

IoT Infrastructure Development Contract

PARTIES

This IoT Infrastructure Development Contract (the "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

TechNova Infrastructure Solutions, a California limited liability company with principal offices at 500 Innovation Way, Palo Alto, California 94304 ("TechNova")

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

RECITALS

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

WHEREAS, TechNova possesses specialized expertise in IoT infrastructure development and scalable network architectures;

WHEREAS, the Parties desire to collaborate on the development of advanced IoT infrastructure solutions for enterprise clients in manufacturing and critical infrastructure sectors;

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

1. DEFINITIONS

1 "IoT Infrastructure" shall mean the integrated network of intelligent sensors, communication protocols, data processing systems, and analytics platforms designed to enable real-time monitoring and predictive maintenance capabilities.

2 "Deliverables" shall mean the specific technological components, software modules, and implementation documentation to be developed under this Agreement.

3 "Intellectual Property" shall include all patents, copyrights, trade secrets, and proprietary technologies developed during the course of this engagement.

2. SCOPE OF WORK

1 **Project Objectives**

Nexus and TechNova shall collaborate to develop a comprehensive IoT infrastructure solution with the following primary objectives:

- Design scalable sensor network architectures
- Develop advanced data ingestion and processing protocols
- Create machine learning models for predictive maintenance
- Implement secure communication and data transmission frameworks

2 **Development Phases**

The project shall be executed in the following sequential phases:

- (a) Requirements Analysis and System Design
- (b) Prototype Development
- (c) Testing and Validation
- (d) Pilot Implementation
- (e) Full-Scale Deployment

3. INTELLECTUAL PROPERTY RIGHTS

1 **Joint Ownership**

All Intellectual Property developed during the course of this Agreement shall be jointly owned by Nexus and TechNova, with equal rights to utilize, license, and commercialize the resulting technologies.

2 **Background IP**

Each Party shall retain exclusive ownership of its pre-existing Intellectual Property introduced to the project.

3 **Licensing**

The Parties shall negotiate separate licensing terms for commercial exploitation of jointly developed technologies.

4. FINANCIAL TERMS

1 **Total Contract Value**

The total contract value is established at \$2,750,000, to be paid according to the following schedule:

- 25% upon contract execution
- 25% upon completion of prototype
- 25% upon successful pilot implementation
- 25% upon final system acceptance

2 **Payment Mechanism**

Payments shall be made via wire transfer within 30 days of milestone verification.

5. CONFIDENTIALITY

1 Each Party agrees to maintain strict confidentiality regarding the other Party's proprietary information, using no less than reasonable commercial standards of protection.

2 Confidentiality obligations shall remain in effect for five (5) years following contract termination.

6. WARRANTY AND PERFORMANCE STANDARDS

1 **Technical Warranties**

TechNova warrants that all Deliverables shall:

- Meet specified performance specifications
- Comply with industry security standards
- Function without material defects
- Integrate seamlessly with existing enterprise systems

2 **Remedy for Non-Conformance**

In the event of non-conforming Deliverables, TechNova shall have 30 days to cure or replace the non-conforming components.

7. TERMINATION

1 Either Party may terminate this Agreement with 90 days written notice.

2 In the event of material breach, the non-breaching Party may terminate immediately upon written

notice.

8. GOVERNING LAW

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

9. 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

TechNova Infrastructure Solutions

By:

Jonathan Reyes

Chief Executive Officer