

CONTEXTUAL LEARNING FRAMEWORK LICENSE AGREEMENT

PREAMBLE

This Contextual Learning Framework License Agreement ("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 a proprietary Contextual Learning Framework ("CLF") that enables advanced machine learning predictive analytics for enterprise environments;

WHEREAS, Licensee desires to obtain a limited license to utilize the CLF for specific industrial applications;

WHEREAS, Licensor is willing to grant such a 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 "Contextual Learning Framework" or "CLF" shall mean Licensor's proprietary machine learning algorithm and associated software infrastructure designed for predictive maintenance and enterprise analytics.

2 "Licensed Technology" shall include the CLF software, associated documentation, training materials, and derivative works developed by Licensor.

3 "Permitted Use" shall mean the application of CLF within Licensee's specified industrial

environments for predictive maintenance and operational optimization.

2. LICENSE GRANT

1 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 The license shall be limited to:

- a) Internal use within Licensee's operational environments
- b) Deployment on up to 50 concurrent enterprise systems
- c) Modification of CLF for specific industrial use cases

3 Licensee shall not:

- a) Reverse engineer the Licensed Technology
- b) Distribute or sublicense the CLF to third parties
- c) Use the technology outside the Permitted Use

3. INTELLECTUAL PROPERTY RIGHTS

1 Licensor retains all intellectual property rights, title, and interest in the Licensed Technology.

2 Any modifications or derivative works created by Licensee shall be owned by Licensor, with Licensee receiving a perpetual, non-exclusive license to such improvements.

3 Licensee acknowledges the proprietary nature of the CLF and agrees to maintain strict confidentiality.

4. FINANCIAL TERMS

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, adjusted annually based on the Consumer Price Index.

3 Additional usage fees may apply for scaling beyond the initial 50 concurrent system deployments.

5. WARRANTY AND DISCLAIMER

1 Licensor warrants that the CLF will perform substantially in accordance with its documentation for a period of 12 months from delivery.

2 EXCEPT AS EXPLICITLY SET FORTH HEREIN, THE CLF IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

3 Licensor's total liability shall not exceed the total fees paid by Licensee under this Agreement.

6. TERM AND TERMINATION

1 This Agreement shall remain in effect for an initial term of 36 months from the Effective Date.

2 Either party may terminate the Agreement for material breach with 30 days written notice.

3 Upon termination, Licensee shall cease all use of the Licensed Technology and provide certification of deletion.

7. CONFIDENTIALITY

1 Each party shall maintain strict confidentiality regarding the other party's proprietary information.

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

8. 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.

9. MISCELLANEOUS

1 This Agreement constitutes the entire understanding between the parties.

2 Amendments must be made in writing and signed by authorized representatives.

3 No assignment of rights or delegation of obligations is permitted without prior written consent.

SIGNATURE PAGE

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]