

INTELLECTUAL PROPERTY LICENSING TERMS DOCUMENT

PARTIES

This Intellectual Property Licensing Terms Document (the "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] (hereinafter referred to as the "Licensee")

RECITALS

WHEREAS, Nexus is the owner of certain proprietary artificial intelligence and machine learning technologies related to predictive maintenance and enterprise digital transformation solutions;

WHEREAS, Licensee desires to obtain a limited license to utilize certain intellectual property developed by Nexus;

WHEREAS, Nexus is willing to grant such license under the terms and conditions set forth herein;

1. DEFINITIONS

1 "Licensed Technology" shall mean the specific AI-powered predictive maintenance algorithms, machine learning diagnostic tools, and associated software platforms developed by Nexus, as more particularly described in Exhibit A attached hereto.

2 "Permitted Use" shall mean the internal implementation of Licensed Technology solely for enterprise diagnostic and maintenance optimization purposes within Licensee's operational infrastructure.

3 "Confidential Information" shall include all technical, financial, and strategic information disclosed by Nexus, whether in written, electronic, or oral form.

2. GRANT OF LICENSE

1 Limited License Grant

Nexus hereby grants to Licensee a non-exclusive, non-transferable license to utilize the Licensed Technology subject to the following restrictions:

- a) The license is limited to use within Licensee's primary operational domains
- b) No sublicensing or third-party distribution is permitted
- c) Licensee may not reverse engineer or attempt to deconstruct the Licensed Technology

2 Territorial Restrictions

The license granted herein is valid exclusively within the United States and Canada.

3. FINANCIAL TERMS

1 Licensing Fees

Licensee shall pay Nexus an initial licensing fee of \$250,000, with subsequent annual renewal fees of \$125,000, payable within 30 days of each anniversary date.

2 Royalty Structure

In addition to fixed fees, Licensee shall pay a royalty of 3% of net revenue directly attributable to implementations of the Licensed Technology.

4. INTELLECTUAL PROPERTY RIGHTS

1 Ownership

Nexus retains all intellectual property rights, patents, copyrights, and trade secrets associated with the Licensed Technology. This Agreement constitutes a limited use license and does not transfer ownership.

2 Improvements

Any improvements or derivative works created by Licensee shall be immediately assigned to Nexus and become part of the Licensed Technology.

5. CONFIDENTIALITY

1 Confidentiality Obligations

Licensee agrees to maintain the strictest confidentiality regarding the Licensed Technology, implementing industry-standard protection protocols equivalent to those used to protect its most

sensitive proprietary information.

2 Non-Disclosure

Licensee shall not disclose any aspects of the Licensed Technology to any third party without prior written consent from Nexus.

6. WARRANTY AND LIABILITY

1 Limited Warranty

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

2 Limitation of Liability

In no event shall Nexus be liable for any indirect, consequential, or punitive damages arising from the use of the Licensed Technology.

7. TERMINATION

1 Termination Rights

Nexus may terminate this Agreement immediately upon written notice in the event of:

- a) Material breach of licensing terms
- b) Unauthorized disclosure of Confidential Information
- c) Failure to make required payments

8. MISCELLANEOUS

1 Governing Law

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

2 Entire Agreement

This document represents the complete understanding between the parties and supersedes all prior negotiations.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Licensing Terms Document as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

LICENSEE

By:

[Authorized Signatory]

[Title]