

SOFTWARE-AS-A-SERVICE (SaaS) LICENSING AGREEMENT

PARTIES

This Software-as-a-Service (SaaS) 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, Austin, Texas 78758 ("Nexus")

and

LICENSEE: [Client Name], a [State of Incorporation] corporation with principal offices at [Full Address] ("Client")

RECITALS

WHEREAS, Nexus develops and maintains advanced AI-powered predictive maintenance and digital transformation software platforms;

WHEREAS, Client desires to license certain software services from Nexus for enterprise use;

WHEREAS, the parties wish to define the terms and conditions of software access and usage;

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the parties covenant and agree as follows:

1. DEFINITIONS

1 "Software" shall mean Nexus's proprietary AI-driven predictive maintenance platform, including all associated modules, APIs, and supporting documentation.

2 "Subscription Term" means the initial period of software access, as specified in Section 3.

3 "Confidential Information" means all proprietary technical and business information disclosed between parties during the Agreement.

2. LICENSE GRANT

1 Subject to the terms herein, Nexus grants Client a non-exclusive, non-transferable license to access

and utilize the Software during the Subscription Term.

2 Permitted Use Restrictions:

- a) Client may access the Software solely for internal business purposes
- b) Maximum concurrent user limit: 50 named users
- c) Prohibited from reverse engineering, decompiling, or attempting to derive source code

3 Client shall not:

- Sell, resell, rent, lease, or distribute the Software
- Create derivative works without explicit written consent
- Remove or alter any copyright, trademark, or proprietary notices

3. SUBSCRIPTION TERMS

1 Initial Subscription Period: Twelve (12) months from execution date

2 Renewal Options:

- a) Automatic twelve-month renewal unless either party provides sixty (60) days written notice
- b) Renewal pricing subject to adjustment with ninety (90) days advance notice

3 Pricing Structure:

- Base Subscription Fee: \$75,000 per annum
- Additional User License: \$1,500 per named user per annum
- Implementation and Onboarding Support: Included in base fee

4. SERVICE LEVEL AGREEMENT

1 Uptime Guarantee: 99.95% monthly availability

2 Support Levels:

- a) Standard Support: Monday-Friday, 8am-6pm Central Time
- b) Critical Issue Response: Maximum 2-hour initial response time
- c) Severity Level escalation protocols defined in Exhibit A

3 Performance Metrics:

- Maximum system latency: 250 milliseconds

- Data processing speed: Minimum 10,000 events per second
- Predictive model accuracy: >92% confidence interval

5. DATA PROTECTION & SECURITY

1 Data Ownership: Client retains all rights to uploaded data and generated insights

2 Security Commitments:

- a) SOC 2 Type II Compliance
- b) AES 256-bit encryption for data at rest and in transit
- c) Regular third-party security audits

3 Data Handling:

- Immediate data anonymization
- Secure data deletion upon contract termination
- Comprehensive breach notification protocol

6. INTELLECTUAL PROPERTY

1 Nexus retains all intellectual property rights to the Software, including:

- Source code
- Algorithms
- Derivative works and improvements

2 Client receives a limited license to use, not own, the Software

7. WARRANTY & LIABILITY

1 Limited Warranty: Nexus warrants Software will perform substantially per documentation

2 Limitation of Liability:

- Maximum aggregate liability: Total fees paid in preceding twelve months
- Exclusion of consequential, indirect, and punitive damages

8. TERMINATION

1 Termination Rights:

a) Material breach with thirty (30) day cure period

b) Immediate termination for:

- Bankruptcy
- Violation of use restrictions
- Security compromise

2 Post-Termination Obligations:

- Immediate Software access cessation
- Data export option for thirty (30) days
- Permanent data deletion

9. MISCELLANEOUS

1 Governing Law: State of Delaware

2 Dispute Resolution: Binding arbitration in Austin, Texas

3 Force Majeure: Standard commercial exceptions apply

SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

[CLIENT SIGNATURE BLOCK]