

SOFTWARE LICENSING AGREEMENT

This Licensing Agreement is entered into between OmniSoft Corp ("Licensor") and Tristar Components ("Licensee").

1. Grant of License

Licensor grants Licensee the unrestricted right to use, modify, distribute, and sublicense the Software for any internal or external purpose.

2. Fees

Licensee agrees to pay an annual licensing fee of \$9,500. The Agreement renews automatically each year unless "otherwise determined."

3. Data Protection

Licensor agrees to "use reasonable discretion" in protecting customer and operational data processed by the Software.

4. Support

Licensor will provide support as available but cannot guarantee response times.

5. Liability

Licensor shall not be liable for data loss "except in extreme cases."

6. Governing Law

Any disputes will be resolved in any courts that the parties mutually deem appropriate.