

SOFTWARE DEVELOPMENT AGREEMENT

THIS SOFTWARE DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between ACME SOFTWARE SOLUTIONS, INC., with its principal place of business located at TBD ("Developer"), and GLOBAL ENTERPRISE SYSTEMS, LLC, with its principal place of business located at 789 Corporate Drive, Boston, MA 02110 ("Client").

1. SERVICES

1.1 Services. Developer shall provide Client with software development services (the "Services") as may be reasonably requested by Client from time to time. The specific Services shall be mutually agreed upon by the parties.

1.2 Timeline. Developer shall commence the Services promptly after the execution of this Agreement and shall complete the Services within a reasonable time frame.

1.3 Acceptance. Client shall have a reasonable period of time to review and test the deliverables. If the deliverables fail to meet the agreed-upon specifications, Client shall notify Developer in writing, and Developer shall use commercially reasonable efforts to correct the deficiencies.

2. COMPENSATION

2.1 Fees. Client shall pay Developer for the Services at the rates to be determined by the parties.

2.2 Expenses. Client shall reimburse Developer for all reasonable expenses incurred in connection with the Services.

2.3 Payment Terms. Developer shall invoice Client on a monthly basis. Payment terms shall be net 30 days from receipt of invoice.

3. TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the date of execution and shall continue until completion of the Services, unless earlier terminated as provided herein.

3.2 Termination. This Agreement may be terminated by Developer at any time and for any reason upon providing written notice to Client. Client may terminate this Agreement only upon material breach by Developer that remains uncured for a period of 60 days following written notice thereof.

4. INTELLECTUAL PROPERTY

4.1 Ownership. Developer shall retain all right, title, and interest in and to all intellectual property developed or created by Developer in connection with the Services, including all patent rights, copyrights,

trade secrets, and know-how.

4.2 License. Upon payment in full of all fees and expenses due under this Agreement, Developer grants to Client a non-exclusive, non-transferable license to use the deliverables solely for Client's internal business purposes.

4.3 Third-Party Components. The deliverables may incorporate third-party components. Client's use of such third-party components shall be subject to the terms and conditions imposed by the respective third-party licensors.

5. CONFIDENTIALITY

5.1 Confidentiality. Each party shall maintain in confidence all confidential information disclosed by the other party. The receiving party shall use the confidential information solely for the purpose of performing its obligations under this Agreement and shall not disclose such confidential information to any third party.

5.2 Exclusions. The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) is rightfully received by the receiving party from a third party without a duty of confidentiality; (c) is independently developed by the receiving party without reference to the disclosing party's confidential information; or (d) is required to be disclosed by law or court order.

6. WARRANTIES AND DISCLAIMERS

6.1 Developer Warranties. Developer warrants that the Services will be performed in a professional manner.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR DELIVERABLES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1 Disclaimer of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Cap on Liability. DEVELOPER'S TOTAL LIABILITY TO CLIENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO DEVELOPER DURING THE THREE (3)

MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

8. INDEMNIFICATION

8.1 Client Indemnification. Client shall indemnify, defend, and hold harmless Developer from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Client's use of the deliverables.

8.2 Developer Indemnification. Developer shall have no obligation to indemnify Client for any reason whatsoever.

9. GENERAL PROVISIONS

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Developer's principal place of business, without giving effect to any choice of law or conflict of law provisions.

9.2 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration conducted in a location to be determined by Developer.

9.3 Assignment. Developer may assign this Agreement to any third party at its sole discretion. Client may not assign this Agreement without Developer's prior written consent.

9.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

9.5 Force Majeure. Developer shall not be liable for any failure or delay in performance due to causes beyond its reasonable control.

9.6 Waiver. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

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

9.8 Survival. The provisions of Sections 4, 5, 6, 7, 8, and 9 shall survive the termination or expiration of this Agreement.

9.9 Amendments. This Agreement may be amended only by a written instrument signed by both parties.

9.10 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand, by courier, or by certified mail (return receipt requested).

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

DEVELOPER:

ACME SOFTWARE SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

GLOBAL ENTERPRISE SYSTEMS, LLC

By: _____

Name: _____

Title: _____

Date: _____