

# INTELLIGENT SYSTEM INTERACTION PROTOCOL LICENSE AGREEMENT

## PARTIES

This Intelligent System Interaction Protocol 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 artificial intelligence interaction protocols and associated technological frameworks for enterprise predictive maintenance and intelligent system diagnostics;

WHEREAS, Licensee desires to obtain a limited license to utilize certain specified technological capabilities developed by Licensor;

WHEREAS, the parties mutually desire to establish the terms and conditions governing the use of such technological protocols;

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

## 1. DEFINITIONS

1 "Intelligent System Interaction Protocol" or "ISIP" shall mean Licensor's proprietary algorithmic framework for machine learning-driven system diagnostics and predictive maintenance.

2 "Licensed Technology" shall mean the specific software, documentation, and associated intellectual property rights related to the ISIP, as more particularly described in Exhibit A.

3 "Permitted Use" shall mean the internal application of Licensed Technology for enterprise

diagnostic and predictive maintenance purposes within Licensee's operational environments.

## **2. LICENSE GRANT**

1 Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable license to utilize the Licensed Technology solely for Permitted Use.

2 The license granted herein is limited to:

- a) Internal implementation of ISIP frameworks
- b) Configuration and customization within Licensee's enterprise infrastructure
- c) Use by Licensee's authorized personnel

3 Licensee shall not:

- a) Reverse engineer the Licensed Technology
- b) Distribute or sublicense the technology to third parties
- c) Modify the core algorithmic structures without prior written consent

## **3. INTELLECTUAL PROPERTY RIGHTS**

1 Licensor retains all intellectual property rights, title, and interest in the Licensed Technology.

2 Licensee acknowledges that no ownership rights are transferred through this Agreement, only a limited use license.

## **4. FEES AND PAYMENT**

1 In consideration for the license, Licensee shall pay Licensor an annual licensing fee of \$250,000, payable in quarterly installments of \$62,500.

2 Fees shall be adjusted annually based on the Consumer Price Index for technology services.

## **5. WARRANTY AND DISCLAIMER**

1 Licensor warrants that the Licensed Technology will perform substantially in accordance with its documentation under normal use.

2 THE WARRANTY IN SECTION 5.1 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **6. LIMITATION OF LIABILITY**

- 1 Neither party shall be liable for indirect, consequential, or punitive damages.
- 2 Total aggregate liability shall not exceed the total fees paid by Licensee in the preceding twelve-month period.

## **7. TERM AND TERMINATION**

- 1 This Agreement shall remain in effect for an initial term of three (3) years from the Effective Date.
- 2 Either party may terminate the Agreement for material breach with thirty (30) days written notice.

## **8. CONFIDENTIALITY**

- 1 Each party shall maintain the confidentiality of the other party's proprietary information.
- 2 Confidentiality obligations shall survive termination of this Agreement for a period of five (5) years.

## **9. MISCELLANEOUS**

- 1 This Agreement shall be governed by California law.
- 2 Any disputes shall be resolved through binding arbitration in Santa Clara County, California.

## **SIGNATURE PAGE**

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]