

Enterprise Software License Tracking Document

CONFIDENTIAL PROPRIETARY INFORMATION

Parties

This Enterprise Software License Tracking Document ("Agreement") is entered into by and between:

LICENSOR: Quantum Horizon Software Solutions, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, Austin, TX 78758

LICENSEE: Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 425 Innovation Boulevard, San Francisco, CA 94105

Effective Date

Effective as of January 22, 2024

1. DEFINITIONS

1 "Licensed Software" shall mean the proprietary enterprise predictive analytics platform developed by Quantum Horizon, specifically the PredictiveCore(TM) AI Diagnostic Suite, Version 3.7.

2 "Licensed Territory" shall mean the United States and Canada, including all subsidiary and affiliate operations of Nexus Intelligent Systems.

3 "Permitted Users" shall mean full-time employees and authorized contractors of Nexus Intelligent Systems who require direct access for operational purposes.

2. LICENSE GRANT

1 Subject to the terms and conditions herein, Quantum Horizon grants Nexus Intelligent Systems a non-exclusive, non-transferable license to utilize the Licensed Software.

2 License Scope:

- a) Maximum concurrent user licenses: 50 simultaneous users
- b) Deployment environments: Production, Staging, and Development
- c) Permitted use cases: Predictive maintenance, machine learning diagnostics, enterprise analytics

3 Restrictions:

- Reverse engineering prohibited
- Source code access not permitted
- No sublicensing rights granted
- No redistribution of software components

3. LICENSING FEES

1 Annual License Fee: \$375,000 USD, payable in quarterly installments of \$93,750.

2 Payment Terms:

- Net 30 days from invoice date
- Payments via electronic wire transfer
- Late payments subject to 1.5% monthly interest charge

3 Fee Adjustments:

- Annual CPI-based price escalation
- Potential volume discount based on user expansion

4. MAINTENANCE AND SUPPORT

1 Support Levels:

- Tier 1: Standard business hours support (8am-6pm EST)
- Critical issue response within 4 hours
- Software updates and patches included

2 Support Exclusions:

- Custom configuration issues
- Third-party integration challenges
- User error or improper system configuration

5. INTELLECTUAL PROPERTY

1 Quantum Horizon retains all intellectual property rights, patents, and proprietary interests in the Licensed Software.

2 Nexus Intelligent Systems acknowledges that no ownership rights are transferred through this

license agreement.

6. DATA PROTECTION AND SECURITY

1 Nexus Intelligent Systems shall:

- Implement industry-standard security protocols
- Maintain confidentiality of software components
- Prevent unauthorized access or distribution

2 Compliance Requirements:

- SOC 2 Type II certification maintenance
- Annual security audit documentation
- Immediate breach notification protocols

7. TERMINATION

1 Termination Events:

- Material breach of licensing terms
- Failure to remit payment
- Bankruptcy or insolvency proceedings
- Unauthorized software distribution

2 Post-Termination Obligations:

- Immediate cessation of software usage
- Complete data migration/deletion
- Return or destruction of confidential materials

8. MISCELLANEOUS PROVISIONS

1 Governing Law: State of Delaware

2 Dispute Resolution: Binding arbitration in Austin, Texas

3 Force Majeure: Standard commercial exceptions apply

9. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Enterprise Software License Tracking Document as of the Effective Date.

QUANTUM HORIZON SOFTWARE SOLUTIONS, INC.

By:

Name: Dr. Alexander Chen

Title: Chief Executive Officer

Date: January 22, 2024

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Name: Dr. Elena Rodriguez

Title: Chief Executive Officer

Date: January 22, 2024