SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into as of February 21, 2026, between Quantum Software Solutions, Inc., a corporation duly organized and existing under the laws of the State of Delaware ("Licensor"), and Digital Enterprises Global, LLC, a limited liability company organized under the laws of the State of California ("Licensee"). WHEREAS, the Licensor has developed certain proprietary software known as "QuantumDeploy Enterprise Suite" (the "Software"); and WHEREAS, the Licensor desires to license the Software to the Licensee, and the Licensee desires to obtain such license, upon the terms and conditions set forth herein. NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License

    a. Subject to the terms and conditions of this Agreement, the Licensor grants to the Licensee a non-exclusive, non-transferable license to use the Software solely for the Licensee's internal business operations.

    b. The license granted herein is limited to the number of concurrent users as specified in the applicable Order Form executed by both parties.

    c. Licensee may install the Software on a reasonable number of computers necessary to exercise the license granted herein, provided that the total number of concurrent users does not exceed the licensed capacity.

    d. All rights not expressly granted to the Licensee are reserved to the Licensor and may be exercised only with the prior written consent of the Licensor.

2. Restrictions and Prohibitions

    a. Licensee shall not: (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software; (ii) remove or alter any proprietary notices, labels, or marks on the Software; (iii) rent, lease, lend, sell, or offer to sell the

Software; (iv) use the Software to provide services to third parties without prior written consent.

b. Licensee shall not use the Software in any manner that could damage, disable, or impair the Software or any systems connected thereto.

c. Licensee acknowledges that the Software contains valuable trade secrets and proprietary information of the Licensor and shall maintain the confidentiality of such information.

d. Any violation of these restrictions shall constitute a material breach of this Agreement and shall result in immediate termination of the license grant.

3. Intellectual Property Rights

a. The Software and all copies thereof are proprietary to the Licensor and all right, title, and interest in the Software, including all intellectual property rights therein, remain with the Licensor.

b. Licensee acknowledges that no title to the intellectual property in the Software is transferred to Licensee by virtue of this Agreement or the delivery of the Software to Licensee.

c. Licensee shall not register, license, or claim ownership of the Software, trademarks, or any other intellectual property rights in the Software.

d. This Agreement does not authorize Licensee to use the Licensor's name, trademark, logo, or other marks without express written consent of the Licensor.

4. Term and Termination

a. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year unless earlier terminated in accordance with the provisions hereof ("Initial Term").

b. This Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

c. 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 of written notice.

d. Upon termination, all rights granted to Licensee shall immediately cease, and Licensee shall promptly return or certify destruction of all copies of the Software.

5. Limitation of Liability and Warranties

a. 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, OR NON-INFRINGEMENT.

b. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY LICENSEE HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

d. Some jurisdictions do not allow the exclusion or limitation of certain warranties or damages; accordingly, some of the above limitations may not apply to Licensee.

LICENSOR: **LICENSEE:**

Quantum Software Solutions, Inc.   Digital Enterprises Global, LLC
_____   _____

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____