

INNOVATION ACCELERATION PARTNERSHIP TERMS

PREAMBLE

THIS INNOVATION ACCELERATION PARTNERSHIP AGREEMENT (the "Agreement") is executed on 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

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

1. DEFINITIONS

1 "Confidential Information" shall mean all proprietary technical, business, and strategic information exchanged between the parties, including but not limited to algorithmic designs, predictive analytics methodologies, and enterprise solution architectures.

2 "Innovation Acceleration Platform" or "IAP" shall mean the collaborative technological framework established pursuant to this Agreement for joint research, development, and commercialization of advanced AI-driven solutions.

3 "Intellectual Property" or "IP" shall encompass all patents, trade secrets, copyrights, and proprietary methodologies developed during the partnership term.

2. PARTNERSHIP OBJECTIVES

1 Strategic Alignment

The parties hereby establish a strategic innovation partnership designed to:

- Develop next-generation predictive maintenance technologies
- Create integrated AI-powered diagnostic tools for enterprise clients
- Accelerate digital transformation solutions across target market sectors

2 Collaborative Framework

The partnership shall leverage:

- Nexus's advanced machine learning capabilities
- Partner's domain-specific industrial expertise
- Shared research and development resources
- Complementary technological infrastructures

3. GOVERNANCE AND MANAGEMENT

1 Joint Steering Committee

A bi-partisan steering committee shall be established, comprising:

- Two (2) senior representatives from Nexus
- Two (2) senior representatives from Partner
- Quarterly strategic review meetings
- Decision-making through consensus mechanisms

2 Performance Metrics

The partnership shall be evaluated against the following key performance indicators:

- Technology development milestones
- Joint solution commercialization potential
- Revenue generation from collaborative offerings
- Intellectual property creation

4. INTELLECTUAL PROPERTY PROVISIONS

1 Background IP

Each party shall retain full ownership of pre-existing intellectual property.

2 Jointly Developed IP

Intellectual property created during the partnership shall be:

- Jointly owned
- Equally divisible
- Subject to shared commercialization rights
- Protected through comprehensive joint filing strategies

5. CONFIDENTIALITY AND DATA PROTECTION

1 Confidentiality Obligations

Both parties agree to:

- Maintain strict confidentiality of shared information
- Implement robust security protocols
- Restrict access to authorized personnel
- Comply with applicable data protection regulations

2 Non-Disclosure

A comprehensive non-disclosure agreement shall be executed concurrently with this partnership terms document.

6. FINANCIAL CONSIDERATIONS

1 Investment Commitment

Each party shall contribute:

- Equivalent human capital resources
- Matching technology infrastructure investments
- Proportional research and development funding

2 Revenue Sharing

Collaborative solution revenues shall be distributed:

- 50/50 split for jointly developed offerings
- Prorated based on individual contribution metrics
- Quarterly reconciliation and financial reporting

7. TERM AND TERMINATION

1 Initial Partnership Duration

The initial term shall be thirty-six (36) months, commencing on the execution date.

2 Renewal and Termination

- Automatic one-year renewal options
- Sixty (60) day written termination notice
- Pro-rata settlement of ongoing collaborative projects

8. MISCELLANEOUS PROVISIONS

1 Governing Law

This Agreement shall be governed by the laws of the State of California.

2 Dispute Resolution

Any disputes shall be resolved through binding arbitration in Santa Clara County, California.

SIGNATURE BLOCK

EXECUTED as of the date first above written:

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[PARTNER ENTITY]

By:

[Authorized Signatory Name]

[Title]