

CROSS-DOMAIN MACHINE LEARNING MODEL LICENSE AGREEMENT

PARTIES

This Cross-Domain Machine Learning Model License Agreement (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, Licensor has developed proprietary machine learning models with cross-domain predictive capabilities in industrial diagnostics and maintenance optimization;

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

WHEREAS, the parties wish to establish the terms and conditions governing the use of such intellectual property;

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, predictive models, and associated documentation specifically identified in Exhibit A.

2 "Permitted Purpose" means the internal use of Licensed Technology for predictive maintenance and diagnostic analysis within Licensee's industrial operations.

3 "Confidential Information" means all technical, financial, and operational information disclosed by Licensor, whether in written, electronic, or other tangible form.

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) Use the Licensed Technology within Licensee's operational environments
- (b) Integrate the Licensed Technology with Licensee's existing systems
- (c) Create derivative works limited to specific industrial use cases

2 Licensee expressly acknowledges that:

- (a) No ownership rights are transferred
- (b) All intellectual property remains exclusively with Licensor
- (c) Reverse engineering is strictly prohibited

3. LICENSE FEES

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

2 Annual maintenance and support fees shall be \$75,000, due on each anniversary of the Effective Date.

3 Fees are subject to annual Consumer Price Index (CPI) adjustments.

4. RESTRICTIONS

1 Licensee shall not:

- (a) Sublicense or transfer Licensed Technology
- (b) Modify source code without explicit written consent
- (c) Use Licensed Technology for competitive analysis
- (d) Expose Licensed Technology to third-party environments

5. CONFIDENTIALITY

1 Licensee shall maintain strict confidentiality, implementing at least the same protective measures used to safeguard its own proprietary information.

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

6. WARRANTY AND DISCLAIMER

1 Licenser warrants that Licensed Technology will perform substantially in accordance with accompanying documentation.

2 ALL WARRANTIES ARE EXPLICITLY LIMITED. LICENSED TECHNOLOGY IS PROVIDED "AS IS" WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

1 Maximum aggregate liability shall not exceed total fees paid by Licensee during the preceding twelve (12) months.

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

8. TERM AND TERMINATION

1 Initial term is three (3) years from the Effective Date.

2 Renewal subject to mutual written agreement and renegotiation of terms.

3 Immediate termination possible for material breach with 30-day cure period.

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.

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]