

BITSPIRE ECOSYSTEM — B2B MASTER LICENSE AGREEMENT

(LandBits + SurpriseMap / Bitspire Master License Agreement)

This Master License Agreement (“Agreement”) is entered into on this _____ day of _____, 202 (“Effective Date”) by and between:

PARTIES

Licensor:

Bitspire LLC

Identification Number: 404789172 Address: 12 Nikoloz Baratashvili Street / 2 Sanapiro Street, Krtsanisi District, Tbilisi 0105, Georgia Email: office.bitspire@gmail.com Phone: +995 599564870 Official Payment Checkout Portal: <https://bitspire.eu> (“Licensor”, “Bitspire”)

Licensor is the sole legal owner, developer, and global operator of the Bitspire Ecosystem, including LandBits and SurpriseMap.

Licensee:

[INSERT LICENSEE LEGAL NAME]

Registration Number: [INSERT] Tax ID / VAT Number: [INSERT] Address: [INSERT] Email: [INSERT] Phone: [INSERT] Authorized Representative: [INSERT NAME + TITLE] (“Licensee”, “Master Licensee”)

(Licensor and Licensee are referred to individually as a “Party” and collectively as the “Parties”).

1. DEFINITIONS

1.1 “**Admin Panel**” means the Licensor-provided web-based administrative back-office cloud interface (including any successor interface) allowing the operator of a Territory to configure and manage the Ecosystem locally, including without limitation: advertiser onboarding, campaign creation and approval, budget allocation, reward configuration, tile activation, localization settings, user support tools, analytics dashboards, compliance settings, and payout visibility.

1.2 “**Advertiser**” means any legal or natural person, brand, business, agency, or other entity that uses the Ecosystem (directly or through Licensee) to create, publish, fund, or run Campaigns within the Territory, including their affiliates, subcontractors, and media partners to the extent acting through the Ecosystem.

1.3 “**Affiliate**” means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party, where “control” means ownership of more than fifty percent (50%) of the voting securities or equivalent controlling interest.

1.4 “**Agreement**” means this Master License Agreement, including all schedules, annexes, addenda, and any amendments executed in writing by the Parties.

1.5 “**App Stores**” means the Apple App Store, Google Play Store, Huawei AppGallery, and any other digital distribution marketplace through which a Master Licensee Branded App / SurpriseMap App may be distributed in the Territory.

1.6 “**Authorized Users**” means Licensee’s employees, contractors, and agents who are (i) specifically authorized by Licensee to access Licensor systems for Territory operations and (ii) subject to binding confidentiality and usage obligations no less protective than those in this Agreement.

1.7 “**Brand Assets**” means trademarks, service marks, logos, trade names, brand colors, fonts, domain names, slogans, and other brand identifiers belonging to either Party.

1.8 **“Business Day”** means any day other than Saturday, Sunday, or official public holiday in Tbilisi, Georgia.

1.9 **“Campaign”** means a location-based advertising activation created through the Ecosystem where an Advertiser places one or more digital reward packages, interactive objects, promotional tasks, or brand-linked experiences on real-world coordinates visible through the SurpriseMap App (or Localized App), including all associated metadata such as territory, dates, budgets, objectives, creative content, reward logic, and analytics.

1.10 **“Campaign Budget”** means the total gross amount funded by an Advertiser for a Campaign, intended to fund the Campaign placement, user rewards, protocol-level allocations, and any other ecosystem-defined distributions.

1.11 **“Confidential Information”** means any non-public information disclosed by a Party to the other Party, whether orally, visually, electronically, or in writing, including without limitation: software, code, smart contracts, economic rules, product roadmaps, analytics, pricing methods, user data, internal processes, advertiser lists, and business plans, except information that the receiving Party can prove is (i) public through no breach, (ii) already known lawfully, or (iii) independently developed without use of Confidential Information.

1.12 **“Digital Land Registry”** means the LandBits geospatial system comprising (i) smart contracts, (ii) off-chain services, and (iii) geospatial mapping logic that together register, map, index, and manage LandUnits/LandTiles, their coordinates, ownership, trades, and revenue entitlements across the Ecosystem.

1.13 **“Documentation”** means all manuals, specifications, technical documents, user guides, API references, onboarding materials, compliance playbooks, and training resources made available by Licensor related to the Ecosystem.

1.14 **“Ecosystem”** means the integrated Bitspire Web3/SaaS solution uniting LandBits and SurpriseMap, including without limitation: (a) the LandBits Platform and Digital Land Registry; (b) the SurpriseMap App and any localized Master Licensee App builds; (c) advertiser dashboard and campaign managers; (d) Admin Panel and regional management tools; (e) smart-contract suite and token payout logic; (f) mapping and coordinate-based targeting systems; (g) APIs, SDKs, and integrations; and (h) all related Documentation and services provided by Licensor.

1.15 **“Effective Date”** means the date on which Licensee successfully completes the payment of the Master License Fee (or first installment thereof) for the Territory through Licensor’s official online portal **bitspire.eu** or via bank wire transfer.

1.16 **“End Users”** or **“Players”** means individuals who use the SurpriseMap App or Localized App to view Campaigns, explore coordinates, and redeem rewards, whether or not they hold LandUnits.

1.17 **“Force Majeure Event”** means any event beyond a Party’s reasonable control, including but not limited to natural disasters, war, terrorism, riots, pandemics, government restrictions, major internet or blockchain outages, or third-party infrastructure failures that materially prevent performance.

1.18 **“Intellectual Property Rights”** or **“IP Rights”** means all present and future rights worldwide in and to patents, copyrights, trademarks, trade secrets, database rights, moral rights, and any other proprietary rights, whether registered or unregistered.

1.19 **“LandBits Platform”** means the Licensor-owned software and protocol layer that enables the creation, minting, transfer, tracking, and utility of LandUnits and governs the participation of LandBits Tile Holders in Campaign economics.

1.20 **“LandUnit”** (or **“LandTile”**) means a standardized software unit representing a digital land grid cell mapped to an exact real-world geographic coordinate, each unit corresponding to a 10×10 meter

(100 m²) square on Earth, with associated rights and revenue entitlements defined by the Digital Land Registry and Protocol Rules.

1.21 “**LandBits Tile Holder**” means any legal or natural person holding valid ownership or software utility rights to a LandUnit in the Digital Land Registry.

1.22 “**LandBits Tile Holder Share**” means the portion of Campaign Budgets automatically allocated to LandBits Tile Holders whose coordinates are used by that Campaign, executed by the Ecosystem’s smart contracts and Protocol Rules, which may be up to thirty percent (30%) of Gross Campaign Revenue per Campaign, depending on protocol configuration.

1.23 “**Master License**” means the exclusive B2B SaaS operator right granted to Licensee under this Agreement to commercialize and operate the Ecosystem within the Territory.

1.24 “**Master License Fee**” means the fixed fee for the Territory, denominated strictly in **United States Dollars (USD)**, set by Licensor and published on Licensor’s official Price List / website (bitspire.eu), payable in advance (in full or via agreed installments) by Licensee to maintain the License.

1.25 “**Licensee Systems**” means Licensee’s local business infrastructure used to support Territory operations, including payment collection from Advertisers, CRM, support channels, marketing systems, and any local hosting approved under this Agreement.

1.26 “**Net Revenue**” (for avoidance of doubt) means any revenues remaining after smart-contract distributions; however, because the commercial model in this Agreement is fixed Master License Fee only, Net Revenue is defined for reporting clarity but not used to calculate any payment to Licensor.

1.27 “**Price List**” means Licensor’s official online list specifying: (a) Territories available for licensing; (b) Master License Fees per Territory in USD (\$); (c) installment options; and (d) renewal rules; as published on bitspire.eu and updated from time to time.

1.28 “**Protocol Rules**” means Licensor’s technical and economic system rules that govern Campaigns, reward logic, LandBits Tile Holder Share, user distributions, and smart-contract execution, as updated by Licensor and automatically enforced on-chain or via backend logic.

1.29 “**Renewal / Installment Due Date**” means each scheduled payment date on which the next Master License Fee or installment must be paid in advance to avoid suspension or termination.

1.30 “**Smart Contracts**” means the blockchain-based executable code deployed or controlled by Licensor to implement the Digital Land Registry, Campaign allocation rules, token payout flows, and coordinate tracking.

1.31 “**SurpriseMap App**” means Licensor’s official mobile application providing users with map-based Campaign discovery, interaction, and redemption functionality, including any functional successor or replacement app.

1.32 “**Territory**” means the specific country or region licensed to Licensee on an exclusive B2B basis, selected by Licensee and confirmed in Schedule A, together with any included sub-regions, cities, or coordinate boundaries.

1.33 “**Territory Exclusivity**” means Licensor’s commitment not to grant another master operator license for the same Territory, as long as Licensee remains in good standing and fully paid.

1.34 “**Token**” means any blockchain-based digital asset supported by the Ecosystem for Campaign budgets, rewards, or distributions, including USDC or any stablecoin approved by Licensor.

1.35 “**USDC**” means USD Coin or a stablecoin functionally equivalent and expressly approved by Licensor for use in payouts.

1.36 **“Localized Master App”** means the localized, rebranded mobile application build of the SurpriseMap App for use in the Territory under Licensee's local brand, distributed through App Stores.

1.37 **“Master License Brand”** means Licensee's chosen local brand identity applied to the Localized Master App and Territory marketing, including logos, name, and design theme, subject to Licensor's compliance rules.

1.38 **“Withdrawal / Payout”** means any token transfer from Campaign Budgets to End Users or LandBits Tile Holders executed through Smart Contracts, settled in USD/USDC.

2. GRANT OF MASTER LICENSE

2.1 **License Grant.** Subject to Licensee's continuous compliance with this Agreement and uninterrupted, timely payment of the Master License Fee, Licensor hereby grants to Licensee a limited, exclusive, revocable, non-transferable B2B SaaS Master License during the Term to operate the Ecosystem within the Territory. The Master License includes the right to: (a) **Deploy and Operate:** Access, deploy, configure, and operate the LandBits Platform, Digital Land Registry functions relevant to the Territory, SurpriseMap App localized builds, Admin Panel, advertiser dashboard, and all related tools necessary to run the Ecosystem locally; (b) **Commercialize Campaigns:** Market, sell, administer, and manage Campaigns to Advertisers within the Territory, including Campaign onboarding, pricing, configuration, moderation, analytics reporting, and advertiser account servicing; (c) **User and Tile Holder Activation:** Onboard, support, and grow End Users and LandBits Tile Holders within the Territory, including marketing campaigns and local partnerships, provided no ownership claims over LandUnits are made by Licensee; (d) **Master License Branding:** Rebrand the SurpriseMap App and relevant Ecosystem interfaces in the Territory under Licensee's local brand, including localized UI/UX themes, logos, language packs, and domain presence, subject to Section 9 (Branding & Localization) and Schedule D; (e) **Localization & Territory Configuration:** Translate, localize, and configure the Ecosystem for the Territory (languages, currencies, regulatory disclaimers, local categories, map layers, customer support channels), using Licensor's Documentation and configuration tools; (f) **End-User Terms:** Publish Territory-specific End User and Advertiser terms of use under Licensee's brand, provided such terms do not conflict with Protocol Rules, smart-contract logic, Master Terms of Use, or this Agreement; (g) **Territory Marketing:** Use Licensor-approved Ecosystem descriptions and value propositions for local promotion, including describing the integration between LandBits coordinates and location-based ad media.

2.2 **Exclusivity Conditioned on Payment.** Licensor shall not grant another master operator license for the same Territory so long as: (a) Licensee is in good standing under this Agreement; and (b) Licensee pays the Master License Fee (or scheduled installment) in advance on or before each Due Date without interruption. If either condition fails, exclusivity automatically suspends under Section 2.8 and Licensor may license the Territory to third parties without liability.

2.3 **Reservation of Rights.** All rights not expressly granted to Licensee are reserved by Licensor. Without limitation, Licensor retains exclusive rights to: (a) global protocol governance and Smart Contracts; (b) Digital Land Registry architecture and rules; (c) all Ecosystem IP Rights; (d) licensing of other Territories; (e) direct relationships with LandBits Tile Holders outside the Territory; (f) global brand and ecosystem positioning.

2.4 **No Ownership Transfer.** The License does not transfer any ownership interest in: (a) the Ecosystem or any component thereof; (b) the Digital Land Registry; (c) LandUnits or coordinates; (d) Smart Contracts; or (e) any Licensor Brand Assets. Licensee obtains only a conditional right of use during continuous paid compliance.

2.5 **Permitted End-User Sublicensing (Limited).** Licensee may grant Advertisers and End Users a limited right to access and use the Localized SurpriseMap App and Campaign features solely as end-

users. Licensee may not sublicense, delegate, or assign platform-operator rights to any third party without Licensors prior written consent.

2.6 Prohibited Uses. Licensee shall not, and shall not allow any third party to: (a) reverse engineer, decompile, disassemble, copy, or create derivative works of any Ecosystem software or Smart Contracts; (b) bypass, alter, or interfere with smart-contract payout logic, LandBits Tile Holder Share distribution, or Protocol Rules; (c) operate outside the Territory or target users/advertisers outside the Territory without Licensors written approval; (d) represent itself as owner, inventor, or licensor of the Ecosystem or LandBits/SurpriseMap protocols; (e) register trademarks, domains, or app listings that are identical or confusingly similar to Licensors Brand Assets; (f) use the Ecosystem for illegal, deceptive, or prohibited Campaigns as per Schedule E; (g) sell, assign, pledge, or otherwise transfer the License to any other person or entity.

2.7 License Activation. The Master License shall be deemed activated when: (a) Licensee selects a Territory via Licensors official checkout portal **bitspire.eu** or executes a written order form; (b) Licensee pays the Master License Fee (or first scheduled installment) in advance in USD (\$); and (c) Licensors confirms activation electronically or in writing.

2.8 AUTOMATIC SUSPENSION UPON NON-PAYMENT (NEXT-DAY 00:00 CET PROTOCOL).

If Licensee fails to pay any Master License Fee or scheduled installment by the Due Date:

(a) The Master License and Territory Exclusivity automatically suspend at 00:00 CET on the calendar day immediately following the Due Date without requiring formal demand or notice;

(b) Licensee immediately loses the right to operate, market, publish campaigns, or represent the Ecosystem in the Territory during suspension; (c) Licensors shall restrict Admin Panel access and disable Territory Campaign publishing.

2.9 AUTOMATIC TERMINATION & TOTAL FORFEITURE (7-DAY CURE WINDOW). If non-payment continues for **seven (7) calendar days** following the automatic suspension date: (a) This Agreement and the Master License automatically terminate without further notice; (b) Territory Exclusivity permanently reverts to Bitspire LLC, and Licensors may immediately reassign or re-license the Territory to a third party; (c) **ALL PREVIOUSLY PAID MASTER LICENSE FEES, DEPOSITS, AND INSTALLMENTS SHALL BE PERMANENTLY FORFEITED TO BITSPIRE LLC WITHOUT REFUND, CREDIT, OR DEDUCTION.**

2.10 Reactivation Criteria. Licensors may, at its sole discretion, allow reactivation after suspension if:

(a) Licensee pays all outstanding Master License Fees and accrued interest/penalties; and (b) Licensors confirms the Territory has not been permanently reassigned to a third party. Licensors has no obligation to restore exclusivity after a payment lapse.

2.11 Priority of Protocol Rules. Licensee acknowledges that Protocol Rules and Smart Contract execution may evolve. Where Protocol Rules conflict with Licensee local terms or business preferences, Protocol Rules prevail for ecosystem integrity, security, and payout fairness.

3. TERRITORY & EXCLUSIVITY

3.1 Definition of Territory. (a) The Territory licensed under this Agreement is the specific country, region, or state selected by Licensee through Licensors checkout portal **bitspire.eu** and confirmed in Schedule A ([INSERT TERRITORY NAME]). (b) The Territory may be defined as a National Market (entire country) or a Regional Market (sub-national region or multi-country cluster). (c) The Territory is exclusive to Licensee only for the duration of continuous paid compliance.

3.2 Territory Boundaries and Interpretation. (a) Where the Territory is a country, its boundaries are interpreted according to internationally recognized sovereign borders. (b) Where the Territory is a sub-national region (e.g., "Bavaria", "Texas", "China East"), the included provinces, cities, or coordinate

zones are exactly as defined in Schedule A, and no implied extension is permitted. (c) If a boundary dispute exists in the physical world, Licensor may designate the applicable operational boundary for platform purposes to preserve Digital Land Registry stability.

3.3 Exclusivity Grant. (a) Licensor grants Licensee Territory Exclusivity, meaning Licensor will not appoint or license another master operator for the same Territory during any period in which Licensee remains fully paid and compliant. (b) Exclusivity is strictly conditional and automatically lapses immediately upon suspension or termination under Sections 2.8–2.9.

3.4 Non-Interference with Global Protocol. Licensee acknowledges that the Ecosystem is global by default. Territory Exclusivity does not restrict: (a) LandUnit ownership or trading by non-Territory holders on global marketplaces; (b) global registry operations and protocol updates; (c) viewing of global map layers outside the Territory; (d) Licensor's right to maintain universal protocol rules and smart-contract execution.

3.5 Cross-Territory Campaign Targeting. (a) Licensee may only sell, manage, or publish Campaigns that target coordinates inside the Territory. (b) Campaigns that include multiple Territories require separate licenses for those Territories, unless Licensor approves a unified multi-territory campaign structure in writing. (c) Licensee may not solicit advertisers for campaigns clearly intended to target another Territory.

3.6 Inquiries from Global / Multi-Country Advertisers. (a) If Licensor receives an inquiry from a global advertiser wishing to run campaigns within Licensee's Territory, Licensor will: (i) refer the advertiser to Licensee, or (ii) invite Licensee to participate in the proposal. (b) If Licensee fails to respond within 15 Business Days, Licensor may proceed directly with the advertiser for that campaign only to prevent loss of the opportunity. (c) Any such campaign executed directly by Licensor shall still respect LandBits Tile Holder Share logic inside the Territory.

3.7 Territory Reassignment after Lapse. If Licensee's License is suspended or terminated due to payment default, Licensor may reassign or re-license the Territory immediately to any third party without liability or obligation to Licensee.

3.8 No Encroachment / No Shadow Operations. Licensee shall not: (a) operate or market a Localized App outside the Territory; (b) use a domain, social profile, or branding that implies operation outside the Territory; (c) accept Campaign Budgets for coordinates outside the Territory; (d) attempt to "proxy" or route non-Territory advertisers through Territory campaigns.

3.9 Territory Compliance Responsibility. (a) Licensee bears full responsibility for compliance inside the Territory, including advertising laws, privacy requirements, consumer protection, and local restrictions on digital promotions. (b) Licensor provides the protocol layer and tools; Licensee ensures lawful local operation.

3.10 Territory-Specific Localization Rights. (a) Licensee may localize and adapt only for its Territory, including: language, currency display, local categories, support channels, and marketing voice. (b) Localization must not alter protocol-level payout logic, LandBits coordinate mapping rules, or smart-contract execution.

3.11 Territory Registry Integrity. Licensee shall not knowingly create or permit any action that undermines Territory registry accuracy, including: (a) falsifying coordinate assignments; (b) manipulating Campaign reporting; or (c) encouraging advertisers to evade LandBits Tile Holder Share.

3.12 Change of Territory Scope. Licensee may request expansion (additional countries/regions) only by purchasing separate Territory licenses or an approved bundle on **bitspire.eu**.

4. TERM & DURATION

4.1 Fixed Term or Recurring Duration. This Agreement enters into force on the Effective Date and shall continue for the fixed period specified in Schedule A (e.g., 12 Months) or on a recurring monthly renewal basis ("Term"), contingent upon continuous payment execution.

4.2 Renewal Mechanics. (a) Master License rights are maintained on a period-by-period basis. (b) For each operational period, Licensee must pay the applicable Master License Fee (or installment) in advance via **bitspire.eu** or direct SEPA/SWIFT bank wire. (c) Each successful payment extends the Term for the corresponding paid period.

4.3 Payment Due Date and Time of Essence. (a) The Due Date is specified in Schedule A or checkout invoice. (b) Time is strictly of the essence for all payment obligations. (c) Missed payments immediately trigger automatic suspension under Section 2.8.

4.4 Automatic Suspension for Non-Payment. If Licensee fails to pay the Master License Fee by the Due Date, the License automatically suspends at **00:00 CET on the next day** without notice.

4.5 Automatic Termination for Continued Default. If Licensee does not cure non-payment within seven (7) calendar days after suspension, the Agreement and License automatically terminate under Section 2.9, resulting in permanent forfeiture of all previously paid funds and loss of Territory rights.

4.6 Termination for Cause. Either Party may terminate this Agreement for cause under Section 21, including material breach, registry integrity threats, or prohibited campaign activity.

4.7 Effect of Termination on Active Campaigns. Upon termination: (a) active campaigns may be wound down in an orderly manner; (b) smart-contract distributions already triggered must be finalized; and (c) Licensee must stop onboarding new advertisers or users.

4.8 Survival. Sections 1, 5, 6, 13, 18, 19, 20, and 22 survive termination or expiry.

5. MASTER LICENSE FEE, APPROVED CHANNELS & CHARGEBACK PENALTY PROTOCOL

5.1 Universal USD Base Currency. All Master License Fees, installment schedules, invoices, valuations, and accounting records across the Bitspire Ecosystem are strictly denominated, billed, and settled in **United States Dollars (USD - \$)**.

5.2 Approved Payment Execution Channels.

Licensee shall execute all Master License Fee payments through one of the following official channels:

1. **Single Lump-Sum Card Payment:** Executed online via credit/debit card on **bitspire.eu**;
2. **Scheduled Card Installment Plan:** Executed online via an agreed recurring card installment plan on **bitspire.eu**;
3. **SEPA / SWIFT Corporate Bank Wire Transfer:** Executed directly to Bitspire LLC's official bank account detailed in Schedule A.

5.3 Price List Governs Fees. The exact Master License Fee applicable to the Territory is determined by Licensor's official Price List on **bitspire.eu** in effect at checkout or order execution (\$[INSERT FEE IN USD] USD).

5.4 Payment Timing & Time of Essence. Licensee must complete payment on or before each Due Date. Any transaction failure, bank delay, or chargeback is treated as non-payment for enforcement purposes.

5.5 No Set-Off or Withholding. Licensee shall pay all Master License Fees without set-off, counterclaim, deduction, or withholding. If withholding is required by local tax law, Licensee shall gross-up the payment so Licensor receives the full USD amount.

5.6 Fee Updates. Licensor may update the Price List for future renewal periods upon notice. Continued payment constitutes acceptance.

5.7 Absolute Non-Refundable Policy.

In strict accordance with Section 20 of the Master Terms of Use and the Refund Policy, **ALL MASTER LICENSE FEES—WHETHER PAID IN FULL OR VIA SCHEDULED INSTALLMENTS—ARE STRICTLY FINAL, FULLY EARNED, AND 100% NON-REFUNDABLE FROM THE EXACT MOMENT PAYMENT AUTHORIZATION OCCURS.**

5.8 LIQUIDATED CHARGEBACK DISPUTE PENALTY (\$250.00 USD).

(a) Licensee explicitly and irrevocably waives any right to file an unauthorized credit card chargeback, payment reversal, or merchant dispute with its bank or card issuer;

(b) If Licensee breaches this waiver and initiates an unauthorized chargeback or payment reversal, Licensee agrees to pay Bitspire LLC a fixed administrative penalty fee of **Two Hundred Fifty United States Dollars (\$250.00 USD)** per disputed transaction;

(c) Licensee shall also reimburse Bitspire LLC for all associated acquiring bank dispute charges and external legal fees incurred to defeat the unauthorized claim.

5.9 Taxes. Master License Fees exclude local VAT, sales tax, or corporate duties, which shall be borne entirely by Licensee.

6. COMMERCIAL MODEL, REVENUE FLOW & ABSOLUTE \$0.00 USD YIELD DISCLAIMER

6.1 Territory Commercial Autonomy. Licensee operates the Ecosystem commercially within the Territory at its own risk and benefit. Licensee is solely entitled to commercial proceeds generated from Advertisers, retaining **eighty-five percent (85%) to ninety-five percent (95%)** of net campaign revenues generated after automated protocol allocations. Licensor receives NO revenue share, royalty, or percentage from local ad sales.

6.2 Campaign Budget Collection. Licensee is the commercial counterparty to Advertisers in the Territory and collects Campaign Budgets under its local terms.

6.3 Protocol-Controlled Budget Waterfall.

Upon Campaign activation inside the Ecosystem, the Campaign Budget is allocated in the following strict order executed automatically via Smart Contracts:

1. **LandBits Tile Holder Share (Protocol-Level, First Priority);**
2. **End User Reward Pool (Protocol-Level, As Configured);**
3. **Mandatory System / Blockchain Execution Costs;**
4. **Residual Territory Amount retained by Licensee (85%–95%).**

6.4 LandBits Tile Holder Share Priority (Up to 30%). For every Campaign running on coordinates inside the Territory, the Ecosystem automatically calculates and distributes **up to thirty percent (30%)** of qualifying campaign budgets directly in USD/USDC to verified LandBits Tile Holders. Licensee shall not delay, block, or attempt to bypass this allocation.

6.5 End User Reward Pool. Rewards for End Users (gift boxes, vouchers, coupons) are funded from Campaign Budgets as configured by Advertisers.

6.6 ABSOLUTE \$0.00 USD YIELD DISCLAIMER.

LICENSEE EXPRESSLY AGREES THAT IT SHALL NOT MARKET, PROMOTE, OR REPRESENT THE ECOSYSTEM, LANDBITS UNITS, OR MASTER LICENSES AS INVESTMENTS, SECURITIES, FINANCIAL PRODUCTS, PASSIVE INCOME CONTRACTS, OR YIELD-BEARING ASSETS. LICENSEE EXPLICITLY ACKNOWLEDGES THAT VARIABLE AD PERFORMANCE DISTRIBUTIONS ARE STRICTLY PERFORMANCE-BASED AND ARE **EXACTLY \$0.00 USD IF NO ACTIVE ADVERTISING CAMPAIGNS RUN OVER SPECIFIC COORDINATES.**

6.7 Audit Rights for Protocol Integrity. Licensor may audit Territory campaign logs solely for protocol integrity and payout correctness, not for commercial revenue participation.

7. LICENSOR OBLIGATIONS

7.1 Provision of the Ecosystem Core Technology.

Licensor shall make available to Licensee, for the duration of continuous paid compliance: (a) the LandBits Platform and Digital Land Registry components necessary for Territory operation; (b) the SurpriseMap App build pipeline and/or Localized Master App binaries; (c) the Admin Panel and advertiser dashboard access for Territory administration; (d) Smart Contracts and on-chain services that execute LandBits coordinate ownership logic and payout flows; and (e) related Documentation and configuration tools. Licensor may provide these through Licensor-hosted cloud infrastructure, licensed access, or other deployment models described in Schedule C.

7.2 Territory Activation and Enablement.

Upon Licensee's first successful Master License Fee payment (Effective Date), Licensor shall: (a) activate Licensee's exclusive Territory rights in Licensor systems; (b) enable Territory-specific access in the Admin Panel; (c) provide baseline localization/configuration settings for the Territory (language pack slots, currency display options, default compliance fields); and (d) confirm to Licensee that the Territory is live or ready for go-live subject to Section 10.

7.3 Maintenance of Digital Land Registry Integrity.

Licensor shall: (a) operate and maintain the global Digital Land Registry and coordinate-mapping architecture; (b) ensure that LandUnits remain uniquely mapped to real-world 10×10 meter coordinate squares; (c) maintain registry rules for ownership, transfers, trading, and entitlements; and (d) implement registry updates to preserve accuracy, scalability, and fraud resistance.

7.4 Smart Contract Operation and Upgrades.

Licensor shall: (a) deploy, maintain, and update Smart Contracts that manage: (i) LandUnit minting and coordinate ownership state; (ii) Campaign targeting validation; (iii) LandBits Tile Holder Share calculations; (iv) End User reward logic; and (v) USDC payout execution; (b) provide reasonable notice to Licensee of major Smart Contract upgrades that may affect Territory operations; and (c) ensure that Smart Contract upgrades are backward compatible where reasonably possible.

7.5 Core Platform Updates and Improvements.

(a) Licensor may continuously develop and improve the Ecosystem, including new features, UI improvements, mapping layers, analytics, security patches, and scaling upgrades. (b) Licensor shall make such updates available to Licensee as part of the License, without additional fee, unless Licensor introduces an optional premium module. (c) Licensor will not be liable for Licensee's inability to use old versions if updates are mandatory for security or protocol integrity.

7.6 Hosting, Availability, and SLA (Licensor-Hosted Components).

Where Licensor hosts any part of the Ecosystem: (a) Licensor shall use commercially reasonable efforts to maintain continuous service availability; (b) target uptime and maintenance windows are specified in Schedule C; (c) Licensor may perform planned maintenance, including emergency upgrades, which may temporarily reduce availability; (d) Licensor is not responsible for downtime caused by: (i) public blockchain congestion/outages; (ii) third-party infrastructure failures beyond Licensor control; (iii) Licensee's local systems, integrations, or modifications; or (iv) Force Majeure Events.

7.7 Support Services (Second-Line).

(a) Licensor shall provide second-line technical support to Licensee for Licensor-provided components, meaning issues that Licensee cannot resolve locally after basic troubleshooting. (b) Support channels (ticketing, email, or messaging) and response targets are defined in Schedule C. (c) Licensor is not required to provide direct user or advertiser support in the Territory; that responsibility belongs to Licensee (Section 8).

7.8 Training and Onboarding Assistance.

Licensor shall provide Licensee with: (a) initial onboarding documentation; (b) training sessions (remote or recorded) covering: Admin Panel usage, campaign setup logic, compliance tooling, fraud prevention basics, localization controls, and payout visibility; (c) reasonable follow-up Q&A support during the first implementation period. The exact number of included sessions/hours may be stated in Schedule C.

7.9 Security, Anti-Fraud, and Ecosystem Protection.

Licensor shall implement and maintain: (a) global anti-fraud mechanisms at the protocol level to protect LandBits Tile Holder Share and reward fairness; (b) global monitoring for suspicious on-chain patterns affecting payouts; (c) security updates addressing vulnerabilities affecting the Ecosystem. Licensor may require urgent updates or restrictions if ecosystem integrity is threatened.

7.10 Brand and Protocol Governance.

Licensor shall retain and exercise sole authority over: (a) Protocol Rules and their evolution; (b) global ecosystem economic parameters (including LandBits Tile Holder Share ranges, system allocations, and payout methods); (c) core product roadmap; and (d) global reputation and brand positioning of LandBits / SurpriseMap / Bitspire. Licensor will consider Licensee feedback in good faith but is not obligated to adopt it.

7.11 No Commercial Responsibility for Territory Success.

Licensee acknowledges and agrees that Licensor: (a) does not guarantee advertiser demand, user adoption, revenue, or profitability in the Territory; (b) is not responsible for Licensee's local marketing, sales strategy, or operational execution; (c) does not provide financing, minimum revenue guarantees, or buy-back protections unless separately agreed in writing.

7.12 No Liability for Licensee Commercial Agreements.

Licensor is not a party to Licensee's local advertiser or user contracts and shall not be liable for disputes, refunds, or representations made by Licensee in the Territory.

7.13 Right to Suspend for Integrity Threats.

Notwithstanding continuous payment, Licensor may suspend Licensee's access or Territory operation temporarily if: (a) Licensee activity threatens registry accuracy, payout logic, or protocol security; (b) Licensee knowingly permits prohibited or illegal campaigns; or (c) Licensor is legally required to suspend to protect the Ecosystem. Suspension under this clause shall be proportionate and lifted once the threat is cured.

7.14 Communications and Notices.

Licensor shall provide Licensee with operational notices relevant to the Territory, including: (a) major protocol changes; (b) critical security incidents affecting Territory operation; and (c) policy updates that materially impact campaign compliance or payout mechanics.

8. LICENSEE OBLIGATIONS

8.1 Territory Operator Role.

Licensee acknowledges and agrees that it is the exclusive local B2B operator of the Ecosystem in the Territory and shall be fully responsible for all Territory-level commercial, operational, and regulatory activities, including advertiser acquisition, campaign delivery, user growth, and local support.

8.2 Continuous Renewal and Good Standing.

(a) Licensee shall maintain uninterrupted payment of the Master License Fee (or installments) as required by Section 5. (b) Licensee shall remain in good standing under this Agreement at all times. (c) Licensee understands that exclusivity and operational rights exist only while Licensee is continuously fully paid and compliant.

8.3 Advertiser Acquisition and Commercialization.

Licensee shall: (a) actively source, onboard, and manage Advertisers in the Territory; (b) develop local pricing, campaign packages, and sales strategies; (c) educate Advertisers on Campaign mechanics, map-based placements, reward options, and interaction flows; (d) ensure Campaign Budgets are collected and confirmed before Campaign activation; and (e) bear all Territory commercial risk and cost.

8.4 Advertiser Verification (KYC / Due Diligence).

(a) Licensee shall perform reasonable advertiser onboarding checks to ensure that each Advertiser: (i) is a legitimate legal entity or verified individual; (ii) operates lawfully in the Territory; (iii) is not sanctioned, blacklisted, or engaged in fraud; and (iv) is not promoting prohibited content. (b) Licensee shall maintain records of advertiser verification for a minimum of 3 years and provide proof to Licensor upon integrity-related request. (c) Licensee is solely responsible for compliance with any Territory AML/KYC or advertising certification laws applicable to advertisers.

8.5 Campaign Creation, Moderation, and Approval.

Licensee shall: (a) review and approve all Campaigns targeting the Territory before publication; (b) ensure that Campaigns comply with: (i) Territory laws; (ii) this Agreement; (iii) Schedule E (Prohibited Content); and (iv) Protocol Rules; (c) reject or require modifications to Campaigns that: (i) contain illegal or misleading claims; (ii) violate consumer protection rules; (iii) include offensive/harmful content; or (iv) attempt to bypass protocol allocations; (d) maintain a documented internal moderation process; and (e) remove or suspend Campaigns immediately if later found non-compliant.

8.6 Territory Compliance Responsibility.

(a) Licensee is fully responsible for legal and regulatory compliance in the Territory, including without limitation: advertising standards and consumer law; promotional / lottery / prize regulations for rewards; privacy and data protection (e.g., GDPR-like rules); e-commerce and digital services rules; marketing communications rules; and any licensing or disclosure obligations related to Web3/NFT/stablecoin usage locally. (b) Licensee shall implement mandatory local disclaimers, category restrictions, or reward limitations as required by law. (c) If local law conflicts with Protocol Rules, Licensee must immediately notify Licensor and cooperate on a lawful operational configuration.

8.7 Localization and Master License Implementation.

Licensee shall: (a) localize the SurpriseMap App and dashboards into Territory languages; (b) ensure translations preserve the meaning of Licensor's Documentation and safety rules; (c) configure local

currency displays, categories, help flows, and onboarding steps; (d) ensure that localization does not alter core protocol logic, smart-contract execution, or Digital Land Registry rules; (e) keep local UI/UX quality consistent with Schedule D.

8.8 Territory Marketing and Growth.

Licensee shall: (a) execute local marketing campaigns to attract Advertisers, End Users, and LandBits Tile Holders; (b) build partnerships with agencies, local brands, or distribution channels; (c) avoid any marketing that misrepresents the Ecosystem's technology, ownership, or revenue promises; (d) not promise fixed returns, guaranteed profits, or investment outcomes on behalf of the Ecosystem or Licensor.

8.9 Customer Support (First-Line).

(a) Licensee shall provide first-line support to Advertisers and End Users in the Territory, including: onboarding help; campaign setup guidance; reward redemption issues; fraud reports; local compliance questions. (b) Licensee shall maintain a support channel in the Territory language(s). (c) Issues attributable to Licensor's core tech may be escalated to Licensor as second-line support under Section 7.7.

8.10 Fraud Prevention and User Safety.

Licensee shall: (a) monitor local Campaign and user activity for fraud, abuse, or reward exploitation; (b) enforce anti-fraud controls provided by the Ecosystem; (c) promptly investigate suspicious patterns (e.g., GPS spoofing, bot farming, fake redemptions); (d) report material integrity threats to Licensor within 48 hours; (e) cooperate with Licensor's integrity audits under Section 6.7.

8.11 Protection of Digital Land Registry Integrity.

Licensee shall not: (a) manipulate LandUnit coordinate data; (b) create "ghost campaigns" to siphon rewards; (c) interfere with LandBits Tile Holder Share execution; (d) attempt to override Protocol Rules; (e) encourage advertisers to avoid tile-based payouts. Any such act is a material breach and grounds for immediate suspension/termination.

8.12 App Store and Distribution Responsibilities.

(a) Unless otherwise agreed, Licensee is responsible for publishing and maintaining the Localized App in local App Stores under its brand. (b) Licensee shall ensure App Store listings comply with store policies, local law, and Licensor's disclosure requirements. (c) Licensee shall keep Licensor informed of any removal threats, compliance notices, or store policy conflicts.

8.13 Subcontractors and Delegation.

(a) Licensee may use subcontractors (marketing agencies, sales reps, support vendors) to perform Territory obligations. (b) Licensee remains fully liable for subcontractor actions. (c) Licensee shall ensure subcontractors are bound by confidentiality and compliance obligations consistent with this Agreement.

8.14 Data and System Handling.

Licensee shall: (a) securely store and process any advertiser or user data it collects off-chain; (b) follow reasonable security standards for its local systems; (c) not export or misuse Licensor's Confidential Information or software; (d) notify Licensor within 72 hours of any data breach affecting Territory operations.

8.15 Non-Competition with Licensor in Other Territories.

Licensee shall not represent itself as operator outside the Territory and shall not attempt to sell or market Master License rights or platform-operator services for non-Territory areas.

8.16 Reputation and Brand Protection.

Licensee shall: (a) operate the Territory in a professional manner that does not damage Licensor's reputation or the global Ecosystem; (b) avoid partnerships or campaigns that would reasonably be considered harmful to the Bitspire / LandBits / SurpriseMap ecosystem; (c) immediately remove misleading marketing upon Licensor's reasonable request.

8.17 Operational Continuity.

Licensee shall maintain adequate staffing and operational readiness to fulfill Territory duties, including at minimum: (a) a Territory manager / responsible officer; (b) a sales/advertiser acquisition function; (c) a customer support function; and (d) a compliance contact.

8.18 Notification Duty.

Licensee must promptly notify Licensor of: (a) major Territory regulatory changes affecting operations; (b) any enforcement or governmental inquiry tied to campaigns or rewards; (c) material fraud/risk incidents; (d) any event that could impair Licensee's ability to operate or renew.

9. MASTER LICENSE BRANDING & LOCALIZATION RULES

9.1 Right to Local Master Branding.

Subject to continuous compliance with this Agreement, Licensor grants Licensee the right to operate the Ecosystem in the Territory under Licensee's local brand, including rebranding of: (a) the SurpriseMap App into a Localized Master App; (b) the advertiser dashboard and campaign manager interface exposed to Territory advertisers; (c) Territory-facing onboarding flows, help center content, and support messaging; and (d) Territory marketing materials referencing the Ecosystem.

9.2 Scope of Permitted Branding Changes.

Licensee may modify and localize the Territory-facing look and feel, including: (a) app name, icon, splash screen, and UI theme; (b) color palettes, typography, and layout elements; (c) local domain name(s) and landing pages; (d) local social channels; (e) local advertising sales materials; (f) translations of in-app text, onboarding, and notifications; and (g) local customer support identity. All such changes must remain within the technical constraints of the Ecosystem and must not degrade usability or security.

9.3 Mandatory Protocol Attribution / Integrity Notices.

(a) Licensee acknowledges that the Ecosystem is powered by Licensor's protocol and Smart Contracts. (b) Licensor may require that certain core protocol attribution notices remain visible in the Localized App and/or dashboards, including but not limited to: (i) "Powered by Bitspire" / "Powered by LandBits Protocol" indicators; (ii) network disclaimers; and (iii) stablecoin payout notices. (c) Such attribution requirements (if any) will be specified in Schedule D, and Licensee must comply to avoid App Store policy risk and user deception.

9.4 Prohibited Branding Uses.

Licensee shall not: (a) claim ownership of the Ecosystem, LandBits Platform, SurpriseMap App, Smart Contracts, or Digital Land Registry; (b) represent itself as the inventor, protocol owner, or global licensor of the system; (c) remove or alter required protocol attribution notices in breach of Schedule D; (d) deploy branding that is misleadingly similar to Licensor's global Brand Assets outside the authorized scope; (e) use the local brand to market competing digital land registries or map-based ad protocols in a way that causes confusion about ownership; (f) register trademarks or app names that could impair Licensor's global IP or the operation of other Territories.

9.5 Brand Quality Standards.

(a) Licensee must ensure that all local branding remains professional, non-deceptive, and consistent with a high-quality consumer app and advertising platform. (b) Branding must not include offensive, illegal, discriminatory, or politically extremist imagery or messages. (c) Licensor may request removal or modification of branding that materially harms ecosystem reputation; Licensee shall comply within 10 Business Days.

9.6 Localization Rules and Limitations.

(a) Licensee may translate and localize Territory-facing content, including: UI strings; onboarding flows; reward descriptions; help articles; advertiser policy texts; compliance disclaimers. (b) Localization must preserve the substantive meaning of Licensor's safety, protocol, and payout rules. (c) Licensee shall not localize in a way that: (i) contradicts Protocol Rules; (ii) changes economic logic; (iii) misstates LandUnit ownership or entitlements; (iv) promises guaranteed profits or fixed returns; or (v) hides stablecoin / blockchain use from users.

9.7 Local Legal Disclosures.

(a) Licensee is responsible for adding Territory-required disclosures (consumer, advertising, promotional-prize rules, data privacy notices). (b) Licensee must configure these disclosures through Licensor-provided tools so they appear clearly to users and advertisers. (c) If a disclosure requirement conflicts with Protocol Rules, Licensee must notify Licensor immediately and cooperate to implement a lawful solution.

9.8 App Store Publication and Naming Rules.

(a) Unless otherwise agreed, the Localized App is published under Licensee's developer accounts in local App Stores. (b) Licensee must ensure that App Store listing text: (i) is accurate; (ii) complies with store policies; (iii) does not misrepresent ownership; (iv) includes any protocol attribution required by Schedule D; and (v) avoids prohibited claims (e.g., "guaranteed earnings"). (c) If App Stores require technical or legal modifications to remain listed, Licensee must notify Licensor, and the Parties will cooperate in good faith.

9.9 Approval and Review of Branding.

(a) Licensee shall submit the initial brand package to Licensor before first public launch, including: app name and icon; UI theme; primary marketing pages; onboarding text; advertiser pitch deck. (b) Licensor will review for protocol integrity, reputation risk, and user deception risk. (c) Approval shall not be unreasonably withheld; however, Licensor may require changes if branding: (i) implies Licensor ownership transfer; (ii) violates Schedule D; (iii) creates legal or App Store risk; or (iv) harms ecosystem reputation. (d) Post-launch, Licensee may make routine branding updates without fresh approval, provided they remain compliant.

9.10 IP Ownership of Branding.

(a) Licensee retains ownership of its local Brand Assets. (b) Licensee grants Licensor a limited, non-exclusive, worldwide, royalty-free license to use local Brand Assets only for: (i) displaying Territory operator lists; (ii) ecosystem maps showing licensed Territories; (iii) cross-promotion of Territories; and (iv) transition/step-in operations if Licensee lapses. (c) This license survives termination solely to allow truthful historical references and transition support.

9.11 Transition and Brand Removal Upon Suspension/Termination.

(a) Upon suspension (Section 2.8), Licensee must pause public campaigns that rely on local branding if Licensor reasonably requests, to prevent user confusion. (b) Upon termination (Section 2.9 or Section 21): (i) Licensee must stop using all Licensor Brand Assets immediately; (ii) Licensee must remove branding from app listings and marketing within 15 Business Days; (iii) Licensee must not represent

itself as operator in the Territory; (iv) Licensor may appoint a new operator and rebrand the Territory without restriction.

9.12 No Effect on LandBits Tile Holders or Global Identity.

Licensee acknowledges that local branding affects only Territory-facing presentation, and does not alter: (a) the global identity or ownership of LandUnits; (b) the Digital Land Registry structure; (c) Smart Contract payout logic; or (d) Licensor's right to maintain unified protocol standards worldwide.

10. ONBOARDING, DEPLOYMENT & GO-LIVE

10.1 Implementation Purpose.

This Section governs the practical onboarding and launch of the Master License Ecosystem in the Territory, including technical deployment, configuration, branding, localization, testing, and public release.

10.2 Implementation Kickoff.

(a) Within 10 Business Days after the Effective Date, the Parties shall initiate an onboarding kickoff in which Licensor provides Licensee with the required access credentials, documentation, and baseline configuration instructions. (b) The kickoff may be performed remotely and may include recorded walkthroughs, checklists, and training sessions.

10.3 Access Provisioning.

Licensor shall provide Licensee with: (a) Admin Panel access for Authorized Users; (b) advertiser dashboard access features enabled for the Territory; (c) Localized App build access (build pipeline, binaries, or branded templates); (d) Documentation necessary for Territory configuration; and (e) access to any localization tools, language slots, and compliance-disclaimer modules.

10.4 Territory Configuration Phase.

Licensee shall configure the Territory within Licensor systems, including: (a) selection and activation of Territory boundaries in Admin Panel; (b) locale settings (primary language(s), secondary language(s) if any); (c) local currency display preferences (informational only; on-chain payouts remain USDC); (d) default Campaign categories and local advertiser verticals; (e) user onboarding preferences (reward types, tutorial steps, permissible interactions); (f) local legal disclosures and privacy notices; (g) support contact configuration (email, chat, hotline, etc.); (h) any required local moderation flags or content filters.

10.5 Branding & Localization Delivery.

(a) Licensee shall prepare and submit initial brand components as per Section 9.9, including: app name and icon, splash/loading screens, color theme and UI identity, marketing landing page, onboarding copy, advertiser sales terminology. (b) Licensee shall also complete translations into Territory language(s). (c) Licensor shall review branding for protocol integrity and store-policy risk, and may request reasonable changes (Section 9.9).

10.6 Localized App Build & Packaging.

(a) Licensor shall provide the technical method for generating the Localized App, which may include: (i) Licensor-managed build pipeline producing branded binaries; or (ii) a Licensee-managed build process using Licensor-provided templates. (b) The Parties will confirm the build approach in writing or via Admin Panel configuration.

10.7 App Store Developer Accounts.

(a) Unless otherwise agreed, Licensee is responsible for publishing the Localized App in App Stores using Licensee's own developer accounts. (b) Licensee shall ensure App Store listings comply with: App

Store rules and review guidelines, Territory law, Schedule D disclosure requirements, and prohibited claim restrictions (no guaranteed earnings, no deceptive ownership claims). (c) Licensor shall reasonably assist if App Stores request protocol-related clarifications.

10.8 Pre-Launch Testing (“Acceptance Testing”).

Before public Go-Live, Licensee shall conduct Acceptance Testing covering at minimum: (a) Registry Accuracy Tests: random sampling of LandUnits and coordinate mapping inside the Territory; (b) Campaign Creation Tests: creation of test campaigns, budget funding validation, targeting validation; (c) Reward Redemption Tests: user discovery and redemption flows, eligibility rules, anti-fraud triggers; (d) Payout Tests: verification that LandBits Tile Holder Share and user rewards execute correctly in USDC; (e) Localization Tests: language correctness, text overflow, cultural formatting, legal disclaimer display; (f) Store Compliance Tests: App Store listing compliance (age ratings, prize disclosures, crypto text rules); (g) Operational Tests: advertiser onboarding, moderation queues, support ticket flow.

10.9 Acceptance Criteria.

Testing is considered passed if: (a) no critical registry or payout errors exist; (b) Campaigns can be created and published without bypassing Protocol Rules; (c) LandBits Tile Holder Share triggers correctly for mapped tiles; (d) reward redemption works without systemic exploitation; and (e) localization and legal disclosures render clearly. Non-critical UI or translation defects do not block Go-Live if Licensee accepts them in writing.

10.10 Go-Live Trigger.

The Territory is deemed officially “Go-Live” when any one of the following occurs: (a) the Localized App is publicly available in at least one App Store and accepts real users; or (b) the first real (non-test) Advertiser Campaign targeting the Territory is activated; or (c) Licensee begins public marketing of the Ecosystem in the Territory.

10.11 Licensee Responsibility for Go-Live Timing.

(a) Licensee controls the commercial Go-Live date and launch strategy. (b) Licensor is not liable for delays caused by Licensee branding readiness, staffing, App Store review queues, or local compliance barriers.

10.12 Post-Launch Stabilization Period.

(a) For the first 30 days after Go-Live, the Parties shall cooperate to stabilize operations and address technical issues. (b) Licensee shall report any material defects affecting: payouts, campaign publishing, registry integrity, or fraud protection. (c) Licensor shall use reasonable efforts to patch core defects attributable to Licensor systems.

10.13 Launch Suspension Right for Integrity Risk.

Licensor may require Licensee to postpone or pause Go-Live if Licensor reasonably determines that: (a) registry accuracy is materially compromised; (b) payout logic is malfunctioning; (c) local branding is deceptive or legally risky; or (d) fraud vulnerabilities would materially harm the Ecosystem. Such suspension shall be proportionate and lifted when risk is cured.

10.14 Effect of Non-Payment During Deployment.

(a) If Licensee fails to execute required payments during deployment (Section 2.8), all onboarding and deployment support is automatically paused. (b) Any Go-Live rights or exclusivity are suspended until renewal/payment is restored. (c) Licensor is not obligated to preserve Territory exclusivity during a payment lapse.

10.15 No Transfer of Deployment Ownership.

All deployment tools, pipelines, and core infrastructure remain Licensor property. Licensee receives only usage rights during continuous paid compliance.

11. TECHNOLOGY, HOSTING & SECURITY

11.1 Ecosystem Architecture Overview.

(a) The Ecosystem consists of a hybrid on-chain / off-chain architecture including Smart Contracts, Digital Land Registry services, mapping layers, Admin Panel services, advertiser dashboards, and mobile applications. (b) Licensee acknowledges that certain components are inherently global and protocol-controlled, and therefore cannot be modified or isolated per Territory.

11.2 Hosting Model.

(a) **Default Model — Licensor Hosting:** Unless otherwise stated in Schedule C, Licensor hosts and operates the core protocol infrastructure, including Smart Contracts interfaces, registry backends, global mapping engines, and the default Campaign distribution system. (b) **Optional Local Hosting:** Where Licensor expressly approves in writing and specifies in Schedule C, Licensee may host certain Territory-facing services (e.g., localized landing pages, local CRM integrations, support tooling). (c) Licensee shall not self-host or mirror Licensor core services without explicit approval.

11.3 Service Availability and Uptime Targets.

(a) For Licensor-hosted components, Licensor will use commercially reasonable efforts to meet the uptime targets set in Schedule C. (b) Uptime targets exclude downtime caused by: (i) public blockchain network congestion or outage; (ii) third-party infrastructure failures beyond Licensor's control; (iii) Licensee systems, scripts, integrations, or modifications; (iv) App Store outages or review delays; (v) Force Majeure Events. (c) Licensor may perform planned maintenance; Licensor will provide reasonable advance notice when practicable.

11.4 Territory Configuration Safety.

(a) Licensee may only change Territory settings through approved Admin Panel controls and localization modules. (b) Licensee may not modify or override any security-critical parameters, including: payout logic; tile ownership resolution; protocol allocation rules; fraud detection core thresholds. (c) Any attempt to bypass or alter these via external tools is prohibited.

11.5 Access Control and Credential Management.

(a) Licensor will provide access only to Authorized Users designated by Licensee. (b) Licensee must ensure that all Authorized Users: (i) use strong passwords and, where available, multi-factor authentication; (ii) do not share credentials; (iii) access only from secure devices; (iv) are promptly offboarded when no longer required. (c) Licensee is responsible for all activity performed through its credentials.

11.6 Security Standards (Licensee Duties).

Licensee shall maintain minimum security standards for its Territory operations, including: (a) secure handling of advertiser and user data collected off-chain; (b) malware protection and device hardening for support/admin devices; (c) secure storage of API keys, wallet credentials, or integration tokens; (d) access logging and internal approval controls for Campaign publication; (e) incident response capability (Section 11.11). Failure to meet reasonable security standards that threatens protocol integrity is grounds for suspension.

11.7 Smart Contract and Blockchain Security.

(a) Licensor is solely responsible for Smart Contract security, upgrades, and correctness. (b) Licensee acknowledges Smart Contracts are immutable once deployed, except as replaced through upgrade

mechanisms governed by Licensor. (c) Licensee must not attempt to deploy substitute contracts, wrappers, proxies, or forks for Territory use.

11.8 Data Security and Encryption.

(a) Licensor will apply industry-standard encryption in transit and at rest for Licensor-hosted systems, as defined in Schedule C. (b) Licensee shall apply equivalent encryption practices for any Licensee-hosted systems or databases holding Territory data. (c) Licensee must not store sensitive user wallet private keys or seed phrases under any circumstances.

11.9 Backups and Disaster Recovery.

(a) Licensor maintains backups and disaster recovery processes for Licensor-hosted components. (b) Licensee must independently back up any local systems it operates, including advertiser records, CRM data, marketing assets, and localized content. (c) Licensor is not liable for loss of Licensee local data.

11.10 Third-Party Integrations.

(a) Licensee may integrate approved third-party systems (CRM, analytics, local payment processors) into its Territory workflows. (b) Integrations must not: (i) access or scrape Licensor core services outside documented APIs; (ii) alter smart-contract outcomes; (iii) create security vulnerabilities; or (iv) misrepresent protocol data. (c) Licensee remains liable for third-party integration security and compliance.

11.11 Incident Handling and Notification.

(a) A Security Incident includes unauthorized access, data breach, malware compromise, campaign fraud affecting payouts, or any event likely to harm registry integrity. (b) Licensee must notify Licensor within: 24 hours for critical incidents affecting payouts or registry integrity; 72 hours for other material incidents. (c) Licensee shall cooperate with Licensor to investigate and mitigate incidents, including providing logs and relevant metadata.

11.12 Fraud and Abuse Prevention Controls.

(a) Licensee shall use Ecosystem-provided fraud prevention tools (e.g., GPS spoofing detection, abnormal redemption alarms, advertiser abuse flags). (b) Licensee must actively monitor Territory dashboards for suspicious behavior. (c) If fraud materially affects LandBits Tile Holder Share or user rewards, Licensee must immediately suspend the relevant Campaign(s) and inform Licensor.

11.13 Prohibited Technical Actions.

Licensee shall not: (a) reverse engineer, decompile, disassemble, or copy Ecosystem components; (b) attempt to access Licensor systems via unsupported endpoints; (c) inject scripts, bots, or automation intended to manipulate Campaign metrics or payouts; (d) interfere with registry synchronization; (e) publish Campaigns via unofficial tooling; (f) enable any “reward farming” loops or artificial user activity.

11.14 Performance and Load Management.

(a) Licensor will scale core infrastructure to support expected global load. (b) Licensee must not initiate abnormal automated load or stress that degrades platform performance. (c) Licensor may throttle or temporarily block Territory traffic if required to protect global stability.

11.15 Compliance with App Store and OS Security Rules.

(a) Licensee must ensure Localized App builds comply with App Store security policies, OS permission frameworks, and privacy declarations. (b) If App Stores require changes impacting protocol presentation, Licensee shall notify Licensor and cooperate to implement compliant text/UI.

11.16 Suspension for Security Risk.

Licensor may suspend Licensee's access or Territory operations (even if fees are paid) if Licensor reasonably determines that Licensee's systems or actions present a material risk to: (a) Smart Contract security; (b) Digital Land Registry integrity; (c) payout fairness; (d) global ecosystem reputation; or (e) user/advertiser safety. Licensor will lift suspension once risk is cured.

12. DATA OWNERSHIP, PRIVACY & ANALYTICS

12.1 Data Categories.

For the purpose of this Agreement, data generated or processed through the Ecosystem is grouped into the following categories: (a) **Protocol Data:** on-chain and off-chain data necessary for operating the global Ecosystem, including Smart Contract state, LandUnit ownership records, coordinate mappings, Campaign execution logs, reward distribution logs, and protocol-level analytics; (b) **Territory Operational Data:** data created by Licensee in the course of Territory operations, including advertiser CRM records, sales pipelines, Territory marketing data, customer support tickets, local pricing metadata, and local business performance reports; (c) **End User Data:** data relating to individual users of the Localized App / SurpriseMap App in the Territory, including user profiles, device identifiers, geolocation interaction events, redemption history, wallet addresses, and reward eligibility records; (d) **Advertiser Data:** data relating to advertisers and campaigns in the Territory, including advertiser onboarding information, billing details, campaign creatives, campaign targeting, budgets, and performance metrics.

12.2 Ownership of Protocol Data.

(a) All Protocol Data is and remains the exclusive property of Licensor. (b) Licensee receives only a limited right to access Protocol Data to the extent necessary to operate the Territory. (c) Licensee shall not export, replicate, scrape, or commercialize Protocol Data outside the Territory operational purpose.

12.3 Ownership of Territory Operational Data.

(a) Territory Operational Data is owned by Licensee. (b) Licensor has no ownership claim over Licensee's internal CRM, local pricing models, sales strategies, or advertiser margin data. (c) Licensee grants Licensor a limited, non-exclusive right to access Territory Operational Data only where required for: (i) protocol integrity audits (Section 6.7); (ii) security incident investigation (Section 11.11); (iii) step-in/transition operations (Section 21); or (iv) compliance with mandatory law.

12.4 Ownership of End User and Advertiser Data.

(a) End User Data and Advertiser Data are jointly involved in protocol operation. Ownership and control are therefore divided by function: Licensor owns the protocol-layer records (e.g., on-chain redemption and payout logs, registry entitlements). Licensee owns the local commercial relationship layer (e.g., advertiser contracts, billing records, support history, marketing segmentation). (b) Both Parties shall treat End User Data and Advertiser Data as Confidential Information.

12.5 Data Controller / Processor Roles.

(a) Each Party acts as an independent data controller for the personal data it determines the purposes and means of processing. (b) Where Licensor processes personal data on behalf of Licensee strictly for protocol operation (e.g., smart-contract triggered events reflected in backend tools), Licensor acts as a data processor for that limited purpose. (c) The Parties may execute a separate Data Processing Addendum ("DPA") if required by law.

12.6 Privacy Law Compliance.

(a) Licensee is responsible for ensuring that Territory operations comply with applicable privacy and data protection laws in the Territory (including GDPR-like rules where applicable). (b) Licensee must ensure that its End User Terms and privacy notices clearly disclose: geolocation usage and purpose; wallet address processing; redemption tracking; stablecoin reward distribution; sharing of necessary protocol

data with Licensor systems. (c) Licensor will provide baseline privacy-supporting tools (consent flows, deletion requests routing, anonymization modules) where technically feasible.

12.7 Geolocation Data Handling.

(a) End User geolocation interactions are essential for Campaign redemption and fraud prevention. (b) Licensee must ensure users provide lawful consent to geolocation processing under Territory law. (c) Geolocation logs used for protocol integrity and payout fairness may be stored and analyzed by Licensor in anonymized or pseudonymized form.

12.8 Data Minimization and Purpose Limitation.

(a) Each Party shall process personal data only to the minimum extent necessary for its legitimate purposes under the Ecosystem. (b) Licensee shall not use protocol-level user redemption or location data for unrelated profiling or resale. (c) Licensor shall not use Territory-specific advertiser relationship data to compete commercially in the Territory.

12.9 Analytics and Aggregated Data.

(a) Licensor may generate and use aggregated, anonymized analytics derived from Protocol Data to improve the global Ecosystem, including fraud patterns, global campaign performance models, and map-density insights. (b) Licensee may generate local analytics for Territory business purposes. (c) Neither Party may attempt to re-identify anonymized data.

12.10 Data Sharing Between Parties.

(a) Data sharing shall occur only through approved Ecosystem interfaces or documented APIs. (b) Licensor may access minimizing views of Territory campaign data for integrity monitoring. (c) Licensee may access protocol-level analytics dashboards for Territory operations. (d) Any sharing beyond these purposes requires written agreement.

12.11 User Data Requests (Access / Deletion / Portability).

(a) Licensee is the primary point of contact for End User data requests in the Territory. (b) Licensee shall handle requests within legally required timelines. (c) Where a request requires protocol-layer action (e.g., anonymizing off-chain logs tied to wallet addresses), Licensee may escalate to Licensor, and Licensor shall provide reasonable assistance. (d) Licensee acknowledges that on-chain data cannot be deleted, but may be rendered inaccessible or anonymized where feasible.

12.12 Data Security Obligations.

(a) Licensor secures Licensor-hosted systems under Section 11. (b) Licensee secures all local systems and any exported data it holds, including CRM and billing records. (c) Each Party shall maintain appropriate technical and organizational measures to prevent unauthorized access.

12.13 Data Breach Notification.

(a) If Licensee becomes aware of a data breach affecting End User Data or Advertiser Data in the Territory, Licensee shall notify Licensor within 72 hours, or faster if local law requires. (b) If Licensor becomes aware of a breach within Licensor systems affecting the Territory, Licensor shall notify Licensee within 72 hours. (c) The Parties shall cooperate in good faith on investigation, mitigation, and legally required user/regulator notices.

12.14 Cross-Border Transfers.

(a) Licensee acknowledges that certain data may be processed on Licensor infrastructure located outside the Territory. (b) Licensee shall ensure its privacy notices and user consents lawfully cover such cross-border transfers. (c) Licensor shall use commercially reasonable safeguards for cross-border processing.

12.15 Data Retention.

(a) Licensor retains Protocol Data as long as required for protocol operation and legal compliance. (b) Licensee retains local advertiser and user-support data per Territory law, but not less than 3 years for advertiser verification purposes (Section 8.4). (c) Upon termination, Licensee shall stop new data collection through the Ecosystem; historic protocol data remains with Licensor.

12.16 Effect of Suspension/Termination on Data Access.

(a) During suspension, Licensee's Admin Panel access may be limited; protocol-layer data remains intact. (b) Upon termination, Licensee loses access to Licensor systems, except that Licensor may provide a limited export of Territory advertiser/campaign metadata if required for transition or legal compliance. (c) Licensee must not retain or use post-termination any copied Protocol Data.

13. INTELLECTUAL PROPERTY OWNERSHIP & RIGHTS

13.1 Licensor Ownership of Core IP.

(a) Licensee acknowledges that all Intellectual Property Rights in and to the Ecosystem are and shall remain exclusively owned by Licensor (Bitspire LLC), including without limitation: (i) the LandBits Platform; (ii) the Digital Land Registry architecture and mapping logic; (iii) the SurpriseMap App and all underlying codebases; (iv) Smart Contracts and protocol rules; (v) APIs, SDKs, and developer tooling; (vi) databases, analytics models, fraud-prevention logic; (vii) system documentation and training materials; and (viii) Licensor Brand Assets (LandBits, SurpriseMap, Bitspire names and trademarks). (b) No provision of this Agreement transfers any ownership interest in the foregoing to Licensee.

13.2 Licensee Limited Right of Use.

(a) Licensee receives a limited, conditional, revocable right to use Licensor IP only as necessary to operate the Ecosystem within the Territory under continuous paid compliance. (b) The right of use automatically ends upon suspension or termination. (c) Licensee shall not use Licensor IP outside the Territory or for any competing purpose.

13.3 Master License Brand Ownership.

(a) Licensee retains ownership of its local Brand Assets, including local brand name, logos, slogans, domain names, local UI themes, and marketing identity created independently by Licensee. (b) Nothing in this Agreement prevents Licensee from using its own brand outside the Ecosystem, provided that such use does not imply Licensor ownership transfer or cause confusion.

13.4 Licensee Localization Materials.

(a) All translations, localized text, local onboarding copy, territory-specific help content, and UI adaptations created by Licensee ("Localizations") remain owned by Licensee. (b) Licensee grants Licensor a perpetual, worldwide, royalty-free, transferable license to use, reproduce, and adapt Localizations solely for the purposes of: (i) maintaining coherent global Ecosystem quality; (ii) supporting cross-Territory consistency; (iii) step-in or transition operations if Licensee lapses; and (iv) enabling future replacement licensees to continue lawful Territory operation. (c) Licensor will not use Licensee Localizations to compete commercially with Licensee during valid exclusive renewal, except as needed for integrity or transition.

13.5 Territory Marketing Materials.

(a) Marketing materials created by Licensee for Territory commercialization (pitch decks, ads, landing pages, sales scripts) are owned by Licensee. (b) Licensee may incorporate Licensor trademarks only in compliance with Schedule D and Section 9.

13.6 Feedback and Suggestions.

(a) If Licensee provides suggestions, feedback, feature requests, or improvement ideas to Licensor regarding the Ecosystem ("Feedback"), Licensee grants Licensor an irrevocable, worldwide, royalty-free right to use and implement such Feedback without restriction or obligation. (b) Feedback does not create any ownership, compensation, or co-development rights for Licensee.

13.7 Developed Improvements and Derivatives.

(a) Licensee shall not develop derivative works of Licensor core components (software, smart contracts, registry engines) without Licensor's prior written consent. (b) If Licensor expressly authorizes Licensee to develop a specific extension or integration that modifies the Ecosystem core, then: (i) such modification shall be deemed Licensor IP, unless the Parties agree otherwise in writing; and (ii) Licensee assigns to Licensor all rights in and to such modification upon creation. (c) Licensee retains ownership of standalone local integrations that do not modify core protocol IP (e.g., CRM connectors, local payment checkout wrappers), provided they do not contain Licensor source code.

13.8 No Reverse Engineering / No Extraction.

Licensee shall not, and shall not allow any third party to: (a) reverse engineer, decompile, disassemble, or attempt to derive source code from any Licensor-provided component; (b) copy or recreate system logic, payout algorithms, or mapping engines; (c) extract databases or scrape Protocol Data to build a competing product; (d) deploy substitute smart contracts intended to mimic or replace Licensor contracts.

13.9 Trademark Use and Protection.

(a) Licensee may use Licensor trademarks only to the extent permitted by this Agreement and Schedule D. (b) Licensee shall not register or attempt to register Licensor trademarks, confusingly similar marks, or domain variants outside the authorized scope. (c) Licensee shall promptly notify Licensor of any third-party infringement or misuse discovered in the Territory.

13.10 App Source and Ownership Notice.

(a) Licensee shall ensure that Localized App branding and store listings do not imply that Licensee owns the underlying protocol or registry. (b) Any required "powered by" or protocol attribution notices must remain per Schedule D.

13.11 IP Protection Duty.

Licensee shall: (a) maintain confidentiality of Licensor IP, Documentation, and non-public technical materials; (b) take reasonable steps to prevent unauthorized copying or access; (c) ensure Authorized Users are bound by confidentiality and usage restrictions.

13.12 IP Rights Upon Suspension or Termination.

(a) Upon suspension, Licensee shall immediately cease any new use of Licensor trademarks and may be required to pause local branding to avoid confusion. (b) Upon termination, Licensee shall: (i) stop using all Licensor IP and Brand Assets immediately; (ii) remove Licensor references from marketing within 15 Business Days; (iii) uninstall or destroy any Licensor-provided confidential binaries or Documentation except retained solely for legal recordkeeping; (iv) not represent itself as operator of the Ecosystem in the Territory.

13.13 No Implied Licenses.

No implied or estoppel-based license arises from this Agreement. All rights are expressly limited to what is written here.

14. COMPLIANCE, PROHIBITED CONTENT & CAMPAIGN RULES

14.1 General Compliance Duty.

(a) Licensee shall ensure that all Territory operations, Campaigns, Advertiser relationships, End User interactions, and reward activities comply with all applicable laws and regulations in the Territory. (b) This includes, without limitation: advertising law, consumer protection law, prize/lottery regulations, data privacy law, e-commerce law, digital services rules, anti-fraud statutes, and any local restrictions relating to Web3 or stablecoin-based rewards. (c) Licensee is solely responsible for obtaining any local registrations, permits, or approvals required to operate a digital advertising and reward platform in the Territory.

14.2 Protocol Rules vs. Local Law.

(a) Licensee acknowledges that Campaign economics and payout flows are executed under Protocol Rules and Smart Contracts. (b) If a conflict arises between Protocol Rules and mandatory Territory law, Licensee shall: (i) notify Licensors in writing within 5 Business Days; (ii) propose a lawful operational configuration; and (iii) cooperate with Licensors to implement a compliant solution. (c) Licensee may not unilaterally alter protocol logic. Any lawful workaround must be implemented via approved configuration tools or Licensors-deployed protocol updates.

14.3 Advertiser Content Responsibility.

(a) Licensee is the first-line gatekeeper for all Advertiser content in the Territory. (b) Licensee shall review Campaign creatives, reward description text, landing pages, QR codes, NFT metadata, and any embedded links for compliance before Campaign approval. (c) Licensee shall maintain written moderation guidelines and keep evidence of compliance decisions for at least 3 years.

14.4 Mandatory Territory Disclosures.

Licensee shall ensure that Campaign and app-level disclosures required by Territory law are presented clearly, including where applicable: (a) advertising identification (“sponsored”, “advertisement”, etc.); (b) prize/reward terms and eligibility; (c) stablecoin payout / blockchain usage notices; (d) age restrictions; (e) health or financial disclaimers; (f) data privacy notices for geolocation; and (g) any other mandatory consumer warnings.

14.5 Prohibited Content Categories (Absolute Ban).

Licensee shall reject and remove any Campaign that includes or promotes any of the following, even if such content might be lawful in some jurisdictions, unless Licensors explicitly allows a narrowly tailored exception in writing: (a) Illegal goods or services, including counterfeit products, stolen goods, or trafficking-related items; (b) Weapons, explosives, or instructions to obtain them illegally; (c) Hate, harassment, discrimination, or extremist propaganda; (d) Pornographic or sexually explicit content, except lawful, age-gated adult-industry promotions approved case-by-case and only if Territory law permits; (e) Child sexual content or exploitation (zero tolerance); (f) Fraudulent schemes, pyramid schemes, ponzi-like offers, or misleading “get rich” ads; (g) Deceptive investment claims implying guaranteed returns from LandUnits, tokens, or any financial product; (h) Malware, phishing, or data-harvesting links; (i) Violent or graphic content intended to shock or harm; (j) Unlicensed gambling promotions or illegal betting; (k) Controlled substances / narcotics promotions where illegal or unlicensed; (l) Sanctioned entities or campaigns violating international sanctions, where applicable in Territory law.

14.6 Restricted Content Categories (Conditional Approval).

The following categories may be allowed only if Territory law permits and Licensee applies strict controls: (a) Alcohol — must be age-gated, legally licensed, and include Territory health warnings where required; (b) Tobacco / vape products — only if lawful, age-gated, and in compliance with strict marketing standards; (c) Medical / pharmaceutical claims — only with proof of licensing and compliant health disclaimers; (d) Financial services / crypto products — only with lawful licensing, no guaranteed return claims, and full risk disclosures; (e) Political or advocacy content — only if lawful, non-extremist, and

clearly labeled; (f) Dating/relationship apps — only if lawful and non-exploitative; (g) Competitions / sweepstakes / lotteries — only if permitted and structured to comply with prize laws. Licensee must keep documentary proof supporting legality for any restricted category.

14.7 No Guaranteed Earnings / No Misleading Economic Promises.

(a) Licensee shall ensure that no Campaign, marketing message, or advertiser creative promises fixed or guaranteed income to users or LandBits Tile Holders. (b) Phrases such as “guaranteed profit”, “fixed return”, “risk-free earnings”, or equivalent are prohibited. (c) Campaigns may describe reward mechanics or typical outcomes only if accurate, non-misleading, and compliant with local law.

14.8 Campaign Reward Rules.

(a) All rewards must be described clearly, including redemption conditions, limitations, expiration, and any geographic constraints. (b) Rewards must not be structured to exploit minors or vulnerable groups. (c) If the reward constitutes a regulated prize or lottery under Territory law, Licensee must ensure compliance with all required registrations, tax handling, or disclosures. (d) Rewards may include: real prizes, discount codes, NFTs, vouchers, or digital interactions, provided they are lawful and not deceptive.

14.9 User Safety & Location-Based Conduct.

(a) Licensee shall not approve Campaigns that encourage users to enter unsafe locations, trespass, violate traffic rules, or engage in dangerous conduct. (b) If a Campaign is near restricted areas (airports, military zones, private property, hazardous sites), Licensee must require relocation or disable the placement. (c) Licensee shall act on credible safety complaints within 24 hours.

14.10 Campaign Placement Integrity.

(a) Campaigns must target valid coordinates inside the Territory and map correctly to LandUnits. (b) Licensee must not approve campaigns that attempt to mis-target or overlay coordinates to bypass LandBits Tile Holder Share. (c) Any intentional displacement or spoofed targeting is fraud and grounds for immediate suspension.

14.11 Compliance Review Process.

Licensee shall maintain a compliance review workflow including: (a) advertiser verification (Section 8.4); (b) content category screening (14.5–14.6); (c) creative accuracy checks and disclosure insertion (14.4, 14.7); (d) reward legality analysis (14.8); (e) placement safety review (14.9); (f) final approval logging and timestamping.

14.12 Takedown / Removal Procedure.

(a) Licensee must immediately remove or suspend any Campaign that is later found to violate this Agreement, Protocol Rules, or Territory law. (b) Removal may include disabling rewards, hiding map objects, or preventing redemption. (c) Licensee shall notify the Advertiser with the reason, and document the action.

14.13 Licensor Emergency Removal Right.

Licensor may directly disable, hide, or remove any Campaign (even during valid compliance) if Licensor reasonably believes that the Campaign: (a) threatens Smart Contract integrity or payout fairness; (b) violates the absolute prohibited list in 14.5; (c) creates serious legal or reputational risk to the global Ecosystem; or (d) involves fraud at scale. Licensor will inform Licensee as soon as practicable.

14.14 Regulatory Inquiries and Cooperation.

(a) If a regulator, law-enforcement body, or government agency contacts Licensee concerning the Ecosystem, Campaigns, rewards, or user safety, Licensee shall notify Licensor within 5 Business Days

(or sooner if urgent). (b) Licensee shall cooperate in good faith to respond lawfully, provided that no confidential protocol IP is disclosed without Licensor consent unless legally compelled.

14.15 Recordkeeping.

Licensee shall keep accurate records for at least 3 years concerning: (a) advertiser onboarding and verification; (b) Campaign approvals/rejections and reasons; (c) restricted category compliance evidence; (d) takedown actions; (e) consumer complaints and resolutions; (f) any regulatory communications.

14.16 Material Breach for Compliance Failures.

Any of the following constitutes a material breach: (a) knowingly approving prohibited content; (b) allowing fraudulent campaigns to run after notice; (c) interference with LandBits Tile Holder Share; (d) systematic failure to comply with Territory law; (e) repeated safety violations leading to user harm; (f) deceptive marketing about ownership or guaranteed earnings. Material breach triggers Licensor's rights to suspend/terminate regardless of payment status.

15. SUPPORT, UPDATES, TRAINING & OPERATIONAL COOPERATION

15.1 Support Model Overview.

(a) The Parties acknowledge a two-tier support structure: (i) **First-Line Support** is provided by Licensee to Advertisers and End Users in the Territory; (ii) **Second-Line Support** is provided by Licensor to Licensee for issues relating to Licensor-provided core Ecosystem components. (b) Licensor does not provide direct customer service to Territory Advertisers or End Users unless expressly agreed in writing.

15.2 Licensor Second-Line Support Obligations.

Licensor shall provide Licensee with second-line technical support for Licensor-provided components, including: (a) Admin Panel availability and functional errors; (b) Smart Contract execution issues (payout failures, registry mismatches, protocol bugs); (c) core mapping and LandUnit coordinate resolution errors; (d) global Campaign distribution logic failures; (e) security vulnerabilities and patch guidance; (f) defects in official Localized App binaries or build pipeline attributable to Licensor. Support is limited to the scope of Licensor technology and does not include Licensee's local systems, integrations, or commercial processes.

15.3 Licensee First-Line Support Obligations.

Licensee shall provide first-line support in the Territory, including: (a) advertiser onboarding, campaign setup help, and creative troubleshooting; (b) local billing, invoicing, refunds, and payment disputes with Advertisers; (c) user onboarding, reward redemption questions, and app usage assistance; (d) local compliance inquiries and consumer complaints; (e) fraud reports and local safety issues; (f) escalation triage and issue classification before submitting to Licensor.

15.4 Support Channels and Response Standards.

(a) Licensor will maintain official support channels for Licensee (email: office.bitspire@gmail.com, ticketing, or messaging), defined in Schedule C. (b) Licensee shall use these channels for escalations and provide sufficient diagnostic detail. (c) Target response times (if any) are described in Schedule C and are commercially reasonable efforts, not strict guarantees.

15.5 Issue Classification and Escalation Workflow.

(a) Licensee must classify issues before escalation, at minimum as:

- **Severity 1 (Critical):** payout logic, registry integrity, security breaches, platform-wide downtime;

- **Severity 2 (Major):** campaign publishing failures, widespread redemption bugs, App Store blocking;
- **Severity 3 (Minor):** UI issues, translation problems, non-blocking errors. (b) Escalations to Licensor must include: (i) time of occurrence; (ii) screenshots/logs; (iii) affected campaign IDs / coordinates / wallet addresses (if relevant); (iv) steps to reproduce; (v) impact assessment. (c) Licensee shall keep Licensor informed of resolution status and user/advertiser communications.

15.6 Mandatory Platform Updates.

(a) Licensor may release platform updates, including new features, bug fixes, security patches, and Protocol Rule upgrades. (b) Security and integrity updates are mandatory. Licensee must implement or accept such updates within 30 days (or sooner if Licensor designates an emergency window). (c) Failure to implement mandatory updates that materially risks protocol integrity or App Store compliance may result in suspension under Section 11.16 or termination for material breach.

15.7 Optional Feature Updates.

(a) Licensor may release optional features or modules that Licensee may adopt at its discretion, provided compatibility is maintained. (b) Licensor may phase out legacy features with reasonable notice when needed for scaling or security.

15.8 Localized App Versioning.

(a) Licensor will maintain core SurpriseMap App code and localized build compatibility with supported OS versions. (b) Licensee must publish updated app versions to App Stores in a timely manner when required for security, store policy, or bug fixes. (c) Licensee is responsible for App Store submission timelines and review queues.

15.9 Training Package.

(a) Licensor shall provide initial training to Licensee after Effective Date, covering Admin Panel operations, campaign lifecycle, reward logic, LandBits Tile Holder Share priority, fraud prevention tools, localization controls, and escalation workflows. (b) Training may be delivered as live remote sessions, recorded modules, and written guides. (c) Licensee shall ensure relevant staff and Subcontractors participate.

15.10 Ongoing Learning and Updates.

(a) Licensor may provide periodic update briefings or release notes describing new protocol features or compliance requirements. (b) Licensee shall review these materials and adapt Territory operations accordingly.

15.11 Operational Cooperation.

(a) The Parties will cooperate in good faith to support stable Territory operations and global ecosystem integrity. (b) Licensee shall promptly inform Licensor of: (i) repeated or systemic platform issues; (ii) suspected smart-contract anomalies; (iii) major App Store compliance risks; (iv) significant fraud patterns; (v) major local regulatory changes impacting operations. (c) Licensor shall provide reasonable guidance within its technical control.

15.12 Limits of Support.

Licensor support does not include: (a) local sales strategy, advertiser negotiation, or pricing models; (b) local legal advice; (c) operation or staffing of Licensee customer support; (d) management of Licensee CRM/payment systems; (e) guaranteeing uptime of third-party blockchains or global internet. Licensee remains responsible for all Territory commercial and legal execution.

15.13 No Revenue or Performance Guarantees.

Support, updates, and training are provided solely to maintain protocol functionality and integrity. Licensors provides no guarantee regarding Licensee's advertiser revenue, user growth, or profitability.

15.14 Support Suspension During Payment Default.

(a) If Licensee's Master License is suspended due to payment default (Section 2.8), Licensors may pause all non-emergency support and training until payment is fully restored. (b) Emergency integrity/security issues may still be addressed at Licensors's discretion to protect the global Ecosystem.

15.15 Support Records.

(a) Licensors may keep internal records of escalations for quality and integrity monitoring. (b) Licensee shall keep internal records of user/advertiser support tickets for Territory compliance and audit readiness.

16. SUBCONTRACTORS, STAFFING & OPERATIONAL ORGANIZATION

16.1 Licensee's Organizational Responsibility.

(a) Licensee shall maintain a professional operational organization capable of fulfilling all Territory obligations under this Agreement at all times during continuous paid compliance. (b) Licensee bears full responsibility for staffing, supervision, training, and performance of its operational team and any third parties engaged.

16.2 Minimum Functional Capabilities.

Licensee shall ensure that it has, either internally or through approved subcontractors, the following minimum functional capabilities in the Territory: (a) **Advertiser Sales & Account Management:** ability to acquire, onboard, and manage Advertisers; (b) **Campaign Moderation & Compliance:** ability to review, approve, reject, and remove Campaigns in accordance with Section 14 and Schedule E; (c) **Customer Support:** first-line End User and Advertiser support in local language(s); (d) **Localization & Content Operations:** capability to translate, localize, and update Territory-facing UI and legal copy; (e) **Fraud Monitoring:** real-time monitoring of suspicious Territory activity (GPS spoofing, reward farming, advertiser abuse); (f) **Operational Leadership:** a responsible officer with authority to represent Licensee and communicate with Licensors.

16.3 Key Roles (Recommended Baseline).

Licensors strongly recommends Licensee appoint at least: (a) a Territory / Country Manager; (b) a Sales Lead; (c) a Support Lead; (d) a Compliance Contact; and (e) a Technical / Platform Operator Contact. Roles may be combined depending on scale.

16.4 Use of Subcontractors.

(a) Licensee may engage subcontractors, agencies, freelancers, resellers, or third parties ("Subcontractors") to perform parts of its Territory obligations. (b) Subcontractors may include marketing agencies, sales reps, call centers, translation providers, legal advisors, and IT integration partners.

16.5 Licensee Remains Fully Liable.

(a) Licensee remains fully liable for all actions, omissions, and performance of Subcontractors as if they were Licensee's own actions. (b) No subcontracting relieves Licensee from any obligation under this Agreement.

16.6 Mandatory Subcontractor Controls.

Licensee shall ensure that every Subcontractor who interacts with the Ecosystem: (a) is bound by a written agreement containing confidentiality and compliance obligations no less protective than this Agreement; (b) receives proper compliance training; (c) is granted system access on a least-privilege basis; and (d) is immediately offboarded when no longer required.

16.7 Prohibited Subcontractor Activities.

Licensee shall not permit any Subcontractor to: (a) access backend systems beyond Admin Panel permissions; (b) alter or attempt to alter payout logic or coordinate mapping; (c) publish Campaigns outside approved workflows; (d) represent itself as the protocol owner; or (e) engage in deceptive advertiser practices.

16.8 Territory Resellers and Sales Agents.

(a) Licensee may appoint resellers or sales agents to sell Campaigns in the Territory. (b) All reseller pricing, representations, and campaign promises must comply with Protocol Rules, local advertising law, Schedule E, and Section 6.6 (\$0.00 USD disclaimer). (c) Licensee is strictly liable for any misleading claims made by resellers.

16.9 Training & Quality Assurance.

Licensee shall maintain an internal training program for staff and Subcontractors covering Ecosystem mechanics, campaign budgets, LandBits Tile Holder Share priority, fraud prevention, and local compliance controls.

16.10 Continuity & Replacement.

Licensee shall ensure continuity of operations during staff turnover or subcontractor replacement, ensuring moderation, fraud monitoring, and support do not lapse.

16.11 Licensor Visibility of Key Contacts.

Licensee shall designate at least two key contacts (commercial and technical) for Licensor communication and notify Licensor within 5 Business Days of any changes.

16.12 No Employment Relationship with Licensor.

Licensee's staff and Subcontractors are not employees or agents of Licensor. Licensee assumes all employer and contractor liabilities in the Territory.

16.13 Background and Reputation Standards.

Licensee shall not appoint any Subcontractor known to be involved in fraud, sanctions violations, or unlawful practices.

16.14 Operational Audit Cooperation.

If Licensor conducts an integrity audit under Section 6.7, Licensee shall ensure that staff and Subcontractors cooperate by providing logs, explanations, and remedial action.

17. WARRANTIES, REPRESENTATIONS & DISCLAIMERS

17.1 Mutual Authority and Capacity.

Each Party represents and warrants to the other that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction; (b) it has full corporate power and authority to enter into and perform this Agreement; (c) the person signing has been duly authorized; and (d) entering into this Agreement does not violate any other binding obligation.

17.2 Licensor Warranties.

Licensor represents and warrants that: (a) Licensor owns or controls all Intellectual Property Rights necessary to grant the License; (b) the Ecosystem, as delivered, does not knowingly infringe any third-party IP Rights; (c) Licensor will use commercially reasonable efforts to maintain core platform functionality; and (d) Licensor will not knowingly deploy malicious code into Licensor-hosted components.

17.3 Licensee Warranties.

Licensee represents and warrants that: (a) it will operate the Territory in compliance with this Agreement and all applicable laws; (b) it will not approve prohibited Campaigns under Schedule E; (c) it will not interfere with Smart Contract execution, Digital Land Registry integrity, or LandBits Tile Holder Share payouts; (d) all advertiser representations will be accurate and non-misleading; (e) Licensee will NOT market the Ecosystem as guaranteeing profits, fixed returns, or risk-free earnings; and (f) Licensee will maintain continuous paid compliance.

17.4 Disclaimer of Revenue / Performance Guarantees.

(a) Licensee acknowledges that the Ecosystem is a technology SaaS platform, not a promise of commercial success. (b) Licensor makes no representation or warranty that Licensee will obtain any particular level of sales, advertiser demand, user engagement, or profitability. (c) All Territory commercial risk and return rests solely with Licensee.

17.5 Protocol and Smart Contract Finality Disclaimer.

(a) Licensee acknowledges that Smart Contracts execute automatically and are subject to blockchain finality rules. (b) Licensor does not warrant that blockchain networks will be uninterrupted or immune from congestion or outages. (c) Licensor carries no strict liability for third-party blockchain behavior.

17.6 “As Is” and “As Available” Disclaimer.

Except for express warranties in Section 17.2, the Ecosystem is provided “as is” and “as available” without implied warranties of merchantability, fitness for a particular purpose, or error-free operation.

17.7 No Warranty on Licensee Modifications or Localizations.

Licensor provides no warranties regarding: (a) local branding, translations, or UI changes made by Licensee; (b) third-party integrations; (c) Licensee-hosted infrastructure; or (d) Campaign pricing set by Licensee.

17.8 Compliance Disclaimer.

Licensor does not provide legal advice or guarantee compliance with Territory-specific laws. Licensee is solely responsible for verifying the legality of its local operations.

17.9 Advertiser Content Disclaimer.

Licensor does not warrant the accuracy, legality, or safety of advertiser content in the Territory. Licensee bears sole responsibility for content moderation.

17.10 User Conduct Disclaimer.

Licensor does not control user behavior or physical actions in real-world environments. Licensee must enforce real-world safety standards (Section 14.9).

17.11 Beta / Experimental Feature Disclaimer.

Experimental features are provided without warranty and adopted by Licensee at its own risk.

17.12 Third-Party Services Disclaimer.

Licensor does not warrant continuous availability of third-party services (App Stores, mapping engines, payment gateways) and is not liable for third-party interruptions.

17.13 Non-Reliance.

Each Party confirms it enters into this Agreement based on its own independent assessment and does not rely on any statement not expressly written herein.

17.14 Exclusive Remedies for Breach of Warranty.

If Licensor breaches an express warranty in Section 17.2, Licensor's sole obligation is to use commercially reasonable efforts to correct the defect within a reasonable time. If uncorrectable, Licensee's exclusive remedy is to terminate the Agreement without further liability. No refund of paid License Fees is owed.

18. INDEMNITIES

18.1 Indemnity Structure.

(a) "Indemnify" means to defend, hold harmless, and reimburse the other Party from and against all losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable legal fees) arising out of a third-party claim. (b) Indemnities apply regardless of whether the claim is brought by an Advertiser, Player, LandBits Tile Holder, regulator, App Store, or third party.

18.2 Licensee Indemnity — Territory Operations.

Licensee shall indemnify, defend, and hold harmless Licensor, its Affiliates, directors, officers, employees, and agents from and against any third-party claim arising out of or relating to: (a) **Territory Advertising & Campaign Content:** Any Campaign, creative, reward description, or promotional material published by Licensee or Advertisers; (b) **Territory Regulatory Non-Compliance:** Any violation of Territory advertising, prize, consumer, privacy, or Web3/stablecoin laws; (c) **Advertiser or User Disputes:** Any refund demand, chargeback, or dispute between Licensee and Advertisers or End Users; (d) **Local Taxes:** Any local tax, VAT, or withholding obligation arising from Licensee's operations; (e) **Branding & Marketing:** Any deceptive branding, false ownership claims, or prohibited guaranteed-return marketing made by Licensee; (f) **Licensee Systems:** Any data breach, malware, or security failure originating from Licensee-operated infrastructure; (g) **Fraud Enabled Locally:** Any failure by Licensee to reasonably detect, prevent, or act on local fraud or unsafe campaign placements; (h) **Subcontractors / Resellers:** Any act or omission of Licensee's Subcontractors or sales agents; (i) **Real-World Harm:** Any claim that End Users suffered injury, trespass, or property damage due to Territory Campaigns.

18.3 Scope and Survival.

Licensee's indemnity applies whether the claim arises during the Term or after termination, and survives termination indefinitely.

18.4 Licensor Indemnity — Core IP Infringement.

Licensor shall indemnify and defend Licensee against third-party claims alleging that the unmodified Licensor-provided Ecosystem infringes a third party's IP Rights, provided Licensee has not modified the code and complies with defense procedure rules.

18.5 Licensor Indemnity — Security Failures.

Licensor shall indemnify Licensee for third-party claims arising directly from a Security Incident solely caused by Licensor's gross negligence or willful misconduct in Licensor-hosted core systems.

18.6 Licensor Indemnity Remedies.

For IP claims, Licensor may: (a) modify or replace the infringing component; (b) procure a right for continued use; or (c) allow Licensee to terminate the Agreement.

18.7 Indemnity Exclusions.

Neither Party is liable to indemnify the other for claims arising from the other Party's own breach, fraud, gross negligence, or unauthorized software modifications.

18.8 Indemnification Procedure.

The Indemnified Party must: (a) provide written notice within 10 Business Days of learning of the claim; (b) allow the Indemnifying Party to control the defense; (c) provide reasonable cooperation; and (d) not settle without written consent.

18.9 Defense Control and Counsel.

The Indemnifying Party leads all defense negotiations and strategy. The Indemnified Party may participate at its own expense.

18.10 Settlement Restrictions.

The Indemnifying Party shall not settle any claim that imposes admission of guilt, monetary obligation, or operational restriction on the Indemnified Party without prior written consent.

18.11 Mitigation Duty.

Each Party shall use reasonable efforts to mitigate damages and prevent escalation of claims.

18.12 Interaction with Limitation of Liability.

Indemnity obligations are subject to Section 19 limitations except for claims involving fraud, willful misconduct, or gross negligence causing physical harm.

19. LIMITATION OF LIABILITY

19.1 Scope of Liability.

This Section governs the maximum liability of each Party arising out of or relating to this Agreement under any legal theory (contract, tort, negligence, statutory).

19.2 Exclusion of Indirect / Consequential Damages.

(a) Neither Party shall be liable to the other for any indirect, incidental, special, consequential, punitive, or exemplary damages, including loss of profits, revenue, goodwill, business opportunities, data loss, or campaign underperformance. (b) This exclusion applies even if advised of the possibility of such damages.

19.3 Aggregate Liability Cap (Licensor).

Licensor's total aggregate liability to Licensee for all claims arising under this Agreement shall strictly NOT exceed the total Master License Fees actually paid by Licensee to Licensor for the Territory during the three (3) months immediately preceding the event giving rise to liability.

19.4 Aggregate Liability Cap (Licensee).

Licensee's total aggregate liability to Licensor for direct contractual claims shall NOT exceed the total Master License Fees paid by Licensee during the six (6) months immediately preceding the event, provided that this cap does not limit Licensee's third-party indemnity obligations under Section 18.

19.5 Protocol and Blockchain Risk Allocation.

Licensor shall NOT be liable for delays, losses, or failures caused by: (a) public blockchain congestion, forks, validator outages, or gas spikes; (b) App Store review delays or removals; (c) third-party mapping provider outages; (d) internet/telecom outages; or (e) Force Majeure Events.

19.6 No Liability for Territory Commercial Outcomes.

Licensor shall not be liable for any Territory commercial performance, advertiser adoption, or profitability shortfall.

19.7 No Liability for Licensee Local Actions.

Licensor shall not be liable for claims arising from Licensee's advertiser billing, campaign approvals, local marketing claims, local law non-compliance, or Subcontractor actions.

19.8 Liability for Data Breaches.

Each Party is liable only for security breaches occurring within the systems under its direct technical control.

19.9 Carve-Outs (Liability Not Limited).

Nothing in this Agreement limits or excludes liability for: (a) fraud or fraudulent misrepresentation; (b) willful misconduct; (c) gross negligence causing death or personal injury; (d) infringement of the other Party's IP Rights; or (e) breach of confidentiality obligations.

19.10 Time Limitation on Claims.

No legal claim or action may be brought by either Party more than **twelve (12) months** after the Party became aware (or reasonably should have become aware) of the facts giving rise to the claim. Claims brought after 12 months are permanently waived.

19.11 Fundamental Risk Allocation.

The Parties acknowledge that the limitations, exclusions, and caps in this Section represent a fundamental basis of the bargain and that Master License Fees reflect this risk allocation.

19.12 Order of Application.

Carve-outs apply first; otherwise, exclusions apply, followed by the monetary liability caps.

20. CONFIDENTIALITY

20.1 Definition of Confidential Information.

(a) "Confidential Information" means all non-public information disclosed by one Party ("Disclosing Party") to the other ("Receiving Party"), including software code, Smart Contracts, Protocol Rules, product roadmaps, pricing, analytics, user data, advertiser lists, playbooks, and business plans. (b) The terms and pricing of this Agreement constitute Confidential Information.

20.2 Exclusions from Confidential Information.

Confidential Information does not include information that is: (a) public through no breach; (b) lawfully known prior to disclosure; (c) independently developed without using Disclosing Party's data; or (d) received from a third party without confidentiality duties.

20.3 Confidentiality Obligations.

The Receiving Party shall: (a) use Confidential Information solely to perform under this Agreement; (b) protect it with reasonable care; (c) not disclose it to third parties without consent; (d) not reverse engineer or derive underlying ideas; and (e) report unauthorized disclosures immediately.

20.4 Permitted Disclosures.

Disclosures are permitted only to Authorized Users, employees, advisors, and Subcontractors on a strict need-to-know basis under binding confidentiality terms, or when required by court order/mandatory law.

20.5 No License or Transfer.

Disclosure of Confidential Information grants no IP license or ownership interest.

20.6 Security Safeguards.

Each Party shall maintain encryption, role-based access control, and internal policies to safeguard Confidential Information.

20.7 Protocol-Specific Confidentiality.

Licensee specifically acknowledges that Smart Contracts, registry internal architecture, anti-fraud thresholds, and unreleased features are high-sensitivity Confidential Information of Licensor.

20.8 Advertiser and User Confidentiality.

Licensee's advertiser lists, pricing models, and CRM data are Confidential Information of Licensee, which Licensor shall not disclose or use to compete in the Territory during valid compliance.

20.9 Public Announcements.

Neither Party shall issue press releases or marketing announcements referencing the other without written approval. Licensor may list Licensee as an official Territory operator on bitspire.eu unless Licensee opts out.

20.10 Return or Destruction.

Upon termination or written request, the Receiving Party shall return or permanently destroy all Confidential Information and certify destruction.

20.11 Duration of Confidentiality.

Confidentiality obligations remain in effect during the Term and for **five (5) years following termination**, except that trade secrets remain protected indefinitely.

20.12 Injunctive Relief.

Unauthorized disclosure causes irreparable harm, entitling the Disclosing Party to seek immediate injunctive relief.

21. TERMINATION, SUSPENSION, STEP-IN & TRANSITION

21.1 Termination Events Overview.

This Agreement may terminate through: (a) automatic suspension/termination for non-payment; (b) termination for cause (material breach/integrity risk); or (c) voluntary non-renewal.

21.2 AUTOMATIC SUSPENSION FOR NON-PAYMENT.

(a) If Licensee fails to pay any Master License Fee or installment by the Due Date, the Master License and Territory Exclusivity **automatically suspend at 00:00 CET on the day immediately following the Due Date without notice**. (b) During suspension, Licensee must immediately stop publishing campaigns, onboarding advertisers, or marketing in the Territory.

21.3 AUTOMATIC TERMINATION & FORFEITURE (7-DAY CURE WINDOW).

(a) If non-payment continues beyond **seven (7) calendar days** following suspension, this Agreement automatically terminates without notice. (b) Territory Exclusivity permanently reverts to Bitspire LLC for immediate reassignment. (c) **ALL PREVIOUSLY PAID FEES, DEPOSITS, AND INSTALLMENTS ARE PERMANENTLY FORFEITED TO BITSPIRE LLC WITHOUT REFUND.**

21.4 Voluntary Non-Renewal.

Licensee may elect non-renewal simply by withholding payment prior to the Due Date, which triggers automatic suspension and termination mechanics.

21.5 Termination for Cause by Licensors.

Licensors may terminate this Agreement immediately by written notice if Licensee commits a material breach, including: (a) interference with Smart Contracts, Protocol Rules, or LandBits Tile Holder Share payouts; (b) approving prohibited content under Schedule E; (c) systematic legal non-compliance; (d) fraud or GPS spoofing enabled locally; (e) unauthorized transfer of the License; (f) reverse engineering of Licensors IP; (g) misleading guaranteed-earnings marketing; or (h) refusal to cooperate with audits.

21.6 Termination for Cause by Licensee.

Licensee may terminate by written notice if Licensors materially breaches core technology obligations and fails to cure within 30 days of written notice.

21.7 Immediate Suspension for Emergency Integrity Risk.

Licensors may suspend Territory operations immediately if registry accuracy, payout logic, or user safety is under urgent threat.

21.8 Effects of Termination.

Upon termination: (a) all Master License rights cease immediately; (b) Licensee must stop using Licensors IP and Brand Assets; (c) White-Label branding must be removed from stores within 15 Business Days; and (d) no new advertisers or campaigns may be onboarded.

21.9 Campaign Wind-Down.

Active campaigns may be wound down or completed at Licensors's discretion. LandBits Tile Holder Share payouts already triggered must finalize per Protocol Rules.

21.10 Step-In Rights (Transition Takeover).

Upon suspension or termination, Bitspire LLC has the absolute right to "step in" to directly operate or reassign the Territory to protect local users, merchants, and LandBits Tile Holders.

21.11 Handover Cooperation.

Licensee shall provide reasonable handover cooperation, including operational metadata, domain transfer (if brand-infused), and app store listing transition.

21.12 Data Access After Termination.

Licensee loses Admin Panel access immediately upon termination. Historic Protocol Data remains permanently with Licensors.

21.13 No Refunds.

No Master License Fees or partial monthly fees are refundable upon termination.

21.14 Post-Termination Non-Representation.

Licensee shall not represent itself as an active Bitspire/SurpriseMap operator following termination.

21.15 Survival.

Sections 1, 5, 6, 12, 13, 17, 18, 19, 20, and 22 survive termination.

22. GOVERNING LAW & JURISDICTION (GEORGIA)

22.1 Good-Faith Negotiation First.

In the event of any dispute or claim arising out of this Agreement, the Parties shall first attempt to resolve the matter through senior management negotiations within thirty (30) calendar days of written Dispute Notice.

22.2 Governing Law.

This Agreement, its interpretation, validity, and performance, and any non-contractual disputes arising out of or in connection with it, shall be governed by, construed, and enforced strictly in accordance with the substantive laws of Georgia, excluding its choice of law principles.

22.3 Exclusive Judicial Forum.

Any legal dispute, suit, action, or judicial proceeding arising out of or relating to this Agreement, its execution, breach, or termination, shall be submitted to the exclusive jurisdiction of the competent Judicial Courts in Tbilisi, Georgia. Both Parties irrevocably submit to the jurisdiction of the Tbilisi courts and waive any objection based on improper venue or *forum non conveniens*.

22.4 Interim and Injunctive Relief.

Nothing in this Section prevents Licensor from seeking immediate injunctive, conservatory, or emergency relief from the competent courts of Georgia or any other local jurisdiction to restrain unauthorized IP usage, data breach, or chargeback fraud.

22.5 Costs and Legal Fees.

The prevailing Party in any judicial action or dispute shall be entitled to recover from the non-prevailing Party its reasonable attorney fees, court costs, and enforcement expenses.

22.6 Continued Performance During Dispute.

During any dispute proceeding, the Parties shall continue performing all undisputed obligations, including payment obligations.

22.7 Exclusion of Class / Collective Actions.

All proceedings shall be conducted strictly on an individual corporate basis. Neither Party may bring collective or class claims.

22.8 Entire Dispute Resolution Agreement.

This Section constitutes the full and exclusive agreement regarding governing law and dispute resolution between the Parties.

SCHEDULE A — TERRITORY & COMMERCIAL TERMS

1. Licensed Territory: [INSERT TERRITORY NAME, e.g., Country / State / Defined Geographical Region]

2. Scope of License: Exclusive Regional B2B SaaS Master License

3. Term Duration: 12 Months (or recurring monthly renewal as specified)

4. Master License Fee (USD): \$[INSERT FEE IN USD] USD

5. Approved Payment Execution Methods:

- **Option 1 (Online Card Single Payment):** Executed online via credit/debit card on **bitspire.eu**.
- **Option 2 (Online Card Installment Plan):** Executed online via recurring card installments on **bitspire.eu**.
- **Option 3 (Corporate Bank Wire Transfer):** Executed via SEPA / SWIFT wire transfer to Licensors's designated bank account:
 - **Account Holder:** Bitspire LLC
 - **Bank Name & Address:** Wise / Partner Bank Details
 - **IBAN / Account Number:** HU33 1260 0016 1292 9251 0911 6783 (USD Wire Account)
 - **SWIFT / BIC:** TRWIBEBBXXX
 - **Payment Reference:** Bitspire - Master License - [INSERT TERRITORY NAME]

ANNEX A-1 — OFFICIAL TERRITORY & MONTHLY MASTER LICENSE FEE TABLE

(Referenced in Schedule A and Schedule B — Official Price List on bitspire.eu)

Currency: United States Dollars (USD - \$)

Payment Standard: Paid in advance via bitspire.eu or bank wire

AMERICAS

Territory DOCX	Market Type DOCX	Monthly Master License Fee (USD \$) DOCX
Argentina	National Market	\$8,500 USD
Bolivia	Andean Region	\$8,500 USD
Brazil North	Amazon & Bahia	\$9,000 USD
Brazil South	São Paulo, Rio de Janeiro	\$11,000 USD
Canada East	Ontario, Quebec	\$11,000 USD

Territory DOCX	Market Type DOCX	Monthly Master License Fee (USD \$) DOCX
Canada West	British Columbia, Alberta	\$11,000 USD
Chile	National Market	\$8,500 USD
Colombia	National Market	\$8,500 USD
Mexico North	Monterrey, Chihuahua	\$8,500 USD
Mexico South	Mexico City, Yucatán	\$8,500 USD
Panama	Central America	\$13,000 USD
Peru	National Market	\$8,500 USD
USA Central	Texas, Illinois, Missouri	\$16,500 USD
USA East	New York, Florida, Georgia	\$20,000 USD
USA West	California, Nevada, Arizona	\$20,000 USD

EUROPE

Territory DOCX	Market Type DOCX	Monthly Master License Fee (USD \$) DOCX
Austria	National Market	\$14,000 USD
Belgium	National Market	\$13,000 USD
Bulgaria	National Market	\$8,500 USD
Croatia	National Market	\$11,000 USD
Czechia	National Market	\$8,500 USD

Territory DOCX	Market Type DOCX	Monthly Master License Fee (USD \$) DOCX
Denmark	Copenhagen, Aarhus	\$8,500 USD
Baltic States	Northern Europe	\$11,000 USD
Finland	Helsinki, Tampere	\$8,500 USD
France North	Paris, Lille	\$14,000 USD
France South	Marseille, Nice, Lyon	\$14,000 USD
Georgia	Tbilisi, Batumi, Kutaisi	\$5,500 USD
Germany North	Hamburg, Berlin	\$13,000 USD
Germany South	Bavaria, Baden-Württemberg	\$13,000 USD
Greece	National Market	\$11,000 USD
Hungary	National Market	\$8,500 USD
Ireland	Dublin, Cork	\$8,500 USD
Italy North	Milan, Turin, Venice	\$14,000 USD
Italy South	Rome, Naples, Sicily	\$11,000 USD
Netherlands	National Market	\$8,500 USD
Norway	Oslo, Bergen, Stavanger	\$11,000 USD
Poland	National Market	\$11,000 USD
Portugal	National Market	\$13,000 USD

Territory DOCX	Market Type DOCX	Monthly Master License Fee (USD \$) DOCX
Romania	National Market	\$8,500 USD
Spain North	Barcelona, Basque Region	\$13,000 USD
Spain South	Madrid, Andalusia	\$13,000 USD
Sweden	Stockholm, Gothenburg	\$11,000 USD
Switzerland	National Market	\$16,500 USD
United Kingdom	London, Manchester	\$16,500 USD

ASIA & MIDDLE EAST

Territory DOCX	Market Type DOCX	Monthly Master License Fee (USD \$) DOCX
China East	Shanghai & Hangzhou	\$14,000 USD
China South	Shenzhen & Guangzhou	\$16,500 USD
India South	Bangalore, Mumbai	\$14,000 USD
Israel	Tel Aviv, Jerusalem	\$12,000 USD
Japan	National Market	\$16,500 USD
Saudi Arabia	National Market	\$13,000 USD
Singapore	Marina Bay, Orchard	\$14,000 USD
South Korea	National Market	\$16,500 USD
UAE	Dubai, Abu Dhabi	\$16,500 USD

SCHEDULE B — FEES & REVENUE WATERFALL

B.1 Economic Waterfall Structure:

Upon Campaign activation inside the Ecosystem, the total Campaign Budget funded by Advertisers is allocated automatically via Smart Contracts in the following strict order:

1. **LandBits Tile Holder Share (First Priority):** Up to thirty percent (30%) distributed automatically in USD/USDC to verified LandBits Tile Holders whose coordinates are utilized.
2. **End User Reward Pool:** Dedicated portion reserved for player reward redemptions (vouchers, gift boxes, deals).
3. **Mandatory System / Execution Costs:** Blockchain gas and network execution fees.
4. **Residual Territory Amount: 85% to 95%** of remaining campaign margin retained directly by Licensee as Territory commercial income.

B.2 Non-Overrideability: Licensee cannot override, delay, or alter allocations (1) through (3).

B.3 Illustrative Example (\$10,000 USD Campaign Budget):

- **Gross Campaign Budget:** \$10,000 USD
- **LandBits Tile Holder Share (e.g., 25%):** \$2,500 USD (paid automatically in USDC)
- **End User Reward Pool (e.g., 40%):** \$4,000 USD (reserved for player rewards)
- **System Execution Costs (e.g., 2%):** \$200 USD
- **Residual Amount Retained by Licensee: \$3,300 USD**

B.4 Absolute \$0.00 USD Disclaimer: All variable ad performance distributions are contingent upon active commercial advertiser spend. **If no active advertising campaign runs over specific coordinates, the distribution is EXACTLY \$0.00 USD.**

SCHEDULE C — TECHNICAL SPECIFICATIONS & SLA

C.1 Target Service Availability: Licensor shall use commercially reasonable efforts to achieve a **99.0% monthly uptime target** for Licensor-hosted core services (Admin Panel, APIs, Digital Land Registry, Campaign distribution engine).

C.2 Maintenance Windows: Scheduled maintenance occurs on Sundays between 00:00 and 06:00 CET. Emergency security patches may be deployed immediately without prior notice.

C.3 Support Response Targets:

- **Severity 1 (Critical - System Down / Payout Failure):** Acknowledged within 4 hours; mitigation initiated immediately.
- **Severity 2 (Major - Campaign Publishing Blocked):** Acknowledged within 1 Business Day; resolution plan within 3 Business Days.
- **Severity 3 (Minor - UI / Translation Bug):** Acknowledged within 3 Business Days; fixed in regular release cycle.

C.4 Support Contacts:

- **Primary Email Support:** office.bitspire@gmail.com
- **Emergency Hotline (Severity 1 Only):** +995 599564870

SCHEDULE D — BRAND GUIDELINES & ATTRIBUTION

D.1 Mandatory Protocol Attribution:

Unless waived in writing by Licensor, Licensee MUST display one of the following exact attribution lines on the Localized App "About/Legal" screen, advertiser portal footer, and public marketing:

- *"Powered by Bitspire Protocol (LandBits + SurpriseMap)"*
- *"Technology provided by Bitspire — LandBits Registry and SurpriseMap platform"*

D.2 Prohibited Claims:

Licensee shall NEVER state, imply, or permit marketing that promises: (a) Guaranteed profits, fixed returns, or passive income; (b) That LandUnits or Master Licenses constitute regulated investments, securities, or physical real estate; (c) That Licensee owns or controls Bitspire's global Smart Contracts or core protocol.

SCHEDULE E — PROHIBITED CONTENT & COMPLIANCE

E.1 Absolute Prohibited Categories (Zero Tolerance):

Licensee shall immediately reject or remove any Campaign involving: (a) Illegal goods, counterfeit items, or criminal services; (b) Weapons, explosives, or violence facilitation; (c) Hate speech, extremist propaganda, or harassment; (d) Child sexual exploitation content (CSAE - zero tolerance); (e) Pornography or explicit adult content; (f) Fraudulent schemes, Ponzi offers, or deceptive "get rich" ads; (g) Malware, phishing links, or unauthorized data harvesting; (h) Unlicensed gambling, narcotics, or sanctioned entities.

E.2 Restricted Categories (Conditional Approval with Proof):

Alcohol, tobacco/vape, medical/pharma, financial/crypto services, competitions/lotteries, and political advocacy require prior documentary proof of legal licensing in the Territory and age-gating controls.

E.3 Takedown Deadlines:

- **Absolute Ban Content:** Disabled within **2 hours** of discovery.
- **Restricted / Deceptive Content:** Disabled within **24 hours** of discovery.

SCHEDULE F — KPI & REPORTING FRAMEWORK

F.1 Key Performance Indicators:

- **Go-Live Milestone:** Complete technical and commercial Go-Live within **60 days** of Effective Date.
- **Minimum Campaign Volume:** Maintain at least **3 active compliant Campaigns per month** in the Territory.
- **Advertiser Acquisition:** Onboard at least **2 new Advertisers per calendar quarter**.
- **Compliance Rate:** Maintain 100% compliance with zero active prohibited campaigns.

F.2 Reporting Obligations:

- **Monthly KPI Report (Annex F-1):** Submitted by the **5th Business Day** of each month via email or Admin Panel exporter.
- **Incident & Fraud Report (Annex F-2):** Submitted within **24 hours** of detecting any Severity 1 or Severity 2 incident.

- **Quarterly Strategy Call (Annex F-3):** Held once per calendar quarter to review operational health and product roadmaps.

ANNEX F-1 — MONTHLY KPI REPORT TEMPLATE

(Referenced in Schedule F)

Reporting Month: [YYYY-MM]

Territory: [Territory Name per Schedule A]

Licensee (Master Operator): [Legal Entity Name]

Report Submitted On: [YYYY-MM-DD]

1. OPERATIONAL ACTIVITY

- **Localized App Live:** [] Yes / [] No (iOS Link: _____ / Android Link: _____)
- **Total Active Campaigns Last Month:** [_____]
- **New Campaigns Launched:** [_____]
- **Active Advertisers:** [_____] | **New Advertisers Onboarded:** [_____]
- **Average Support Ticket Response Time:** [_____] Hours

2. USER & ENGAGEMENT HEALTH

- **Monthly Active Users (MAU):** [_____]
- **New Player Registrations:** [_____]
- **Total Reward Redemptions:** [_____]

3. COMPLIANCE & FRAUD MONITORING

- **Prohibited Content Violations Detected:** [_____] (Takedown Timestamps: _____)
- **Restricted Categories Approved with Legal Proof:** [_____]
- **Fraud Incidents Flagged (GPS Spoofing/Bots):** [_____] (Actions Taken: _____)

Declaration: I confirm that the information provided in this report is accurate and submitted in good faith.

Authorized Signature: _____ **Date:** _____

ANNEX F-2 — INCIDENT & FRAUD REPORT TEMPLATE

(Referenced in Schedule F)

Incident ID: [Auto / Internal ID]

Territory: [Territory Name]

Reported On: [YYYY-MM-DD HH:MM CET]

1. INCIDENT SEVERITY & TYPE

- **Severity Level:** ☐ Severity 1 (Critical) / ☐ Severity 2 (Major) / ☐ Severity 3 (Minor)
- **Type:** ☐ Fraud/Spoofing / ☐ Prohibited Content / ☐ Payout Anomaly / ☐ Security Incident / ☐ Safety Risk

2. DESCRIPTION & MITIGATION

- **Incident Summary:** [Provide clear factual explanation of what occurred]
- **Affected Coordinates / Campaigns:** [List affected LandUnits or Campaign IDs]
- **Immediate Mitigation Actions Taken:** [Campaign paused / Advertiser suspended / Coordinates disabled]
- **Escalation to Licensor:** ☐ Yes (Ticket ID: _____) / ☐ N/A

Authorized Signature: _____ **Date:** _____

ANNEX F-3 — QUARTERLY REVIEW AGENDA TEMPLATE

(Referenced in Schedule F)

Quarter Reviewed: [YYYY Q1/Q2/Q3/Q4]

Territory: [Territory Name]

Meeting Date: [YYYY-MM-DD]

AGENDA ITEMS:

1. **KPI & Growth Review:** Review of MAU, Campaign activation volume, and advertiser retention.
2. **Compliance & Safety Review:** Audit of moderation logs, restricted category proofs, and fraud detection metrics.
3. **Market & Commercial Feedback:** Local advertiser demand patterns, pricing feedback, and reseller performance.
4. **Product & Roadmap Requests:** Feature requests, localization refinements, and Admin Panel enhancements.
5. **Action Items & Priorities:** Agreed milestones and responsibility matrix for the upcoming quarter.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Master License Agreement as of the Effective Date written above.

LICENSOR: Bitspire LLC

LICENSEE: [INSERT LICENSEE LEGAL NAME]

By: _____ By: _____

Name: Imre Papp / Gabriel Banreti Name: [INSERT REPRESENTATIVE NAME]

Title: Co-CEOs, Bitspire LLC Title: [INSERT TITLE]

Date: _____ Date: _____