

TECHNOLOGY LICENSING AGREEMENT

PARTIES

This Technology 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 Innovation Park Drive, San Jose, California 95134 ("Licensor")

AND

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

RECITALS

WHEREAS, Licensor has developed a proprietary deep learning framework with advanced predictive analytics capabilities (the "Licensed Technology");

WHEREAS, Licensee desires to obtain a non-exclusive license to utilize the Licensed Technology for enterprise applications;

WHEREAS, Licensor is willing to grant such license under the terms and conditions set forth herein;

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

1. DEFINITIONS

1 "Licensed Technology" shall mean Nexus Intelligent Systems' proprietary deep learning framework, including source code, documentation, algorithms, and associated intellectual property rights.

2 "Confidential Information" shall mean all technical, business, and strategic information disclosed by Licensor, whether in written, electronic, or oral form.

3 "Permitted Use" shall mean the application of Licensed Technology solely within Licensee's internal enterprise infrastructure for predictive maintenance and analytics purposes.

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) Install and utilize the Licensed Technology
- (b) Create derivative works for internal enterprise applications
- (c) Access associated documentation and training materials

2 Licensee expressly acknowledges that:

- (a) No ownership rights are transferred
- (b) Reverse engineering is strictly prohibited
- (c) Sub-licensing is not permitted without prior written consent

3. FINANCIAL TERMS

1 Licensing Fees

- (a) Initial License Fee: \$250,000 USD, payable within 30 days of execution
- (b) Annual Maintenance Fee: \$75,000 USD, due annually on the anniversary of this Agreement
- (c) Usage-Based Royalties: 3% of incremental revenue directly attributable to Licensed Technology implementation

2 Payment Terms

- (a) All payments shall be made in United States Dollars
- (b) Late payments will accrue interest at 1.5% per month
- (c) Taxes and withholdings are Licensee's responsibility

4. INTELLECTUAL PROPERTY RIGHTS

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

2 Licensee agrees to:

- (a) Preserve all copyright and proprietary notices
- (b) Not modify or obscure ownership markings
- (c) Implement reasonable security measures to prevent unauthorized access

5. REPRESENTATIONS AND WARRANTIES

1 Licensor represents and warrants that:

- (a) It possesses full legal right to license the technology
- (b) The Licensed Technology does not infringe third-party intellectual property rights
- (c) The technology meets professional industry standards for performance and reliability

2 Licensee acknowledges that the Licensed Technology is provided "AS IS" without additional warranties.

6. CONFIDENTIALITY

1 Each party shall:

- (a) Maintain strict confidentiality of the other party's proprietary information
- (b) Limit disclosure to employees with a legitimate need to know
- (c) Implement appropriate security protocols

2 Confidentiality obligations survive termination of this Agreement for a period of five (5) years.

7. TERM AND TERMINATION

1 Initial Term: Three (3) years from the effective date

2 Renewal: Automatic one-year renewals unless either party provides 90-days written notice

3 Termination Conditions:

- (a) Material breach with 30-day cure period
- (b) Immediate termination for unauthorized technology transfer
- (c) Licensee's bankruptcy or insolvency

8. LIMITATION OF LIABILITY

1 Maximum Aggregate Liability: Limited to total fees paid under this Agreement

2 Exclusions: Neither party shall be liable for indirect, consequential, or punitive damages

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 Entire Agreement: This document constitutes the complete understanding between parties

2 Amendments: Must be in writing and signed by authorized representatives

SIGNATURES

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 SIGNATURE BLOCK]