

INTELLECTUAL PROPERTY LICENSE AGREEMENT

PARTIES

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

ControlSync Solutions, a Delaware corporation with principal offices at 1200 Innovation Park Drive, Austin, Texas 78758 ("Licensor")

and

TechNova Automation Systems, Inc., a California corporation with principal offices at 500 Industrial Way, San Jose, California 95134 ("Licensee")

RECITALS

WHEREAS, ControlSync Solutions is the owner of certain proprietary industrial automation software technologies and intellectual property related to predictive maintenance and operational intelligence platforms;

WHEREAS, TechNova Automation Systems seeks to integrate and utilize certain licensed technologies for enhanced industrial control system capabilities;

WHEREAS, the parties desire to establish the terms and conditions under which Licensor will grant Licensee a limited license to use specific intellectual property;

DEFINITIONS

1.1 "Licensed Technology" shall mean the specific software modules, algorithms, and associated documentation owned by ControlSync Solutions, as more particularly described in Exhibit A attached hereto.

1.2 "Confidential Information" means all proprietary technical and business information disclosed by the Licensor, whether in written, electronic, or other tangible form.

1.3 "Effective Date" means January 1, 2023.

LICENSE GRANT

2.1 Limited License. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable license to use the Licensed Technology solely for internal business purposes within Licensee's industrial automation product development and integration workflows.

2.2 Scope of License. The license granted herein is limited to: a) Use of the Licensed Technology on Licensee's internal systems b) Integration of Licensed Technology into Licensee's product development processes c) Modification of Licensed Technology for compatibility purposes

2.3 Restrictions. Licensee shall not: a) Reverse engineer the Licensed Technology b) Distribute or sublicense the Licensed Technology c) Remove or alter any proprietary markings d) Use the Licensed Technology for competitive analysis

INTELLECTUAL PROPERTY RIGHTS

3.1 Ownership. All right, title, and interest in the Licensed Technology shall remain exclusively with ControlSync Solutions.

3.2 Improvements. Any modifications or derivative works created by Licensee shall be assigned to Licensor, with Licensee receiving a perpetual, royalty-free license to use such improvements.

FINANCIAL TERMS

4.1 License Fee. Licensee shall pay Licensor an initial license fee of \$250,000, payable within 30 days of the Effective Date.

4.2 Royalties. Licensee shall pay ongoing royalties of 5% of net revenue derived from products incorporating the Licensed Technology, payable quarterly.

4.3 Audit Rights. Licensor may audit Licensee's financial records related to Licensed Technology usage with 30 days' written notice.

CONFIDENTIALITY

5.1 Each party shall maintain the confidentiality of the other party's Confidential Information, using at least the same degree of care used to protect its own confidential information.

5.2 Confidentiality obligations shall survive for five (5) years following termination of this Agreement.

WARRANTY AND DISCLAIMER

6.1 Licensor warrants that it has the right to license the Licensed Technology.

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

TERM AND TERMINATION

7.1 Initial Term. This Agreement shall remain in effect for an initial period of three (3) years from the Effective Date.

7.2 Termination. Either party may terminate this Agreement for material breach with 60 days' written notice and opportunity to cure.

MISCELLANEOUS

8.1 Governing Law. This Agreement shall be governed by the laws of the State of California.

8.2 Entire Agreement. This document constitutes the entire understanding between the parties.

SIGNATURES

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

ControlSync Solutions By: _____ Name: Elena Rodriguez Title: Chief Executive Officer
Date: January 1, 2023

TechNova Automation Systems, Inc. By: _____ Name: Michael Chen Title: Chief
Technology Officer