

TECHNOLOGY DEVELOPMENT MILESTONE AGREEMENT

PREAMBLE

This Technology Development Milestone Agreement (the "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 ("Nexus")

AND

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

RECITALS

WHEREAS, Nexus is a leading enterprise AI services company specializing in predictive analytics and intelligent automation solutions;

WHEREAS, the Development Partner possesses specialized technological capabilities in [specific technological domain];

WHEREAS, the parties desire to collaborate on the development of advanced AI-driven predictive maintenance technologies;

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

1. DEFINITIONS

1 "Milestone" shall mean specific technological development objectives as outlined in Exhibit A, each representing a critical stage of technological advancement.

2 "Intellectual Property" means all patents, trade secrets, copyrights, and proprietary technologies developed during the course of this Agreement.

3 "Confidential Information" includes all technical, financial, and strategic information exchanged between parties during the collaboration.

2. DEVELOPMENT OBJECTIVES

1 Project Scope

The parties shall collaborate on developing an advanced predictive maintenance platform with the following primary objectives:

- a) Enhanced machine learning diagnostic algorithms
- b) Real-time industrial equipment performance prediction
- c) Integrated data visualization and reporting capabilities

2 Milestone Structure

The development process shall be structured into four (4) distinct technological milestones, each with specific deliverables, performance criteria, and financial compensation.

3. MILESTONE COMPENSATION

1 Milestone Payments

Upon successful completion and verification of each milestone, Nexus shall compensate the Development Partner as follows:

- Milestone 1: \$250,000
- Milestone 2: \$375,000
- Milestone 3: \$500,000
- Milestone 4: \$675,000

2 Payment Conditions

Payments are contingent upon:

- a) Successful achievement of all specified milestone criteria
- b) Independent technical verification
- c) Compliance with agreed technical specifications

4. INTELLECTUAL PROPERTY RIGHTS

1 Ownership

All Intellectual Property developed during the collaboration shall be jointly owned, with Nexus retaining primary commercialization rights.

2 License Grant

The Development Partner grants Nexus an exclusive, worldwide, perpetual license to utilize and commercialize developed technologies.

5. CONFIDENTIALITY

1 Confidentiality Obligations

Each party agrees to:

- a) Maintain strict confidentiality of all shared information
- b) Implement robust security protocols
- c) Restrict information access to essential personnel

2 Duration

Confidentiality obligations shall remain in effect for five (5) years following the Agreement's termination.

6. TERMINATION

1 Termination Rights

Either party may terminate the Agreement if:

- a) Material breach of contractual obligations
- b) Failure to achieve milestone objectives
- c) Fundamental technological incompatibility

2 Consequences of Termination

Upon termination, the parties shall:

- a) Return all confidential materials
- b) Settle outstanding financial obligations
- c) Preserve existing intellectual property rights

7. REPRESENTATIONS AND WARRANTIES

1 Each party represents and warrants that:

- a) They possess necessary legal authority to execute the Agreement
- b) All provided information is accurate and complete

c) They will act in good faith throughout the collaboration

8. DISPUTE RESOLUTION

1 Arbitration

Any disputes arising from this Agreement shall be resolved through binding arbitration in Santa Clara County, California, pursuant to American Arbitration Association rules.

9. MISCELLANEOUS

1 Governing Law

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

2 Entire Agreement

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

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Technology Development Milestone Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

DEVELOPMENT PARTNER

By:

[Authorized Signatory Name]

[Title]