

WORDLER VILLAGE
TOKEN-MEDIATED CO-AUTHOR LICENSE (“ToMCAL”)
Modified from the CBE-NECR-HS “Can’t Be Evil” NFT License by a16z

This ToMCAL was created by the entity (“**Creator**” or “**we**” or “**our**”) that created the non-fungible tokens (“**NFTs**”) listed in Appendix A (“**Project NFTs**”) and their associated Visual Media, Base Story, and Project Lore. By acquiring ownership of one or more Project NFTs, you agree to the following ToMCAL Terms and Conditions (the “**Terms**”).

Ownership of a Project NFT conveys personal property rights to the NFT underlying the Project NFT, including the right to freely sell, transfer, or otherwise dispose of that Project NFT. However, your rights to any associated artwork, images, and/or video content (“**Visual Media**”) and the depiction of characters, locations, timeframes, and other enumerated story elements (“**Project Lore**”) that may be linked to your Project NFT, and which was developed by Creator (collectively, “**Licensed Media and Lore**”), are only as outlined below.

TL;DR:

The ToMCAL describes the rights granted to Valid Owners and the conditions under which you may use our lore to create new stuff.

1. VALID OWNERSHIP

1.1 Acquiring Valid Ownership. The initial minter, who is not otherwise excluded by the restrictions in Section 2.8, acquires Valid Ownership of a Project NFT upon minting the Project NFT through a process established by the Creator. Subsequent owners acquire Valid Ownership from previous Valid Owners as described below, subject to the limitations in Sections 2.6 and 2.8.

1.2 Wallet Transfers. The initial minter and subsequent Valid Owners of a Project NFT shall retain their Valid Ownership under this ToMCAL when lawfully transferring a Project NFT from a custodial wallet address to a non-custodial wallet address or between wallet addresses owned by or associated with the same person or legal entity.

1.3 Gifted Transfers. The initial minter and subsequent Valid Owners of a Project NFT shall transfer their Valid Ownership under this ToMCAL upon the lawful transfer of the Project NFT or its then-associated wallet address to another party as a gift or donation for which no compensation is expected or received, or through inheritance.

1.4 Marketplace Transfers. The initial minter and subsequent Valid Owners of a Project NFT shall transfer their Valid Ownership under this ToMCAL upon the lawful sale of the Project NFT in a public marketplace that facilitates the payment and delivery of a royalty, commission, or fee stipulated by Creator in the smart contracts related to the Project NFT (“**Creator Royalty**”). If the marketplace fails or refuses to collect the Creator Royalty, fails or refuses to facilitate its delivery to Creator, or makes the payment of the Creator Royalty in any way suggestive or optional, the buyer shall not acquire Valid Ownership under this ToMCAL until an arrangement is made with Creator to transfer the Creator Royalty or any portion still due.

TL;DR:

Valid Owners must follow the law and the ToMCAL, and respect creator rights.

1.5 Private Sale Transfers. The initial minter and subsequent Valid Owners of a Project NFT shall transfer their Valid Ownership under this ToMCAL upon the non-marketplace or otherwise private sale of the Project NFT or its then-associated wallet address provided that an arrangement is made with Creator to transfer the Creator Royalty on the fair market value of the Project NFT.

1.6 Fraudulent or Illegal Transfers. Valid Ownership under this ToMCAL cannot be acquired through fraudulent or illegal transfers.

2. NFT LICENSE GRANT

2.1 Visual Media License. For as long as you maintain Valid Ownership of a Project NFT, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 4.2 below) worldwide license under our copyrights to display the Visual Media as a profile picture, on derivative works using the Story IP (as defined below), or in a physical or digital museum. Nothing in these Terms is meant to grant you any rights to modify the Visual Media or use it as a logo, trademark, service mark, or trade dress.

TL;DR:

You may use our images in your new stuff, but those images can't be altered.

2.2 Story IP License. For as long as you maintain Valid Ownership of a Project NFT, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 4.2 below) worldwide license under our copyrights to use the specific subset of Project Lore linked to your Project NFT, as described in Appendix A (“**Story IP**”), combined with the Story IP linked to any other Project NFTs for which you are the Valid Owner with the same associated wallet address, to create derivative works in the English language, and such additional languages as Creator may explicitly allow, subject to the limitations in Section 2.4 (“**Your Derivative Works**”), and to publish, mint, distribute, reproduce, display, and perform Your Derivative Works for personal and commercial uses.

TL;DR:

Use our lore in your new stuff, but don't let your friends copy our lore in their new stuff.

Creator further grants you the right to sublicense the usage, distribution, reproduction, display, and performance rights in Your Derivative Works through multiple tiers of sublicensees subject to the limitations in Section 2.6, and Articles

3 and 4 of these Terms with Creator being a third-party beneficiary to all such sublicenses with the ability to enforce such agreements. Creator grants you the right to sublicense your right to create derivative works to a minor under your care, custody, and supervision for the duration of their minority. You may not sublicense the right to make derivative works of Your Derivative Works.

2.3 No License in Base Story. Nothing in these Terms is meant to grant you any rights in or to Creator’s text, audio narration, or other expressions of authorship (“**Base Story**”). All intellectual property rights in and to the Base Story and Licensed Media and Lore and any other intellectual property rights of Creator not expressly licensed herein are reserved by Creator.

TL;DR:

The original story belongs to its original author.

2.4 Allowable Derivative Works. We understand that you may want to create derivative works of the Story IP and we allow you to do so under the scope of the license granted above.

However, you acknowledge and agree that (a) we may also create our own future derivatives of the Story IP, (b) the subsequent Valid Owner of the Project NFT may create its own derivatives of the Story IP and (c) other owners of their own Project NFTs associated with the same or similar Story IP (“**Other’s Story IP**”) may also create their own derivative works of the Other’s Story IP (each of them “**Other’s Derivative Works**”).

TL;DR:

Other folks may also use our lore. Their stuff may resemble yours, and that's okay.

These Other’s Derivative Works may be similar or identical to Your Derivative Works. Accordingly, on behalf of yourself and your heirs, successors and assigns, you irrevocably covenant and agree not to assert or bring any suit, claim, demand or challenge against (a) Creator or its past, present and future parents, affiliates, heirs, assigns, or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with their use distribution, reproduction, display, perform, modification, and creation of derivative works of any Licensed Media and Lore or any of their own Other’s Derivative Works or (b) any other Project NFT owner or its past, present and future

parents, affiliates, heirs, assigns, or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with the use distribution, reproduction, display, perform, modification, and creation of derivative works of the Other’s Story IP or any of their Other’s Derivative Works. The foregoing is the case even if such Other’s Licensed Media and Lore or Other’s Derivative Works is similar to or the same as any of Your Derivative Works that have been created by you.

2.5 Limited Rights to WORDLERplex Trademark. For as long as you are the Valid Owner of a Project NFT, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 4.2

below) worldwide license to apply the WORDLERplex Trademark to Your Derivative Works in a manner consistent with the usage guidelines established and disseminated by Creator, who reserves the right to modify the usage guidelines at any time. You are obliged to use commercially reasonable efforts to ensure that your trademark usage remains in compliance.

TL;DR:

You may refer to your new stuff as WORDLERplex stuff if you follow the usage rules.

Nothing else in these Terms is meant to grant you any rights to any other logos, trademarks, service marks, and trade dress associated with Creator or the Project NFTs (“**Project Trademarks**”). Unless you have our prior written approval or an additional license from us, you may not use the

WORDLERplex Trademark or any other Project Trademarks for any other use, including to register any domain names or social media accounts, or to advertise or promote any other products or services.

2.6 Transfer and Sublicensing. The licenses granted in these Terms are non-transferrable, except that if you transfer Valid Ownership of your Project NFT as described in Section 1 above, the licenses of Licensed Media and Lore described in Sections 2.1 and 2.2 shall terminate upon the effective date of such transfer, and such licenses will be assigned to the new Valid Owner of the Project NFT. As a condition to sales, transfers or similar transactions of the Project NFTs, the transferee agrees upon the acquisition of the Project NFT that (a) the transferee is not a Restricted Party and (b) the transferee accepts these Terms. Further, if you choose to sublicense any of your licensed rights set forth in Sections 2.1 and 2.2 above, you are only permitted to do so if any such sublicensees agree (i) that they are not Restricted Parties, (ii) to the same covenant not to assert as set forth in the second to last sentence of Section 2.4, and (iii) that if your licensed rights in Sections 2.1 and 2.2 are transferred (such as

TL;DR:

License rights can’t be separated from the Project NFTs and their Valid Owners.

because you sell your Project NFT), then any such sublicenses you have granted in such licensed rights will automatically terminate. Because virtually all public blockchains are licensed under open source licenses, it is possible that the blockchain may fork, merge, or duplicate the original blockchain that initially recorded ownership of your Project NFT. In such case, any rights granted under these Terms to owners of any Project NFT will only be granted to the Valid Owners of such Project NFT whose ownership is recorded on the mainnet version of the blockchain that is generally recognized and predominantly supported in the blockchain industry as the legitimate successor of the original blockchain (as determined in our sole discretion).

TL;DR:

Blockchains may fork into multiple branches. Valid license rights will continue only on the single best-recognized branch.

2.7 Third Party Content. The Creator hereby represents and warrants to you that all of the copyrights in the Licensed Media and Lore are owned by the Creator, and does not contain (a) any artwork, images, video, content or other

works of authorship, (b) logos, trademarks, service marks, or trade dress or rights of personality in which the relevant intellectual property rights are not owned by the Creator (“**Third Party Content**”), provided that the foregoing shall not apply if the Creator has obtained a license to such Third Party Content consistent with the licenses under this Agreement or the Creator has supplemented this NFT License with an additional license that governs your right to use such Third Party Content.

2.8 Restrictions. Notwithstanding any of the above, you may not use the Licensed Media and Lore in any way that constitutes unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal, or obscene, or that promotes any such activity, as determined in Creator’s sole discretion, it being understood that Creator may designate another entity such as a decentralized autonomous organization (“**DAO**”) or committee of a DAO to make this determination in Creator’s place, in which case Creator will be bound by that other entity’s decision.

TL;DR:

You can’t use the licensed lore to make new stuff that spreads hate or causes harm. If we say you’ve crossed the line, you must stop.

If a Project NFT is fractionalized into smaller ownership interests (which may be represented by other tokens), the rights licensed hereunder do not transfer to each of the owners of such fractionalized interests in the Project NFT, but are only granted to those who own all fractionalized interests in a Project NFT or as may otherwise be agreed by the owners of such fractionalized interests if each of such owners agree that (a) the owner is not a Restricted Party and (b) the owner accepts these Terms.

TL;DR:

We can’t offer this license to terrorists, money-launderers, or children, but kids can make new stuff with the lore that’s licensed to their legal guardian.

In order to acquire Valid Ownership of a Project NFT, if you are an individual, you must be 18 years of age or older if the age of lawful capacity of forming binding contracts is older in the relevant jurisdiction. If you are an entity, the individual agreeing to the Terms must have the legal authority to bind the entity. If (a) you are an individual, you agree on your own behalf and (b) if you are an entity, you agree that neither the entity nor any of your owners or investors or any of their directors, officers, employees, agents or affiliates acting on your behalf: (i) is related in any way to, the governments of, or any persons within, any country or jurisdiction under a U.S. embargo enforced by the Office of Foreign Assets Control (“**OFAC**”), or any persons who are named on any list of sanctioned individuals or entities; (ii) is (or has ever been) prohibited from the transaction pursuant to U.S.

anti-money laundering, anti-terrorist, economic sanctions and asset control laws; and (iii) is resident in a country or jurisdiction under a U.S. embargo enforced by OFAC (“**Restricted Parties**”).

3. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

3.1 Disclaimers. YOUR ACCESS TO AND USE OF THE PROJECT NFT AND LICENSED MEDIA AND LORE IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CREATOR, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS AND EQUITYHOLDERS (THE “CREATOR ENTITIES”)

TL;DR:

Use at your own risk.

DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT IN THE PROJECT NFTS AND LICENSED MEDIA AND LORE. THE CREATOR ENTITIES MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: (A) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, ORIGINALITY, SECURITY OR RELIABILITY OF THE PROJECT NFTS AND LICENSED MEDIA AND LORE; (B) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, BLOCKCHAIN, DIGITAL WALLET, HARDWARE OR MARKETPLACE; AND (C) WHETHER THE PROJECT NFTS AND LICENSED MEDIA AND LORE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS; AND (D) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT THE PROJECT NFTS AND LICENSED MEDIA AND LORE. THE

PROJECT NFTS AND LICENSED MEDIA AND LORE ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY.

- 3.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE CREATOR ENTITIES BE LIABLE (A) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PROJECT NFT OR THE LICENSED MEDIA AND LORE), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE PROJECT NFTS AND LICENSED MEDIA AND LORE OR THESE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE CREATOR ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE PROJECT NFTS AND LICENSED MEDIA AND LORE. THE MAXIMUM AGGREGATE LIABILITY OF THE CREATOR ENTITIES FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) \$1,000 OR (II) THE AMOUNT YOU PAID FOR YOUR PROJECT NFT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

TL;DR:

Use at your own risk.

- 3.3 Assumption of Risk. THE VALUE OF THE PROJECT NFTS IS SUBJECTIVE, HAVE NO INHERENT VALUE AND THEREFORE CAN BE VOLATILE. YOU AGREE TO ASSUME ALL RISK ASSOCIATED WITH THE USE AND VALUE OF THE PROJECT NFT AND LICENSED MEDIA AND LORE

TL;DR:

Use at your own risk.

- 3.4 Fundamental Elements. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE CREATOR ENTITIES AND YOU.

TL;DR:

Use at your own risk.

- 3.5 Template Provider Disclaimers. You and Creator each agree and acknowledge and agree that (i) these terms are based on a template that has been provided for public use, and (ii) each party and its heirs, successors and assigns, irrevocably covenants and agrees not to assert or bring any suit, claim, demand or challenge against the providers of such template, their parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, service providers and licensors (the “**Template Provider Entities**”) in connection with these terms, (iii) the availability of these terms shall not be construed as legal advice for any particular facts or circumstances and are not meant to replace consulting competent counsel who is aware of your specific facts and circumstances and those of creator, and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance.
- 3.6 Indemnification. By entering into these Terms and accessing or using the Project NFTs or Licensed Media and Lore, you agree that you shall defend, indemnify and hold the Creator Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) incurred by the Creator Entities arising out of or in connection with: (i) your violation or breach of any term of these Terms or any applicable law or regulation; (ii) your violation of any rights of any third party; (iii) your access to or use of the Project NFT or Licensed Media and Lore; (iv) any modifications to or derivative works of the Licensed Media and Lore you

create, or (v) any fraud, negligence or wilful misconduct committed by you. For these limited purposes, the Creator Entities (other than the Creator) are third party beneficiaries of the Terms.

4. ADDITIONAL PROVISIONS

4.1 Additional Features. Creator may choose to make additional features, access, content, items or other benefits available to owners of Project NFTs (“**Additional Features**”). Creator has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring a Project NFT. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.

TL;DR:
We don't create cool new stuff because we have to. We create cool new stuff because we want to.

4.2 Termination of License. If you materially breach any of the provisions of these Terms, Creator may terminate all of the licenses granted to you under these Terms. Creator will use commercially reasonable efforts to provide you with notice of such termination, though for the avoidance of doubt your licenses shall terminate regardless of whether such notice is actually received. Upon the termination of your licenses, you shall cease all current and future use of the rights granted in Article 2, including, without limitation, ceasing all marketing, distribution, or sale of goods, services, and media that feature the Visual Media and Authorship Licensed Media and Lore (including Your Derivative Works and Other's Derivative Works), and all sublicenses you have granted in the Licensed Media and Lore and Your Derivative Works shall automatically terminate. The following

TL;DR:
If you break the rules, we can cancel your license.

sections shall survive the termination of these Terms and shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by Creator or you: Sections 1, 2.5, 2.6, 2.8, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 4.3 and 4.4. Termination will not limit any of Creator's other rights or remedies at law or in equity.

4.3 Miscellaneous. These Terms constitutes the entire and exclusive understanding and agreement between Creator and you regarding the Project NFT and Licensed Media and Lore and supersedes and replaces any and all prior oral or written understandings or agreements between Creator and you regarding the Project NFT and Licensed Media and Lore. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be freely assigned by Creator. Any purported assignment in violation of these Terms will be null and void. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

TL;DR:
Everything there is to know about the ToMCAL is included in the ToMCAL.

4.4 Governing Law & Arbitration. You and Creator shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with these Terms, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a “Dispute”). If the parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all parties, such Dispute shall be finally settled by Binding Arbitration (as defined below). Any Dispute not resolved within ninety (90) days shall be referred to and finally resolved by arbitration administered by the American Arbitration Association (“AAA”) under its

TL;DR:
If things go wrong, call AAA.

Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. If your claim is for U.S. \$10,000 or less, You may choose whether the arbitration will be conducted solely on the basis of documents

submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in New York, New York, or if you request, the county (or parish) where You live, unless both Parties agree to a different location. 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. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the parties (“Binding Arbitration”). The parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and Creator will each pay their respective attorneys’ fees and expenses. These Terms and any action related thereto will be governed by the laws of the State of New York, without regard to its conflict of laws provisions. Any dispute arising out of or related to these Terms is personal to you and Creator and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Creator each agree that any claims may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action or other proceeding in which a person attempts to resolve a dispute as a representative of another person or group of persons. Unless both you and Creator agree otherwise, the arbitrator may not consolidate or join more than one person’s or party’s claims, and may not otherwise preside over any form of a consolidated, representative, or class proceeding. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

ToMCAL TL;DR Cheat Sheet:

- *The ToMCAL describes the rights granted to Valid Owners and the conditions under which you may use our lore to create new stuff.*
- *Valid Owners must follow the law and the ToMCAL, and respect creator rights.*
- *You may use our images in your new stuff, but those images can’t be altered.*
- *Use our lore in your new stuff, but don’t let your friends copy our lore in their new stuff.*
- *The original story belongs to its original author.*
- *Other folks may also use our lore. Their stuff may resemble yours, and that’s okay.*
- *You may refer to your new stuff as WORDLERplex stuff if you follow the usage rules.*
- *License rights can’t be separated from the Project NFTs and their Valid Owners.*
- *Blockchains may fork into multiple branches. Valid license rights will continue only on the single best-recognized branch.*
- *You can’t use the licensed lore to make new stuff that spreads hate or causes harm. If we say you’ve crossed the line, you must stop.*
- *We can’t offer this license to terrorists, money-launderers, or children, but kids can make new stuff with the lore that’s licensed to their legal guardian.*
- *Use the ToMCAL, Project NFTs, and Licensed Media and Lore at your own risk.*
- *We don’t create cool new stuff because we have to, but because we want to.*
- *If you break the rules, we can cancel your license.*
- *Everything there is to know about the ToMCAL is included in the ToMCAL.*
- *If things go wrong, call the American Arbitration Association.*

APPENDIX A - NIGHTfall

APPLYING THE WORDLER VILLAGE TOKEN-MEDIATED CO-AUTHOR LICENSE (“ToMCAL”) TO NIGHTfall PROJECT NFTs (Days 393-415)

This Appendix defines the set of Project NFTs under the Wordler Village Token-Mediated Co-Author License within the NIGHTfall Storyline (“NIGHTfall Project NFTs”) and describes additional terms, conditions, restrictions, and enhancements.

Restrictions


- Valid Owners of NIGHTfall Project NFTs are restricted by default from use in derivative works of steamy romance, using the “Hot” or “Burning” categories of the Sensuality Ratings Guide published by AllAboutRomance.com as general guidance, as determined in the sole discretion of Creator or another entity designated by Creator for such purpose, unless a Validly Owned MADAM Token is held by the same wallet address as the NIGHTfall Project NFTs as described below.
- Valid Owners of NIGHTfall Project NFTs are restricted by default from using the Licensed Media and Lore in Your Derivative Works that also include Yuga Labs IP (e.g., Bored Ape Yacht Club, Mutant Ape Yacht Club, Bored Ape Kennel Club, CryptoPunks, Meebits, and Otherside) unless a Validly Owned BERTH Token is held by the same wallet address as the NIGHTfall Project NFTs as described below.

Enhancements

Select NFTs, including vignettes from the wordlerQUEST Storyline (Days 353-392), enhance the utility of NIGHTfall Project NFTs by allowing use of otherwise unavailable Story IP or removing otherwise applicable restrictions.

- Valid Owners of NIGHTfall Project NFTs are granted a non-exclusive, perpetual, irrevocable (except as set forth in Section 3.2 of the ToMCAL) worldwide license to use their NIGHTfall Story IP characters in flashback scenes set within the REALM during the NIGHTfall Incident (Dusk on Day 388 to Dawn on Day 389) or on any Day corresponding with one or more Validly Owned wordlerQUEST storyline NFTs held by the same wallet address as the NIGHTfall Project NFTs.
- Valid Owners of NIGHTfall Project NFTs held in the same wallet as one or more Bored Ape Yacht Club or Mutant Ape Yacht Club NFTs issued by Yuga Labs are granted a non-exclusive, perpetual, irrevocable (except as set forth in Section 3.2 of the ToMCAL) worldwide license to use the character of Val the Simian and the location of the Simian Pleasure Barge Marina as Licensed Media and Lore in Your Derivative Works.

BERTH Token


Visual Media	NFT Info
	<p>BERTH Token</p> <p>Contract Address: 0X4F0F1C1D48A6045B55F419331964D5925096583B</p> <p>Collection: NFTs - KfkNIPHRTF</p> <p>Title: Wordle Quest #386</p> <p>Blockchain: Polygon PoS</p> <p>Standard: ERC-721</p> <p>Supply: 416 Tokens</p>

Valid Ownership of a **BERTH Token**, held in the same wallet address as a Project NFT, negates the restriction on interactions with the Yuga Labs IP, allowing crossovers to the full extent permitted by Wordler Village and Yuga Labs, its successors, affiliates, or assignees (“Yuga Labs”).

For as long as you remain the Valid Owner of at least one **BERTH Token**, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 3.2 of the ToMCAL) worldwide license to incorporate your Wordler Village Licensed Media and Lore into Your Derivative Works that also include licensed or sublicensed IP from Yuga Labs, subject to any restrictions imposed by Yuga Labs.

Creator is not affiliated with or endorsed by Yuga Labs, nor does the **BERTH Token** grant you any IP rights in the Yugaverse, nor do these provisions have no impact on IP rights separately licensed to you from Yuga Labs.

MADAM Token

Visual Media	NFT Info
	<p>MADAM Token</p> <p>Contract Address: 0X4F0F1C1D48A6045B55F419331964D5925096583B</p> <p>Collection: NFTs - KfKNIPHRTF</p> <p>Title: Wordle Quest #387</p> <p>Blockchain: Polygon PoS</p> <p>Standard: ERC-721</p> <p>Supply: 500 Tokens</p>


Valid Ownership of a **MADAM Token**, held in the same wallet address as a Project NFT, negates the restriction on usage in works of overtly steamy romance while remaining subject to the restrictions set forth in Section 3.2 of the ToMCAL.

For as long as you remain the Valid Owner of at least one **MADAM Token**, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 3.2 of the ToMCAL) worldwide license to apply the **“WORDLERplex After Dark”** trademark to Your Derivative Works of steamy romance in a manner consistent with the usage guidelines established and disseminated by Creator, who reserves the right to modify the usage guidelines at any time. You are obliged to use commercially reasonable efforts to ensure that your trademark usage remains in compliance.

NIGHTfall Storyline Project NFTs

The Story IP conveyed by a NIGHTfall Storyline Project NFT consists of:

- a Wordler character;
- the 24-hour midnight-to-midnight timeframe (Wordler Local Time) in which that character served as daily Wordler; and
- a corresponding location within the Wordlers extended universe.

Visual Media	NFT Info	Licensed Story IP
	<p>“The WACKY Token”</p> <p>Contract Address: 0x68A7b2ecAfa064e3f39EBB8dB5E4F4625899a813</p> <p>Collection: “NIGHTfall 1 of 23”</p>	<p>Blockchain: Polygon PoS</p> <p>Standard: ERC-721</p> <p>Supply: 304 Tokens</p> <p>Character: Wordler 393</p> <p>Location: Folk Hunting Grounds in the REALM</p> <p>Timeframe: Day 393</p>

	<p>“The FLOCK Token” Contract Address: 0x069E596262717A4B35BF1020ad19b3f98365d6f9 Collection: “NIGHTfall 2 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 311 Tokens</p>	<p>Character: Wordler 394 Location: Cloudspot Beach Timeframe: Day 394</p>
	<p>“The ANGRY Token” Contract Address: 0x545E3494a3dBC5e3aB4E439f813AAe369561e2F2 Collection: “NIGHTfall 3 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 329 Tokens</p>	<p>Character: Wordler 395 Location: Abandoned Cabin in the Woods and immediate surroundings Timefram: Day 395</p>
	<p>“The TRITE Token” Contract Address: 0xF0dd99DdB3665380C592f2C783B97332BDAEF471 Collection: “NIGHTfall 4 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 328 Tokens</p>	<p>Character: Wordler 396 Location: Shared living space, Filch’s Boarding House in the City Timeframe: Day 396</p>
	<p>“The APHID Token” Contract Address: 0xB6C538B69dE6bb47B6F6858A4813431EB723c902 Collection: “NIGHTfall 5 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 368 Tokens</p>	<p>Character: Wordler 397 Location: Common areas, Villager Refugee Camp at the Del Fenwickian Border Timefram: Day 397</p>
	<p>“The TRYST Token” Contract Address: 0x7F42DEC95Df11807B423E1fa5D5AFDB6250c940B Collection: “NIGHTfall 6 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 304 Tokens</p>	<p>Character: Wordler 398 Location: Leadership Tent, Villager Refugee Camp at the Del Fenwickian Border Timeframe: Day 398</p>
	<p>“The MIDGE Token” Contract Address: 0x24dcABEE12e94A8EB5a403cd13767F2F1a1F7d4B Collection: “NIGHTfall 7 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 318 Tokens</p>	<p>Character: Wordler 399 Location: Cellar bedchambers, Filch’s Boarding House in the City Timefram: Day 399</p>

	<p>“The POWER Token” Contract Address: 0xe7D5241F61cC1a52de31E7021A09D023e15D0066 Collection: “NIGHTfall 8 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 344 Tokens</p>	<p>Character: Wordler 400 Location: Lorea’s Hideout Timeframe: Day 400</p>
	<p>“The ELOPE Token” Contract Address: 0x248443b8810323cccE10607720EAa260f7711fd9 Collection: “NIGHTfall 9 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 411 Tokens</p>	<p>Character: Wordler 401 Location: TV studio, Transylvania Timefram: Day 401</p>
	<p>“The CINCH Token” Contract Address: 0x8b7F2a2d37D998442212E695D4Aeee08d2b34212 Collection: “NIGHTfall 10 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 335 Tokens</p>	<p>Character: Wordler 402 Location: Meeting Tent, Villager Refugee Camp at the Del Fenwickian Border Timeframe: Day 402</p>
	<p>“The MOTTO Token” Contract Address: 0xde6B4648F76020888B65fa2Cc8107410bB38e427 Collection: “NIGHTfall 11 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 265 Tokens</p>	<p>Character: Wordler 403 Location: Morgan Campaign HQ in the City Timefram: Day 403</p>
	<p>“The STOMP Token” Contract Address: 0xBF321360155b9Dbff80f30B3B3f248A82c75Ed76 Collection: “NIGHTfall 12 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 260 Tokens</p>	<p>Character: Wordler 404 Location: Fritta’s Farm, Land of GIANTS Timeframe: Day 404</p>
	<p>“The UPSET Token” Contract Address: 0x850C4cA4b082dcAE6198a0d9036E1BFA8f70A8Ff Collection: “NIGHTfall 13 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 274 Tokens</p>	<p>Character: Wordler 405 Location: Access Alley, Filch’s Boarding House in the City Timefram: Day 405</p>

	<p>“The BLUFF Token” Contract Address: 0x33A319A4587E82fE713F347F3f7C853080bd4409 Collection: “NIGHTfall 14 of 23”</p>	
	<p>“The CRAMP Token” Contract Address: 0x8Ec351C80FC10E709f1bE4385dDD9eC198705205 Collection: “NIGHTfall 15 of 23”</p>	
	<p>“The QUART Token” Contract Address: 0x9E7374778b8cbE97B6a88a4071Ac060F0f086C63 Collection: “NIGHTfall 16 of 23”</p>	
	<p>“The COYLY Token” Contract Address: 0x13BAAbAf314F219f709d17411F6F20FaC59A5a889 Collection: “NIGHTfall 17 of 23”</p>	
	<p>“The YOUTH Token” Contract Address: 0x0Db95Aa836369930B2681Ba85f2338cE2D6ce457 Collection: “NIGHTfall 18 of 23”</p>	
	<p>“The RHYME Token” Contract Address: 0xE129d832A1b6a0Dd68fABbe20bDff80885844291 Collection: “NIGHTfall 19 of 23”</p>	
<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 288 Tokens</p>	<p>Character: Wordler 406 Location: Worthingtonshire Club Lodge Parlour in the City Timeframe: Day 406</p>	
<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 312 Tokens</p>	<p>Character: Wordler 407 Location: Zen’s Meadow, Land of GIANTS Timefram: Day 407</p>	
<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 275 Tokens</p>	<p>Character: Wordler 408 Location: Vampire Coven HQ, Villager Refugee Camp on the Del Fenwickian Border Timeframe: Day 408</p>	
<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 332 Tokens</p>	<p>Character: Wordler 409 Location: Living quarters, Villager Refugee Camp on the Del Fenwickian Border Timefram: Day 409</p>	
<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 347 Tokens</p>	<p>Character: Wordler 410 Location: Children’s Medical Pavilion, Villager Refugee Camp on the Del Fenwickian Border Timeframe: Day 410</p>	
<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 535 Tokens</p>	<p>Character: Wordler 411 Location: Rhyme Zone Forest in the REALM Timefram: Day 411</p>	

	<p>“The BUGGY Token” Contract Address: 0xfdD53d38Df637fCc1A9a6AAa5b60773Df77fB235 Collection: “NIGHTfall 20 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 510 Tokens</p>	<p>Character: Wordler 412 Location: Subterranean living quarters, Villager Colony in the Land of GIANTS Timeframe: Day 412</p>
	<p>“The ALIEN Token” Contract Address: 0x7E7B694e8B53Fb41c7b79b9e0406561b3d6f3f87 Collection: “NIGHTfall 21 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 467 Tokens</p>	<p>Character: Wordler 413 Location: Overlook Ridge at the Del Fenwickian Border Timefram: Day 413</p>
	<p>“The SMEAR Token” Contract Address: 0xd96B691f23c1A4F2099e9C6791CD936E6941Ba8c Collection: “NIGHTfall 22 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 434 Tokens</p>	<p>Character: Wordler 414 Location: Marketplace in the City Timeframe: Day 414</p>
	<p>“The UNFIT Token” Contract Address: 0xb842C89CCa7d0463850DB186D5EA949d54441315 Collection: “NIGHTfall 23 of 23”</p>	
	<p>Blockchain: Polygon PoS Standard: ERC-721 Supply: 372 Tokens</p>	<p>Character: Wordler 415 Location: Hidden Entrance, Villager Colony in the Land of GIANTS Timefram: Day 415</p>