

WEB3 CERTIFICATION BOARD INC. LICENSE AGREEMENT

This Agreement ("Agreement") is entered into as of this ___ day of _____, 2024 ("Effective Date") by and between Web3 Certification Board Inc. ("W3CB"), a corporation with offices at 5830 E 2nd St Ste 7000, Casper, Wyoming 82601, and _____ ("Licensee"), located at _____.

WHEREAS W3CB offers blockchain-related educational materials, certification exams, and training courses, and Licensee desires to license such materials, exams, and services from W3CB, the parties hereby agree as follows:

1. Licensed Materials & Services

Details regarding the Licensed Materials and Services being provided under this Agreement are specified in Addendum A attached hereto and incorporated herein by reference.

2. Payment Terms

Detailed payment terms are set forth in Addendum B attached hereto and incorporated herein by reference.

3. Term and Termination

3.1 Term: This Agreement shall be effective from the Effective Date and shall continue for one (1) year unless terminated earlier.

3.2 Termination: Either party may terminate this Agreement with thirty (30) days' written notice. Upon termination:

- (a) Licensee shall immediately discontinue the use of the Licensed Materials and return or destroy any copies in its possession;
- (b) If W3CB terminates the Agreement without cause, the Licensee shall be entitled to a pro-rated refund of any pre-paid fees for the remaining term.
- (c) If the Licensee terminates the Agreement without cause, W3CB shall retain any pre-paid fees, and the Licensee shall not be entitled to any refund.

4. Confidentiality

4.1 Definition: "Confidential Information" means any proprietary information, technical data, or know-how provided by one party to the other, including but not limited to the Licensed Materials.

4.2 Obligations: Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose or use such information for any purpose other than as provided for in this Agreement.

5. Intellectual Property Rights

W3CB retains all rights, titles, and interests in the Licensed Materials, including all modifications, enhancements, or derivative works.

6. Indemnification

Licensee shall indemnify, defend, and hold harmless W3CB against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorney fees) arising out of the Licensee's use of the Licensed Materials, provided that:

- (a) W3CB promptly notifies the Licensee in writing of any such claim;
- (b) Licensee has sole control of the defense and settlement of such claim; and
- (c) W3CB cooperates with the Licensee, at Licensee's expense, in defending or settling the claim.

7. Miscellaneous

7.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

7.2 Governing Law: This Agreement shall be governed by the laws of Wyoming.

7.3 Amendments: This Agreement may only be amended in writing and signed by both parties.

7.4 Limitation of Liability: In no event shall W3CB be liable to the Licensee for any indirect, incidental, special, or consequential damages arising out of or related to this Agreement, even if W3CB has been advised of the possibility of such damages. In any event, W3CB's total liability to the Licensee for all damages arising out of or related to this Agreement shall not exceed the total License Fee paid by the Licensee.

7.5 Dispute Resolution: The parties agree to attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiations. If the dispute cannot be resolved through negotiations, it shall be resolved through binding arbitration administered by the American Arbitration Association following its Commercial Arbitration Rules. The arbitration shall take place in Casper, Wyoming.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Web3 Certification Board Inc.

[Licensee Name]

By: _____

By: _____

Name: Bryant D Nielson

Name: [Authorized Representative]

Title: CEO

Title: [Title]

Addendum A: Licensed Materials & Services

Web3 Certification Board Inc. License Agreement

This Addendum A to the License Agreement dated __ day of _____, 2024 ("Agreement") details the Licensed Materials and Services provided by Web3 Certification Board Inc. ("W3CB") to _____ ("Licensee").

1. Licensed Course Materials:

- Blockchain Foundations: Access foundational blockchain courses to introduce key concepts and technologies.
- Web3 Foundations: Courses covering the basics of decentralized applications, smart contracts, and the broader Web3 ecosystem.
- Data Protection & Regulation: Focused training on privacy, security, and regulatory considerations in blockchain and cryptocurrency environments.
- AI Essentials: Introduction to artificial intelligence (AI) technologies and their integration with blockchain technologies.

2. Certification Exam Vouchers:

- Licensee will receive fifty (50) vouchers redeemable for the following certification exams:
 - Web3+ Certification
 - Blockchain+ Certification

3. Support on Content:

- W3CB will provide ongoing support for the Licensed Materials for one (1) year from the Agreement's Effective Date. Support includes updates to course content and access to W3CB's dedicated support team for content-related inquiries and troubleshooting.

4. Train-the-Trainer Courses:

- Provision of specialized training courses for Licensee's trainers to ensure effective delivery of the Licensed Materials.

5. Train-the-Trainer Improvement Courses:

- Continuous improvement programs for trainers to enhance their educational techniques and adapt to evolving blockchain technologies.

Addendum B: Payment Terms

Web3 Certification Board Inc. License Agreement

This Addendum B to the License Agreement dated ___ day of _____, 2024 ("Agreement") specifies the payment terms agreed upon by Web3 Certification Board Inc. ("W3CB") and _____ ("Licensee").

1. Total License Fee:

- The total License Fee for the services and materials provided under this Agreement is USD 15,000.

2. Payment Due:

- The full License Fee is due and payable within ten (10) days of the Licensee receiving the invoice from W3CB.

3. Billing and Invoice Details:

- W3CB will issue an invoice immediately upon execution of the Agreement. The invoice will detail the License Fee due and will be sent to the Licensee's billing address as specified in the Agreement.

4. Late Payment:

- In the event payment is received after the due date, a late fee of 1.5% per month on the overdue amount may be applied.

5. Payment Method:

- Payments are to be made via bank transfer to the bank account specified in the invoice.

6. Refund Policy:

- In the event of termination of the Agreement by W3CB without cause, the Licensee is entitled to a pro-rated refund of any pre-paid fees covering the remainder of the term after termination.
- If the Licensee terminates the Agreement without cause, the pre-paid fees will be non-refundable.