

# TECHNOLOGY TRANSFER LICENSING PROPOSAL

## CONFIDENTIAL DOCUMENT

Proprietary and Confidential Information of Nexus Intelligent Systems, Inc.

## PARTIES

This Technology Transfer Licensing Proposal ("Proposal") is entered into 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: [Counterparty Name] ("Licensee")

Dated: January 22, 2024

## 1. PRELIMINARY DEFINITIONS

1 "Confidential Information" shall mean all proprietary technical, business, and strategic information disclosed by Nexus, including but not limited to:

- Predictive maintenance algorithms
- Machine learning diagnostic tool specifications
- Enterprise digital transformation methodologies
- Source code and implementation frameworks

2 "Licensed Technology" means the specific AI-powered predictive maintenance platform technologies developed by Nexus, including:

- Diagnostic Algorithm Suite v2.3
- Industrial Machine Learning Framework
- Predictive Maintenance Optimization Toolkit

## 2. SCOPE OF LICENSE

### 1 Grant of License

Nexus hereby grants Licensee a non-exclusive, non-transferable license to utilize the Licensed

Technology subject to the following restrictions and conditions:

- a) Usage limited to internal enterprise applications
- b) Prohibited from reverse engineering or decompiling
- c) Restricted to specific industrial sector applications
- d) Term of license: 36 months from execution date

## 2 License Restrictions

Licensee expressly acknowledges and agrees that:

- Sublicensing is strictly prohibited
- Commercial redistribution is not permitted
- All intellectual property rights remain with Nexus

## 3. FINANCIAL TERMS

### 1 Licensing Fees

- Initial License Fee: \$475,000 USD
- Annual Maintenance and Support Fee: \$125,000 USD
- Technology Transfer Implementation Fee: \$85,000 USD

### 2 Payment Schedule

- 50% of total fees due upon execution
- Remaining balance payable within 30 days of technology transfer completion
- Annual fees invoiced quarterly in advance

## 4. TECHNOLOGY TRANSFER PROVISIONS

### 1 Implementation Process

Nexus will provide:

- Comprehensive technology transfer documentation
- Two (2) full days of on-site implementation support
- Access to specialized training materials
- Remote technical consultation (20 hours)

### 2 Knowledge Transfer

- Detailed technical documentation
- Architecture diagrams
- Implementation best practices
- Performance optimization guidelines

## **5. WARRANTY AND REPRESENTATIONS**

1 Nexus warrants that:

- Licensed Technology is original and developed internally
- No third-party claims exist against the technology
- Technology performs substantially as described in documentation

2 Limitation of Liability

- Maximum aggregate liability: License fees paid
- Excludes consequential and indirect damages
- No warranty for specific business outcomes

## **6. CONFIDENTIALITY**

1 Confidentiality Obligations

Both parties agree to:

- Maintain strict confidentiality
- Implement robust information protection measures
- Restrict access to authorized personnel only

## **7. TERMINATION**

1 Termination Rights

- Nexus may terminate for material breach
- 30-day cure period for remediable violations
- Pro-rated refund of prepaid fees

## **8. GOVERNING LAW**

1 This Proposal shall be governed by the laws of the State of California, with exclusive jurisdiction

in Santa Clara County.

## **9. EXECUTION**

By signing below, the authorized representatives acknowledge review and acceptance of all terms.

— **Date:**

[Authorized Signatory - Nexus]

— **Date:**

[Authorized Signatory - Licensee]

## **CONFIDENTIALITY NOTICE**

This document contains proprietary and confidential information. Unauthorized disclosure is prohibited.