ENTERPRISE SOFTWARE LICENSING AGREEMENT

PARTIES

This Enterprise Software Licensing Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Innovation Park Drive, San Jose, California 95134 ("Licensee")

AND

TECHGLOBAL SOLUTIONS, INC., a California corporation with principal offices at 500 Technology Boulevard, San Francisco, California 94105 ("Licensor")

RECITALS

WHEREAS, Licensor develops and owns proprietary enterprise software solutions for predictive analytics and machine learning platforms;

WHEREAS, Licensee desires to obtain a non-exclusive license to utilize certain software products for its enterprise AI services;

WHEREAS, the parties wish to establish the terms and conditions governing the software licensing arrangement;

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

1. DEFINITIONS

1 "Software" shall mean the TechGlobal Enterprise Analytics Platform, including all associated modules, documentation, and related intellectual property.

2 "License Term" shall mean the initial period of thirty-six (36) months from the Effective Date.

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

2. LICENSE GRANT

1 Subject to the terms and conditions herein, Licensor grants Licensee a non-exclusive, non-transferable license to:

a) Install and utilize the Software within Licensee's enterprise infrastructure

b) Access software modules for predictive maintenance and machine learning diagnostics

c) Integrate the Software with Licensee's existing technological ecosystem

2 The license is restricted to:

a) Use by Licensee's authorized personnel

b) Implementation across Licensee's target markets in manufacturing, energy, transportation, and infrastructure sectors

c) Maximum concurrent user limit of 50 individual user accounts

3. LICENSING FEES

1 Licensee shall pay Licensor the following compensation:

a) Initial License Fee: $275,000, payable within thirty (30) days of Effective Date

b) Annual Maintenance and Support Fee: $85,000, due annually on the anniversary of the Effective Date

c) Usage-Based Incremental Fees: $750 per additional concurrent user beyond the initial 50-user allocation

2 All payments shall be made via electronic wire transfer to Licensor's designated financial institution.

3 Late payments shall accrue interest at 1.5% per month, calculated from the original due date.

4. INTELLECTUAL PROPERTY

1 Licensor retains all intellectual property rights, titles, and interests in the Software.

2 Licensee acknowledges that no ownership rights are transferred through this Agreement.

3 Licensee is prohibited from:

a) Reverse engineering the Software

b) Creating derivative works without explicit written consent

c) Sublicensing or transferring usage rights to third parties

5. CONFIDENTIALITY

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

2 Confidentiality obligations shall persist for five (5) years following termination of this Agreement.

3 Permitted disclosures are limited to:

a) Employees with a demonstrable need-to-know

b) Legal or regulatory requirements with prior written notification

6. WARRANTY AND LIMITATION OF LIABILITY

1 Licensor warrants that the Software shall:

a) Conform to published specifications

b) Operate substantially as documented

c) Be free from material defects for ninety (90) days following delivery

2 EXCEPT AS EXPLICITLY STATED, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY.

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

7. TERMINATION

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

2 Upon termination, Licensee shall:

a) Cease all Software usage

b) Delete or return all Confidential Information

c) Provide written certification of compliance

8. MISCELLANEOUS

1 Governing Law: State of California

2 Dispute Resolution: Mandatory arbitration in San Francisco County

3 Force Majeure: Standard commercial exceptions apply

9. 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

TECHGLOBAL SOLUTIONS, INC.

By:

Jonathan Reyes

Chief Commercial Officer