

# DIGITAL INNOVATION PARTNERSHIP AGREEMENT

## PREAMBLE

This Digital Innovation Partnership Agreement ("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 ("Nexus")

AND

[PARTNER COMPANY NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Partner")

## RECITALS

WHEREAS, Nexus is a leading enterprise AI services provider specializing in predictive analytics and digital transformation solutions;

WHEREAS, Partner seeks to enhance its technological capabilities through strategic digital innovation partnerships;

WHEREAS, the parties desire to establish a collaborative framework for joint technological development and market expansion;

## 1. DEFINITIONS

1 "Confidential Information" shall mean all proprietary technical, business, and strategic information exchanged between the parties, including but not limited to algorithms, source code, business strategies, and customer data.

2 "Intellectual Property" shall mean all patents, trade secrets, copyrights, trademarks, and other proprietary technological assets developed during the partnership.

3 "Joint Innovation Platform" shall refer to the collaborative technological development framework established by this Agreement.

## 2. PARTNERSHIP SCOPE

## 1 Strategic Objectives

The parties shall collaborate to:

- a) Develop advanced predictive maintenance solutions
- b) Create integrated machine learning diagnostic tools
- c) Explore joint market opportunities in manufacturing and infrastructure sectors

## 2 Technology Integration

Partners will:

- Share relevant technological resources
- Conduct joint research and development initiatives
- Provide reciprocal access to specialized technological platforms

# 3. INTELLECTUAL PROPERTY PROVISIONS

## 1 Ownership

- Background IP remains with originating party
- Jointly developed IP shall be co-owned with equal rights of exploitation
- Each party retains perpetual, royalty-free license to jointly developed technologies

## 2 Licensing

- Non-exclusive, worldwide license for jointly developed technologies
- Licensing terms subject to separate negotiation for commercial deployment

# 4. FINANCIAL ARRANGEMENTS

## 1 Cost Sharing

- Initial joint development budget: \$750,000
- Proportional investment based on technological contribution and strategic value
- Quarterly financial reconciliation and budget review

## 2 Revenue Sharing

- Commercial products derived from joint innovation shall be subject to a 60/40 revenue split
- Detailed revenue allocation matrix to be developed within 90 days of agreement execution

# 5. CONFIDENTIALITY

## 1 Protection Standards

Both parties agree to:

- Maintain strict confidentiality of shared information
- Implement enterprise-grade security protocols
- Restrict access to confidential materials on a strict need-to-know basis

## 2 Duration

Confidentiality obligations shall persist for five (5) years following termination of this Agreement.

# 6. GOVERNANCE

## 1 Joint Steering Committee

- Quarterly strategic alignment meetings
- Equal representation from both organizations
- Decision-making through consensus

## 2 Performance Metrics

- Quarterly performance reviews
- Key performance indicators (KPIs) to include:
- Technology development milestones
- Market penetration
- Revenue generation from joint initiatives

# 7. TERM AND TERMINATION

## 1 Initial Term

- Three (3) years from Effective Date
- Automatic renewal for successive two-year periods

## 2 Termination Conditions

- Material breach with 30-day cure period
- Mutual written agreement
- Unilateral termination with 180-day notice

# 8. DISPUTE RESOLUTION

## 1 Mediation

- Mandatory mediation for all disputes
- Venue: Santa Clara County, California
- Governed by American Arbitration Association rules

## 2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

## 9. MISCELLANEOUS

### 1 Force Majeure

Standard force majeure provisions protecting both parties from uncontrollable events.

### 2 Entire Agreement

This document constitutes the complete understanding between parties, superseding all prior negotiations.

## SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereto have executed this Digital Innovation Partnership Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

[PARTNER COMPANY]

**By:**

[Authorized Signatory Name]

[Title]