

MACHINE LEARNING PLATFORM LICENSING CONTRACT

PARTIES

This Machine Learning Platform Licensing Contract (the "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 ("Licensor")

AND

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

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. has developed proprietary machine learning platform technologies for predictive maintenance and enterprise analytics;

WHEREAS, Licensee desires to obtain a limited license to utilize certain proprietary machine learning technologies developed by Licensor;

WHEREAS, the parties wish to establish the terms and conditions governing the licensing of such technologies;

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 Licensor's proprietary machine learning algorithms, diagnostic tools, and associated software platforms specifically outlined in Exhibit A.

2 "Confidential Information" shall include all technical, financial, and operational information disclosed by Licensor, whether in written, electronic, or oral form.

3 "Enterprise Deployment" means implementation of Licensed Technology across multiple organizational units or geographic locations of Licensee.

2. LICENSE GRANT

1 Limited License. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable license to utilize the Licensed Technology.

2 Scope of Use. The license shall be restricted to internal business purposes within Licensee's organization and shall not permit sublicensing or third-party distribution.

3 Geographic Restrictions. The license shall be limited to use within [SPECIFIED GEOGRAPHIC REGION].

3. LICENSING FEES

1 Initial License Fee. Licensee shall pay Licensor an initial licensing fee of \$250,000, payable within 30 days of the Effective Date.

2 Annual Maintenance Fee. An annual maintenance and support fee of \$75,000 shall be paid by Licensee, with the first payment due on the anniversary of the Effective Date.

3 Usage-Based Pricing. Additional fees may apply based on enterprise deployment scale, as detailed in the attached pricing schedule (Exhibit B).

4. INTELLECTUAL PROPERTY RIGHTS

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

2 Restrictions. Licensee shall not:

- a) Reverse engineer the Licensed Technology
- b) Modify or create derivative works without explicit written consent
- c) Remove or alter any copyright, trademark, or proprietary notices

5. CONFIDENTIALITY

1 Confidentiality Obligations. Each party agrees to maintain strict confidentiality regarding the other party's Confidential Information.

2 Protection Standards. Confidential Information shall be protected using no less than reasonable commercial standards of confidentiality.

3 Exclusions. Confidentiality obligations shall not apply to information that:

- a) Is publicly available
- b) Was known prior to disclosure
- c) Is independently developed

6. WARRANTY AND DISCLAIMER

1 Limited Warranty. Licensor warrants that the Licensed Technology will perform substantially in accordance with its documentation for a period of 90 days.

2 Disclaimer. EXCEPT AS EXPLICITLY STATED HEREIN, THE LICENSED TECHNOLOGY IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

7. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability. Neither party's total liability shall exceed the total fees paid under this Agreement.

2 Indemnification. Each party shall indemnify the other against third-party claims arising from breach of this Agreement.

8. 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 by mutual written consent, subject to renegotiation of terms.

3 Termination. Either party may terminate this Agreement for material breach after providing 30 days' written notice.

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 Entire Agreement. This document constitutes the entire understanding between the parties.

SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[LICENSEE NAME]

By:

[AUTHORIZED SIGNATORY]

[TITLE]