

Enterprise Software License and Deployment Manifest

PARTIES

This Enterprise Software License and Deployment Manifest ("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: [CLIENT NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Client")

RECITALS

WHEREAS, Nexus develops and maintains advanced predictive analytics and machine learning software platforms for enterprise digital transformation;

WHEREAS, Client desires to license certain software technologies from Nexus for deployment within its enterprise infrastructure;

WHEREAS, the parties wish to establish the terms and conditions governing the license, implementation, and ongoing support of said software technologies;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1 "Software" shall mean Nexus's proprietary AI-powered predictive maintenance platform, including all associated modules, libraries, and derivative works.

2 "Deployment Environment" shall mean the specific technological infrastructure of Client where the Software will be installed and operational.

3 "Confidential Information" shall include all technical specifications, source code, algorithmic designs, and performance metrics related to the Software.

2. LICENSE GRANT

1 Subject to the terms and conditions of this Agreement, Nexus hereby grants Client a non-exclusive, non-transferable license to use the Software within the Deployment Environment.

2 The license shall be limited to:

- a) Internal business operations
- b) Deployment across up to 250 concurrent user endpoints
- c) Use within Client's primary operational regions

3 Client shall not:

- a) Reverse engineer the Software
- b) Create derivative works
- c) Sublicense or transfer the Software to third parties

3. IMPLEMENTATION AND DEPLOYMENT

1 Nexus shall provide:

- a) Initial software installation
- b) Configuration support
- c) Technical documentation
- d) Two (2) dedicated implementation specialists

2 Client shall be responsible for:

- a) Providing necessary infrastructure
- b) Ensuring network compatibility
- c) Maintaining required security protocols

4. MAINTENANCE AND SUPPORT

1 Nexus will provide:

- a) Quarterly software updates
- b) 24/7 technical support
- c) Critical security patch management
- d) Annual performance optimization review

2 Support levels shall be categorized as:

- Tier 1: Standard business hours support
- Tier 2: Extended support with 4-hour response time
- Tier 3: Mission-critical emergency support

5. FEES AND PAYMENT

1 Licensing Fees:

- a) Initial Implementation: \$125,000
- b) Annual Subscription: \$85,000
- c) Per-User Incremental Licensing: \$450 per endpoint

2 Payment Terms:

- Initial fee due upon execution
- Annual subscription billed quarterly
- Net 30 days from invoice date

6. INTELLECTUAL PROPERTY

1 Nexus retains all intellectual property rights to the Software.

2 Client acknowledges that the Software represents valuable trade secrets and proprietary technology.

7. WARRANTY AND LIABILITY

1 Nexus warrants that the Software will perform substantially in accordance with its documentation under normal use.

2 Total liability shall not exceed the total fees paid by Client in the preceding twelve (12) months.

8. TERMINATION

1 Either party may terminate this Agreement for material breach with thirty (30) days written notice.

2 Upon termination, Client shall immediately cease using the Software and provide certification of deletion.

9. GOVERNING LAW

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

SIGNATURE PAGE

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[CLIENT NAME]

By:

[Authorized Signatory]

[Title]