

COMPREHENSIVE SOFTWARE DEVELOPMENT AND LICENSING AGREEMENT

This Software Development and Licensing Agreement ("Agreement") is entered into on January 15, 2025, between TechInnovate Corporation, a Delaware corporation with its principal place of business at 123 Innovation Drive, San Francisco, CA 94105 ("Company"), and Digital Solutions LLC, a California limited liability company with its principal place of business at 456 Tech Boulevard, Palo Alto, CA 94301 ("Developer").

RECITALS

WHEREAS, Company desires to engage Developer to create custom software solutions and obtain licensing rights thereto; and

WHEREAS, Developer has the expertise, resources, and capability to develop such software solutions in accordance with Company's specifications; and

WHEREAS, the parties wish to set forth the terms and conditions governing their relationship;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Confidential Information" means any and all proprietary, non-public information disclosed by either party, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information.

1.2 "Deliverables" means all software, documentation, reports, and other work products to be delivered by Developer under this Agreement.

1.3 "Intellectual Property" means all intellectual property rights worldwide, including patents, copyrights, trademarks, trade secrets, and moral rights.

1.4 "Software" means the computer programs, applications, and related documentation to be developed by Developer pursuant to this Agreement.

2. SCOPE OF WORK

2.1 Developer shall design, develop, test, and deliver the Software in accordance with the specifications set forth in Exhibit A, which is incorporated herein by reference.

2.2 Developer shall provide all necessary services, including but not limited to: (a) Software architecture and design (b) Programming and coding (c) Testing and quality assurance (d) Documentation preparation (e) User training and support during the warranty period

2.3 Any modifications to the scope of work must be agreed upon in writing by both parties and shall be subject to additional compensation as mutually agreed.

3. PAYMENT TERMS

3.1 Total Project Fee: Company shall pay Developer a total fee of \$250,000 for the development of the Software ("Project Fee").

3.2 Payment Schedule: (a) \$62,500 upon execution of this Agreement (b) \$62,500 upon completion of the design phase (c)

\$62,500 upon completion of the development phase (d) \$62,500 upon final delivery and acceptance

3.3 All payments shall be made within thirty (30) days of receipt of Developer's invoice. Late payments shall incur a service charge of 1.5% per month or the maximum rate permitted by law, whichever is less.

3.4 Company shall reimburse Developer for all reasonable out-of-pocket expenses incurred in connection with the performance of services, provided such expenses are pre-approved in writing by Company.

4. TIMELINE AND MILESTONES

4.1 The project shall commence on February 1, 2025, and shall be completed by August 31, 2025, subject to the milestone schedule set forth in Exhibit B.

4.2 Time is of the essence. Developer acknowledges that timely performance is critical to Company's business operations.

4.3 If Developer fails to meet any milestone deadline, Company may, at its sole discretion, terminate this Agreement and seek damages for breach.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership: All Intellectual Property rights in and to the Software and Deliverables shall vest exclusively in Company upon payment

of the applicable milestone payment.

5.2 Work for Hire: The Software and all Deliverables shall be deemed "works made for hire" under U.S. copyright law. To the extent any such work is not deemed a work made for hire, Developer hereby assigns all rights, title, and interest therein to Company.

5.3 Developer Representations: Developer represents and warrants that the Software will not infringe upon any third-party Intellectual Property rights and that Developer has the right to grant the rights set forth herein.

6. CONFIDENTIALITY

6.1 Each party acknowledges that it may have access to Confidential Information of the other party. Each party agrees to maintain in confidence all Confidential Information received from the other party.

6.2 The obligations of confidentiality shall survive termination of this Agreement and shall continue for a period of five (5) years from the date of disclosure.

6.3 Confidential Information shall not include information that: (a) is or becomes publicly available through no breach of this Agreement; (b) is rightfully received from a third party without breach of any confidentiality obligation; or (c) is independently developed without use of Confidential Information.

7. WARRANTIES AND REPRESENTATIONS

7.1 Developer Warranties: Developer warrants that: (a) It has the full corporate power and authority to enter into this Agreement (b) The Software will be free from material defects for ninety (90) days following delivery (c) The Software will perform substantially in accordance with the specifications (d) It will perform services in a professional and workmanlike manner

7.2 Company Warranties: Company warrants that it has the authority to enter into this Agreement and will provide Developer with all necessary information and cooperation.

7.3 DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH HEREIN, DEVELOPER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION

8.1 Developer Indemnification: Developer shall indemnify, defend, and hold harmless Company from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) Any breach of Developer's representations, warranties, or obligations hereunder (b) Any claim that the Software infringes any third-party Intellectual Property rights (c) Developer's negligent acts or omissions

8.2 Company Indemnification: Company shall indemnify, defend, and hold harmless Developer from and against any claims arising out of Company's use of the Software in a manner not contemplated

by this Agreement or Company's breach of its obligations hereunder.

9. LIMITATION OF LIABILITY

9.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION.

9.2 EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY COMPANY TO DEVELOPER UNDER THIS AGREEMENT.

9.3 The limitations set forth in this Section 9 shall not apply to breaches of confidentiality obligations or indemnification obligations.

10. TERMINATION

10.1 Termination for Convenience: Either party may terminate this Agreement upon sixty (60) days' written notice to the other party.

10.2 Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

10.3 Effect of Termination: Upon termination, Company shall pay Developer for all work performed and accepted prior to termination. All Confidential Information shall be returned or destroyed.

11. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, government actions, labor disputes, or pandemics, provided that the affected party gives prompt notice and uses reasonable efforts to remedy the situation.

12. DISPUTE RESOLUTION

12.1 Negotiation: The parties shall attempt to resolve any dispute through good faith negotiations for a period of thirty (30) days.

12.2 Mediation: If negotiation fails, the parties shall submit the dispute to binding mediation under the Commercial Mediation Rules of the American Arbitration Association.

12.3 Arbitration: If mediation fails, any remaining dispute shall be resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, with the arbitration to be held in San Francisco, California.

13. 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 laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California.

14. GENERAL PROVISIONS

14.1 Entire Agreement: This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

14.2 Amendment: This Agreement may be amended only by a written instrument signed by both parties.

14.3 Assignment: Neither party may assign this Agreement without the prior written consent of the other party, except that Company may assign this Agreement to an affiliate or in connection with a merger or sale of assets.

14.4 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14.5 Notices: All notices required hereunder shall be in writing and delivered by certified mail, overnight courier, or email with confirmation of receipt.

14.6 Independent Contractors: The parties are independent contractors and nothing herein shall create an employment, partnership, or joint venture relationship.

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

TECHINNOVATE CORPORATION DIGITAL SOLUTIONS LLC

By: /s/ Sarah Johnson By: /s/ Michael Chen Name: Sarah Johnson Name: Michael Chen Title: Chief Executive Officer Title: Managing Member Date: January 15, 2025 Date: January 15, 2025

EXHIBIT A - SOFTWARE SPECIFICATIONS [Detailed technical specifications would be attached]

EXHIBIT B - MILESTONE SCHEDULE [Detailed project timeline would be attached]