

# ENTERPRISE SOFTWARE LICENSING OPERATIONAL AGREEMENT

## PREAMBLE

This Enterprise Software Licensing Operational Agreement ("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 ("Licensee")

AND

[COUNTERPARTY SOFTWARE PROVIDER], a [STATE] corporation with principal offices at [ADDRESS] ("Licensor")

## 1. DEFINITIONS

1 "Software" shall mean the proprietary enterprise predictive maintenance and machine learning diagnostic platform developed by Licensor, including all associated modules, APIs, documentation, and related intellectual property.

2 "Licensed Technology" means the Software, including all current and future versions, updates, patches, and derivative works licensed under this Agreement.

3 "Confidential Information" means all non-public technical, financial, and operational information exchanged between the parties, including source code, algorithmic designs, and business strategies.

## 2. LICENSE GRANT

1 Limited License. Licensor grants Licensee a non-exclusive, non-transferable license to utilize the Licensed Technology within Licensee's enterprise environment, subject to the terms and conditions herein.

2 Scope of Use. The license permits:

- a) Installation on up to 250 concurrent user endpoints
- b) Integration with Licensee's existing enterprise infrastructure
- c) Internal modification and customization for operational purposes

3 Restrictions. Licensee shall not:

- a) Reverse engineer or decompile the Licensed Technology
- b) Sublicense or transfer licensing rights
- c) Reproduce the Software beyond necessary operational backup
- d) Use the Software for competitive analysis or development

### **3. LICENSING FEES AND PAYMENT**

1 Initial License Fee. Licensee shall pay Licensor an initial licensing fee of \$475,000, payable within 30 days of the Effective Date.

2 Annual Maintenance and Support Fee. An additional annual fee of \$125,000 shall be paid for ongoing software maintenance, technical support, and version updates.

3 Payment Terms. All payments shall be made via wire transfer to the designated bank account provided by Licensor. Late payments will accrue interest at 1.5% per month.

### **4. IMPLEMENTATION AND SUPPORT**

1 Implementation Services. Licensor shall provide:

- a) Initial software deployment assistance
- b) Configuration support for Licensee's specific enterprise environment
- c) Knowledge transfer and training for up to 15 technical personnel

2 Technical Support. Licensor will provide:

- a) 24x7 critical issue support
- b) Software updates and patches
- c) Quarterly performance review and optimization consultation

### **5. INTELLECTUAL PROPERTY**

1 Ownership. All intellectual property rights in the Licensed Technology remain exclusively with Licensor.

2 Modifications. Any customizations developed jointly shall be jointly owned, with Licensor retaining primary intellectual property rights.

## **6. WARRANTY AND LIABILITY**

1 Software Warranty. Licensor warrants that the Software:

- a) Substantially conforms to published specifications
- b) Will perform without material defects
- c) Complies with applicable data protection regulations

2 Limitation of Liability. Total aggregate liability shall not exceed the total fees paid by Licensee during the preceding 12-month period.

## **7. TERM AND TERMINATION**

1 Initial Term. This Agreement shall remain in effect for an initial period of 36 months from the Effective Date.

2 Renewal. The Agreement may be renewed for successive 12-month periods upon mutual written agreement.

3 Termination Conditions:

- a) Material breach with 30-day cure period
- b) Bankruptcy or insolvency of either party
- c) Mutual written agreement

## **8. CONFIDENTIALITY**

1 Each party shall maintain strict confidentiality of the other's Confidential Information for a period of five (5) years following disclosure.

2 Confidentiality obligations survive the termination of this Agreement.

## **9. MISCELLANEOUS**

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

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

3 Force Majeure. Neither party shall be liable for delays caused by unforeseeable circumstances

beyond reasonable control.

## **SIGNATURE PAGE**

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

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Name: Dr. Elena Rodriguez

Title: Chief Executive Officer

Date: January 22, 2024

[COUNTERPARTY SOFTWARE PROVIDER]

**By:**

Name: [Authorized Signatory]

Title: [Title]

Date: [Date]