

CO-OWNERSHIP AND LICENSING AGREEMENT

Date:

Parties:

1. **Eric Z. Ryder**, residing at 150 Coronado Ave, Half Moon Bay, CA 94019
(hereinafter referred to as "Owner 1")
2. **Russell E. Gruber**, residing at
(hereinafter referred to as "Owner 2")

RECITALS:

- A. Owner 1 conceived a concept for a web application focused on randomness experiments using a common software function, (Pseudo Random Number Generation / PRNG) to determine the outcome of a simulated roulette wheel spin.
- B. Owner 2 further evolved this web application concept to use Monte Carlo Simulation for use in telekinesis experiments.
- C. Owner 1 designed, developed, coded, and implemented the web application (hereinafter referred to as the "Website"), based on significant direction and statistical analysis knowledge. The website / web application is currently hosted on Owner 1's GitHub Pages account and personal domain.
- D. The Parties agree that the Website embodies the contributions of both Owners and desire to establish the terms of their co-ownership and the licensing of its use.

AGREEMENT:

1. Co-Ownership of the Website:

1.1. The Parties agree that all intellectual property rights associated with the current version of the Website, including but not limited to the code, design, user interface, architecture, and content, are owned equally (50/50) by Owner 1 and Owner 2.

2. License for Use:

2.1. Owner 1 hereby grants to Owner 2 a non-exclusive, revocable license to use, market, and potentially monetize the jointly owned Website. This license is contingent upon adherence to the terms of this Agreement.

3. Website Maintenance:

3.1. Owner 1 shall have the right, and may agree to, maintain the Website to ensure its continued functionality. The terms and compensation for any such maintenance services may be subject to a separate written agreement.

4. Right to Fork:

4.1. Under U.S. Copyright Law, and notwithstanding the co-ownership established in Section 1, Owner 1 retains the independent right to create, develop, and operate one or more forked versions of the Website's codebase for their own purposes, without requiring the consent of Owner 2.

4.2. Owner 2 also retains the independent right to create, develop, and operate one or more forked versions of the Website's codebase for their own purposes, without requiring the consent of Owner 1.

4.3. Each Owner agrees that any forked version they create and develop shall be their sole and exclusive property, and the other Owner shall have no ownership rights or claims to such forked version or any revenue generated therefrom. Each Owner will use reasonable efforts to differentiate their forked version to avoid direct market confusion.

5. Revenue Sharing from the Jointly Owned Website:

5.1. Any revenue generated directly from the use or monetization of the jointly owned Website (as distinct from revenue from independently forked versions), after deducting reasonable and mutually agreed-upon operating expenses, shall be divided equally (50/50) between the Owners.

5.2. A joint account may be established for the management and distribution of such revenue, subject to mutual agreement.

6. No Ongoing Partnership:

6.1. This Agreement establishes the terms of co-ownership and licensing of the existing Website and the independent right to fork. It does not constitute an ongoing business partnership between the Parties beyond these specific terms. Future collaborations or ventures would require a separate written agreement.

7. Governing Law, Entire Agreement, Amendments:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the States of both Hawaii and California.

9. Entire Agreement:

9.1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof¹ and supersedes all prior or contemporaneous communications and proposals, whether oral or written.²

10. Amendments:

10.1. This Agreement may be amended only by a written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed³ this Partnership Agreement as of the Date first written above.

Eric Zachary Ryder

Russell Gruber's Signature