

SOFTWARE LICENSING AND USAGE TERMS

NexusAI Platform Enterprise License Agreement

PARTIES

This Software Licensing and Usage Terms Agreement ("Agreement") is entered into by and between:

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

and

LICENSEE: [Corporate Entity Name] ("Customer")

Effective Date: [Current Date]

1. DEFINITIONS

1 "Platform" shall mean the NexusAI Predictive Maintenance and Analytics Software, including all associated modules, APIs, and machine learning algorithms.

2 "Authorized Users" means employees and authorized contractors of Customer who are granted access credentials to the Platform.

3 "Confidential Information" includes all technical, financial, and operational information disclosed during the licensing relationship.

2. LICENSE GRANT

1 Subject to the terms herein, NexusAI grants Customer a non-exclusive, non-transferable license to utilize the Platform for internal business purposes.

2 License Scope:

- a) Enterprise-wide deployment for up to 500 concurrent users
- b) Access limited to Customer's designated operational environments
- c) Restricted to manufacturing, energy, and infrastructure sector applications

3 Prohibited Uses:

- Reverse engineering of Platform components

- Attempting to circumvent technical protection mechanisms
- Redistributing or reselling Platform capabilities
- Using Platform for competitive intelligence gathering

3. SUBSCRIPTION TERMS

1 Initial Term: Twelve (12) months from Effective Date

2 Renewal: Automatic twelve-month extensions unless either party provides sixty (60) days written termination notice

3 Pricing Structure:

- Base Platform License: \$75,000 annually
- Per User Access Module: \$500/user/month
- Professional Services & Implementation: Quoted separately

4. DATA RIGHTS AND PRIVACY

1 Customer Data Ownership

- Customer retains ownership of all data processed through the Platform
- NexusAI receives limited, non-exclusive rights to aggregate anonymized usage metrics

2 Data Protection

- Platform complies with SOC 2 Type II and ISO 27001 security standards
- Encrypted data transmission using AES-256 encryption
- Regular third-party security audits conducted

5. SERVICE LEVEL AGREEMENT

1 Uptime Guarantee: 99.95% monthly platform availability

2 Support Levels:

- Critical Issue Response: Within 1 hour
- High Priority: Within 4 business hours
- Standard Support: Within 24 business hours

3 Maintenance Windows

- Scheduled maintenance: Saturdays, 11 PM - 3 AM Pacific Time

- Emergency patches: As required with minimum 4-hour notification

6. INTELLECTUAL PROPERTY

1 NexusAI retains all intellectual property rights to Platform technologies, algorithms, and derivative works.

2 Customer receives a limited license to utilize Platform functionalities but acquires no ownership interest.

7. WARRANTY AND LIABILITY

1 Platform provided "AS IS" with no explicit warranties beyond documented specifications.

2 Maximum Liability: Limited to total fees paid in preceding twelve-month period.

3 Exclusions: NexusAI shall not be liable for:

- Indirect or consequential damages
- Data loss or business interruption
- Improper Platform configuration by Customer

8. TERMINATION

1 NexusAI may terminate for:

- Material breach not cured within 30 days
- Bankruptcy or insolvency of Customer
- Violation of usage restrictions

2 Customer may terminate with sixty (60) days written notice.

9. MISCELLANEOUS

1 Governing Law: State of California

2 Entire Agreement: This document supersedes all prior negotiations.

SIGNATURES

Authorized NexusAI Representative Authorized Customer Representative

Date: Date: