

COGNITIVE COMPUTING LICENSING AGREEMENT

PARTIES

This Cognitive Computing Licensing 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, California 95134 ("Nexus")

and

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

RECITALS

WHEREAS, Nexus is the owner of certain proprietary cognitive computing technologies, machine learning algorithms, and predictive analytics platforms (collectively, the "Licensed Technology");

WHEREAS, Licensee desires to obtain a limited license to utilize certain components of the Licensed Technology for specific enterprise applications;

WHEREAS, Nexus 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's proprietary AI-powered predictive maintenance platforms, machine learning diagnostic tools, and associated intellectual property, as more specifically described in Exhibit A.

2 "Permitted Purpose" shall mean the exclusive use of Licensed Technology for internal enterprise diagnostic and predictive maintenance applications within Licensee's [INDUSTRY] operations.

3 "Confidential Information" shall mean all technical, financial, and operational information disclosed by Nexus, whether in written, electronic, or oral form.

2. LICENSE GRANT

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

2 Scope of License. The license granted herein is limited to:

- a) Internal implementation of Licensed Technology
- b) Use by Licensee's authorized personnel
- c) Integration within Licensee's existing technological infrastructure

3 Restrictions. Licensee shall not:

- a) Reverse engineer the Licensed Technology
- b) Sublicense or transfer rights to any third party
- c) Modify or create derivative works without prior written consent
- d) Use the Licensed Technology for competitive analysis

3. FINANCIAL TERMS

1 License Fees. Licensee shall pay Nexus:

- 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 Royalty: 3% of incremental operational efficiency gains directly attributable to the Licensed Technology

2 Payment Terms. All payments shall be made via wire transfer to Nexus's designated account.

4. INTELLECTUAL PROPERTY

1 Ownership. Nexus retains all right, title, and interest in the Licensed Technology, including all patents, copyrights, and trade secrets.

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

5. CONFIDENTIALITY

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

2 Permitted Disclosure. Confidential Information may be disclosed only to employees with a legitimate need to know, subject to comparable confidentiality restrictions.

6. WARRANTY AND LIABILITY

1 Limited Warranty. Nexus warrants that the Licensed Technology will perform substantially in accordance with its documentation for a period of twelve (12) months.

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

7. TERM AND TERMINATION

1 Initial Term. This Agreement shall remain in effect for an initial period of three (3) years from the effective date.

2 Termination. Either party may terminate this Agreement for material breach after providing thirty (30) days written notice and opportunity to cure.

8. 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.

SIGNATURE PAGE

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Name: Dr. Elena Rodriguez

Title: Chief Executive Officer

LICENSEE

By:

Name: [AUTHORIZED SIGNATORY]

Title: [TITLE]