

CONFIDENTIAL TECHNOLOGY TRANSFER AGREEMENT

PREAMBLE

This Confidential Technology Transfer 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 Innovation Park Drive, San Jose, California 95134 ("Transferor")

AND

[RECEIVING PARTY NAME], a [STATE OF INCORPORATION] corporation with principal offices at [FULL ADDRESS] ("Transferee")

RECITALS

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

WHEREAS, Transferor possesses certain proprietary artificial intelligence and machine learning technologies with specific applications in predictive maintenance and industrial diagnostics;

WHEREAS, Transferee desires to acquire certain technology rights and associated intellectual property from Transferor under the terms specified herein;

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 technical, financial, operational, and strategic information disclosed by Transferor, including but not limited to source code, algorithmic designs, training datasets, architectural specifications, and performance metrics.

2 "Transferred Technology" means the specific AI-powered predictive maintenance platform technologies, machine learning diagnostic tools, and associated intellectual property more particularly described in Exhibit A.

3 "Effective Technology Transfer Date" means the date upon which all transfer conditions precedent have been satisfied and complete technological assets are transferred.

2. TECHNOLOGY TRANSFER TERMS

1 Technology Transfer Scope

Transferor agrees to transfer the following specific technological assets:

- a) Complete source code repositories
- b) Comprehensive technical documentation
- c) Machine learning model architectures
- d) Training and validation datasets
- e) Associated patent and intellectual property rights

2 Transfer Conditions

The technology transfer shall be contingent upon:

- a) Full payment of transfer consideration
- b) Execution of comprehensive non-disclosure agreements
- c) Successful technical validation by Transferee's engineering team
- d) Compliance with all export control and technology transfer regulations

3. FINANCIAL CONSIDERATIONS

1 Transfer Consideration

Transferee shall pay Transferor a total technology transfer fee of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), payable as follows:

- a) \$1,375,000 upon execution of this Agreement
- b) \$1,375,000 upon successful technology validation

2 Payment Terms

All payments shall be made via wire transfer to Transferor's designated banking institution within five (5) business days of each specified milestone.

4. INTELLECTUAL PROPERTY RIGHTS

1 Ownership Transfer

Transferor hereby assigns and transfers all right, title, and interest in the Transferred Technology, including all associated intellectual property rights, patents, and derivative works.

2 Representations and Warranties

Transferor represents and warrants that:

- a) It possesses full legal right to transfer the technology
- b) The technology is free of third-party encumbrances
- c) To the best of its knowledge, the technology does not infringe existing patents

5. CONFIDENTIALITY

1 Confidentiality Obligations

Transferee agrees to maintain the strictest confidentiality regarding all transferred technologies, implementing industry-standard security protocols to prevent unauthorized disclosure.

2 Permitted Disclosures

Confidential Information may be disclosed only to:

- a) Transferee's core engineering team
- b) Legal and compliance personnel
- c) External auditors under non-disclosure agreements

6. INDEMNIFICATION

1 Transferor's Indemnification

Transferor shall indemnify Transferee against any third-party claims arising from pre-existing intellectual property conflicts.

2 Limitation of Liability

Neither party's total liability shall exceed the total transfer consideration amount.

7. MISCELLANEOUS PROVISIONS

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.

8. SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[TRANSFEREE SIGNATURE BLOCK]