

MASTER SOFTWARE PUBLISHING AND LICENSE AGREEMENT

THIS MASTER AGREEMENT (the "Agreement") is entered into and effective as of the date of acceptance (the "Effective Date"), by and between:

Analytical Agency Era of Changes, LLC, a limited liability company organized under the laws of the State of Delaware, with its principal place of business at **131 Continental Dr, Suite 305, Newark, DE 19713, USA** (hereinafter the "**Publisher**"),

AND

The individual or legal entity submitting the Software (hereinafter the "**Developer**").

The Publisher and Developer may be referred to individually as a "Party" and collectively as the "Parties."

ARTICLE 1. DEFINITIONS

1.1. "Software" means the source code, object code, algorithmic analysis tools, market indicators, data processing utilities, and related documentation submitted by Developer to Publisher. **This definition automatically includes all future updates, upgrades, patches, "Version 2.0" releases, and modifications** created by Developer that are based on the original code or serve a substantially similar function. **1.2. "Net Revenue"** means the gross revenue actually received by Publisher from the monetization of the Software, LESS: (a) refunds, returns, and chargebacks; (b) applicable taxes, VAT, and duties; (c) platform and payment processing fees (e.g., Stripe, bank wire fees); and (d) direct infrastructure/hosting costs attributable to the Software. **1.3. "Official Correspondence"** means written communication sent via the verified email channels defined in Section 11.1. **1.4. "User Data"** means all data generated by users on the Platform, including but not limited to trading history, emails, API keys, logs, and behavioral patterns.

ARTICLE 2. LICENSE GRANT AND OWNERSHIP

2.1. Grant of License. Subject to the terms of this Agreement, Developer grants to Publisher an **exclusive, worldwide, transferable, sub-licensable license** to use, host, reproduce, distribute, display, perform, modify, and monetize the Software and all its future updates.

2.2. Data Sovereignty. Developer acknowledges that **all User Data is the sole and exclusive property of the Publisher**. Developer is strictly prohibited from harvesting, storing, or analyzing User Data for any purpose other than debugging the Software within the Platform environment. Any attempt to export User Data is a material breach.

2.3. Regulatory Compliance. Developer acknowledges that the Software is intended solely for **analytical and informational purposes**. The Software shall not function as a "managed account" service or engage in activities requiring registration as a broker-dealer or investment advisor under US securities laws.

ARTICLE 3. FINANCIAL TERMS AND IDENTITY VERIFICATION (KYC)

3.1. Revenue Share.

- **Publisher:** 70% of Net Revenue.
- **Developer:** 30% of Net Revenue.

3.2. Condition Precedent: Identity Verification. **NO PAYMENTS SHALL BE MADE** until Developer has satisfactorily identified themselves via Official Correspondence: **(a) Proof of Identity:** Valid Passport or Government ID. **(b) Proof of Address:** Bank Statement or Utility Bill (not older than 3 months). The name on the account MUST match the ID. **(c) Tax Forms:** W-8BEN (Non-US) or W-9 (US).

3.3. Payment Terms. Publisher shall remit the Developer Share within **thirty (30) days** following the end of each calendar month via **Wire Transfer**. The Publisher reserves the right to withhold payments if banking details do not match the Developer's verified identity.

ARTICLE 4. DELIVERY, MAINTENANCE AND SLA

4.1. Delivery & Acceptance. Publisher shall have fourteen (14) days to evaluate the Software. If Publisher does not explicitly notify Developer of acceptance or publish the Software within this period, the Software is deemed **rejected**.

4.2. Support Obligation. Developer agrees to provide ongoing maintenance to ensure the Software remains compatible with external APIs (e.g., Exchange APIs) and free of critical bugs.

4.3. Right to Repair (SLA). If Developer fails to resolve a "Critical Error" (rendering the Software unusable) within **48 hours** of notification, Publisher reserves the right to engage third-party specialists to fix the issue. **Any costs incurred by Publisher for such repairs shall be deducted** from the Developer's future Revenue Share distributions.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

5.1. Developer warrants that: (a) they are the sole owner of the Software; (b) the Software does not infringe third-party rights; (c) the Software contains no Malicious Code.

ARTICLE 6. STRATEGIC ACQUISITION OPTION (BUYOUT PROCEDURE)

6.1. Call Option. Publisher has the irrevocable right to purchase all rights, title, and interest in the Software at any time.

6.2. Valuation Formula. Buyout Price = **12 (twelve) times the average monthly Developer Share** paid over the 3 full calendar months preceding the Buyout Notice.

6.3. Exercise Procedure. (a) Publisher sends a written "**Buyout Notice**" via Email. (b) Publisher remits the Buyout Price via Wire Transfer within **14 business days**. (c) The Payment Reference shall state: "**FULL BUYOUT SETTLEMENT: [Software Name]**".

6.4. Transfer of Title. Upon the initiation of the Wire Transfer, full ownership of the Software **automatically transfers** to Publisher. If Developer fails to execute transfer documents, Developer hereby appoints Publisher as its **attorney-in-fact** to execute them.

ARTICLE 7. TERM AND TERMINATION PROCEDURES

7.1. Initial Term (12-Month Lock-Up). The Agreement is non-cancellable by Developer for **twelve (12) months** from the Effective Date.

7.2. Publisher's Termination. Publisher may terminate at any time ("At-Will") by sending a Termination Notice.

7.3. Developer's Voluntary Termination (After Lock-Up). After the Initial Term, Developer may terminate by providing **sixty (60) days' prior written notice**.

- **Exit Buyout Trigger:** Upon receipt of such notice, Publisher reserves the right to exercise the Buyout Option under Section 6. Under such circumstances, Developer is obligated to accept the Buyout Price and transfer ownership.

ARTICLE 8. SECURITY BREACH AND REMEDIES

8.1. Zero Tolerance. Introduction of Malicious Code is a material breach. **8.2. Penalties.** In such event: (a) Developer **forfeits all unpaid revenue**; and (b) The License converts to a **Perpetual, Royalty-Free License** (Publisher retains the Software indefinitely without compensation).

ARTICLE 9. CONFIDENTIALITY

9.1. Confidentiality obligations regarding proprietary data survive for three (3) years after termination.

ARTICLE 10. LIABILITY AND DISCLAIMER

10.1. NO FINANCIAL ADVICE. The Software is provided for informational purposes only. Publisher is not a broker-dealer.

10.2. NO WARRANTY OF AVAILABILITY. Publisher does not guarantee that the Platform or the Software will be available, uninterrupted, or error-free 24/7. Publisher shall not be liable for any lost revenue or commissions resulting from server downtime, maintenance, cyber-attacks, or technical failures of the Platform.

10.3. LIMITATION OF LIABILITY. To the maximum extent permitted by law, Publisher shall not be liable for indirect damages, lost profits, or trading losses. Publisher's total liability is capped at the total amount paid to Developer in the **three (3) months** preceding any claim.

ARTICLE 11. NOTICES AND OFFICIAL COMMUNICATION

11.1. Official Channels.

- **Publisher:** admin@eraperemen.info
- **Developer:** The email address registered in the system.

11.2. Deemed Receipt. Any notice sent via email to the Official Address shall be deemed received and legally effective twenty-four (24) hours after sending. **11.3. Binding Effect.** Messages sent via messengers (Telegram, WhatsApp) are NOT legally binding.

ARTICLE 12. GENERAL PROVISIONS

12.1. Force Majeure. Neither Party shall be liable for delays or failure to perform (including delays in payments) caused by acts of God, war, sanctions, banking system failures, government restrictions, internet service provider failures, or other causes beyond their reasonable control. **12.2. Governing Law.** State of Delaware. **12.3. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties.