXEL VAULT THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTIONS 14 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 14 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 13 (GOVERNING LAW) WILL APPLY INSTEAD.

1. Agreement to Terms; Defined Terms. “**MetaHero**” refers to an ERC-721 standard non-fungible token (“**NFT**”) (i.e., a controllable electronic record recorded on a blockchain) that, as of its genesis issuance, contains images of Generative Art or Core Art, as applicable. For the avoidance of doubt, and without limiting the foregoing, “**MetaHero**” shall include the NFTs located at the following Ethereum smart contract addresses: 0xfb10b1717c92e9cc2d634080c3c337808408d9e1 and 0x6dc6001535e15b9def7b0f6a20a2111dfa9454e2. “**Generative Art**” means the image of the specific “hero” contained within particular NFT, which images consists of elements of Core Art compiled by the underlying MetaHero smart contract as the result of the redemption of the underlying “MintPass” that you purchase. “**Core Art**” means those images of the 146 “core heroes” (including, for the avoidance of doubt, the NFTs located at 0xfb10b1717c92e9cc2d634080c3c337808408d9e1) and the underlying creative elements (aka “traits” or “properties”) that form them, such as the various visual options (e.g., “Human”, “Chrome”, “Leopard”, “Snake”) under each category (e.g., “Accessory”, “Back”, “Base”). The “**MetaHeroes Art**” means the Core Art and Generative Art. For avoidance of doubt, the MetaHeroes Art is digital in nature and does not include, is not linked to, and is not sold together with, any items or representations that have physical dimensions such as mass or volume.

(a) Additional Terms: MetaHeroes may be available for purchase on one or more third-party platforms, such as OpenSea, Rarible or other marketplaces that may be established from time to time (each, a “**NFT Marketplace**”), which we do not operate. The access and use of the NFT Marketplace are subject to the separate terms of the NFT Marketplace.

2. Ownership of MetaHero.

(a) When Purchaser acquires a MetaHero, Purchaser owns all personal property rights to that MetaHero (e.g., the right to freely sell, transfer, or otherwise dispose of that MetaHero). Such rights, however, do not include the ownership of the intellectual property rights in the MetaHeroes Art. Such rights are licensed pursuant to Section 3 below.

(b) Purchaser represents and warrants that it will not transfer a MetaHero in any subsequent transaction to a Transferee that is (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; or is (ii) listed on any U.S. Government list of prohibited or restricted parties (“**Prohibited Transferees**”).

3. License.

(a) Non-Commercial License. Subject to your compliance with this Agreement, Pixel Vault hereby grants to you, for so long as you own a MetaHero (as recorded on the relevant blockchain), a non-exclusive, worldwide, royalty-free, revocable license, with no right to sublicense, to use, copy, display the MetaHeroes Art linked to your purchased MetaHero for the following purposes: (i) for your own personal, non-commercial use (e.g., home display, display in a virtual gallery, or as a social media avatar), including to create a reasonable number of back-up copies and a physical print out, each to be retained only for so long as you own the associated MetaHero; and (ii) to sell or otherwise transfer the associated MetaHero consistent with the ownership of it (e.g., posting a sales listing on an NFT marketplace).

(b) License to Core Art as embodied in the Generative Art. Subject to your compliance with this Agreement, Pixel Vault hereby grants to you, for so long as you own a MetaHero (as recorded on the relevant blockchain) that, as of its genesis issuance, is linked to an image of Generative Art, a non-exclusive, royalty-free, revocable license, with no right to sublicense, to use, copy, and display the Core Art as embodied in the Generative Art linked with your purchased MetaHero solely as needed to exercise your license to the Generative Art pursuant to Section 3(d) below.

(c) Merchandise License to Core Art. Subject to your compliance with this Agreement, Pixel Vault hereby grants you, for so long as you own a MetaHero that, as of its genesis issuance, is linked to an image of Core Art (as recorded on the relevant blockchain), a royalty-free, worldwide, revocable license, without the right to sublicense, to use, copy, distribute, and display the Core Art linked to your purchased MetaHero for the purpose of creating and selling physical merchandise featuring the Core Art (such merchandise, “**Merchandise**” and such right “**Merchandise Rights**”). You may exercise your Merchandise Rights through contract manufacturers. Merchandise Rights includes only the right to use the Core Art to manufacture and sell physical Merchandise (e.g., prints, clothing, housewares, and hardgoods) displaying copies of the Core Art in unmodified form, and without the use of any of your own or third-party content. Without limitation to Section 10, upon any termination or revocation of your license to Core Art in this Section 3(c), your Merchandise Rights will terminate, and you must cease all further use of the Core Art pursuant to this Section 3(c). You may continue to sell any Merchandise already manufactured for a reasonable period after termination of your license (not to exceed 2 months) (the “**Sell Off Period**”). The terms of this Agreement shall continue in effect during the Sell Off Period. At the end of the Sell Off Period, you shall cease all marketing and sale of the Merchandise and shall promptly destroy any remaining stock of Merchandise in your possession or control.

(d) Commercial License to Generative Art. In addition, subject to your compliance with this Agreement, Pixel Vault hereby grants to you, for so long as you own a MetaHero that, as of its genesis issuance, is linked to an image of Generative Art (as recorded on the relevant blockchain), a royalty-free, worldwide, revocable license, with the right to sublicense, to use, copy, distribute, and display the Generative Art linked to your purchased MetaHero for Commercial Purposes. “**Commercial Purposes**” means the creating, selling, and marketing of: (i) physical goods (e.g., apparel) or (ii) tangible or intangible media (e.g., comic books, e-books, video games, film and television productions), each that feature the Generative Art. These rights do not include the right to create derivative works of the Generative Art except to the extent reasonably necessary to depict the MetaHero character in or on the goods or media created pursuant to the exercise of this license (e.g., showing the MetaHero’s full body or back). The license in this Section 3(d) is exclusive, except as to Pixel Vault and its sublicensees, who may also freely exploit the Generative Art in any manner or medium whatsoever now and in the future. Without limitation to Section 10, upon any termination of your license to the Generative Art in this Section 3(d), you shall cease all marketing, distribution, or sale of goods and media that feature the Generative Art and shall cease all further use of the Generative Art for Commercial Purposes.

(e) Transfer. The licenses in Section 3 are non-transferrable, except that they will automatically transfer in connection with a permitted transfer of the MetaHero.

4. **Reservation of Rights.**

(a) General. All rights in and to the MetaHeroes Art not expressly provided for in this Agreement are hereby reserved by Pixel Vault. The MetaHeroes Art is licensed, not sold. Pixel Vault owns and will retain all title, interest, ownership rights and intellectual property rights in and to the MetaHeroes Art. Without limitation, Purchaser shall not, nor permit any third party to do or attempt to, do any of the following without express prior written consent from Pixel Vault: (i) modify the MetaHeroes Art except as expressly permitted herein; (ii) use the MetaHeroes Art as a brand or trademark or to advertise, market, or sell any product or service except to advertise, market or sell any Merchandise or works created from the exercise of your licenses to Generative Art in Section 3(d); (iii) use the MetaHeroes Art in connection with media or merchandise that promotes hate speech, illegal activities, vulgarity (e.g., pornography), offensive behavior, violence, cruelty or political statements; (iv) attempt to register any trademark, copyright, or otherwise acquire additional intellectual property rights in or to the MetaHeroes Art; (v) represent or imply that your exercise of the licenses in Sections 3(c) or 3(d) is endorsed by or affiliated with Pixel Vault or any other party associated with MetaHeroes; or (vi) make defamatory or dishonest statements about Pixel Vault or the MetaHeroes or otherwise damage the goodwill, value or reputation of Pixel Vault or the MetaHeroes.

(b) Limitations. Without limitation of Section 4(a) above, the Merchandise Rights in Section 3(c) do not include: (i) the right to use the Core Art in media; (ii) the right to use the Core Art to create additional non-fungible tokens or other digital items; or (iii) the right to use the Core Art as a trademark or brand or for any other fundraising, advertising, marketing, or similar purposes (other than to advertise Merchandise that has been made in accordance with Section 3(c)). Without limitation of Section 4(a) above, the license in Section 3(d) does not include: (1) the right to use the Generative Art to create additional non-fungible tokens or other digital assets accounted for on a distributed ledger; (2) the right to create derivative works of the Generative Art comprising new characters or replicas of the Generative Art featured in MetaHeroes that you do not own; or (3) the right to use the Generative Art as a trademark or brand or for any other fundraising, advertising, marketing, or similar purposes (other than to advertise or market the works that have been made in accordance with Section 3(d)).

(c) No Rights to Trademarks. For avoidance of doubt, the licenses in Section 3 do not include the right to, and you may not, use any Pixel Vault trademarks (e.g. METAHEROES, PIXEL VAULT or the names of any MetaHeroes) in connection with your exercise of the licenses in Section 3(c) or 3(d). No trademark or other rights based on designation of source or origin are licensed to you. You may not use or attempt to register any asset, including any

domain names, social media accounts or related addresses, that contains or incorporates any artwork, other representation, name or mark that may be confusingly similar to such trademarks.

(d) **Enforcement.** Pixel Vault reserves the exclusive right to: (i) register and otherwise protect all intellectual property and other rights in the MetaHeroes Art and in any Pixel Vault trademarks and (ii) enforce the intellectual property rights in the MetaHeroes Art and in any Pixel Vault trademarks.

(e) **Right to Interpret and Clarify.** Pixel Vault and Purchaser recognize that the grant of rights reflected in Section 3 and corresponding reservation of rights in Section 4 is novel, and unforeseen circumstances may require clarification. As such, Pixel Vault reserves the right to interpret and clarify the terms of this Agreement in relation to such circumstances in its sole and exclusive discretion.

5. Transfers. All subsequent transactions of the MetaHeroes are subject to the following terms: (a) the MetaHero transferee (the “**Transferee**”) shall, by purchasing, accepting, accessing or otherwise using the MetaHero or MetaHeroes Art, be deemed to accept all of the terms of this Agreement as a “Purchaser” hereof; and (b) the MetaHero transferor (the “**Transferor**”) shall provide notice to the Transferee of this Agreement, including a link or other method by which the terms of this Agreement can be accessible by the Transferee. Purchaser further acknowledges and agrees that all subsequent transactions of the MetaHero will be effected on the blockchain network governing the MetaHero, and Purchaser will be required to make or receive payments exclusively through its cryptocurrency wallet.

6. Pixel Vault’s Rights and Obligations to the MetaHeroes Art and MetaHeroes. The Parties acknowledge and agree that Pixel Vault is not responsible for repairing, supporting, replacing, or maintaining the website hosting the MetaHeroes Art, nor does Pixel Vault have the obligation to maintain any connection or link between a MetaHero and the corresponding MetaHeroes Art.

7. Warranty Disclaimers and Assumption of Risk. Purchaser represents and warrants that it (a) is the age of majority in Purchaser’s place of residence (which is typically 18 years of age in most U.S. states) and has the legal capacity to enter into this Agreement, (b) that Purchaser will use and interact with the MetaHeroes and MetaHeroes Art only for lawful purposes and in accordance with this Agreement, and (c) that Purchaser will not use the MetaHeroes or MetaHeroes Art to violate any law, regulation or ordinance or any right of Pixel Vault, its licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent. Purchaser further agrees that it will comply with all applicable law.

THE METAHEROES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, PIXEL VAULT EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PIXEL VAULT MAKES NO WARRANTY THAT THE METAHEROES WILL MEET PURCHASER’S REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. PIXEL VAULT MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE METAHEROES.

PIXEL VAULT WILL NOT BE RESPONSIBLE OR LIABLE TO PURCHASER FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE METAHERO, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED CRYPTOCURRENCY WALLET FILES; (IV) UNAUTHORIZED ACCESS TO THE METAHERO; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST BLOCKCHAIN NETWORK UNDERLYING THE METAHEROES.

THE METAHEROES ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK, WHICH PIXEL VAULT DOES NOT CONTROL. PIXEL VAULT DOES NOT GUARANTEE THAT PIXEL VAULT CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY METAHERO. PURCHASER BEARS FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS PURCHASER PURCHASES THROUGH THE NFT MARKETPLACE. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, PIXEL VAULT MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE NFT MARKETPLACE OR ANY PURPORTED SUBSEQUENT TRANSACTIONS.

PIXEL VAULT IS NOT RESPONSIBLE ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE METAHEROES. PIXEL VAULT IS NOT RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT

AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE METAHEROES, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8. Assumption of Risk. Purchaser accepts and acknowledges all risks associated with the following:

(a) Purchaser is solely responsible for determining what, if any, taxes apply to Purchaser's purchase, sale, or transfer of the MetaHeroes. Pixel Vault is not responsible for determining or paying the taxes that apply to such transactions.

(b) Pixel Vault does not store, send, or receive cryptocurrency assets. Any transfer of cryptocurrency assets occurs within the supporting blockchain that is not controlled by Pixel Vault. Transactions of the MetaHeroes may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions of the MetaHeroes shall be deemed to be made when recorded on a public blockchain ledger, which is not necessarily the date or time that Purchaser initiated the transaction.

(c) There are risks associated with using an Internet based digital asset, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Wallet. Pixel Vault will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when effecting MetaHero transactions, however caused.

(d) Digital assets, including blockchain based assets such as the MetaHeroes, are subject to developing laws and regulations throughout the world.

(e) Transactions involving the MetaHeroes may rely on third-party platforms to perform transactions. If Pixel Vault is unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if Pixel Vault violates or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and interactions of the MetaHeroes will suffer.

9. Links to Third Party Websites or Resources. Use and interaction of the MetaHeroes and MetaHeroes Art may allow Purchaser to access third-party websites (including websites that host the MetaHeroes Art) or other resources. Pixel Vault provides access only as a convenience and is not responsible for the content, products or services on or available from those resources or links displayed on such websites. Purchaser acknowledges sole responsibility for and assumes all risk arising from Purchaser's use of any third-party resources. Under no circumstances shall Purchaser's inability to view MetaHeroes Art on a third-party website serve as grounds for a claim against Pixel Vault.

10. Termination of License to MetaHeroes Art. Purchaser's licenses to the MetaHeroes Art shall automatically terminate and all rights shall revert to Pixel Vault if at any time: (a) Purchaser breaches any portion of this Agreement or (b) Purchaser engages in any unlawful activity related to the MetaHero (including transferring the MetaHero to a Prohibited Transferee). Upon any termination, discontinuation or cancellation of Purchaser's licenses to the MetaHeroes Art, Pixel Vault may disable Purchaser's access to the MetaHeroes Art and Purchaser shall delete, remove, or otherwise destroy any back up or single digital or physical copy of the MetaHeroes Art. Upon any termination, discontinuation or cancellation of the license in this Agreement, the following Sections will survive: 2, 4 through 15.

11. Indemnity. Purchaser shall defend, indemnify, and hold Pixel Vault, its licensors and affiliates (the "Indemnified Parties") harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought by a third party (including any person who accesses or transacts using the MetaHeroes whether or not such person personally purchased the MetaHeroes) against the Indemnified Parties, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with (a) your access to or use of the NFT Marketplace, (b) your breach of this Agreement, and (c) your exercise of the licenses in Section 3.

12. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PIXEL VAULT NOR ITS SERVICE PROVIDERS, INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE METAHEROES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR

GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE METAHEROES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH THE METAHEROES OR ACCESS THE METAHEROES ART, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PIXEL VAULT OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL PIXEL VAULT'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF OR INABILITY TO USE OR INTERACT WITH THE METAHEROES OR ACCESS THE METAHEROES ART EXCEED \$10,000.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PIXEL VAULT AND PURCHASER.

13. Governing Law and Forum Choice. This Agreement and any action related thereto will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 14 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that Purchaser and Pixel Vault are not required to arbitrate will be the courts located in the State of Delaware, and Purchaser and Pixel Vault each waive any objection to jurisdiction and venue in such courts.

14. Dispute Resolution.

(a) Mandatory Arbitration of Disputes. The Parties each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof of the MetaHeroes transaction (collectively, "Disputes") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and Pixel Vault agree that the Delaware Law governs the interpretation and enforcement of this Agreement, and that you and Pixel Vault are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement.

(b) Exceptions. As limited exceptions to Section 14(a) above: (i) both Parties may seek to resolve a Dispute in small claims court if it qualifies; and (ii) both Parties each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by JAMS under its JAMS Comprehensive Arbitration Rules and Procedures (the "**JAMS Rules**") then in effect, except as modified by this Agreement. The JAMS Rules are available at <https://www.jamsadr.com/>. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at <https://www.jamsadr.com/>.

Any arbitration hearings will take place in Los Angeles, California, unless we both agree to a different location but, in any case, any such arbitration will be conducted remotely to the extent permitted by the JAMS Rules. The Parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, and Pixel Vault won't seek to recover the administration and arbitrator fees Pixel Vault is responsible for paying, unless the arbitrator finds your Dispute frivolous. If Pixel Vault prevails in arbitration Pixel Vault will pay for all of its attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 14(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Pixel Vault prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND PIXEL VAULT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 14(f) of this Agreement ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of this Agreement is invalid or unenforceable, the other parts of this Agreement will still apply.

15. General Terms. This Agreement will transfer and be binding upon and will inure to the benefit of the parties and their permitted successors and assigns, in particular any Transferee. This Agreement constitutes the entire agreement, and supersedes any and all prior or contemporaneous representations, understandings and agreements, between the Parties with respect to the subject matter of this Agreement, all of which are hereby merged into this Agreement. Without limitation, the terms of any other document, course of dealing, or course of trade will not modify this Agreement, except as expressly provided in this Agreement or as the Parties may agree in writing. This Agreement may be amended by Pixel Vault in its absolute and sole discretion; provided, that Pixel Vault shall give notice of any material amendments to this Agreement to the holders of the MetaHero NFTs through reasonable and public means (i.e., public post on a social media network, e.g., Twitter). Failure to promptly enforce a provision of this Agreement will not be construed as a waiver of such provision. Nothing contained in this Agreement will be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither Party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other Party. Neither Party to this Agreement is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party, or to bind such other Party in any manner. Nothing contained in this Agreement will be deemed to create any third-party beneficiary right upon any third party whatsoever. Each of the Parties acknowledges that it has had the opportunity to have this Agreement reviewed or not by independent legal counsel of its choice. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein. The headings to Sections of this Agreement are for convenience or reference only and do not form a part of this Agreement and will not in any way affect its interpretation. Neither Party will be afforded or denied preference in the construction of this Agreement, whether by virtue of being the drafter or otherwise. For purposes of this Agreement, the words and phrases "include," "includes", "including" and "such as" are deemed to be followed by the words "without limitation". Purchaser may give notice to Pixel Vault by contacting Pixel Vault at info@pixelvault.com. Notice is effective upon receipt. The Parties have agreed to contract electronically, and accordingly, electronic signatures will be given the same effect and weight as originals.