

INTELLECTUAL PROPERTY DISCLOSURE AND TECHNOLOGY TRANSFER AGREEMENT

CONFIDENTIAL DOCUMENT

Nexus Intelligent Systems, Inc.

Machine Learning Tool: Probabilistic Decision Support System

PARTIES

This Intellectual Property Disclosure and Technology Transfer Agreement (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 (hereinafter referred to as "Disclosing Party")

AND

[Counterparty Name], a [State of Incorporation] corporation with principal offices at [Address] (hereinafter referred to as "Receiving Party")

1. DEFINITIONS

1 "Confidential Information" shall mean the proprietary Machine Learning Tool: Probabilistic Decision Support System, including but not limited to:

- Source code and algorithmic implementations
- Training data sets
- Predictive modeling architectures
- Performance metrics and validation protocols
- Technical documentation and system specifications

2 "Intellectual Property" means all patents, patent applications, trade secrets, copyrights, trademarks, and other proprietary technological assets related to the Machine Learning Tool.

2. TECHNOLOGY DESCRIPTION

1 Core Technology Overview

The Probabilistic Decision Support System is an advanced machine learning platform designed to:

- a) Generate predictive maintenance recommendations
- b) Analyze complex industrial system performance metrics
- c) Provide real-time diagnostic insights across manufacturing, energy, and transportation sectors

2 Technical Specifications

- Machine Learning Architecture: Ensemble Bayesian Neural Network
- Predictive Accuracy: 92.7% across tested industrial domains
- Data Processing Capacity: 1.2 million data points per second
- Computational Framework: Distributed GPU-accelerated processing

3. INTELLECTUAL PROPERTY RIGHTS

1 Ownership

All Intellectual Property related to the Machine Learning Tool shall remain exclusively owned by Nexus Intelligent Systems, Inc.

2 Limited License

The Receiving Party is granted a non-exclusive, non-transferable license to review the Confidential Information solely for the purpose of potential business evaluation.

4. CONFIDENTIALITY OBLIGATIONS

1 Restricted Use

The Receiving Party agrees to:

- a) Maintain absolute confidentiality of all disclosed information
- b) Limit access to authorized personnel
- c) Implement robust security protocols
- d) Prevent unauthorized reproduction or distribution

2 Protection Standard

Receiving Party shall employ no less than reasonable commercial standard of care in protecting Confidential Information, which shall be no less stringent than methods used to protect its own proprietary information.

5. REPRESENTATIONS AND WARRANTIES

1 Disclosing Party Warranties

Nexus Intelligent Systems, Inc. represents and warrants that:

- a) It possesses full legal right to disclose the Confidential Information
- b) The Machine Learning Tool is an original work
- c) No third-party claims of infringement are pending

2 Limitation of Liability

The total liability of Nexus Intelligent Systems, Inc. shall not exceed the fair market value of the disclosed technology.

6. TERM AND TERMINATION

1 Agreement Duration

This Agreement shall remain in effect for a period of twenty-four (24) months from the date of execution.

2 Survival Clauses

Confidentiality provisions shall survive termination for a period of five (5) years.

7. 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.

8. EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[RECEIVING PARTY]

By:

[Authorized Signatory]

[Title]