

SOFTWARE LICENSE AGREEMENT

PARTIES

This Software License Agreement ("Agreement") is entered into as of January 22, 2024 ("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 certain proprietary software platforms and associated intellectual property related to AI-powered predictive maintenance and enterprise digital transformation technologies;

WHEREAS, Licensee desires to obtain a limited license to utilize certain software products 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 Software" shall mean Nexus Intelligent Systems' Predictive Maintenance Platform (Version 3.2), including all associated documentation, APIs, and derivative works.

2 "Confidential Information" shall mean all proprietary technical and business information disclosed by Licensor, whether in written, electronic, or other tangible form.

3 "Support Services" shall mean standard technical support, software updates, and maintenance provided by Licensor during the license term.

2. LICENSE GRANT

1 Limited License. Subject to the terms and conditions of this Agreement, Licensors hereby grants Licensee a non-exclusive, non-transferable license to use the Licensed Software solely for Licensee's internal business operations.

2 Scope of Use. The license is restricted to:

- a) Installation on Licensee's designated enterprise computing infrastructure
- b) Use by Licensee's authorized employees and contractors
- c) Integration with Licensee's existing technology ecosystem

3 Restrictions. Licensee shall not:

- a) Reverse engineer or decompile the Licensed Software
- b) Distribute, sublicense, or transfer the software to third parties
- c) Create derivative works without explicit written consent
- d) Remove or alter any copyright, trademark, or proprietary notices

3. LICENSE FEES

1 Initial License Fee. Licensee shall pay Licensors an initial license fee of \$275,000, payable within 30 days of the Effective Date.

2 Annual Maintenance Fee. An annual maintenance and support fee of \$75,000 shall be paid on the anniversary of the Effective Date.

3 Fee Adjustments. Licensors reserves the right to modify fees upon 90 days written notice, with such modifications becoming effective at the next renewal period.

4. INTELLECTUAL PROPERTY RIGHTS

1 Ownership. All right, title, and interest in the Licensed Software, including all patents, copyrights, and trade secrets, shall remain exclusively with Licensors.

2 No Additional Rights. This Agreement does not transfer ownership of the Licensed Software, but merely provides a limited use license.

5. CONFIDENTIALITY

1 Confidentiality Obligations. Each party shall maintain the strict confidentiality of the other party's Confidential Information, using at least the same degree of care used to protect its own similar

information.

2 Permitted Disclosures. Confidential Information may be disclosed only to employees and contractors with a legitimate need to know, who are bound by confidentiality obligations at least as restrictive as those contained herein.

6. WARRANTY AND DISCLAIMER

1 Limited Warranty. Licensor warrants that the Licensed Software will perform substantially in accordance with its documentation for a period of 90 days from delivery.

2 Exclusive Remedy. Licensor's entire liability shall be limited to replacing the Licensed Software or refunding the license fee.

3 Disclaimer. EXCEPT AS EXPLICITLY SET FORTH HEREIN, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

7. TERM AND TERMINATION

1 Initial Term. This Agreement shall commence on the Effective Date and continue for an initial term of 24 months.

2 Renewal. The Agreement shall automatically renew for successive 12-month periods unless either party provides written notice of non-renewal at least 60 days prior to expiration.

3 Termination. Either party may terminate this Agreement for material breach after providing 30 days written notice and opportunity to cure.

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.

3 Amendments. No modification shall be effective unless executed in writing by authorized representatives of both parties.

9. SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[LICENSEE NAME]

By:

[Authorized Signatory]

[Title]