

# TECHNOLOGY TRANSFER AGREEMENT

## PREAMBLE

This Technology Transfer Agreement ("Agreement") is entered into as of January 22, 2024 ("Effective Date") by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Innovation Park Drive, San Jose, California 95134 ("Transferor")

AND

[COUNTERPARTY NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Transferee")

## RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is a leading enterprise AI services company specializing in predictive maintenance and intelligent automation technologies;

WHEREAS, Transferor has developed certain proprietary artificial intelligence algorithms and machine learning diagnostic tools with specific applications in industrial predictive maintenance;

WHEREAS, Transferee desires to acquire certain intellectual property rights and technical know-how related to these AI technologies;

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

## 1. DEFINITIONS

1 "Transferred Technology" shall mean the specific AI algorithms, source code, technical documentation, and associated intellectual property more particularly described in Exhibit A hereto.

2 "Confidential Information" means all technical, financial, and operational information disclosed by Transferor, whether in written, electronic, or other tangible form.

3 "Effective Date" means the date first written above.

## 2. TECHNOLOGY TRANSFER

## 1 Technology License

Transferor hereby grants Transferee a non-exclusive, worldwide license to utilize the Transferred Technology for internal research, development, and commercial applications, subject to the restrictions set forth herein.

## 2 Transfer Methodology

(a) Transferor shall provide complete source code, technical documentation, and implementation guides within thirty (30) days of execution.

(b) Technology transfer shall include:

- Complete source code repositories
- Comprehensive technical documentation
- Training sessions with senior technical personnel
- Migration and implementation support

## 3 Intellectual Property Rights

(a) Transferor retains all underlying patent, copyright, and trade secret rights to the Transferred Technology.

(b) Transferee receives a limited license to use, modify, and integrate the technology, but may not sublicense or transfer rights without prior written consent.

# 3. FINANCIAL TERMS

## 1 Technology Transfer Fee

Transferee shall pay Transferor a one-time technology transfer fee of USD \$1,750,000, payable within fifteen (15) business days of the Effective Date.

## 2 Ongoing Royalties

(a) Transferee shall pay a continuing royalty of 3% of net revenues derived from products or services incorporating the Transferred Technology.

(b) Royalty payments shall be calculated quarterly and remitted within thirty (30) days of each calendar quarter end.

# 4. REPRESENTATIONS AND WARRANTIES

## 1 Transferor Warranties

Transferor represents and warrants that:

- (a) It possesses full legal right to transfer the technology
- (b) The Transferred Technology is original and does not infringe third-party intellectual property rights
- (c) To the best of its knowledge, the technology is free from material defects

## 2 Limitation of Liability

Transferor's total liability shall not exceed the total fees paid under this Agreement.

# 5. CONFIDENTIALITY

## 1 Confidentiality Obligations

Both parties shall maintain strict confidentiality regarding the Transferred Technology and all related information.

## 2 Permitted Disclosures

Confidential Information may be disclosed:

- (a) To employees with a legitimate need to know
- (b) Pursuant to legal requirement, with prior written notice

# 6. TERM AND TERMINATION

## 1 Agreement Term

This Agreement shall remain in effect for ten (10) years from the Effective Date.

## 2 Termination Rights

Either party may terminate this Agreement for material breach after providing sixty (60) days written notice and opportunity to cure.

# 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.

3 Entire Agreement

This document constitutes the entire understanding between the parties.

## **SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Technology Transfer Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

[COUNTERPARTY]

**By:**

[Authorized Signatory]

[Title]