

# STRATEGIC TECHNOLOGY PARTNERSHIP FRAMEWORK

## PREAMBLE

This Strategic Technology Partnership Framework ("Framework") 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 Plaza, San Francisco, CA 94105 ("Nexus")

AND

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

## RECITALS

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

WHEREAS, Partner seeks to enhance its technological capabilities through strategic collaborative partnerships;

WHEREAS, both parties desire to establish a comprehensive framework for technological collaboration, knowledge exchange, and potential joint development;

NOW, THEREFORE, the parties agree as follows:

## 1. DEFINITIONS

1 "Confidential Information" shall mean all proprietary technical, business, and strategic information exchanged between parties during the partnership.

2 "Intellectual Property" shall include patents, trade secrets, algorithms, software, and derivative works developed during collaboration.

3 "Joint IP" shall mean technological innovations created through direct collaborative efforts under this Framework.

## 2. PARTNERSHIP SCOPE

## 1 Collaborative Objectives

- Develop advanced predictive maintenance technologies
- Create integrated machine learning diagnostic tools
- Explore enterprise digital transformation solutions

## 2 Technology Integration

Partner agrees to provide access to its existing technological infrastructure, while Nexus will contribute its AI-driven predictive analytics expertise.

## 3 Research and Development

Both parties shall dedicate appropriate technical resources, with an initial commitment of:

- Minimum 2 senior research engineers
- Quarterly collaborative development sprints
- Shared research budget not to exceed \$500,000 annually

# 3. INTELLECTUAL PROPERTY PROVISIONS

## 1 Ownership

- Background IP remains with originating party
- Joint IP shall be co-owned with equal rights of commercialization
- Each party retains perpetual, royalty-free license to Joint IP

## 2 Licensing

Parties shall negotiate specific licensing terms for commercializable technologies developed under this Framework through separate agreements.

# 4. CONFIDENTIALITY

## 1 Protection Standards

Both parties shall:

- Maintain strict confidentiality of shared information
- Implement industry-standard security protocols
- Restrict access to authorized personnel only

## 2 Duration

Confidentiality obligations persist for five (5) years following termination of this Framework.

## **5. FINANCIAL CONSIDERATIONS**

### **1 Cost Sharing**

Initial collaboration shall be conducted on a cost-neutral basis, with each party bearing its own development expenses.

### **2 Revenue Sharing**

For Joint IP commercialized successfully, parties shall share revenues on a 50/50 basis after recovering respective development costs.

## **6. TERM AND TERMINATION**

### **1 Initial Term**

This Framework shall remain in effect for twenty-four (24) months from the Effective Date.

### **2 Renewal**

Parties may extend through mutual written agreement, with terms to be renegotiated.

### **3 Termination Conditions**

Either party may terminate with ninety (90) days written notice if collaborative objectives are not met.

## **7. MISCELLANEOUS PROVISIONS**

### **1 Governing Law**

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

### **2 Dispute Resolution**

Any disputes shall first undergo mandatory mediation before potential litigation.

### **3 Force Majeure**

Parties shall be excused from performance during extraordinary circumstances beyond reasonable control.

## **8. SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Strategic Technology Partnership Framework as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

[PARTNER ENTITY]

**By:**

[Authorized Signatory Name]

Date: [Signature Date]