

PLATFORM ACCESS AND USER LICENSING AGREEMENT

PARTIES

This Platform Access and User Licensing Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

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

AND

[LICENSEE COMPANY NAME], a [STATE] corporation with principal offices at [FULL ADDRESS] ("Licensee")

RECITALS

WHEREAS, Licensor develops and maintains an advanced AI-powered predictive maintenance and enterprise analytics platform (the "Platform");

WHEREAS, Licensee desires to obtain a limited license to access and utilize the Platform for its internal business purposes;

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

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

1. DEFINITIONS

1 "Platform" shall mean Nexus Intelligent Systems' proprietary software-as-a-service predictive maintenance and analytics technology, including all associated algorithms, databases, user interfaces, and related intellectual property.

2 "User" shall mean an individual employee or authorized contractor of Licensee who is granted specific access credentials to the Platform.

3 "Confidential Information" shall include all technical, financial, and operational information

disclosed by Licensor, whether in written, electronic, or other tangible form.

2. LICENSE GRANT

1 Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable license to:

- a) Access the Platform through authorized user credentials
- b) Utilize Platform functionalities for Licensee's internal business purposes
- c) Enable up to [NUMBER] concurrent Users

2 Licensee shall not:

- a) Reverse engineer or attempt to deconstruct Platform technologies
- b) Distribute, sublicense, or resell Platform access
- c) Use the Platform for purposes outside its intended enterprise analytics functions

3. SUBSCRIPTION TERMS

1 Initial Term: Twelve (12) months from the Effective Date

2 Subscription Fees:

- a) Monthly Platform Access Fee: \$[AMOUNT]
- b) Per-User License Fee: \$[AMOUNT] per authorized User
- c) Fees are payable monthly in advance

3 Fee Adjustments: Licensor reserves the right to modify subscription fees upon sixty (60) days written notice.

4. DATA PROTECTION AND SECURITY

1 Licensee shall implement and maintain appropriate security protocols to prevent unauthorized Platform access.

2 Licensee acknowledges that:

- a) All Platform data remains the exclusive property of Licensor
- b) Licensee shall not store or duplicate Platform data outside authorized mechanisms
- c) Breach of data protection provisions constitutes material Agreement violation

5. INTELLECTUAL PROPERTY

1 Licensor retains all intellectual property rights associated with the Platform, including patents, copyrights, and trade secrets.

2 Licensee shall not:

- a) Claim ownership of Platform technologies
- b) Modify or create derivative works without explicit written consent
- c) Remove or alter any proprietary markings

6. WARRANTY AND LIABILITY

1 Platform is provided "AS IS" without additional warranties.

2 Licensor's maximum liability is limited to the total fees paid by Licensee during the preceding twelve (12) months.

3 Licensee assumes full responsibility for:

- a) Appropriate Platform usage
- b) Verification of output accuracy
- c) Compliance with applicable regulations

7. TERMINATION

1 Either party may terminate this Agreement for cause upon thirty (30) days written notice of material breach.

2 Upon termination, Licensee shall:

- a) Immediately cease Platform access
- b) Certify destruction of any downloaded materials
- c) Return all Confidential Information

8. MISCELLANEOUS

1 Governing Law: State of California

2 Entire Agreement: This document constitutes the complete understanding between parties.

3 Amendment: Only written agreements signed by authorized representatives shall modify this Agreement.

SIGNATURE PAGE

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[LICENSEE COMPANY]

By:

[Authorized Signatory Name]

[Title]