

SOFTWARE LICENSE AND SERVICES AGREEMENT

Effective Date: April 1, 2026 | Agreement No. SLA-2026-0088

1. Definitions

"Authorized Users" means employees, contractors, and agents of Licensee who have been granted access credentials to use the Software in accordance with this Agreement.

"Confidential Information" means any non-public information disclosed by either party, including but not limited to trade secrets, business plans, source code, customer data, and pricing information, whether disclosed orally, in writing, or electronically.

"Documentation" means the user manuals, technical specifications, API references, and other materials provided by Licensor that describe the features, functions, and operation of the Software.

"Effective Date" means April 1, 2026, the date on which this Agreement becomes binding on both parties.

"Fees" means the license fees, service fees, and any other charges payable by Licensee to Licensor as set forth in Schedule A.

"Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, and other proprietary rights recognized under applicable law.

"License Term" means the initial period of twelve (12) months from the Effective Date, plus any Renewal Terms as described in Section 8.

"Licensee" means Redwood Industries LLC, the entity granted the right to use the Software under this Agreement.

"Licensor" means CloudForge Systems Inc., the entity that owns and provides the Software.

"Maintenance Window" means the scheduled period during which Licensor may perform system maintenance, typically Saturday 2:00 AM – 6:00 AM Pacific Time.

"Personal Data" means any information that identifies or could reasonably be used to identify a natural person, as defined under applicable data protection laws including CCPA and GDPR.

"Professional Services" means implementation, configuration, training, and custom development services provided by Licensor as described in a Statement of Work.

"Renewal Term" means each successive twelve (12) month period following the initial License Term, subject to the auto-renewal provisions of Section 8.

"Service Level Agreement" or "SLA" means the uptime guarantees, response time commitments, and remedies set forth in Schedule B.

"Software" means the CloudForge Platform, version 4.x, including all modules, updates, patches, and bug fixes provided during the License Term.

"Statement of Work" or "SOW" means a document executed by both parties that describes specific Professional Services, deliverables, timelines, and associated Fees.

"Uptime Percentage" means the proportion of time the Software is available and operational during a calendar month, calculated as described in the SLA.

2. License Grant

2.1 Subject to payment of the Fees and compliance with this Agreement, Licensor grants Licensee a non-exclusive, non-transferable license to allow up to fifty (50) Authorized Users to access and use the Software during the License Term.

2.2 Licensee shall not: (a) sublicense, sell, or distribute the Software; (b) reverse engineer, decompile, or disassemble the Software; (c) use the Software to develop a competing product; or (d) exceed the number of Authorized Users without Licensor's prior written consent and payment of additional Fees.

3. Professional Services

3.1 Licensor shall provide Professional Services as described in each Statement of Work. All SOWs must be signed by both parties and are incorporated into this Agreement by reference.

3.2 Licensor shall provide the Documentation to all Authorized Users. Documentation may be updated from time to time during the License Term.

4. Fees and Payment

4.1 Licensee shall pay all Fees as set forth in Schedule A. Annual license Fees are due within thirty (30) days of invoice. Professional Services Fees are invoiced monthly in arrears.

4.2 Fees for each Renewal Term shall increase by no more than 5% over the previous term unless otherwise agreed in writing.

5. Service Levels

5.1 Licensor guarantees an Uptime Percentage of 99.9% measured monthly, excluding scheduled Maintenance Windows. If the Uptime Percentage falls below the SLA threshold, Licensee shall receive service credits as described in Schedule B.

5.2 Licensor shall provide 48-hour advance notice of any Maintenance Window changes.

6. Data Protection

6.1 Licensor shall process Personal Data only as instructed by Licensee and in compliance with applicable data protection laws. Licensor shall implement appropriate technical and organizational measures to protect Personal Data and Confidential Information.

6.2 Upon termination, Licensor shall return or destroy all Personal Data within thirty (30) days, at Licensee's election.

7. Intellectual Property

7.1 Licensor retains all Intellectual Property Rights in the Software, Documentation, and any derivative works. Nothing in this Agreement transfers ownership of any Intellectual Property Rights to Licensee.

7.2 Custom work product created under a Statement of Work shall be owned by Licensee, subject to Licensor's retained rights in its pre-existing Intellectual Property Rights.

8. Term and Renewal

8.1 The initial License Term begins on the Effective Date and continues for twelve (12) months. Thereafter, this Agreement shall automatically renew for successive Renewal Terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.