

VENDOR PARTNERSHIP AGREEMENT

PARTIES

This Vendor Partnership 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

DATASTREAM ANALYTICS, INC., a California corporation with principal offices at 500 Technology Boulevard, San Francisco, California 94105 ("Vendor")

RECITALS

WHEREAS, Nexus is a leading enterprise AI services provider specializing in predictive maintenance and digital transformation solutions;

WHEREAS, Vendor is a specialized data analytics firm with advanced machine learning capabilities;

WHEREAS, the parties desire to establish a strategic partnership to enhance their respective technological capabilities and market offerings;

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 proprietary technical, business, and strategic information exchanged between the parties during the term of this Agreement.

2 "Intellectual Property" shall mean all patents, copyrights, trade secrets, and proprietary methodologies developed by either party.

3 "Partnership Services" shall mean the collaborative technology development and integration services outlined in Exhibit A.

2. PARTNERSHIP SCOPE

1 Strategic Collaboration

Nexus and Vendor shall collaborate to develop integrated AI-powered predictive maintenance solutions targeting mid-to-large enterprise manufacturing and infrastructure sectors.

2 Technology Integration

The parties shall jointly develop and integrate:

- a) Advanced machine learning diagnostic tools
- b) Predictive maintenance platform enhancements
- c) Enterprise digital transformation consulting frameworks

3 Joint Development Responsibilities

- Vendor shall provide advanced data analytics algorithms
- Nexus shall provide enterprise implementation expertise
- Both parties shall contribute technical resources and intellectual capital

3. FINANCIAL TERMS

1 Revenue Sharing

- Initial joint solution revenue shall be split 60% (Nexus) / 40% (Vendor)
- Revenue sharing percentages subject to annual review and adjustment

2 Development Costs

Each party shall bear its own internal development and integration costs.

3 Licensing

Vendor grants Nexus a non-exclusive, worldwide license to incorporate Vendor's analytics technologies into Nexus platform solutions.

4. INTELLECTUAL PROPERTY

1 Ownership

- Pre-existing intellectual property remains with original creator
- Joint developments shall be co-owned with equal rights of use
- Background IP remains exclusively owned by originating party

2 Licensing

Parties grant each other limited, non-transferable licenses for collaborative technology integration.

5. CONFIDENTIALITY

1 Confidential Information

Each party agrees to:

- Maintain strict confidentiality of received information
- Use confidential information solely for partnership purposes
- Implement robust security protocols protecting shared data

2 Exclusions

Confidentiality obligations do not apply to:

- Publicly available information
- Information independently developed
- Information required to be disclosed by law

6. TERM AND TERMINATION

1 Initial Term

This Agreement shall commence on January 22, 2024, and continue for an initial period of twenty-four (24) months.

2 Renewal

Agreement automatically renews for successive twelve-month periods unless terminated by written notice.

3 Termination Conditions

Either party may terminate for:

- Material breach with thirty (30) days cure period
- Mutual written agreement
- Bankruptcy or insolvency of either party

7. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

Total aggregate liability shall not exceed the greater of:

- Actual damages
- Total contract value for preceding twelve (12) months

2 Indemnification

Each party shall indemnify the other against third-party claims arising from:

- Intellectual property infringement
- Gross negligence
- Willful misconduct

8. MISCELLANEOUS

1 Governing Law

This Agreement shall be governed by California law.

2 Dispute Resolution

Any disputes shall be resolved through binding arbitration in San Francisco, California.

3 Force Majeure

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

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

DATASTREAM ANALYTICS, INC.

By:

Jonathan Reyes

Chief Executive Officer