TECHNOLOGY TRANSFER AND LICENSING AGREEMENT

PREAMBLE

This Technology Transfer and Licensing Agreement ("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 ("Licensor")

AND

[LICENSEE NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Licensee")

RECITALS

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

WHEREAS, Licensor has developed certain proprietary artificial intelligence algorithms and machine learning diagnostic tools (the "Licensed Technology");

WHEREAS, Licensee desires to obtain a limited license to utilize certain components of the Licensed Technology for specific industrial applications;

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

1. DEFINITIONS

1 "Licensed Technology" shall mean the specific AI-powered predictive maintenance platform algorithms, source code, and associated documentation more particularly described in Exhibit A.

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

3 "Field of Use" means the industrial manufacturing and energy infrastructure diagnostic applications as specifically outlined in Section 2.2.

2. LICENSE GRANT

1 Limited License

Licensor hereby grants Licensee a non-exclusive, non-transferable license to utilize the Licensed Technology solely within the Field of Use, subject to the terms and conditions set forth herein.

2 Scope of License

The license shall be limited to:

(a) Internal implementation of predictive maintenance diagnostic tools

(b) Integration with existing enterprise infrastructure

(c) Use within manufacturing and energy infrastructure sectors

(d) Maximum of 250 concurrent user licenses

3 Restrictions

Licensee expressly acknowledges and agrees that:

(a) Reverse engineering is strictly prohibited

(b) Source code may not be modified without prior written consent

(c) Sublicensing is not permitted

(d) Geographic use is limited to North American operations

3. TECHNOLOGY TRANSFER

1 Transfer Mechanism

Licensor shall provide:

(a) Complete source code package

(b) Comprehensive technical documentation

(c) Two (2) days of initial implementation training

(d) API integration support documentation

2 Delivery Timeline

Technology transfer shall occur within thirty (30) days of execution, with initial transfer via secure encrypted file transfer protocol.

4. FINANCIAL TERMS

1 License Fees

(a) Initial License Fee: $375,000 USD

(b) Annual Maintenance and Support Fee: $85,000 USD

(c) Payment terms: Net 30 days from invoice date

2 Performance Royalties

Licensee shall pay a 3% royalty on net revenue derived directly from implementations utilizing Licensed Technology.

5. INTELLECTUAL PROPERTY

1 Ownership

All intellectual property rights in the Licensed Technology shall remain exclusively with Licensor.

2 Improvements

Any improvements or derivative works developed by Licensee shall be offered to Licensor for first right of acquisition.

6. WARRANTY AND DISCLAIMER

1 Limited Warranty

Licensor warrants that Licensed Technology will perform substantially in accordance with accompanying documentation for a period of twelve (12) months.

2 Disclaimer

EXCEPT AS EXPLICITLY SET FORTH HEREIN, LICENSED TECHNOLOGY IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

7. CONFIDENTIALITY

1 Confidentiality Obligations

Each party shall maintain strict confidentiality, using no less than reasonable commercial standards of care.

2 Survival

Confidentiality provisions shall survive termination for a period of five (5) years.

8. TERMINATION

1 Termination Rights

Either party may terminate this Agreement for material breach with thirty (30) days written notice.

2 Post-Termination Obligations

Upon termination, Licensee shall:

(a) Cease all use of Licensed Technology

(b) Return or certify destruction of all materials

(c) Provide written confirmation of compliance

9. MISCELLANEOUS

1 Governing Law

This Agreement shall be governed by the laws of the State of California.

2 Entire Agreement

This document constitutes the entire understanding between parties.

SIGNATURE PAGE

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[LICENSEE]

By:

[Authorized Signatory]

[Title]