DATA ANALYTICS PLATFORM USAGE AGREEMENT

PARTIES

This Data Analytics Platform Usage Agreement (the "Agreement") is entered into as of January 22, 2024 (the "Effective Date") by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Nexus" or the "Provider")

AND

[CLIENT NAME], a [STATE] [ENTITY TYPE] with principal offices at [ADDRESS] (the "Client")

RECITALS

WHEREAS, Nexus develops and maintains an advanced AI-powered predictive analytics platform (the "Platform") designed for enterprise-level digital transformation and intelligent automation;

WHEREAS, the Client desires to utilize the Platform for its operational analytics and predictive maintenance requirements;

WHEREAS, the parties wish to establish the terms and conditions governing the Platform's usage;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1 "Confidential Information" shall mean all proprietary technical and business information disclosed by either party, including but not limited to Platform architecture, algorithmic methodologies, and performance metrics.

2 "Platform" refers to Nexus Intelligent Systems' web-based predictive analytics software, including all associated APIs, machine learning models, and data processing capabilities.

3 "User" means any individual authorized by the Client to access and utilize the Platform under this Agreement.

2. PLATFORM ACCESS AND LICENSING

1 Platform License

Nexus grants the Client a non-exclusive, non-transferable license to access and utilize the Platform during the Agreement term, subject to the following restrictions:

a) Access limited to [NUMBER] concurrent Users

b) Usage restricted to the Client's internal business operations

c) No sublicensing or third-party access permitted without written consent

2 Authentication and Security

The Client shall:

- Implement robust authentication protocols

- Maintain confidentiality of access credentials

- Promptly notify Nexus of any unauthorized access

3. SERVICE LEVELS AND PERFORMANCE

1 Platform Availability

Nexus guarantees 99.5% monthly platform uptime, excluding scheduled maintenance windows.

2 Performance Metrics

The Platform shall:

- Process data queries within 500 milliseconds

- Support concurrent machine learning model executions

- Provide real-time predictive maintenance insights

3 Support and Maintenance

Nexus will provide:

- 24/7 technical support

- Quarterly platform updates

- Proactive security patch management

4. DATA HANDLING AND PRIVACY

1 Data Ownership

- Client retains ownership of all uploaded data

- Nexus receives a limited license to process data for Platform functionality

2 Data Protection

Nexus shall:

- Implement industry-standard encryption (AES-256)

- Comply with GDPR, CCPA, and relevant data protection regulations

- Maintain comprehensive data breach response protocols

5. FEES AND PAYMENT

1 Pricing Structure

- Monthly Subscription: $15,000

- Additional User License: $750 per user

- Data Processing Overage: $0.25 per GB

2 Payment Terms

- Net 30 days from invoice date

- Late payments subject to 1.5% monthly interest

- Suspension of service for consecutive missed payments

6. INTELLECTUAL PROPERTY

1 Ownership

- Nexus retains all intellectual property rights to the Platform

- Client receives a non-exclusive usage license

2 Restrictions

The Client shall not:

- Reverse engineer the Platform

- Create derivative works

- Attempt to circumvent technological protection measures

7. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

Maximum aggregate liability shall not exceed the total fees paid by the Client in the preceding 12-month period.

2 Indemnification

Each party shall indemnify the other against third-party claims arising from:

- Breach of Agreement

- Negligence

- Willful misconduct

8. TERMINATION

1 Termination Rights

- Either party may terminate for material breach

- Client may terminate with 30 days written notice

- Nexus reserves right to terminate for repeated violations

2 Post-Termination Obligations

Upon termination, the Client shall:

- Cease Platform access

- Delete all downloaded datasets

- Provide certification of data destruction

9. MISCELLANEOUS

1 Governing Law

This Agreement shall be governed by California law.

2 Dispute Resolution

Mandatory arbitration in Santa Clara County, California.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[CLIENT NAME]

By:

[Authorized Signatory]

[Title]