

EDGE COMPUTING INFRASTRUCTURE DEVELOPMENT AGREEMENT

PREAMBLE

This Edge Computing Infrastructure Development 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 Technology Park Drive, Austin, Texas 78758 ("Nexus")

AND

QUANTUM EDGE NETWORKS, LLC, a California limited liability company with principal offices at 500 Innovation Boulevard, San Jose, California 95113 ("Quantum Edge")

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

RECITALS

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

WHEREAS, Quantum Edge possesses specialized expertise in edge computing infrastructure and distributed network technologies;

WHEREAS, the Parties desire to collaborate on the development of advanced edge computing infrastructure to support enterprise-grade AI and machine learning platforms;

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

1. DEFINITIONS

1 "Edge Computing Infrastructure" shall mean the distributed computing architecture designed to process data closer to the source of data generation, including hardware, software, and networking components.

2 "Intellectual Property" shall mean all patents, copyrights, trade secrets, and proprietary

technologies developed during the course of this Agreement.

3 "Milestone" shall mean specific technical and developmental objectives outlined in the project implementation schedule.

2. SCOPE OF COLLABORATION

1 Project Objectives

The Parties shall collaborate to develop a next-generation edge computing infrastructure platform with the following primary objectives:

- a) Create a scalable, secure distributed computing architecture
- b) Enable real-time data processing for industrial IoT environments
- c) Develop machine learning optimization algorithms for edge deployment

2 Technical Specifications

The infrastructure shall meet the following minimum technical requirements:

- Latency: <10 milliseconds
- Processing Capacity: 500 teraFLOPS
- Security Protocol: AES-256 encryption
- Fault Tolerance: 99.999% uptime guarantee

3. DEVELOPMENT RESPONSIBILITIES

1 Nexus Responsibilities

Nexus shall be responsible for:

- a) Machine learning algorithm development
- b) AI model optimization
- c) Enterprise integration strategy
- d) Providing domain expertise in predictive maintenance technologies

2 Quantum Edge Responsibilities

Quantum Edge shall be responsible for:

- a) Hardware infrastructure design
- b) Network architecture development
- c) Edge node configuration and deployment

d) Performance optimization and scalability testing

4. INTELLECTUAL PROPERTY

1 Ownership

All Intellectual Property developed jointly shall be co-owned by the Parties, with each Party retaining full rights to utilize such IP in their respective business domains.

2 Background IP

Each Party shall retain ownership of its pre-existing Intellectual Property introduced during the collaboration.

5. FINANCIAL TERMS

1 Development Costs

Each Party shall bear its own development costs and investments associated with the project.

2 Revenue Sharing

The Parties shall share commercial revenues generated from the edge computing platform on a 60/40 split, with Nexus receiving 60% and Quantum Edge receiving 40%.

6. TERM AND TERMINATION

1 Initial Term

This Agreement shall remain in effect for an initial period of twenty-four (24) months from the Effective Date.

2 Termination

Either Party may terminate this Agreement with sixty (60) days written notice if material breach conditions are not remedied.

7. CONFIDENTIALITY

1 The Parties agree to maintain strict confidentiality regarding all technical, financial, and strategic information exchanged during the collaboration.

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

8. GOVERNING LAW

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

9. SIGNATURES

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

QUANTUM EDGE NETWORKS, LLC

By:

Jonathan Reese

Managing Director