

# TECHNOLOGY ESCROW AND SOURCE CODE AGREEMENT

## PREAMBLE

This Technology Escrow and Source Code 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 Technology Park Drive, San Jose, California 95134 ("Licensor")

and

[ESCROW AGENT NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Escrow Agent")

## RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. develops proprietary AI-powered predictive maintenance software platforms and related technological solutions;

WHEREAS, the Licensor desires to establish a comprehensive source code and technology escrow arrangement to provide security and continuity for its enterprise clients;

WHEREAS, the parties desire to establish the terms and conditions governing the deposit, maintenance, and potential release of source code and related technological assets;

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

## 1. DEFINITIONS

1 "Deposited Materials" shall mean the complete source code, documentation, build scripts, configuration files, and related intellectual property for Nexus Intelligent Systems' core predictive maintenance platform, including but not limited to:

- Diagnostic Machine Learning Modules
- Predictive Analytics Engines
- Enterprise Integration Frameworks
- Supporting Documentation and Technical Specifications

2 "Verification Package" shall mean a comprehensive technical package demonstrating the completeness and functionality of the Deposited Materials, to be independently verified by a mutually agreed third-party technology audit firm.

3 "Release Conditions" shall mean the specific circumstances under which the Escrow Agent is authorized to release the Deposited Materials to authorized licensees.

## **2. DEPOSIT OF MATERIALS**

### **1 Initial Deposit**

The Licensor shall deposit a complete and current version of the Deposited Materials within thirty (30) days of the Effective Date. Such deposit shall include:

- a) Fully executable source code
- b) Comprehensive build instructions
- c) System architecture documentation
- d) Current version release notes

### **2 Update Requirements**

The Licensor shall update the Deposited Materials no less than quarterly, ensuring that:

- a) All critical security patches are incorporated
- b) The most recent stable release is represented
- c) Build instructions remain current and functional

## **3. VERIFICATION AND ACCEPTANCE**

### **1 Initial Verification**

Within forty-five (45) days of each deposit, an independent third-party technology verification firm shall:

- a) Confirm the completeness of the Deposited Materials
- b) Validate build and deployment procedures
- c) Assess technical sufficiency for continued platform operation

### **2 Verification Standards**

The verification process shall adhere to the following standards:

- a) ISO/IEC 25010 Software Quality Model

- b) NIST Software Assurance Framework
- c) Industry-standard source code review protocols

## **4. RELEASE CONDITIONS**

### **1 Authorized Release Events**

The Escrow Agent may release Deposited Materials only upon occurrence of the following events:

- a) Licensor's bankruptcy or insolvency
- b) Cessation of business operations
- c) Failure to provide critical platform maintenance
- d) Material breach of ongoing software support obligations

### **2 Release Procedure**

Upon a verified release condition, the Escrow Agent shall:

- a) Provide written notice to all parties
- b) Conduct a secondary verification of release conditions
- c) Release materials to pre-authorized licensees
- d) Maintain comprehensive audit logs of the release process

## **5. CONFIDENTIALITY AND PROTECTION**

### **1 Confidentiality Obligations**

All Deposited Materials shall be treated as highly confidential trade secrets, with access strictly limited to:

- a) Escrow Agent personnel
- b) Authorized verification personnel
- c) Potential release recipients under strict non-disclosure agreements

### **2 Security Protocols**

The Escrow Agent shall maintain:

- a) Multi-factor authentication for material access
- b) Encrypted storage mechanisms
- c) Comprehensive access logging
- d) Annual third-party security audits

## **6. TERM AND TERMINATION**

### **1 Agreement Duration**

This Agreement shall remain in effect for an initial term of five (5) years, with automatic renewal provisions subject to mutual written agreement.

### **2 Termination Rights**

Either party may terminate the Agreement with ninety (90) days written notice, subject to orderly wind-down of escrow obligations.

## **7. MISCELLANEOUS PROVISIONS**

### **1 Governing Law**

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

### **2 Entire Agreement**

This document constitutes the entire understanding between the parties, superseding all prior negotiations and agreements.

## **SIGNATURE BLOCK**

IN WITNESS WHEREOF, the parties have executed this Technology Escrow and Source Code Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

ESCROW AGENT

**By:**

[Authorized Signatory]

[Title]

Dated: January 22, 2024