

# SOFTWARE LICENSE AGREEMENT

## Contextual Learning Framework v2.4

### PARTIES

This Software License 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: [COUNTERPARTY NAME] ("Licensee")

### RECITALS

WHEREAS, Nexus has developed a proprietary Contextual Learning Framework version 2.4 ("Software") representing advanced machine learning algorithms for predictive analytics and intelligent system diagnostics;

WHEREAS, Licensee desires to obtain a limited license to utilize the Software for enterprise applications;

NOW, THEREFORE, the parties agree as follows:

### 1. DEFINITIONS

1 "Software" means the Contextual Learning Framework version 2.4, including source code, object code, documentation, and associated intellectual property.

2 "Licensed Territory" means global enterprise deployment within Licensee's operational environments.

3 "Permitted Use" means internal research, development, and commercial application consistent with Licensee's business purposes.

### 2. LICENSE GRANT

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

- a) Install and execute the Software
- b) Create derivative works for internal optimization
- c) Integrate with existing enterprise systems

2 Licensee shall not:

- a) Reverse engineer the Software
- b) Distribute or sublicense to third parties
- c) Remove proprietary markings or copyright notices

### **3. INTELLECTUAL PROPERTY RIGHTS**

1 Nexus retains all intellectual property rights, patents, and ownership interests in the Software.

2 Any modifications or derivative works created by Licensee shall be owned by Nexus, with Licensee receiving a perpetual usage license.

### **4. CONFIDENTIALITY**

1 Licensee acknowledges the Software contains trade secrets and confidential information.

2 Licensee shall implement reasonable security measures to prevent unauthorized disclosure.

3 Confidentiality obligations survive termination of this Agreement.

### **5. FEES AND PAYMENT**

1 Licensee shall pay an annual licensing fee of \$250,000, payable quarterly.

2 Fees include:

- a) Software license
- b) Standard technical support
- c) Quarterly performance optimization consultations

3 Fees are subject to annual Consumer Price Index adjustments.

### **6. WARRANTY AND DISCLAIMER**

1 Nexus warrants the Software will perform substantially in accordance with documentation for 90 days post-delivery.

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

3 Nexus's maximum liability is limited to license fees paid in the preceding 12 months.

## **7. TERM AND TERMINATION**

1 Initial Term: Three (3) years from execution date.

2 Automatic Renewal: Successive one-year terms unless terminated with 90-days written notice.

3 Termination Events:

- a) Material breach
- b) Bankruptcy
- c) Failure to make required payments

## **8. MISCELLANEOUS**

1 Governing Law: State of Delaware

2 Dispute Resolution: Mandatory arbitration in Austin, Texas

3 Force Majeure: Standard commercial exceptions apply

## **9. SIGNATURES**

IN WITNESS WHEREOF, the parties execute this Agreement:

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

LICENSEE

**By:**

[Authorized Signatory]

**Date:**