



eCETP PERPETUAL LICENSE



**Online Application Business as a Service
Donation and Contribution Platform**

SEPTEMBER 6, 2022

IJJ CORPORATION

1325 Cavendish Dr. Ste. 20905 • Silver Spring Md 20905

PERPETUAL SOFTWARE LICENSE AGREEMENT

Table of Contents

<u>Title</u>	<u>Page</u>
1 DEFINITIONS:.....	1
2 GRANT OF RIGHTS:.....	2
3 LICENSE TERMS:.....	2
4 LICENSE FEE:.....	2
5 THE LICENSE OWNERSHIP PLAN:	2
Option 1: 12-Months License to Ownership: \$38,000	2
Option 2: 18-Months License to Ownership: \$38,000	2
6 ALTERNATIVE DONATION OFFERING:.....	3
7 SOFTWARE TITLES:.....	3
8 SOFTWARE LICENSE KEY:	3
9 MODIFICATIONS AND ENHANCEMENTS.:.....	3
10 TERMINATION:.....	3
11 WARRANTY LIMITATIONS:	3
12 DAMAGE LIMITATIONS:	4
13 REMEDY LIMITATIONS:	4
14 CONFIDENTIALITY:	4
15 FORCE MAJEURE	4
16 ARBITRATION:	4
17 ATTORNEY FEES:	5
18 GENERAL PROVISIONS:	5
18.1 Complete Agreement:	5
18.2 Modifications:	5
18.3 Applicable law:	5
18.4 Notices:.....	5
18.5 No Agency:	6
19 ASSIGNMENT:	6

PERPETUAL SOFTWARE LICENSE AGREEMENT

This Agreement is made between _____ (the "Licensee") located at _____, _____, and IJJ Corporation (the "Licensor") with a principal place of business at 1325 Cavendish Drive, Suite 201, Silver Spring, Maryland 20905.

Recital

The License to Ownership Plan is for a Business Processing as a Service (BPaaS) online WebApp as an eCommerce Exchange Trading Platform (eCETP). The License Agreement Package includes your membership in a private partnership network as an alternative funding service for budgetary programs and projects.

1 DEFINITIONS:

- Software" means the computer programs and documentation listed and described in Schedule A attached to this Agreement.
- eCETP is a cloud base WebApp utilizing Donator Backer Packages (DBP) and Account Receipt Tickets (ARTs) to collect donations from subscribers.
- eCETP sells DBP bundles with ARTs purchased for each Donation Campaign. The license package eliminates purchasing the DBP and allows the license owner to enter the number of ART for each campaign.
- The License is for Alliance Partners interested in owning a Blockchain using cryptographic with fiat money as a hybrid donation and contribution platform.
- The platform is for processing cryptographic distributed Ledger Technology (DLT) Transactions as proof of concept that authenticates, tracks, and archives transactions for Virtual Financial assets sending and receiving fiat.
- The License is not for resale nor the transfer of the License to a third party.
- The License authorizes the Alliance Partner the right to rebrand, white-label, and sell donation services to any industry category.
- On-Demand Orders (ODO), the License also includes a fully functional eCETP, with Alliance Members' lifetime updates and support services.

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2 GRANT OF RIGHTS:

Licensor grants Licensee a nonexclusive license to use as a 10-user interface with unlimited ARTs.

3 LICENSE TERMS:

This License is effective when executed by both parties and the License granted to the Software remains in force until Licensee stops using the Software or until Licensor terminates this License because Licensee failed to comply with any of its terms and conditions.

4 LICENSE FEE:

The fee for the perpetual licenses program is to acquire the eCETP donation and Contribution as a Business Processing as a Service.

5 THE LICENSE OWNERSHIP PLAN:

Preset Pricing: Establishes acceptable currency values for calculating equations and formulas for Rewards and Benefits tables.

License Plan has 3-Option tables and a funding table showing potential earnings:

OPTION 1: 12-MONTHS LICENSE TO OWNERSHIP: \$38,000	OPTION 2: 18-MONTHS LICENSE TO OWNERSHIP: \$38,000
<ol style="list-style-type: none">Purchase 12 DBP Bundled Package totaling 48,000 ATRs.Execute Option by placing the first Month On-Demand Orders (ODO) for 2 Perpetual License Packages at 4,000 Account Receipt Tickets.Must Participate in Mandatory Training Program	<ol style="list-style-type: none">Purchase 18 DBP eCETP Bundled Package for 48,000 ATRs.Must place the first ODO for 2 Perpetual License Packages at 2,667 Account Receipt Tickets the first Month.Must Participate in Mandatory Training Program
Purchase Commitment: \$3,166.00	• Purchase Commitment: \$2,111

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<p>Option 3: Quick Payoff Initial Deposit Plan:</p> <ol style="list-style-type: none">1. Payoff the License anytime without penalties.2. Select Quick payoff plan with a 40% at \$15,000 Down Payment, license grant immediately.3. Must Participate in Mandatory Training Program. <p>The Balance of \$23,000 due within 12 months</p>	<p>12-Months Obtainable Results may vary per campaign:</p> <ol style="list-style-type: none">1. Preset Nonprofit Tax-exempt donation: \$40.2. Total Account Receipt Tickets: 4000.3. Monthly Donations goal: \$160,000.4. Must Participate in Mandatory Training Program <p>12-months Donation Projection: \$1,920,000.</p>
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6 ALTERNATIVE DONATION OFFERING:

The Licensee can reduce or increase the donation amount to achieve the license ownership amount, within 12 months, without penalties.

7 SOFTWARE TITLES:

Licensor retains title to and ownership of the Software; therefore, the Licensor includes all enhancements, modifications, and updates of the Software in the License Agreement.

8 SOFTWARE LICENSE KEY:

Each License is assigned a control key upon purchase. It links the owner to their eCETP WebApp and allows customer services to maintain historical data associated with the account. The key is not a cutoff link and is used only as stated.

9 MODIFICATIONS AND ENHANCEMENTS.:

Licensee will make no efforts to reverse engineer the Software or make any modifications or enhancements without Licensor's express written consent.

10 TERMINATION:

Licensor shall have the right to immediately terminate this License if Licensee fails to perform any obligation required of Licensee under this License or if Licensee becomes bankrupt or insolvent.

11 WARRANTY LIMITATIONS:

PERPETUAL SOFTWARE LICENSE AGREEMENT

LICENSOR WARRANTS THAT THE SOFTWARE WILL FUNCTION IN SUBSTANTIAL ACCORDANCE WITH THE DESCRIPTION AND SPECIFICATIONS OUTLINED IN THE ATTACHED SCHEDULE A. THE WARRANTY GRANTED HEREIN IS INSTEAD OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12 DAMAGE LIMITATIONS:

Neither party shall be liable to the other for indirect, special, consequential, or incidental damages, including loss of profits.

The Licensor's liability to the Licensee for any other damages relating to or arising out of this Agreement, whether, in contract, tort, or otherwise; in the event BPaaS is inoperative, the Force Majeure is applicable.

To enhance access to BPaaS processing, Switching to an alternative BPaaS to limit the meantime between downtime to ensure the Licensor can maintain a 99% uptime donation campaign operation.

13 REMEDY LIMITATIONS:

Licensor's entire liability and Licensor's sole and exclusive remedy for breach of the previous warranty shall be Licensor's option to either: or

- Repair the defects or replace the Software.

14 CONFIDENTIALITY:

Licensee will treat the Software as a trade secret and proprietary know-how belonging to Licensor that is being made available to Licensee in confidence. The Licensee agrees to treat the Software with at least the same care as it treats its confidential or proprietary information.

15 FORCE MAJEURE

The Licensee will be free of liability to the Licensor in the case as the Vendor is prevented from executing their obligations under this Agreement in whole in part due to Force Majeure, such as earthquake, typhoon, flood, fire, war, or any other unforeseen and uncontrollable event where the Vendor has taken all appropriate action to mitigate such an event.

16 ARBITRATION:

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The parties agree to submit any dispute under this License to binding arbitration under the rules of the American Arbitration Association in the following location: Miami, FL, or Silver Spring, Maryland, Judgment upon the award rendered by the arbitrator rendered in any court with authority.

17 ATTORNEY FEES:

Suppose any legal action is necessary to enforce this License. In that case, the prevailing party is entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.

18 GENERAL PROVISIONS:

18.1 Complete Agreement:

This License Agreement and all schedules referred to in this Agreement, incorporated herein by reference, constitute the sole and entire Agreement between the parties. Accordingly, this Agreement supersedes all prior understandings, agreements, representations, and documentation relating to the subject matter of this Agreement.

18.2 Modifications:

Modifications and amendments to this Agreement, including any exhibit, Schedule, or attachment hereto, shall be enforceable only if in writing and signed by authorized representatives of both parties.

18.3 Applicable law:

This License applies to the laws of the State of Maryland.

18.4 Notices:

All notices and other communications given in connection with this License shall be in writing and deemed provided as follows:

- When delivered personally to the recipient's address as appears in the introductory paragraph to this License.
- Three days after Look pretty good; why are they so much more significant in the United States mail? Postage is prepaid to the recipient's address as appears in the introductory paragraph to this License: or
- Giving Notice is when a recipient is known to the party sent by fax or telex to the last fax or telex number. Notice is effective upon receipt, provided that a duplicate copy of

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the Notice as first-class or certified mail immediately or the recipient delivers a written confirmation of receipt.

Any party changing its address in the introductory paragraph must provide a Notice of address change before the change by this paragraph.

18.5 No Agency:

Nothing contained herein shall construe the creation of any agency, partnership, joint venture, or other joint enterprises between the parties.

19 ASSIGNMENT:

The rights conferred by this License shall not be assignable by the Licensee without Licensor's prior written consent. The Licensor may impose a reasonable license fee on any such assignment.

SIGNATURES.

This License shall be signed by Clifford Pope, CEO on behalf of IJJ Corporation, and by _____, _____ on behalf of _____.

The License shall be effective once both parties have signed.

LICENSOR

LICENSEE

IJJ Corporation

By: _____
Name _____
 Print Name
Title: _____
Date: _____

By: _____
Name _____
 Print Name
Title: _____
Date: _____