PREDICTIVE ANALYTICS PLATFORM LICENSING CONTRACT

PARTIES

This Predictive Analytics Platform Licensing Contract ("Agreement") is entered into as of January 22, 2024, by and between:

LICENSOR: Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Innovation Park Drive, San Jose, California 95134 ("Nexus")

and

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

RECITALS

WHEREAS, Nexus is the owner of certain proprietary predictive analytics software and associated intellectual property related to enterprise AI-driven maintenance and diagnostic technologies;

WHEREAS, Licensee desires to obtain a non-exclusive license to utilize certain software platforms and associated technologies developed by Nexus;

WHEREAS, the parties mutually desire to establish the terms and conditions governing the licensing of such technologies;

1. DEFINITIONS

1 "Platform" shall mean Nexus's AI-powered predictive maintenance software suite, including all associated algorithms, machine learning models, and diagnostic tools.

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

3 "Licensed Technology" shall encompass the Platform, associated documentation, source code, and derivative works created by Nexus.

2. LICENSE GRANT

1 Subject to the terms herein, Nexus grants Licensee a non-exclusive, non-transferable license to utilize the Platform within Licensee's enterprise operations.

2 The license shall be limited to:

a) Internal implementation and deployment

b) Use by Licensee's employees and authorized contractors

c) Integration with Licensee's existing technological infrastructure

3 Licensee is expressly prohibited from:

a) Reverse engineering the Platform

b) Creating derivative works without prior written consent

c) Sublicensing or transferring licensing rights

d) Attempting to decompile or reconstruct source code

3. LICENSING FEES

1 Licensee shall pay Nexus an initial licensing fee of $250,000, payable within 30 days of contract execution.

2 Annual maintenance and support fees shall be $75,000, due on the anniversary of the contract date.

3 Additional usage-based fees may apply based on:

a) Number of concurrent users

b) Processing volume

c) Complexity of predictive models deployed

4. INTELLECTUAL PROPERTY RIGHTS

1 Nexus retains all intellectual property rights, patents, trademarks, and copyrights associated with the Platform.

2 Any improvements or modifications created by Licensee shall be immediately assigned to Nexus, with Nexus retaining exclusive ownership.

3 Licensee acknowledges that the Platform represents valuable trade secrets and proprietary technology.

5. WARRANTY AND REPRESENTATIONS

1 Nexus warrants that:

a) It possesses full legal right to license the Platform

b) The Platform will perform substantially in accordance with documentation

c) No third-party claims of infringement exist at execution date

2 Licensee represents that it has:

a) Necessary infrastructure to implement the Platform

b) Qualified personnel to utilize advanced AI technologies

c) Comprehensive cybersecurity protocols

6. LIMITATION OF LIABILITY

1 Maximum aggregate liability for either party shall not exceed the total licensing fees paid during the preceding 12-month period.

2 Neither party shall be liable for:

a) Indirect or consequential damages

b) Lost profits

c) Business interruption claims

7. CONFIDENTIALITY

1 Both parties shall maintain strict confidentiality regarding:

a) Technical specifications

b) Financial terms

c) Operational methodologies

2 Confidentiality obligations shall persist for five (5) years following contract termination.

8. TERM AND TERMINATION

1 Initial contract term shall be three (3) years, with automatic renewal options.

2 Termination may occur:

a) By mutual written agreement

b) For material breach with 30-day cure period

c) Upon bankruptcy or insolvency of either party

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 Force Majeure provisions shall apply for uncontrollable events.

2 No modifications shall be valid unless executed in writing by authorized representatives.

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

By:

[Authorized Signatory]

[Title]