

STRATEGIC PARTNERSHIP FRAMEWORK AGREEMENT

PREAMBLE

This Strategic Partnership Framework Agreement ("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 ("Nexus")

AND

[STRATEGIC PARTNER NAME], a [JURISDICTION] corporation with principal offices at [ADDRESS] ("Partner")

RECITALS

WHEREAS, Nexus is a leading enterprise AI services and predictive analytics company specializing in advanced technological solutions for industrial digital transformation;

WHEREAS, the parties desire to establish a comprehensive strategic partnership to leverage their respective technological capabilities and market strengths;

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 proprietary technical, financial, and strategic information exchanged between the parties during the course of this partnership.

2 "Intellectual Property" shall include all patents, trade secrets, algorithms, software, and derivative works developed individually or jointly during the partnership.

3 "Strategic Technologies" shall mean the AI-powered predictive maintenance platforms and machine learning diagnostic tools developed by Nexus.

2. PARTNERSHIP SCOPE

1 Strategic Objectives

The parties shall collaborate to:

- a) Develop integrated AI-driven solutions for enterprise digital transformation
- b) Expand market penetration in manufacturing, energy, transportation, and infrastructure sectors
- c) Create joint go-to-market strategies leveraging respective technological capabilities

2 Technology Integration

The parties shall:

- a) Conduct comprehensive technical integration assessments
- b) Develop interoperable platform architectures
- c) Create joint proof-of-concept implementations

3. GOVERNANCE

1 Joint Steering Committee

A bi-monthly joint steering committee shall be established, comprising:

- Two senior executives from each organization
- Responsibility for strategic alignment and performance monitoring
- Authority to make collaborative decisions regarding partnership implementation

2 Performance Metrics

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

- a) Joint revenue generation
- b) Customer acquisition metrics
- c) Technology integration milestones
- d) Innovation development rates

4. INTELLECTUAL PROPERTY

1 Ownership

- Existing intellectual property shall remain with the originating party
- Jointly developed innovations shall be co-owned with proportional rights determined by respective contributions

2 Licensing

Comprehensive cross-licensing arrangements shall be negotiated, allowing limited use of each party's core technologies within the partnership framework.

5. CONFIDENTIALITY

1 Mutual Non-Disclosure

Both parties agree to:

- a) Maintain strict confidentiality of shared information
- b) Implement robust information protection protocols
- c) Limit information access to essential personnel
- d) Maintain confidentiality for five (5) years post-partnership termination

6. TERM AND TERMINATION

1 Initial Term

The initial partnership term shall be twenty-four (24) months, with automatic renewal contingent upon mutual performance assessments.

2 Termination Conditions

Either party may terminate the agreement with ninety (90) days written notice upon:

- a) Material breach of agreement terms
- b) Persistent failure to achieve mutually established performance metrics
- c) Fundamental strategic misalignment

7. MISCELLANEOUS

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

[STRATEGIC PARTNER]

By:

[AUTHORIZED SIGNATORY]

[TITLE]