

# SOFTWARE LICENSE AGREEMENT

**Contract Number:** SLA-2024-001

**Effective Date:** January 15, 2024

**Expiration Date:** January 14, 2027

## PARTIES

This Software License Agreement ("Agreement") is entered into between **TechVendor Solutions Inc.** ("Licensor"), a Delaware corporation with principal offices at 123 Innovation Drive, San Francisco, CA 94105, and **Global Finance Corp.** ("Licensee"), a New York corporation with principal offices at 456 Wall Street, New York, NY 10005.

## ARTICLE 1: PAYMENT TERMS

**1.1 Base License Fee:** Licensee shall pay an annual license fee of \$850,000, payable in quarterly installments of \$212,500. **AUDIT NOTE: First payment due within 15 days of contract execution (non-standard - typically 30 days).**

**1.2 Variable Usage Fees:** In addition to the base fee, Licensee shall pay usage fees calculated as follows: \$0.15 per transaction for the first 1,000,000 transactions per month, \$0.10 per transaction for transactions 1,000,001 to 5,000,000, and \$0.05 per transaction thereafter. **AUDIT NOTE: Usage fees are uncapped and could result in significant cost overruns.**

**1.3 Automatic Price Escalation:** The license fee shall automatically increase by the greater of (a) 8% annually or (b) the Consumer Price Index plus 3%. **AUDIT NOTE: Escalation clause is above market rate (typical 3-5%).**

## ARTICLE 2: LIABILITY AND INDEMNIFICATION

**2.1 Limitation of Liability:** Licensor's total liability under this Agreement shall not exceed the lesser of (i) \$50,000 or (ii) the fees paid by Licensee in the three months preceding the claim. **AUDIT NOTE: Liability cap is significantly lower than annual contract value (\$850,000) - only 5.9% of annual fees.**

**2.2 Licensee Indemnification:** Licensee shall indemnify, defend, and hold harmless Licensor from any claims arising from Licensee's use of the Software, including but not limited to data breaches, regulatory violations, and third-party claims. This indemnification obligation survives termination of this Agreement for a period of seven (7) years. **AUDIT NOTE: Unlimited indemnification obligation with extended survival period.**

## ARTICLE 3: TERMINATION

**3.1 Termination for Convenience:** Licensor may terminate this Agreement for any reason upon 30 days written notice. Licensee may terminate only upon 180 days written notice and payment of a termination fee equal to 50% of the remaining contract value. **AUDIT NOTE: Asymmetric termination rights with substantial early termination penalty.**

**3.2 Data Retention:** Upon termination, Licensor shall retain Licensee's data for 90 days, after which all data will be permanently deleted. Data extraction services are available for a fee of \$25,000. **AUDIT NOTE:** Short data retention period with additional extraction fees.

## ARTICLE 4: RENEWAL

**4.1 Automatic Renewal:** This Agreement shall automatically renew for successive three-year terms unless either party provides written notice of non-renewal at least 180 days prior to the end of the then-current term. **AUDIT NOTE: Auto-renewal with extended notice period (typical is 60-90 days).**

## SIGNATURES

LICENSOR: TechVendor Solutions Inc.

LICENSEE: Global Finance Corp.

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Sarah Mitchell, CEO

Date: January 15, 2024

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Robert Chen, CFO

Date: January 15, 2024