

# TECHNOLOGY TRANSFER AND KNOWLEDGE SHARING AGREEMENT

## PREAMBLE

This Technology Transfer and Knowledge Sharing 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 ("Transferor")

AND

[COUNTERPARTY NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Transferee")

## RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is a leading enterprise AI services provider specializing in predictive maintenance and digital transformation solutions;

WHEREAS, the Transferor possesses proprietary technological knowledge, methodologies, and intellectual property related to AI-powered predictive diagnostic platforms;

WHEREAS, the parties desire to establish a structured framework for technology transfer and knowledge sharing;

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

## 1. DEFINITIONS

1 "Confidential Information" shall mean all technical, commercial, and strategic information disclosed by the Transferor, including but not limited to:

- a) Source code
- b) Machine learning algorithms
- c) Architectural designs

- d) Performance metrics
- e) Research and development documentation

2 "Technology Assets" means the specific intellectual property, software frameworks, and technical documentation to be transferred under this Agreement.

3 "Transfer Period" means the twelve (12) month period following the Effective Date during which technology transfer activities will be conducted.

## **2. TECHNOLOGY TRANSFER SCOPE**

### **1 Transferred Technologies**

The Transferor shall transfer the following specific technology assets:

- a) Predictive maintenance machine learning models
- b) Enterprise diagnostic tool source code
- c) Technical implementation documentation
- d) Knowledge transfer training materials

### **2 Transfer Methodology**

Technology transfer shall be accomplished through:

- a) Comprehensive documentation packages
- b) Direct knowledge transfer sessions
- c) Technical training workshops
- d) Remote and on-site consultation periods

## **3. KNOWLEDGE SHARING PROTOCOLS**

### **1 Knowledge Transfer Sessions**

The Transferor shall conduct:

- a) Minimum of 80 hours of direct knowledge transfer
- b) Quarterly technical review meetings
- c) Ongoing remote consultation support

### **2 Intellectual Property Licensing**

- a) Non-exclusive technology license granted

- b) Limited commercial use rights
- c) Restrictions on sublicensing or further transfer

#### **4. COMPENSATION AND FINANCIAL TERMS**

##### **1 Technology Transfer Fee**

Transferee shall pay Transferor a total fee of \$750,000, structured as:

- a) Initial payment: \$250,000 upon execution
- b) Milestone payments: \$500,000 contingent upon successful technology integration

##### **2 Payment Schedule**

Payments shall be made via wire transfer to the designated bank account within ten (10) business days of each milestone achievement.

#### **5. CONFIDENTIALITY AND RESTRICTIONS**

##### **1 Confidentiality Obligations**

Transferee agrees to:

- a) Maintain strict confidentiality
- b) Implement robust security protocols
- c) Restrict access to authorized personnel
- d) Prevent unauthorized reproduction or distribution

##### **2 Non-Compete Provisions**

Transferee shall not:

- a) Develop competing technologies
- b) Reverse engineer transferred assets
- c) Engage with direct competitors of Transferor

#### **6. WARRANTY AND REPRESENTATIONS**

##### **1 Transferor Warranties**

Transferor represents and warrants that:

- a) It possesses full legal right to transfer technologies
- b) Transferred technologies are free from third-party encumbrances

c) Technologies perform substantially as documented

## 2 Limitation of Liability

Total liability shall not exceed the total compensation paid under this Agreement.

## 7. TERMINATION

### 1 Termination Events

This Agreement may be terminated:

- a) By mutual written consent
- b) Upon material breach with thirty (30) days' notice
- c) Completion of technology transfer obligations

## 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 PAGE

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

[COUNTERPARTY NAME]

**By:**

[Authorized Signatory]

[Title]