



## The commercial license for Star Keeper's Branch Game

### 1. Definitions

- 1.0 **"Star Keeper"** A NES Homebrew game developed by 87Arts and released on the NintendoAge game forum in 2014.
- 1.1 **"Mainline Game"** refers to the original work of the Star Keeper series and the official or officially authorized sequels. All sequels with a numbered designation are considered mainline versions, such as Star Keeper 2, Star Keeper 3, and in this protocol, the root version Star Keeper is the mainline version. In other words, within this agreement, the Mainline Game refers to the core works of the Star Keeper series, including the original version and all official or officially authorized sequels.
- 1.2 **"Branch Game"** The term refers to an additional version of the Mainline Game that is developed using resources from the Mainline Game or other sources and bears the Mainline Game's name with a subtitle. The name is composed of the mainline version's title "Star Keeper" and the subtitle, such as "Star Keeper - guardian of heaven", "Star Keeper - sun city", and so on. It should be noted that in this agreement, the mainline version name of all Branch Games must be "Star Keeper", not other versions such as the unreleased "Star Keeper 2" or "Star Keeper (N)".
- 1.3 **"Authorized NFT"** NFTs minted for the authorization of the Branch Games of the Mainline game (StarKeeper). The owner of this NFT will be granted limited permission to develop and sell Branch Games, as described in section 2.
- 1.4 **"NFT Owner(s)"** refers to an individual or entity who has purchased an Authorized NFT and has placed it in their actual control Chia DID NFT wallet. The Chia DID NFT wallet is a decentralized identity verification system based on the Chia blockchain, which can be used to store and manage NFTs as well as other digital assets. Therefore, if a person has already purchased an Authorized NFT and placed it in their actual control Chia DID NFT wallet, then they are the owner of that NFT and can transfer or trade it to others in the future.
- 1.5 **"Chia Offers"** means buying, selling or trading Chia NFTs via the Offers feature that allows buyers and sellers to seamlessly create and accept trade offers all from the privacy

of their Chia wallet. Offers allow two people who have never met to propose and complete a trade in a way that neither side can cheat and does not need escrow.

- 1.6** “Own” or “Owned” means a Chia NFT that
- (a) you originally purchased/received from 87Arts or from an NFT Marketplace;
  - or(b) purchased/received on an NFT Marketplace from a legitimate owner of that Authorized NFT;
  - or(c)purchased/received through Chia Offers from a legitimate owner of that Authorized NFT.
- 1.7** “Third Party IP” means any third-party copyrights, trademarks, patent rights (including, without limitation, patent applications and disclosures), trade secrets, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.8** “You” NFT Owner
- 1.9** “NFT #1” – “NFT #10” Authorized NFT #1-#10

## **2. License**

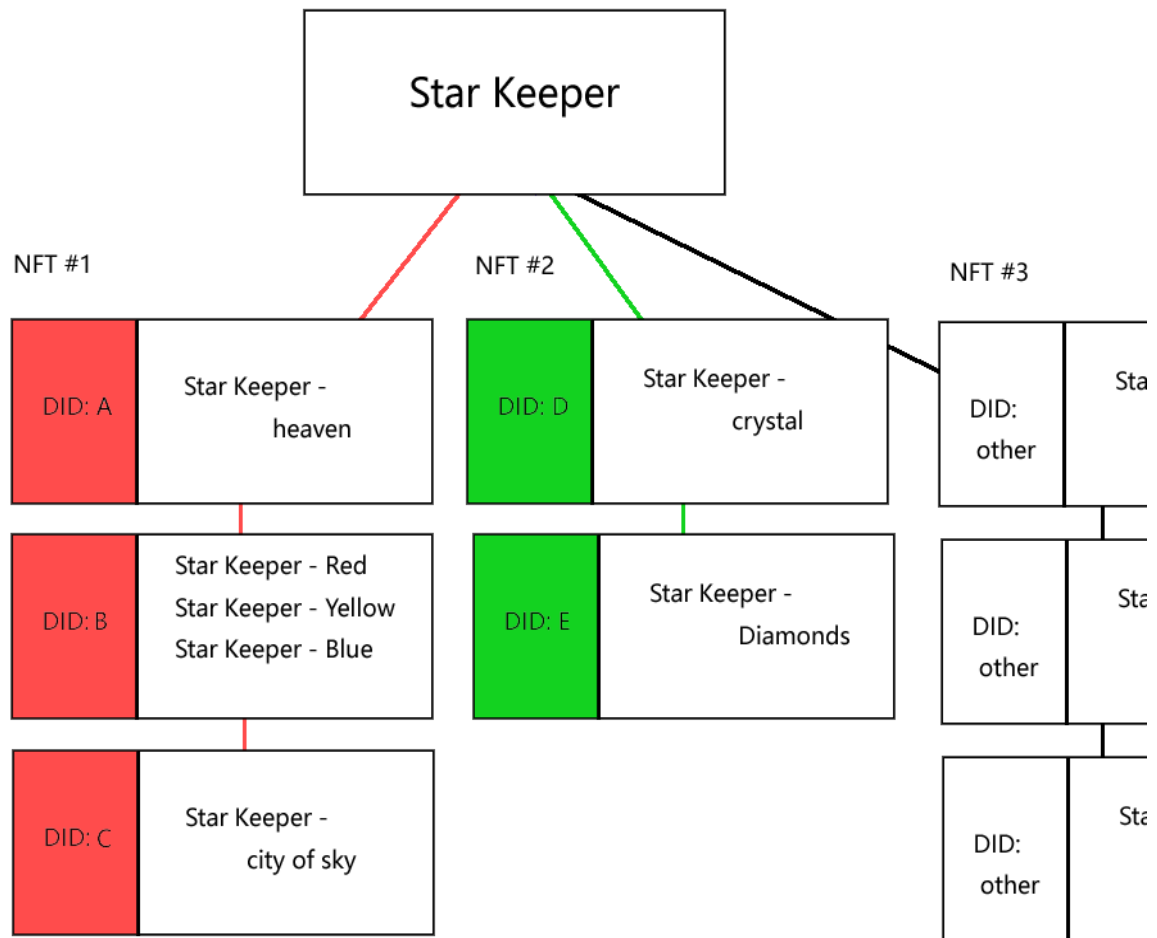
**2.1** Provided that you comply with the terms of this agreement, 87Arts hereby grants you a limited, non-exclusive license to develop, promote, and sell Branch Games of the Mainline Game (Star Keeper) globally.

**2.2** NFT Owners have the right to use all resources of the Mainline Game except for the source code, including game world view, character design, scene tiles, scene music, and all other content. All game resources are limited to software resources, excluding game card PCB circuit diagrams, chip models, circuit schematics and other files involved in hardware design.

NFT Owner also has the right to use the resources developed by Branch Games authorized through that Authorized NFT (with the same NFT ID), but this does not include the source code.

Buyers of Authorized NFTs have the right to request game development resources from sellers of Authorized NFTs. If you need resources for the Mainline Game, please contact the official 87Arts email [cn\\_87arts@yahoo.com](mailto:cn_87arts@yahoo.com).

Here is an example: Please refer to the following figure



Suppose the producer DID: A purchases **NFT #1**, then A develops the Branch Game Star Keeper-heaven using the sound and image resources of the Mainline Game. A then sells **NFT #1** to B and transfers the resources of Star Keeper - heaven to the new NFT owner B. B continues to develop three Branch Games: Star Keeper-Red, -Yellow, and -Blue, and then transfers **NFT #1** to DID: C. At this point, the game Star Keeper - city of sky developed by DID: C has the right to use all the resources of the branch games on the red authorization route, including Mainline Game, heaven, Red, Yellow, Blue. Similarly, DID: E can use all the resources of the Branch Games authorized through **NFT #2** on the green route.

2.3 NFT Owners can design Branch Games arbitrarily, such as adding levels, expanding plots, and designing new characters and scenes, in compliance with this agreement. Games can be developed using any engine. Games can use 2D or 3D , the art style and game genre are not limited.

2.4 The name of the Branch Game should consist of the Mainline Game name followed by a subtitle, for example: Star Keeper - xxxx, Star Keeper xxxxx.

2.5 NFT Owners can sell Branch Games worldwide, such as on the Steam platform. NFT Owners can release versions of the game on any terminal except for NES, such as PC, PlayStation, XBox, and Wii.

2.6 NFT Owners have the right to receive **100%** of the revenue generated by the Branch Game they (or their team) created. the revenue does not include royalties paid for purchasing the Authorized NFT.

### **3. Restrictions and Requirements**

3.1 It is prohibited to use the Star Keeper and Branch Game in connection with malicious, harmful, extremely gory, extremely offensive, or obscene images, videos, or other materials or forms of media, including any that depict hatred, intolerance, extremely violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise violate applicable laws or regulations or infringe upon the rights of others;

3.2 It is prohibited to attempt to mint, label, or create additional encrypted tokens that represent the mainline game on any platform; (such as minting NFTs using the IP of Star Keeper).

3.3 It is prohibited to use the content of the Mainline Game for any goods other than the game for commercial purposes.

3.4 It is prohibited to falsify, misrepresent, or conceal the authorship of the Mainline game or the Authorized NFT. Defaming, slandering, or otherwise damaging the reputation of the Mainline game and its creators.

3.5 It is prohibited to release any Branch Games on the NES platform.

3.6 Not copying, distributing or selling the Star Keeper Mainline Game.

3.7 Must comply with all relevant intellectual property laws and regulations, and not infringe on 87Arts' intellectual property.

3.8 It is prohibited to include obscene, extreme violent, and extreme bloody content in the Branch Games.

3.9 It is prohibited to include the names and usernames of the creators who participated in the production of the Mainline Game in the ROM, digital files, instructions, and game packaging of the Branch Game.

**3.10 The opening screen of the branch game must indicate the number of the NFT or the ID of the Chia NFT**

### **4. Ownership**

You acknowledge and agree that 87Arts (or, as applicable, its licensors) owns all legal rights, title, and interest in and to the Mainline Game (Star Keeper) , and all intellectual property rights therein.

The rights that you have in and to the Branch Game are limited to those expressly described in Section 2 of this Agreement. 87Arts (on behalf of itself and, as applicable, its licensors) reserves all other rights in and to the Mainline Game, including all copyrights in and to the Mainline Game (e.g., the right to prepare derivative works, to reproduce and make copies, to distribute, sell, or transfer, to display, to perform, and to publicly display and publicly perform).

## **5. License Term**

The license granted in Section 2 of this Agreement applies only to the extent that you continue to Own the applicable Authorized NFT. If at any time you sell, trade, donate, give away, or transfer your Authorized NFT to a new Owner through an NFT Marketplace or Chia Offers, the license granted in Section 2 shall be transferred to that new Owner, and you will have no further rights in or to the Authorized NFT or game associated with that Authorized NFT. If at any time you burn or otherwise dispose of your Authorized NFT for any reason, or sell, trade, donate, give away, or transfer your Authorized NFT other than through an NFT Marketplace or Chia Offers, the license granted in Section 2 of this Agreement will immediately expire with respect to that Authorized NFT without the requirement of notice or any further action, and you will have no further rights in or to the Authorized NFT or game associated with that Chia NFT.

## **6. Indemnification**

Indemnification You shall indemnify, defend and hold harmless 87Arts, its affiliates and licensors, and its and their respective officers, agents, directors, representatives, contractors, and employees, from and against any and all claims, suits, demands, actions, losses, liabilities, damages, judgements, penalties, fines, expenses and other costs (including reasonable attorneys' fees) arising from your breach or alleged breach of this Agreement. 87Arts will also have the right to provide our own defense additionally or alternatively at our own expense.

## **7. Limitation of Liability**

In no event will 87Arts be liable to you for any special, incidental, exemplary, indirect, punitive, or consequential damages (including loss of profits) with respect to the subject matter of this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not you have been advised of the possibility of such loss or damage. 87Arts's aggregate liability under this Agreement shall not exceed the net revenues actually received by 87Arts in connection with any transaction in which you purchased or sold your Authorized NFT. The foregoing limitation of liability shall only apply to the extent permitted by applicable law.

In no event will 87Arts be liable for any inability for you to access the MainlineGame for any reason, including as a result of any downtime, failure, obsolescence, removal, termination or other disruption relating to (a) the servers upon which the MainlineGame is stored; (b) any other NFT platform or marketplace.

## **8. Assignment**

87Arts will have the unrestricted right to assign this Agreement and to assign, subcontract, license and sublicense any or all of its rights and obligations hereunder. This Agreement (including, without limitation, the license granted hereunder) is personal to you and shall not be assigned or transferred by you, except to a new Owner of the Authorized NFT as set forth in Section 5 above. Any other attempt by you to assign, sub-license, or transfer your rights under this Agreement shall be null and void.

## **9. Dispute Resolution**

The agreement shall be governed by the laws of all countries worldwide and shall be interpreted according to those laws. 87Arts and you agree to be subject to the exclusive jurisdiction of such courts and waive any objections based upon improper venue or inconvenient forum.

Neither 87Arts nor you will seek to litigate any claims against the other on a class action or representative party basis and shall pursue any claims solely on an individual basis.

**If gamers or game collectors discover that you have seriously violated the relevant regulations in Section 3 or that there is obvious content in your Branch Game that intentionally weakens the value of both the Mainline Game and the Branch Game, causing damage to the image, reputation, and collectible value of the Mainline Game, and if the owners of Mainline Game copies and Branch Game copies believe that your behavior has harmed their interests, they have the right to file a personal or collective lawsuit against you and demand compensatory and punitive damages. The plaintiffs will receive all compensation.**

## **10. Remedies**

Your rights and remedies in the event of any breach of this Agreement are strictly limited to the right, if any, to recover damages in an action at law, and you acknowledge that your remedy of money damages is adequate. You will not be entitled by reason of any such breach, and you will not seek, any equitable relief, whether injunctive or otherwise.

## **11. Miscellaneous Terms**

This Agreement constitutes the complete understanding and agreement of you and 87Arts with respect to the games and supersedes any and all prior or contemporaneous written or oral agreements between you and 87Arts with respect to all games. Prior agreements between 87Arts and you relating to any game(s) will continue to govern those prior game(s). The language of any clause or term of this Agreement will not be construed for or against the drafter. No right or term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing and signed by you and 87Arts. Any modification or amendment to this Agreement must be made in writing and signed by you and 87Arts.

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