

SOFTWARE LICENSE AGREEMENT

Intelligent Recommendation System v2.4

PARTIES

This Software License Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

LICENSOR: Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, CA 95134 ("Nexus")

and

LICENSEE: [LICENSEE NAME] ("Licensee")

RECITALS

WHEREAS, Nexus has developed a proprietary software platform known as the Intelligent Recommendation System version 2.4 ("Licensed Software");

WHEREAS, Licensee desires to obtain a license to utilize the Licensed Software for its internal business purposes;

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

1. DEFINITIONS

1 "Licensed Software" shall mean the Intelligent Recommendation System v2.4, including all associated documentation, algorithms, and source code modules developed by Nexus.

2 "Confidential Information" shall include all technical, financial, and operational information disclosed by Nexus, including but not limited to source code, algorithmic designs, and performance metrics.

3 "Permitted Use" shall mean the internal deployment of the Licensed Software for predictive analytics, machine learning, and enterprise diagnostic purposes within Licensee's authorized operational environments.

2. LICENSE GRANT

1 Subject to the terms and conditions of this Agreement, Nexus hereby grants Licensee a non-exclusive, non-transferable license to use the Licensed Software.

2 The license shall be limited to:

- a) Installation on up to 50 concurrent user instances
- b) Use within Licensee's enterprise infrastructure
- c) Modification of configuration parameters
- d) Integration with existing enterprise systems

3 Licensee expressly acknowledges that no source code access is provided under this license.

3. RESTRICTIONS

1 Licensee shall not:

- a) Reverse engineer the Licensed Software
- b) Distribute or sublicense the software to third parties
- c) Create derivative works without explicit written consent
- d) Remove or alter any copyright, trademark, or proprietary notices

4. INTELLECTUAL PROPERTY

1 Nexus retains all intellectual property rights, title, and interest in the Licensed Software.

2 Any improvements or modifications made by Licensee shall be immediately assigned to Nexus.

5. FEES AND PAYMENT

1 Licensee shall pay an annual licensing fee of \$125,000, payable in quarterly installments of \$31,250.

2 Fees are due within 30 days of invoice date and shall be subject to a 1.5% monthly late payment penalty.

6. WARRANTY AND DISCLAIMER

1 Nexus warrants that the Licensed Software will perform substantially in accordance with its documentation for a period of 90 days from delivery.

2 EXCEPT AS EXPLICITLY STATED HEREIN, THE SOFTWARE IS PROVIDED "AS IS"

WITHOUT WARRANTY OF ANY KIND.

7. LIMITATION OF LIABILITY

1 Nexus's total liability shall not exceed the total fees paid by Licensee in the preceding 12-month period.

2 Nexus shall not be liable for any indirect, consequential, or special damages.

8. TERM AND TERMINATION

1 This Agreement shall remain in effect for an initial term of 24 months.

2 Either party may terminate the Agreement for material breach with 30 days written notice.

9. GOVERNING LAW

1 This Agreement shall be governed by the laws of the State of California.

2 Any disputes shall be resolved through binding arbitration in Santa Clara County, California.

10. MISCELLANEOUS

1 This Agreement constitutes the entire understanding between the parties.

2 Amendments must be made in writing and signed by authorized representatives.

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

By:

[Authorized Signatory]

[Title]