

# TECHNOLOGY LICENSING AGREEMENT

## PARTIES

This Technology 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 ("Licensor")

AND

[LICENSEE NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Licensee")

## RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is the owner of certain proprietary predictive analytics technology and associated intellectual property related to machine learning diagnostic tools for industrial predictive maintenance;

WHEREAS, Licensee desires to obtain a limited license to utilize certain specified technology developed by Licensor;

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

## 1. DEFINITIONS

1 "Licensed Technology" shall mean Nexus Intelligent Systems' Predictive Analytics Platform, including source code, algorithms, machine learning models, and associated documentation specifically described in Exhibit A.

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

3 "Permitted Purpose" means the internal use of Licensed Technology for predictive maintenance and diagnostic analysis within Licensee's industrial operations.

## 2. LICENSE GRANT

1 Limited License. Licensors hereby grants Licensee a non-exclusive, non-transferable license to use the Licensed Technology solely for the Permitted Purpose.

2 Restrictions. Licensee shall not:

- a) Reverse engineer the Licensed Technology
- b) Sublicense or transfer rights to any third party
- c) Modify the core machine learning algorithms without prior written consent
- d) Use the technology for competitive analysis or development

### **3. FINANCIAL TERMS**

1 License Fee. Licensee shall pay Licensors an initial licensing fee of \$250,000, payable within 30 days of execution.

2 Ongoing Royalties. Licensee shall pay a quarterly royalty of 5% of net revenue derived from implementations utilizing the Licensed Technology.

3 Audit Rights. Licensors reserves the right to audit Licensee's financial records related to technology usage with 30 days' written notice.

### **4. INTELLECTUAL PROPERTY**

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

2 Improvements. Any modifications or derivative works shall be owned by Licensors, with Licensee receiving a non-exclusive license to such improvements.

### **5. CONFIDENTIALITY**

1 Confidentiality Obligations. Licensee shall maintain strict confidentiality, implementing at least the same level of protection used for its own proprietary information.

2 Permitted Disclosure. Disclosure may occur only to employees with a specific need to know, subject to confidentiality agreements.

### **6. WARRANTY AND LIABILITY**

1 Limited Warranty. Licensors warrants the Licensed Technology will perform substantially in

accordance with documentation for 90 days from delivery.

2 Disclaimer. EXCEPT AS EXPLICITLY STATED, THE LICENSED TECHNOLOGY IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES.

3 Limitation of Liability. In no event shall Licensor's total liability exceed the total fees paid by Licensee under this Agreement.

## **7. TERM AND TERMINATION**

1 Initial Term. This Agreement shall remain in effect for an initial period of three (3) years from the effective date.

2 Termination. Licensor may terminate this Agreement immediately upon written notice for:

- a) Material breach of agreement terms
- b) Failure to make required payments
- c) Unauthorized technology transfer or use

## **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 Santa Clara County, California.

3 Force Majeure. Neither party shall be liable for delays caused by circumstances beyond reasonable control.

## **9. SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

[LICENSEE NAME]

**By:**

[Authorized Signatory]

[Title]