

# [NOM Arena]

# IP Usage License

*Effective as of 2025.12.11*

By downloading and checking "I Understand and Agree" regarding the "IP Usage License Terms" the participant ("Participant" or "You") enters into a binding agreement with Com2uS Holdings Corporation (the "Company" or "Licensor") regarding the [NOM Arena] event (the "Event"). These Terms grant a limited, non-exclusive license to use the Company's [NOM IP] (the "IP") solely for the Event during the Event period. If You do not agree to these Terms, You must not participate in the Event or use any IP provided.

By participating in the Event or submitting any content, You acknowledge that You have read, understood, and agree to be bound by these Terms. These Terms constitute a legally binding agreement between You and Company regarding Your use of the IP and any submissions created for the Event.

## 1. Eligibility

Participants must meet legal age requirements and any regional restrictions applicable to their country.

## 2. Definitions

2.1 "Arena Period" or "Event Period" Means the officially announced start and end dates of NOM Arena during which Participants may use the NOM IP Materials and Tokenized Assets.

2.2 "Event" Means a game-jam-style competition program held based on the NOM IP, organized and administered by CONX foundation and the Company, through which Participants create and submit content using the IP during the Event Period.

2.3 "IP" Means including all intellectual property, images, artwork, characters, scripts, story elements, audio, resources, or other assets owned by Company and provided for use within the Arena.

2.4 "Participant Content" Means original creative works produced by Participants, excluding embedded NOM IP elements, Tokenized Assets, or any derivative thereof.

2.5 "Submission" refers to any content created by a Participant using the IP or Tokenized IP and submitted to the Event.

2.6 "Tokenized IP Assets" or "Tokenized Assets" Means NFT collections or other

blockchain-based tokens issued by Company that represent usage rights, access rights, or derivative rights linked to NOM IP for use within the Arena.

### **3. Event Period & License Duration**

All licenses granted herein are valid only during the Event Period. Upon the end of the Event or upon termination, all rights automatically revert to Company, and Participants must cease all further use of the IP.

### **4. IP Ownership and License**

4.1 IP Ownership. All rights, title, and interest in and to the IP are and shall remain exclusively owned by Company. No ownership or proprietary rights are transferred to Participants under these Terms.

4.2 License Grant for IP. Company grants Participants a limited, non-exclusive, non-transferable, revocable, royalty-free license to:

- Access and use the IP Materials
- Modify and use Tokenized IP Assets
- Create content incorporating IP
- Submit such content to Event

solely for the purpose of participation and creating Submissions for Event during the [Event Period].

Conditions:

- Solely for participation and creating Submissions during the Event Period
- valid only during the Event Period
- Revocable upon violation or legal concerns
- Does not authorize commercial use outside Event
- Does not grant ownership or additional derivative rights
- Does not guarantee publication or commercial use

#### **Strict Non-Commercial & Period Limitation**

Notwithstanding the foregoing, You acknowledge that: (a) No Commercial Use: Any commercial exploitation of IP (including AI-generated derivatives) without a separate written agreement is strictly prohibited. (b) Termination & Consequences: Upon the conclusion of the Event period, Your right to use the IP immediately terminates. Any continued use, display, or distribution of IP or derivative works after the Event Period constitutes a material breach and willful infringement, subject to immediate legal action and sanctions by the Company.

## 5. Tokenized IP License

### 5.1 Tokenized IP Assets Provided During Arena

The company may issue Tokenized IP Assets as part of the Arena to facilitate creation, modification, or experimentation with the NOM universe.

Participants may:

- Use, remix, modify Tokenized Assets
- Incorporate them into submissions
- Generate new derivative versions only within the Arena

### 5.2 Ownership and Control

Tokenized IP Assets remain fully owned by the Company at all times.

Participants do not obtain:

- Ownership of underlying copyright
- Rights to commercially mint, sell, or list these Tokenized Assets
- Permanent rights beyond the Arena Period

### 5.3 Revocation / Burn Rights

Company retains the right to:

- Revoke access to Tokenized Assets
- Burn, retire, or invalidate Tokenized Assets
- Update metadata or smart-contract logic
- Remove or disable on-chain or off-chain representations

At the end of the Event or when renewal/expiration is required, Participants agree to comply with any burn or revocation request.

### 5.4 Smart Contract Terms

If Tokenized Assets or submissions utilize smart contracts:

- Smart contract rules govern licensing, expiration, and revocation
- In case of conflict, smart contract terms prevail over off-chain terms

Participant acknowledges risks inherent to blockchain use, including gas fees,

volatility, or data permanence

## 6. Restrictions

Participants shall not:

6.1 Use the IP or Tokenized Assets outside the Event Period.

6.2 Mint, commercialize, sell, tokenize, redistribute, republish, upload, or share any derivative works, IP, Tokenized IP, Tokenized Assets, or Submissions externally without the Company's prior written approval.

6.3 Use the IP, Tokenized IP, or Submissions for any commercial purposes including—but not limited to sale, licensing, monetization, or secondary -market transactions—unless expressly authorized in writing by the Company.

6.4 Resell, sublicense, or transfer any Tokenized IP or Submissions on secondary market, blockchain platforms, or similar environments without the Company's prior written consent.

6.5 Use the IP, Tokenized IP, or Submissions in defamatory, unlawful, hateful, harmful, or offensive ways, or in any manner that may damage or dilute the Company's brand.

6.6 Claim ownership of any part of the IP, Tokenized IP, or proprietary assets belonging to the Company.

6.7 Remove, alter, obscure, or tamper with any copyright notices, ownership metadata, or attribution embedded in the IP, Tokenized IP, or other Company materials,

6.8 Upload any IP, Tokenized IP, or proprietary Company assets to public datasets, marketplaces, libraries, or platforms without the Company's prior written consent.

## 7. Participant-Created Content (Submissions) Ownership, License and Use

7.1 Ownership. Participants retain copyright to the original creative elements they contribute to the Submission, excluding all underlying IP and Tokenized IP, which remain the exclusive property of the Company. Nothing in this Agreement shall grant Participants any ownership interest in the Company's IP, and any rights granted to Participants are limited to the permitted use during the Event Period.

7.2 License to Company. By submitting a Submission, Participants grant the Company a worldwide, royalty-free, non-exclusive, transferable, and sublicensable license to:

- Use, reproduce, modify, adapt, publish, distribute, and create derivative works from the Submission; and
- Use the Submission for any Event-related, promotional, marketing, community-engagement, ecosystem, or demonstrative purpose, including for explaining or presenting the CONX Arena or NOM Arena.

Such promotional or illustrative uses shall not require further approval or

compensation. Notwithstanding the foregoing, should the Company wish to utilize any Submission as part of a specific commercial product, service, or standalone commercial initiative, the Company shall enter into a separate written agreement with the Participant.

7.3 Warranties. Participants represent and warrant that their Submissions:

- are original or properly licensed;
- Do not infringe any third-party rights;
- Comply with all applicable laws and AI/model license requirements;
- Contain no unlawful, harmful, or defamatory content

7.4 Indemnification. Participants shall indemnify and hold the Company harmless from any claims, losses, or liabilities arising from the Submission or any breach of these warranties.

7.5 No Obligations. The Company may, at its sole discretion, decline to use, modify, or request removal of any Submission.

7.6 Promotional Use. Without additional compensation, the Company may use Submission for marketing, social media, promotional materials, showcases, and event documentation.

## **8. Exclusive Publishing Rights for Winners**

The company reserves the exclusive right to negotiate and enter into publishing agreements with the winner(s) of the Event.

Participation in the Event does not grant Participants any rights to publish or commercialize their Submissions outside of Company-approved agreements.

## **9. Indemnification**

Participants agree to indemnify and hold harmless Company from any claims arising out of:

- infringement caused by Participant's non-IP contributions,
- unlawful or unauthorized use of the IP,
- breaches of these Terms.

## **10. Revocation and Termination**

The Company may revoke, suspend, or terminate the Participant's license or participation at any time at its sole discretion, including upon the conclusion of the Event, any breach of these Terms, misuse of the IP or Tokenized IP, fraud, misconduct, or any unauthorized commercial use. Upon termination, Participants must immediately stop using and delete all IP, Tokenized IP, and proprietary assets, and comply with any removal or modification requests. Any commercial, long-term, or secondary-market use requires a separate written agreement with the Company.

Participants represent and warrant that their Submissions are original or properly licensed, do not infringe third-party rights, comply with applicable laws and AI model requirements, and do not involve undisclosed external contractors. Participants shall indemnify and hold the Company harmless from any claims, damages, or liabilities arising from the Submissions, infringement, or violations of these Terms.

## **11. No Warranty**

IP is provided "as is" with no express or implied warranty, including warranties of merchantability, fitness for a particular purpose, or non-infringement. The Company is not liable for any damages, including direct, indirect, incidental, or consequential damages arising from or related to the use of the IP.

### AI Encouragement & Permitted Use

Participants are encouraged to use Artificial Intelligence (AI) and Machine Learning tools to create, modify, or remix content using the IP Materials for the Arena. You warrant that You have the lawful right to use such AI tools and that Your AI-generated content complies with applicable laws.

## **12. Governing Law & Dispute Resolution**

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Korea.

Where permitted by law, all disputes shall be resolved exclusively in the courts of Seoul, Republic of Korea. If mandatory national law requires local jurisdiction, such jurisdiction will apply only to the minimum extent legally required.

Dispute Resolution (a) Informal Resolution: In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, You and Company agree to first attempt to resolve the dispute informally. You must contact the Company via the designated support channel (or email) and allow thirty (30) days for good faith negotiations to resolve the matter before resorting to formal legal proceedings.

(b) Governing Law & Jurisdiction: If the dispute is not resolved within the thirty (30) day period, specifically: (i) This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea. (ii) All disputes shall be resolved exclusively in the Seoul Central District Court, Republic of Korea. (If applicable under mandatory local laws, the jurisdiction may default to the minimum extent legally required.)

## **13. Entire Agreement**

This Agreement becomes a binding contract between You and Company upon the earlier of: (i) Your acquisition of the NOM Arena resources, or (ii) Your access to or downloading of the NOM IP Materials via the download link provided in the NFT's metadata. By performing any of these acts, You strictly agree to be bound by the

terms herein.

This Agreement constitutes the full and complete understanding between Company and all Participants regarding the IP license for the Arena.

By participating in the Arena or accessing IP materials, the Participant acknowledges and agrees to all terms stated above.

*These Terms constitute the entire agreement between Company and Participants with respect to the Event and supersede all prior communications.*