

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into as of January 1, 2023, by and between:

LICENSOR: ControlSync Solutions, a Texas corporation with principal offices at 1200 Innovation Park Drive, Austin, TX 78758 ("ControlSync")

and

LICENSEE: [Licensee Company Name], a [State] corporation with principal offices at [Address] ("Licensee")

1. DEFINITIONS

1.1 "Software" shall mean ControlSync's proprietary industrial automation software platform, including all associated documentation, updates, and related intellectual property.

1.2 "Licensed Materials" shall encompass the software, user documentation, application programming interfaces, and related technical materials provided by ControlSync.

1.3 "Subscription Term" means the initial period of twelve (12) months from the Effective Date, with potential renewal options as specified herein.

2. LICENSE GRANT

2.1 Subject to the terms and conditions of this Agreement, ControlSync hereby grants Licensee a non-exclusive, non-transferable license to use the Software within the scope of Licensee's internal business operations.

2.2 License Scope: a) Permitted User Count: Up to 50 concurrent users b) Deployment: Cloud-based and on-premise hybrid configuration c) Geographic Limitation: North American operations only

2.3 Licensee shall not: - Reverse engineer the Software - Distribute or sublicense the Software - Create derivative works without explicit written consent - Use the Software for purposes outside authorized business operations

3. SUBSCRIPTION FEES

3.1 Licensee shall pay ControlSync an annual subscription fee of \$125,000, payable in quarterly installments of \$31,250.

3.2 Payment Terms: - Due within 30 days of invoice date - Payments made via electronic bank transfer - Late payments subject to 1.5% monthly interest charge

3.3 Fee Adjustments: - Annual price may increase up to 5% per contract year - Price increases communicated 60 days prior to renewal

4. SUPPORT AND MAINTENANCE

4.1 ControlSync shall provide: - Standard software updates - Technical support during business hours (8am-6pm CST) - Online knowledge base access - Quarterly system performance reports

4.2 Support Levels: - Critical issues: Response within 4 hours - High-priority issues: Response within 8 business hours - Standard issues: Response within 24 business hours

5. INTELLECTUAL PROPERTY

5.1 ControlSync retains all intellectual property rights to the Software, including patents, copyrights, and trade secrets.

5.2 Licensee acknowledges that no ownership rights are transferred, only a limited use license.

6. WARRANTY AND DISCLAIMER

6.1 ControlSync warrants that the Software will perform substantially in accordance with documentation for a period of 90 days from delivery.

6.2 EXCEPT AS EXPLICITLY STATED, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

7. LIMITATION OF LIABILITY

7.1 Maximum Liability: Total aggregate liability shall not exceed the total fees paid by Licensee during the preceding 12-month period.

7.2 ControlSync shall not be liable for: - Indirect or consequential damages - Lost profits - Business interruption - Data loss or corruption

8. TERMINATION

8.1 Either party may terminate this Agreement for material breach with 30 days written notice.

8.2 Upon termination, Licensee must: - Cease Software usage - Delete all Licensed Materials - Provide written certification of deletion

9. CONFIDENTIALITY

9.1 Both parties shall maintain strict confidentiality of proprietary information.

9.2 Confidentiality obligations survive termination of this Agreement for a period of five (5) years.

10. MISCELLANEOUS

10.1 Governing Law: Laws of the State of Texas 10.2 Dispute Resolution: Mandatory arbitration in Austin, Texas 10.3 Force Majeure: Standard commercial exceptions apply

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ControlSync Solutions [Licensee