Subscription Agreement

This Subscription Agreement (the "Agreement") is made and entered into as of **June 15, 2024** by and between:

- **Party A:** TechNova Solutions Inc., a Delaware Corporation with its principal place of business at 123 Main Street, San Francisco, California, 94105 (hereinafter referred to as "Company A" or "Company"); and
- **Party B:** RetailPro Systems LLC, a New York Limited Liability Company with its principal place of business at 456 Park Avenue, New York, New York, 10022 (hereinafter referred to as "Customer").

1. Definitions 1.1 **Subscription Services:** The cloud-based inventory management software and related services as described in Section 2. 1.2 **Subscription Term:** The initial term and any renewal terms as specified in Section 3. 1.3 **Subscription Fee:** The fees payable by Customer to Company as specified in Section 4.

2. Subscription Services Company agrees to provide Customer with the following Subscription Services: [Detailed description of the Subscription Services, including any specific features, functionalities, or limitations].

3. Subscription Term 3.1 **Initial Term:** The initial term of this Agreement shall commence on **July 1, 2024** and continue for a period of twelve (12) months (the "Initial Term"). 3.2 **Renewal Term:** Unless either party provides written notice of termination at least thirty (30) days prior to the end of the Initial Term or any subsequent Renewal Term, this Agreement shall automatically renew for successive twelve (12)-month periods (each, a "Renewal Term").

4. Fees and Payment 4.1 **Subscription Fee:** Customer shall pay Company a Subscription Fee of $5,000 USD per month for the Subscription Services. 4.2 **Payment Terms:** Invoices will be issued by Company on the 1st of each month. Payment is due within fifteen (15) days from the invoice date. 4.3 **Taxes:** Customer shall be responsible for all taxes, duties, or levies imposed on the Subscription Services, except for taxes based solely on Company's income.

5. Use of Subscription Services 5.1 **Authorized Use:** Customer may use the Subscription Services solely for its internal business purposes in accordance with this Agreement and any applicable documentation. 5.2 **Restrictions:** Customer shall not: (a) modify, adapt, or create derivative works of the Subscription Services; (b) sublicense, assign, or transfer the Subscription Services; (c) reverse engineer, decompile, or disassemble the Subscription Services.

6. Support and Maintenance Company will provide reasonable support and maintenance for the Subscription Services during the Subscription Term as described in the online documentation or support portal.

7. Intellectual Property 7.1 **Company Intellectual Property:** Company retains all right, title, and interest in and to the Subscription Services and all related intellectual property rights. 7.2

Customer Intellectual Property: Customer retains all right, title, and interest in and to any intellectual property developed by Customer prior to or independent of this Agreement.

8. Confidentiality Each party agrees to protect the other party's confidential information from unauthorized disclosure.

9. Termination 9.1 **Termination for Cause:** Either party may terminate this Agreement for cause upon thirty (30) days' written notice to the other party in case of material breach of this Agreement that is not cured within thirty (30) days after receipt of written notice. 9.2 **Termination Without Cause:** Either party may terminate this Agreement without cause upon sixty (60) days' written notice to the other party. 9.3 **Effects of Termination:** Upon termination, Customer shall cease using the Subscription Services and return or destroy all copies of the Subscription Services and related materials.

10. Indemnification [Indemnification provisions, specifying which party indemnifies the other for certain claims or liabilities.]

11. Limitation of Liability [Limitation of liability provisions, specifying the maximum liability of each party for breach of contract damages.]

12. Governing Law and Dispute Resolution This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in San Francisco, California.

13. Entire Agreement This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

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

[Signature of Party A] John Doe CEO, TechNova Solutions Inc.

[Signature of Party B] Jane Smith CEO, RetailPro Systems LLC