

## 1.0 Declaration

1.1 Kevin McCoy is the artist who created this artwork, which Kevin McCoy affirms does not infringe or violate the rights of any person or entity.

1.2 Kevin McCoy declares that the following statements are essential and inseparable elements of this artwork.

1.3 These statements constitute a contract between Monegraph, Inc., Kevin McCoy and any \$OWNER (defined below) of this artwork.

1.4 Ongoing ownership and possession of this artwork indicates the \$OWNER's acceptance of these terms.

## 2.0 Definition

2.1 This artwork is the data that returns a value of d41b8540cbacdf1467cdc5d17316dcb672c8b43235fa16cde98e79825b68709a from a SHA256 hash function.

2.2 Such data can be found at the URL <https://static.mccoospace.com/gifs/quantum.gif> but may not always be at that URL; provided that upon sale of this artwork, Kevin McCoy shall no longer be responsible for maintaining access to the artwork at the above-referenced URL or paying any fees associated therewith. Any such fees or maintenance shall be the responsibility of \$OWNER.

2.3 Any data that reproduces the above value through a SHA256 hash function is the authentic and original artwork and supersedes any changes at the specified url.

2.4 There are no other existing or authorized versions of this artwork besides the one that reproduces the above SHA256 hash value.

## 3.0 Ownership and Provenance

3.1 This artwork and its ownership were first recorded on the namecoin blockchain in block 174923 via transaction

fa8b9a6ad4d266ffbec4f9a1217e0dbcd657bb1eb3ed49912a2ab1bd3bb48f8d.

3.2 After 36000 blocks elapsed from this transaction the namecoin protocol automatically and permanently locked the entry which prevents any further changes or updates.

3.3 Control over on-going provenance, ownership of and rights corresponding to this artwork is hereby assigned to this contract and this blockchain entry.

3.4 Ownership of this artwork rests with whomever controls this blockchain entry ( the \$OWNER ).

3.5 Ownership of this artwork is singular, unique and noneditioned.

3.6 No other ownership of this artwork exists beyond this ownership nor is any other ownership recognized or authorized in a manner that conflicts with the rights granted herein.

3.7 Ownership of this artwork is in AS IS condition, and Kevin McCoy and Monegraph, Inc. will not be responsible in any way for any loss of data or other risk associated with the purchase or ownership of the artwork.

## 4.0 Rights

4.1 Kevin McCoy retains all legal right, title, and interest in all intellectual property rights underlying the artwork, including, but not limited to, copyrights and trademarks.

4.2 The \$OWNER shall have a non-exclusive, world-wide, assignable, perpetual, and

royalty-free license to display the artwork solely for non-commercial purposes, provided that such display right may only be assigned to a subsequent \$OWNER of the artwork simultaneously with the transfer of ownership of the artwork and this agreement.

4.3 Any exhibition of this artwork shall include the following attributions: Quantum and Kevin McCoy and 2014.

4.4 A resale royalty of 10% of the sale price of this artwork is owed to Kevin McCoy or Kevin McCoy's estate, designee, or transferee by any \$OWNER who sells this artwork.

4.5 Resale royalties are payable in ETH to the address  
0xA57fB5A5aD51beb3854D801ea3Ad6AC2845CD082

4.6 Upon sale of this artwork, the \$OWNER has the right to demand delivery from the seller of data that reproduces the above hash value by any agreed means.

4.7 Kevin McCoy's rights and conditions contained in this declaration are not ended through any transfer, sale or change in ownership of the artwork, and these rights and conditions will be binding on any subsequent \$OWNER.

4.8 Kevin McCoy's resale royalty and copyrights may be transferred to other parties at the sole discretion of Kevin McCoy or Kevin McCoy's estate or agents.

#### 5.0 Miscellaneous

5.1 Monegraph, Inc. shall not be responsible for (i) any damages or losses, including any special, consequential, exemplary, incidental, punitive or indirect damages; or (ii) the performance of the artwork in the marketplace or the value of any NFTs.

5.2 \$OWNER and Kevin McCoy, respectively, shall defend, indemnify and hold harmless Monegraph, Inc. from and against any actions or claims related to, arising from or in connection with any breach or alleged breach of \$OWNER's or Kevin McCoy's respective statements or agreements hereunder.

5.3 \$OWNER and Kevin McCoy acknowledge the uncertainties with the sale of NFTs and the technologies through which they are created, assume all risks associated therewith, including with respect to the characterization of NFTs and other digital assets under applicable law, and further acknowledge that they have obtained sufficient information to make an informed decision with respect to the foregoing risks and uncertainties, and are engaging Monegraph, Inc. in acceptance of same.

5.4 Any claims arising hereunder or relating hereto shall be governed by New York law (except with respect to its conflicts of laws) and shall exclusively be brought in the state or federal courts located in New York County, NY.

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