

SOFTWARE LICENSE AGREEMENT

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This Software License Agreement ("Agreement") is entered into on January 15, 2024, between TechCorp Solutions Inc., a Delaware corporation with its principal office at 123 Technology Drive, San Francisco, CA 94105 ("Licensor"), and Acme Business LLC, a California limited liability company with its principal office at 456 Business Avenue, Los Angeles, CA 90210 ("Licensee").

1. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the software product known as "ContractAnalyzer Pro" (the "Software") for internal business purposes only.

2. LICENSE RESTRICTIONS

Licensee shall not:

- a) Copy, modify, or create derivative works of the Software
- b) Reverse engineer, decompile, or disassemble the Software
- c) Rent, lease, lend, sell, or sublicense the Software
- d) Remove or alter any proprietary notices or labels on the Software

3. PAYMENT TERMS

Licensee shall pay Licensor a one-time license fee of \$50,000 within thirty (30) days of execution of this Agreement. Late payments shall incur a penalty of 1.5% per month.

4. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall continue for a period of five (5) years unless terminated earlier in accordance with this section. Either party may terminate this Agreement with thirty (30) days written notice.

5. INTELLECTUAL PROPERTY

All rights, title, and interest in and to the Software, including all intellectual property rights, shall remain with Licensor. Licensee acknowledges that the Software is proprietary and confidential.

6. WARRANTY DISCLAIMER

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8. CONFIDENTIALITY

Licensee agrees to maintain the confidentiality of the Software and any related documentation. Licensee shall not disclose any confidential information to third parties without prior written consent.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LICENSOR: LICENSEE:

TechCorp Solutions Inc. Acme Business LLC

By: _____ By: _____

Name: John Smith Name: Jane Doe

Title: CEO Title: CTO

Date: _____ Date: _____