

# MACHINE LEARNING TECHNOLOGY LICENSING AGREEMENT

## PARTIES

This Machine Learning Technology Licensing 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, Nexus Intelligent Systems, Inc. is a leading enterprise AI services company specializing in advanced predictive maintenance and machine learning technologies;

WHEREAS, Licensor has developed proprietary machine learning diagnostic tools and predictive analytics platforms;

WHEREAS, Licensee desires to obtain a limited license to utilize certain machine learning technologies for internal business purposes;

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 diagnostic models, and associated software platforms, specifically including:

- a) Predictive Maintenance Diagnostic Engine (Version 3.2)
- b) Industrial Asset Performance Modeling Framework
- c) Related documentation, source code, and implementation guides

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

3 "Territory" means the United States and Canada.

## **2. LICENSE GRANT**

1 Limited License. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable license to use the Licensed Technology within the Territory.

2 Scope of Use. Licensee may:

- a) Install and implement the Licensed Technology on its internal systems
- b) Modify the technology for internal operational purposes
- c) Train internal personnel on technology utilization

3 Restrictions. Licensee shall not:

- a) Reverse engineer the Licensed Technology
- b) Sublicense or transfer rights to third parties
- c) Use the technology for competitive analysis
- d) Remove or alter proprietary markings

## **3. FINANCIAL TERMS**

1 License Fees

- a) Initial License Fee: \$250,000 payable within 30 days of execution
- b) Annual Maintenance Fee: \$75,000 per calendar year
- c) Usage-Based Royalty: 3% of incremental revenue derived from Licensed Technology implementations

2 Payment Terms

- All payments shall be made in United States Dollars
- Late payments subject to 1.5% monthly interest charge
- Payments made via wire transfer to Licensor's designated account

## **4. INTELLECTUAL PROPERTY**

1 Ownership. All intellectual property rights in the Licensed Technology remain exclusively with Licensor.

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

## **5. WARRANTY AND DISCLAIMER**

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

2 Disclaimer. EXCEPT AS EXPLICITLY STATED HEREIN, THE LICENSED TECHNOLOGY IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

## **6. CONFIDENTIALITY**

1 Each party shall maintain strict confidentiality of the other party's Confidential Information.

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

## **7. TERMINATION**

1 Termination Events

- a) Material Breach: Either party may terminate for material breach with 30-day cure period
- b) Bankruptcy: Immediate termination upon insolvency of either party

2 Post-Termination Obligations

- Return or certify destruction of Confidential Information
- Cease use of Licensed Technology
- Pay all outstanding fees

## **8. MISCELLANEOUS**

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

2 Dispute Resolution. Any disputes shall be resolved through binding arbitration in San Jose, California.

3 Force Majeure. Neither party shall be liable for delays caused by events outside reasonable control.

## **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

[LICENSEE NAME]

**By:**

[Authorized Signatory]

[Title]