

RESEARCH AND DEVELOPMENT COLLABORATION CONTRACT

PARTIES

This Research and Development Collaboration Contract ("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 RESEARCH PARTNER], a [STATE] corporation with principal offices at [ADDRESS] ("Partner")

RECITALS

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

WHEREAS, Partner possesses specialized research capabilities and technological expertise complementary to Nexus's core competencies;

WHEREAS, both parties desire to collaborate on advanced research and development initiatives in artificial intelligence and machine learning technologies;

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

1. DEFINITIONS

1 "Collaborative IP" shall mean any intellectual property, inventions, discoveries, or technological developments created jointly by the parties during the term of this Agreement.

2 "Background IP" shall mean intellectual property owned by either party prior to the commencement of this Agreement.

3 "Confidential Information" shall mean proprietary technical, business, and strategic information disclosed by either party during the collaboration.

2. SCOPE OF COLLABORATION

1 Research Objectives

The parties shall jointly pursue research and development in the following domains:

- a) Advanced predictive maintenance algorithms
- b) Machine learning diagnostic tools for industrial infrastructure
- c) Enterprise AI transformation methodologies

2 Research Milestones

The collaboration shall be structured around the following key milestones:

- Initial research phase: 6 months
- Prototype development: 12 months
- Validation and testing: 6 months

3. INTELLECTUAL PROPERTY RIGHTS

1 Ownership of Collaborative IP

Collaborative IP shall be jointly owned by Nexus and Partner, with each party holding equal undivided interests.

2 Licensing

Each party grants the other a non-exclusive, worldwide, royalty-free license to use Background IP necessary for collaborative research purposes.

3 Invention Disclosure

Each party shall promptly disclose to the other any potentially patentable inventions arising from the collaboration.

4. FINANCIAL TERMS

1 Research Funding

Nexus shall contribute \$750,000 annually to support collaborative research efforts.

2 Cost Allocation

Research expenses shall be shared proportionally based on each party's committed resources and intellectual contributions.

5. CONFIDENTIALITY

1 Confidentiality Obligations

Each party shall:

- a) Maintain strict confidentiality of the other party's Confidential Information
- b) Use Confidential Information solely for collaborative research purposes
- c) Implement reasonable security measures to protect disclosed information

2 Exclusions

Confidentiality obligations shall not apply to information that:

- Is publicly available
- Was known prior to disclosure
- Is independently developed
- Is received from a third party without confidentiality restrictions

6. TERM AND TERMINATION

1 Initial Term

This Agreement shall remain in effect for an initial period of twenty-four (24) months from the effective date.

2 Renewal

The parties may mutually agree to extend the collaboration through written amendment.

3 Termination

Either party may terminate this Agreement with 90 days written notice if:

- Material breach of contract terms
- Fundamental disagreement on research direction
- Significant technological or strategic misalignment

7. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

Neither party shall be liable for indirect, consequential, or punitive damages arising from the collaboration.

2 Indemnification

Each party shall indemnify the other against third-party claims resulting from its own negligence or willful misconduct.

8. 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.

3 Force Majeure

Neither party shall be liable for delays caused by unforeseeable circumstances beyond reasonable control.

9. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[COLLABORATIVE RESEARCH PARTNER]

By:

[Authorized Representative]

[Title]