

# TECHNOLOGY LICENSING COMPREHENSIVE AGREEMENT

## PARTIES

This Technology Licensing Comprehensive Agreement ("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: [Counterparty Name], a [State of Incorporation] corporation with principal offices at [Full Address] ("Licensee")

## RECITALS

WHEREAS, Nexus is the owner of certain proprietary artificial intelligence and predictive analytics technologies developed for enterprise digital transformation and predictive maintenance solutions;

WHEREAS, Licensee desires to obtain a non-exclusive license to utilize certain specified technologies for internal business purposes;

WHEREAS, Nexus is willing to grant such license under the terms and conditions set forth herein;

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

## 1. DEFINITIONS

1 "Licensed Technology" shall mean the specific AI-powered predictive maintenance platform algorithms, machine learning diagnostic tools, and associated intellectual property more particularly described in Exhibit A hereto.

2 "Confidential Information" means all technical, financial, and operational information disclosed by Nexus, whether in written, electronic, or other tangible form, which is marked confidential or should reasonably be understood as confidential.

3 "Effective Date" means the date first written above.

## **2. LICENSE GRANT**

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

- (a) Use the Licensed Technology for internal business purposes;
- (b) Install and implement the Licensed Technology within Licensee's enterprise infrastructure;
- (c) Create derivative works solely for internal optimization and integration purposes.

2 Licensee expressly acknowledges that:

- (a) No ownership rights are transferred;
- (b) All intellectual property remains exclusively with Nexus;
- (c) Any modifications or improvements shall be owned by Nexus.

## **3. FINANCIAL TERMS**

1 Licensee shall pay Nexus the following compensation:

- (a) Initial License Fee: \$250,000, payable within 30 days of the Effective Date
- (b) Annual Maintenance and Support Fee: \$75,000, due annually on the anniversary of the Effective Date
- (c) Usage-Based Royalty: 3% of gross revenue directly attributable to implementations of Licensed Technology

2 All payments shall be made via wire transfer to Nexus's designated financial institution.

## **4. REPRESENTATIONS AND WARRANTIES**

1 Nexus represents and warrants that:

- (a) It possesses full legal right to license the Licensed Technology;
- (b) The Licensed Technology does not infringe any third-party intellectual property rights;
- (c) The Licensed Technology will perform substantially in accordance with its documentation.

2 Licensee represents and warrants that:

- (a) It has the corporate power and authority to enter this Agreement;
- (b) Its execution and performance do not violate any existing agreements;

(c) It will use the Licensed Technology only for lawful purposes.

## **5. CONFIDENTIALITY**

1 Each party shall:

- (a) Maintain strict confidentiality of the other party's Confidential Information;
- (b) Restrict access to Confidential Information to employees with a legitimate need to know;
- (c) Implement reasonable security measures to prevent unauthorized disclosure.

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

## **6. TERM AND TERMINATION**

1 Initial Term: Three (3) years from the Effective Date.

2 Renewal: Automatically renewable for successive one-year periods unless either party provides written notice of non-renewal at least 90 days prior to expiration.

3 Termination Events:

- (a) Material breach with 30-day cure period;
- (b) Bankruptcy or insolvency of either party;
- (c) Failure to make required payments.

## **7. MISCELLANEOUS**

1 Governing Law: State of California

2 Dispute Resolution: Mandatory arbitration in Santa Clara County, California

3 Force Majeure: Standard commercial exceptions for uncontrollable events

## **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

**By:**

[Authorized Signatory Name]

[Title]