

QUANTUM COMPUTING RESEARCH COLLABORATION

CONTRACT

PARTIES

This Quantum Computing Research Collaboration Contract ("Agreement") is entered into as of January 22, 2024, by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Nexus")

AND

QUANTUM HORIZONS LABORATORIES, a research institution with principal offices at 450 Innovation Boulevard, Cambridge, Massachusetts 02142 ("Quantum Horizons")

(Individually referred to as "Party" and collectively as "Parties")

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is a leading enterprise AI services company specializing in predictive analytics and intelligent automation technologies;

WHEREAS, Quantum Horizons Laboratories is a premier research institution with advanced capabilities in quantum computing and computational physics;

WHEREAS, the Parties desire to collaborate on joint research and development of quantum-enhanced predictive maintenance algorithms;

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, scientific, and business information disclosed by either Party during the course of this collaboration.

2 "Foreground IP" shall mean intellectual property directly generated through collaborative research activities under this Agreement.

3 "Background IP" shall mean intellectual property owned by each Party prior to or independent of this collaboration.

2. RESEARCH COLLABORATION SCOPE

1 Research Objectives

The Parties shall jointly pursue research to develop quantum computing algorithms for:

- a) Enhanced predictive maintenance modeling
- b) Machine learning diagnostic tool optimization
- c) Industrial system performance prediction

2 Research Phases

The collaboration shall proceed through the following structured phases:

- Phase I: Conceptual Design and Algorithm Development (6 months)
- Phase II: Prototype Development and Initial Testing (9 months)
- Phase III: Validation and Refinement (6 months)

3. INTELLECTUAL PROPERTY PROVISIONS

1 Ownership of Foreground IP

Foreground IP shall be jointly owned by Nexus and Quantum Horizons, with each Party receiving equal rights to commercialize and license resulting technologies.

2 Background IP Preservation

Each Party shall retain full ownership of its respective Background IP. No implied licenses are granted beyond the specific collaboration scope.

3 Publication Rights

- a) Research findings may be published only after mutual written consent
- b) Each publication must provide appropriate attribution to both Parties
- c) Confidential review period of 30 days prior to any public disclosure

4. FINANCIAL TERMS

1 Research Funding

- Nexus shall contribute \$750,000 in research funding

- Quantum Horizons shall provide computational resources and research personnel
- Funds shall be disbursed in three equal installments corresponding to research phases

2 Cost Allocation

Direct research expenses shall be shared proportionally based on each Party's contribution and agreed-upon budget.

5. CONFIDENTIALITY

1 Confidentiality Obligations

Parties agree to:

- Maintain strict confidentiality of shared information
- Implement robust security protocols
- Restrict access to authorized personnel only
- Protect Confidential Information with same standard of care used for proprietary information

2 Exclusions

Confidentiality obligations shall not apply to information that:

- Was publicly available prior to disclosure
- Is independently developed without use of the other Party's Confidential Information
- Is received from a third party without breach of confidentiality obligations

6. TERM AND TERMINATION

1 Contract Duration

This Agreement shall remain in effect for twenty-four (24) months from the effective date, with potential extension by mutual written agreement.

2 Termination Conditions

Either Party may terminate the Agreement with 90 days written notice if:

- Material breach of contract terms
- Fundamental disagreement on research direction
- Significant technical or financial impediments arise

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with exclusive jurisdiction residing in Santa Clara County.

8. 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

QUANTUM HORIZONS LABORATORIES

By:

Dr. Jonathan Weiss

Chief Research Officer