

TECHNOLOGY DEVELOPMENT AND CO-CREATION CONTRACT

PARTIES

This Technology Development and Co-Creation Contract (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 Technology Park Drive, San Jose, California 95134 ("Nexus")

AND

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

RECITALS

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

WHEREAS, the Partner possesses complementary technological capabilities and expertise in [SPECIFIC TECHNOLOGICAL DOMAIN];

WHEREAS, both parties desire to collaborate on the development of advanced technological solutions through a structured co-creation framework;

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

1. DEFINITIONS

1 "Background IP" shall mean all intellectual property owned by each party prior to the commencement of this Agreement.

2 "Foreground IP" shall mean all intellectual property developed jointly or individually during the course of this collaboration.

3 "Confidential Information" shall mean proprietary technical, business, and strategic information exchanged between the parties.

2. SCOPE OF COLLABORATION

1 Collaborative Objectives

The parties shall jointly develop [SPECIFIC TECHNOLOGICAL SOLUTION] with the following primary objectives:

- a) Enhance predictive maintenance capabilities
- b) Develop machine learning diagnostic tools
- c) Create scalable enterprise digital transformation solutions

2 Project Governance

- A joint steering committee shall be established with equal representation
- Quarterly strategic review meetings will be conducted
- Detailed project milestones and deliverables will be mutually defined

3. INTELLECTUAL PROPERTY RIGHTS

1 Ownership of Foreground IP

- Jointly developed intellectual property shall be co-owned
- Each party shall have non-exclusive, royalty-free rights to utilize co-developed technologies
- Commercialization rights shall be proportional to each party's contribution

2 Background IP Preservation

- Each party retains full ownership of its pre-existing intellectual property
- No implied licenses are granted beyond the specific collaboration scope

4. FINANCIAL TERMS

1 Cost Sharing

- Initial development costs shall be equally distributed
- Subsequent commercialization revenues will be split based on contribution percentages

2 Payment Structure

- Milestone-based payments totaling \$[X] over 24-month development period
- Detailed payment schedule attached as Exhibit A

5. CONFIDENTIALITY

1 Confidentiality Obligations

- Strict non-disclosure requirements for all shared information
- 5-year confidentiality period post-contract termination
- Comprehensive data protection and information security protocols

2 Permitted Disclosures

Limited exceptions for:

- Regulatory compliance
- Legal proceedings
- Investor/board reporting with prior written consent

6. TERM AND TERMINATION

1 Contract Duration

- Initial term: 24 months from Effective Date
- Automatic renewal subject to mutual written agreement

2 Termination Conditions

- Material breach with 30-day cure period
- Mutual written consent
- Unilateral termination with 90-day notice

7. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

- Maximum aggregate liability capped at total contract value
- Exclusion of consequential and indirect damages

2 Indemnification

- Comprehensive cross-indemnification for intellectual property claims
- Obligation to defend and hold harmless

8. MISCELLANEOUS PROVISIONS

1 Governing Law

- State of California
- Exclusive jurisdiction in Santa Clara County Superior Court

2 Force Majeure

Standard force majeure provisions covering unforeseeable circumstances preventing contract performance

9. SIGNATURES

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

[PARTNER COMPANY]

By:

[AUTHORIZED SIGNATORY]

[TITLE]