

MACHINE LEARNING MODEL COMPRESSION LICENSE AGREEMENT

PARTIES

This Machine Learning Model Compression License Agreement (the "Agreement") is entered into as of January 22, 2024 (the "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 proprietary machine learning model compression technologies with unique algorithmic approaches for reducing computational complexity and storage requirements of advanced neural network architectures;

WHEREAS, Licensee desires to obtain a limited license to utilize certain of Licensor's model compression technologies for specific enterprise applications;

WHEREAS, the parties wish to define the terms and conditions under which such technologies may be accessed and implemented;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1 "Compression Technology" shall mean Licensor's proprietary algorithms, methodologies, and software tools designed to reduce the computational complexity, memory footprint, and inference latency of machine learning models without substantial loss of predictive accuracy.

2 "Licensed Technology" means the specific model compression techniques, source code, documentation, and related intellectual property rights licensed under this Agreement.

3 "Permitted Purpose" means the internal use of Compression Technology solely for enterprise predictive maintenance and diagnostic modeling within Licensee's industrial infrastructure management systems.

2. LICENSE GRANT

1 Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable license to:

- (a) Use the Compression Technology for the Permitted Purpose
- (b) Integrate the Licensed Technology into Licensee's existing machine learning infrastructure
- (c) Modify and adapt the Compression Technology for specific use cases within the Permitted Purpose

2 Licensee expressly acknowledges that:

- (a) No ownership rights are transferred
- (b) Reverse engineering is strictly prohibited
- (c) Sub-licensing is not permitted without prior written consent

3. LICENSING FEES

1 In consideration for the License, Licensee shall pay Licensor:

- (a) An initial licensing fee of \$175,000 USD
- (b) Ongoing annual maintenance and support fees of \$45,000 USD
- (c) A per-deployment royalty of 3% of cost savings realized through model compression

4. CONFIDENTIALITY

1 Licensee shall maintain the strictest confidentiality regarding the Licensed Technology, implementing industry-standard protection mechanisms including:

- (a) Restricted access protocols
- (b) Encryption of source materials
- (c) Comprehensive audit logging of technology access

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

5. WARRANTY AND DISCLAIMER

1 Licenser warrants that:

- (a) It possesses full right and authority to grant this License
- (b) The Compression Technology functions substantially as documented
- (c) No third-party claims of infringement are presently known

2 EXCEPT AS EXPLICITLY STATED HEREIN, THE COMPRESSION TECHNOLOGY IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6. TERMINATION

1 This Agreement may be terminated:

- (a) Immediately for material breach
- (b) With 90 days written notice by either party
- (c) Automatically upon bankruptcy or insolvency

7. GOVERNING LAW

1 This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Santa Clara County.

8. 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 SIGNATURE BLOCK]