

# SOFTWARE LICENSE AGREEMENT

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**Parties:** This Agreement is made between **AlphaTech Solutions Ltd.** ("Licensor") and **BetaCorp Inc.** ("Licensee") as of November 17, 2025.

## ARTICLE I: LICENSE GRANT

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**1.1. License Scope.** Licensor hereby grants to Licensee a non-exclusive, non-transferable, worldwide license to use the Software solely for Licensee's internal business operations.

## ARTICLE II: PAYMENT TERMS

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**2.1. License Fees.** The Licensee shall pay the Licensor an annual fee of \$15,000 USD. Payment is due within thirty (30) days of the invoice date.

**2.2. Late Payments.** Any payments not received by the due date shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date such payment was due until the date paid.

## ARTICLE III: WARRANTIES

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**3.1. Limited Warranty.** Licensor warrants that the Software will perform substantially in accordance with its documentation for a period of ninety (90) days from the Effective Date. This warranty is void if failure results from misuse.

**3.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3.1, THE SOFTWARE IS PROVIDED "AS IS" AND THE LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## ARTICLE IV: TERMINATION

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**4.1. Termination for Breach.** 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 sixty (60) days of receiving written notice thereof.

## ARTICLE V: MISCELLANEOUS

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**5.1. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.