

# INTELLIGENT WORKFLOW OPTIMIZATION LICENSE AGREEMENT

## PREAMBLE

This Intelligent Workflow Optimization License 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, Licensor has developed proprietary artificial intelligence and machine learning technologies for predictive maintenance and enterprise workflow optimization;

WHEREAS, Licensee desires to obtain a limited license to utilize certain intellectual property developed by Licensor 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 AI-powered predictive maintenance platform, including associated algorithms, software modules, and diagnostic tools, as more specifically described in Exhibit A.

2 "Permitted Use" means the internal application of Licensed Technology for diagnostic, predictive maintenance, and operational efficiency purposes within Licensee's industrial or enterprise environments.

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

## **2. LICENSE GRANT**

1 Subject to the terms and conditions of this Agreement, Licensors hereby grants Licensee a non-exclusive, non-transferable license to use the Licensed Technology solely for Permitted Use.

2 Licensee shall not:

- a) Reverse engineer or attempt to deconstruct the Licensed Technology
- b) Sublicense or transfer rights to any third party
- c) Modify or create derivative works without prior written consent
- d) Use the Licensed Technology for competitive analysis or benchmarking

## **3. INTELLECTUAL PROPERTY RIGHTS**

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

2 Licensee acknowledges that no ownership rights are transferred under this Agreement, and all improvements or modifications shall remain the exclusive property of Licensors.

## **4. FEES AND PAYMENT**

1 Licensee shall pay 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, due on the anniversary of the Effective Date.

3 All payments shall be made in United States dollars via wire transfer to Licensors's designated account.

## **5. WARRANTY AND DISCLAIMER**

1 Licensors warrants that the Licensed Technology will perform substantially in accordance with its documentation under normal use.

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

## **6. LIMITATION OF LIABILITY**

1 Neither party shall be liable for indirect, consequential, or punitive damages.

2 Total aggregate liability under this Agreement shall not exceed the total fees paid by Licensee.

## **7. TERM AND TERMINATION**

1 This Agreement shall remain in effect for an initial term of three (3) years from the Effective Date.

2 Licensors may terminate this Agreement immediately upon written notice for material breach that remains uncured after 30 days.

## **8. CONFIDENTIALITY**

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

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

## **9. 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.

## **10. MISCELLANEOUS**

1 This Agreement constitutes the entire understanding between the parties.

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

## **SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Name: Dr. Elena Rodriguez

Title: Chief Executive Officer

[LICENSEE NAME]

**By:**

Name: [Authorized Signatory]

Title: [Title]