

# NEXUS AI TECHNOLOGY LICENSING FRAMEWORK DOCUMENT

## CONFIDENTIAL PROPRIETARY DOCUMENT

### PARTIES

This Technology Licensing Framework Document (the "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 Parkway, San Jose, California 95134 ("Licensor")

AND

[LICENSEE ENTITY NAME] (the "Licensee")

### RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is a leading enterprise AI services company specializing in advanced predictive maintenance and digital transformation technologies;

WHEREAS, Licensor has developed proprietary artificial intelligence algorithms, machine learning diagnostic tools, and enterprise automation platforms (collectively, the "Licensed Technology");

WHEREAS, Licensee desires to obtain a limited license to utilize certain components of the Licensed Technology for specific industrial applications;

### 1. DEFINITIONS

1 "Licensed Technology" shall mean the specific AI-powered predictive maintenance software, machine learning models, and associated intellectual property developed by Nexus Intelligent Systems, Inc., as more particularly described in Exhibit A.

2 "Permitted Use" shall mean the application of Licensed Technology solely within the industrial manufacturing, energy infrastructure, and transportation sectors, subject to the restrictions outlined in Section 3.

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

## **2. LICENSE GRANT**

1 Limited License. Licensors hereby grants Licensee a non-exclusive, non-transferable license to utilize the Licensed Technology for the Permitted Use, subject to the terms and conditions herein.

2 Scope Restrictions. The license granted herein is expressly limited to:

- a) Internal research and development purposes
- b) Operational implementation within Licensee's designated industrial environments
- c) Performance evaluation and diagnostic applications

3 Prohibited Uses. Licensee is expressly prohibited from:

- a) Reverse engineering the Licensed Technology
- b) Sublicensing or transferring licensing rights
- c) Modifying source code without explicit written consent
- d) Commercializing derivative works without separate agreement

## **3. INTELLECTUAL PROPERTY RIGHTS**

1 Ownership. All intellectual property rights in the Licensed Technology shall remain exclusively owned by Nexus Intelligent Systems, Inc.

2 Improvements. Any improvements, modifications, or derivative works developed by Licensee shall be immediately assigned to Licensors, with full intellectual property rights transferred upon creation.

## **4. FINANCIAL TERMS**

1 Licensing Fee. Licensee shall pay an initial licensing fee of \$250,000, with subsequent annual renewal fees of \$125,000.

2 Payment Terms. Fees shall be paid quarterly in advance, with payment due within 30 days of invoice date.

## **5. CONFIDENTIALITY**

1 Confidentiality Obligations. Licensee shall maintain strict confidentiality of all Confidential Information, implementing industry-standard protection measures.

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

## **6. WARRANTY AND LIABILITY**

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

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

## **7. TERMINATION**

1 Termination Rights. Licensor may terminate this Agreement immediately upon written notice in the event of material breach by Licensee.

2 Post-Termination Obligations. Upon termination, Licensee shall immediately cease all use of Licensed Technology and provide certification of deletion.

## **8. MISCELLANEOUS**

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

2 Entire Agreement. This document constitutes the entire understanding between the parties.

## **SIGNATURE BLOCK**

EXECUTED as of the date first written above:

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

[LICENSEE SIGNATURE]

**By:**

[Authorized Representative]