

STRATEGIC COLLABORATION AGREEMENT

PARTIES

This Strategic Collaboration 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 Innovation Park Drive, San Jose, California 95134 ("Nexus")

AND

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

RECITALS

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

WHEREAS, Partner possesses complementary technological capabilities and market expertise that align with Nexus's strategic growth objectives;

WHEREAS, both parties desire to establish a comprehensive strategic collaboration to develop, market, and implement advanced technological solutions;

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

1. DEFINITIONS

1 "Collaborative Technologies" shall mean the joint technological developments, intellectual property, and solution frameworks created pursuant to this Agreement.

2 "Confidential Information" shall include all proprietary technical, financial, and operational information exchanged between the parties during the collaboration.

3 "Effective Date" shall mean the date first written above.

2. SCOPE OF COLLABORATION

1 Strategic Objectives

The parties shall collaborate to:

- a) Develop integrated AI-powered predictive maintenance platforms
- b) Create joint go-to-market strategies for enterprise digital transformation solutions
- c) Leverage respective technological capabilities to enhance market competitiveness

2 Joint Development Initiatives

The parties will:

- Establish a joint technology development team
- Share research and development resources
- Conduct quarterly strategic alignment meetings
- Create integrated solution prototypes

3. INTELLECTUAL PROPERTY

1 Ownership

- Pre-existing intellectual property shall remain the exclusive property of its original creator
- Jointly developed intellectual property shall be co-owned with equal rights of use and commercialization

2 Licensing

Each party grants the other a non-exclusive, worldwide license to use collaborative technologies developed during the partnership, subject to mutually agreed commercial terms.

4. FINANCIAL ARRANGEMENTS

1 Cost Sharing

- Initial collaborative research and development costs shall be equally divided
- Future commercialization revenues will be shared based on specific contribution percentages

2 Financial Reporting

Quarterly financial reports detailing collaborative project expenses and potential revenue streams shall be exchanged between the parties.

5. CONFIDENTIALITY

1 Confidential Information

Each party agrees to:

- Maintain strict confidentiality of the other party's proprietary information
- Implement robust security protocols
- Restrict access to confidential materials
- Use confidential information solely for collaboration purposes

2 Duration

Confidentiality obligations shall survive the termination of this Agreement for a period of five (5) years.

6. TERM AND TERMINATION

1 Initial Term

This Agreement shall remain in effect for an initial period of thirty-six (36) months from the Effective Date.

2 Renewal

The Agreement may be renewed upon mutual written consent, with potential modifications to reflect evolving strategic objectives.

3 Termination Conditions

Either party may terminate the Agreement with ninety (90) days written notice if:

- Material breach of agreement terms occurs
- Collaborative objectives become commercially unviable
- Significant strategic misalignment emerges

7. REPRESENTATIONS AND WARRANTIES

1 Each party represents and warrants that:

- They have full corporate power to enter this Agreement
- The execution does not violate any existing contractual obligations
- All provided information is accurate and complete

8. DISPUTE RESOLUTION

1 Mediation

Any disputes arising from this Agreement shall first be addressed through good-faith negotiation.

2 Arbitration

Unresolved disputes shall be settled through binding arbitration in Santa Clara County, California, following American Arbitration Association rules.

9. MISCELLANEOUS PROVISIONS

1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

2 Entire Agreement

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

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Strategic Collaboration Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[PARTNER COMPANY]

By:

[Authorized Signatory Name]

[Title]