

ENTERPRISE SOFTWARE LICENSE AND MAINTENANCE CONTRACT

PARTIES

This Enterprise Software License and Maintenance 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 Technology Park Drive, San Jose, California 95134 ("Nexus")

and

LICENSEE: [Client Name], a [State of Incorporation] corporation with principal offices at [Full Address] ("Client")

RECITALS

WHEREAS, Nexus develops and maintains advanced AI-powered predictive maintenance and digital transformation software platforms;

WHEREAS, Client desires to license certain software products from Nexus for enterprise deployment;

WHEREAS, the parties wish to establish the terms and conditions governing the software license and ongoing maintenance services;

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

1. DEFINITIONS

1 "Software" shall mean Nexus's proprietary AI-driven predictive maintenance platform, including all associated modules, libraries, and documentation.

2 "Maintenance Services" shall include software updates, technical support, security patches, and system upgrades.

3 "Confidential Information" means all non-public technical and business information disclosed by

either party during the term of this Agreement.

2. LICENSE GRANT

1 ****License Type****: Nexus grants Client a non-exclusive, non-transferable enterprise license to use the Software.

2 ****Scope of Use****:

- a) Client may install the Software on up to 500 enterprise endpoints
- b) Usage is limited to Client's internal business operations
- c) Sublicensing is expressly prohibited

3 ****Restrictions****:

- a) Client shall not reverse engineer, decompile, or attempt to derive source code
- b) Client shall not modify or create derivative works of the Software
- c) Client shall implement reasonable security measures to protect the Software

3. MAINTENANCE SERVICES

1 ****Service Level****:

- a) 24x7 technical support via dedicated support portal
- b) Response times:
 - Critical Issues: 1 hour
 - High Priority: 4 hours
 - Standard Issues: 24 hours

2 ****Software Updates****:

- a) Quarterly major version releases
- b) Monthly security and performance patches
- c) Access to latest feature enhancements

3 ****Support Channels****:

- Dedicated support email: enterprise-support@nexusintelligent.com
- Priority telephone support: +1 (888) 555-NEXUS
- Secure web-based ticketing system

4. FEES AND PAYMENT

1 **License Fees:**

- a) Initial License Fee: \$250,000 (paid upon execution)
- b) Annual Maintenance Fee: \$75,000 (paid quarterly)

2 **Payment Terms:**

- Net 30 days from invoice date
- Late payments subject to 1.5% monthly interest
- Suspension of services for non-payment after 60 days

5. INTELLECTUAL PROPERTY

1 Nexus retains all intellectual property rights to the Software.

2 Client acknowledges that the Software contains proprietary trade secrets.

3 Any improvements or modifications developed by Client shall be assigned to Nexus.

6. WARRANTY AND DISCLAIMER

1 **Software Warranty:**

- a) Functional as described in documentation
- b) Performs substantially in accordance with specifications
- c) Warranty period: 90 days from initial delivery

2 **Limitation of Liability:**

- a) Maximum liability limited to fees paid in preceding 12 months
- b) No liability for indirect, consequential, or punitive damages
- c) Exclusion of damages related to lost profits or business interruption

7. TERM AND TERMINATION

1 **Initial Term**: 36 months from execution date

2 **Renewal**: Automatic 12-month renewals unless terminated with 90-day written notice

3 **Termination Rights**:

- a) Material breach with 30-day cure period
- b) Immediate termination for bankruptcy or insolvency

8. CONFIDENTIALITY

1 Both parties shall maintain strict confidentiality of proprietary information.

2 Obligations survive termination for 5 years.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

10. 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

[CLIENT NAME]

By:

[Authorized Signatory]

[Title]