

Enterprise Software Subscription Terms - NexusAI Suite

PREAMBLE

These Enterprise Software Subscription Terms ("Agreement") are entered into as of January 22, 2024 by and between Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Innovation Park Drive, San Jose, California 95134 ("Nexus" or "Provider"), and the undersigned enterprise customer ("Customer").

1. DEFINITIONS

1 "Software" shall mean the NexusAI Suite enterprise predictive analytics platform, including all associated modules, APIs, documentation, and related intellectual property.

2 "Subscription Term" means the initial contracted period for software access, typically twelve (12) consecutive months from the effective date.

3 "Confidential Information" includes all proprietary technical and business information disclosed by either party during the course of this Agreement.

2. SUBSCRIPTION GRANT

1 Subject to full payment and compliance with this Agreement, Nexus grants Customer a non-exclusive, non-transferable license to access and utilize the NexusAI Suite software during the Subscription Term.

2 The license is limited to:

- a) Internal enterprise use
- b) Deployment across Customer's authorized enterprise infrastructure
- c) Access for up to the specified number of concurrent user licenses

3 Customer shall not:

- a) Reverse engineer the Software
- b) Attempt to derive source code
- c) Distribute or sublicense the Software to third parties
- d) Use the Software for competitive analysis

3. SERVICE LEVELS

1 Nexus guarantees 99.95% platform availability during standard business hours, excluding scheduled maintenance windows.

2 Technical support shall be provided through:

- a) 24/7 critical issue response
- b) Dedicated enterprise support portal
- c) Priority escalation protocols
- d) Assigned technical account management

3 Response time commitments:

- Critical Issues: 30-minute initial response
- High Priority: 2-hour response
- Standard Issues: 8-hour response

4. PRICING AND PAYMENT

1 Subscription fees are structured as follows:

- a) Base Platform License: \$75,000 annually
- b) Per User License: \$1,250 per named user
- c) Additional module/feature pricing as mutually agreed

2 Payment Terms:

- Annual prepayment required
- Net 30-day invoice terms
- Prorated adjustments for mid-term license modifications

3 Pricing includes:

- Software access
- Standard platform updates
- Technical support
- Security patch management

5. DATA PROTECTION & SECURITY

1 Nexus implements enterprise-grade security protocols including:

- a) AES-256 encryption
- b) Multi-factor authentication
- c) SOC 2 Type II compliance
- d) Regular third-party security audits

2 Customer data remains exclusively owned by Customer, with Nexus maintaining strict confidentiality and non-disclosure obligations.

6. WARRANTY & LIABILITY

1 Nexus warrants that the Software will perform substantially in accordance with published specifications.

2 Liability Limitations:

- a) Maximum aggregate liability capped at total contract value
- b) Exclusion of consequential or indirect damages
- c) No liability for data loss or business interruption

7. TERMINATION

1 Either party may terminate for material breach with 30-day cure period.

2 Upon termination, Customer must:

- a) Cease Software usage
- b) Return or certify deletion of Confidential Information
- c) Pay any outstanding fees

8. MISCELLANEOUS

1 Governing Law: State of California

2 Dispute Resolution: Binding arbitration in Santa Clara County

3 Force Majeure provisions standard to technology service agreements

9. SIGNATURES

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

CUSTOMER REPRESENTATIVE

By:

[Customer Authorized Signatory]

Title:

Date: