

# 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 a leading enterprise AI services company specializing in advanced predictive analytics and machine learning technologies;

WHEREAS, Licensor has developed proprietary AI-powered predictive maintenance platforms with unique algorithmic capabilities;

WHEREAS, Licensee desires to obtain a limited license to utilize certain technological capabilities for enterprise implementation;

## 1. DEFINITIONS

1 "Licensed Technology" shall mean Nexus Intelligent Systems' Advanced Predictive Analytics Platform, including associated machine learning models, diagnostic algorithms, and related intellectual property.

2 "Confidential Information" means all technical, financial, and operational information exchanged between parties, whether in written, electronic, or oral form.

3 "Permitted Use" refers to internal enterprise implementation of predictive maintenance and diagnostic analysis within Licensee's specified industrial sectors.

## 2. LICENSE GRANT

1 Subject to the terms herein, Licensor grants Licensee a non-exclusive, non-transferable license to utilize the Licensed Technology for a period of thirty-six (36) months.

2 The license shall be limited to:

- a) Internal enterprise deployment
- b) Use within manufacturing, energy, and transportation sectors
- c) Maximum of 250 concurrent user licenses
- d) Restricted to Licensee's operational environments

3 Licensee shall not:

- a) Reverse engineer the Licensed Technology
- b) Sublicense or transfer licensing rights
- c) Modify core algorithmic structures
- d) Attempt to extract source code or proprietary methodologies

### **3. FINANCIAL TERMS**

1 Licensee shall pay Licensor:

- a) Initial licensing fee: \$475,000 USD
- b) Annual maintenance and support fee: \$125,000 USD
- c) Per-user incremental licensing: \$1,850 per additional concurrent user

2 Payment Schedule:

- Initial licensing fee due within 30 days of execution
- Annual maintenance fee payable in quarterly installments
- Incremental user fees invoiced monthly based on actual usage

### **4. INTELLECTUAL PROPERTY**

1 Licensor retains all intellectual property rights, patents, and derivative works associated with the Licensed Technology.

2 Any improvements or modifications developed by Licensee shall be immediately assigned to Licensor, with potential future compensation determined through separate negotiation.

### **5. WARRANTY AND REPRESENTATIONS**

1 Licensor warrants that:

- a) It possesses full legal right to license the technology
- b) The Licensed Technology functions substantially as described in technical documentation
- c) No third-party claims exist that would impair licensing rights

2 Licensee acknowledges:

- a) Technology is provided "AS IS"
- b) No guarantee of specific performance outcomes
- c) Responsible for independent validation of technological fit

## **6. CONFIDENTIALITY**

1 Both parties shall maintain strict confidentiality regarding:

- Algorithmic structures
- Performance metrics
- Financial terms of this Agreement

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

## **7. TERMINATION**

1 Licensor may terminate this Agreement immediately upon:

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

2 Licensee may terminate with 90-days written notice, subject to pro-rata refund of prepaid maintenance fees.

## **8. LIMITATION OF LIABILITY**

1 Maximum aggregate liability shall not exceed total fees paid under this Agreement.

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

## **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 parties.

2 Amendments must be in writing and executed by authorized representatives.

## **SIGNATURE PAGE**

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 SIGNATURE BLOCK]