SOFTWARE LICENSE AGREEMENT

AGREEMENT

This Software License Agreement (the "Agreement") is made effective as of March 1, 2024, by and between:

Global Software Solutions LLC ("Licensor"), a company organized under the laws of Delaware, with its principal place of business at 789 Tech Boulevard, Austin, TX 78701

Enterprise Systems Corp ("Licensee"), a company organized under the laws of California, with its principal place of business at 321 Business Park, Los Angeles, CA 90210

LICENSED SOFTWARE

The "Licensed Software" refers to:

- Enterprise Resource Planning Suite v3.2
- Customer Relationship Management Module
- Inventory Management System
- Financial Reporting Tools
- API Integration Framework

LICENSE GRANT

Subject to the terms and conditions of this Agreement, Licensor grants Licensee a non-exclusive, non-transferable license to:

- Install and use the Licensed Software on up to 500 concurrent users
- Access and use the cloud-based components
- Receive updates and maintenance releases
- Use the software for internal business operations only

LICENSE FEES AND PAYMENT

Initial License Fee

Licensee shall pay an initial license fee of $250,000 USD upon execution of this Agreement.

Annual Maintenance Fee

Licensee shall pay an annual maintenance fee of $50,000 USD, due on the anniversary of the Agreement date.

Per-User Fee

For each additional user beyond 500, Licensee shall pay $500 USD per user per year.

Payment Terms

All payments shall be made within 30 days of invoice date. Late payments shall incur interest at 1.5% per month.

TERM AND TERMINATION

Term

This Agreement shall commence on March 1, 2024, and continue for a period of 5 years, unless earlier terminated.

Renewal

This Agreement shall automatically renew for successive 2-year terms unless either party provides written notice of non-renewal at least 90 days prior to the end of the current term.

Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party:

- Materially breaches any provision of this Agreement
- Becomes insolvent or files for bankruptcy
- Engages in illegal activities

Effect of Termination

Upon termination:

- Licensee shall cease all use of the Licensed Software
- Licensee shall return or destroy all copies of the software
- Licensor shall provide data export assistance for 30 days

WARRANTIES AND DISCLAIMERS

Licensor Warranties

Licensor warrants that:

- The Licensed Software will perform substantially in accordance with the documentation
- Licensor has the right to grant the license
- The software does not infringe on third-party intellectual property rights

Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE LICENSED SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special, or consequential damages arising out of or relating to this Agreement.

CONFIDENTIALITY

Both parties agree to maintain the confidentiality of proprietary information exchanged during the term of this Agreement.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of Delaware. Any disputes shall be resolved in the courts of Delaware.

SIGNATURES

Global Software Solutions LLC By: _____ Title: Chief Executive Officer Date: March 1, 2024

Enterprise Systems Corp By: _____ Title: Chief Technology Officer Date: March 1, 2024