TECHNOLOGY TRANSFER AND LICENSING AGREEMENT

PREAMBLE

This Technology Transfer and Licensing 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 Innovation Park Drive, San Jose, California 95134 ("Licensor")

AND

[LICENSEE NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Licensee")

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is a leading enterprise AI services company specializing in predictive maintenance and digital transformation technologies;

WHEREAS, Licensor has developed certain proprietary artificial intelligence and machine learning technologies with specific application to industrial predictive maintenance systems;

WHEREAS, Licensee desires to obtain a limited license to utilize certain of Licensor's technological innovations for specific industrial applications;

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

1. DEFINITIONS

1 "Confidential Information" shall mean all technical, financial, and operational information disclosed by Licensor, including but not limited to source code, algorithmic designs, training data sets, and architectural specifications.

2 "Licensed Technology" shall mean the specific predictive maintenance AI algorithms and associated machine learning models more particularly described in Exhibit A, attached hereto.

3 "Territory" shall mean the continental United States and Canada.

2. GRANT OF LICENSE

1 Limited License Grant

Licensor hereby grants to Licensee a non-exclusive, non-transferable license to utilize the Licensed Technology solely for internal industrial maintenance and diagnostic purposes within the Territory.

2 Scope of License

The license granted herein is limited to:

(a) Implementation of Licensed Technology within Licensee's operational infrastructure

(b) Internal training and deployment of predictive maintenance systems

(c) Modification of Licensed Technology for specific industrial use cases

3 Restrictions

Licensee shall not:

(a) Reverse engineer the Licensed Technology

(b) Sublicense or transfer rights to any third party

(c) Attempt to derive source code or underlying algorithmic structures

3. TECHNOLOGY TRANSFER

1 Transfer Methodology

Licensor shall provide technology transfer through:

(a) Comprehensive technical documentation

(b) Two (2) days of on-site implementation training

(c) Ninety (90) days of remote technical support

2 Delivery Specifications

Licensor shall deliver Licensed Technology via secure encrypted data transfer, including:

(a) Compiled binary libraries

(b) API documentation

(c) Reference implementation guides

(d) Sample training data sets

4. FINANCIAL TERMS

1 License Fees

Licensee shall pay Licensor:

(a) Initial license fee: $250,000 USD

(b) Annual maintenance and support fee: $75,000 USD

(c) Royalty of 3% on revenue derived directly from implementations of Licensed Technology

2 Payment Terms

All payments shall be made within thirty (30) days of invoice date via wire transfer to Licensor's designated financial institution.

5. INTELLECTUAL PROPERTY

1 Ownership

All intellectual property rights in the Licensed Technology shall remain exclusively with Licensor.

2 Improvements

Any improvements or derivative works created by Licensee shall be promptly disclosed to Licensor and may be incorporated into future versions of the Licensed Technology at Licensor's sole discretion.

6. WARRANTY AND DISCLAIMER

1 Limited Warranty

Licensor warrants that Licensed Technology will perform substantially in accordance with accompanying documentation for a period of twelve (12) months from delivery.

2 Disclaimer

EXCEPT AS EXPLICITLY SET FORTH HEREIN, LICENSED TECHNOLOGY IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

7. CONFIDENTIALITY

1 Confidentiality Obligations

Each party shall maintain strict confidentiality of the other party's Confidential Information, using no less than reasonable commercial standards of protection.

2 Survival

Confidentiality obligations shall survive termination of this Agreement for a period of five (5) years.

8. TERMINATION

1 Termination Rights

Either party may terminate this Agreement upon sixty (60) days written notice in the event of a material breach not cured within thirty (30) days.

2 Effects of Termination

Upon termination, Licensee shall:

(a) Cease all use of Licensed Technology

(b) Return or certify destruction of all Confidential Information

(c) Provide written confirmation of compliance

9. MISCELLANEOUS

1 Governing Law

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

2 Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior negotiations.

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]