

TECHNOLOGY TRANSFER AND LICENSING FRAMEWORK AGREEMENT

PREAMBLE

This Technology Transfer and Licensing Framework 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 ("Licensor")

AND

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

1. DEFINITIONS

1 "Confidential Information" shall mean all proprietary technical, business, and strategic information disclosed by Licensor, including but not limited to source code, algorithmic designs, predictive analytics methodologies, and machine learning models.

2 "Intellectual Property" means all patents, trade secrets, copyrights, and proprietary technologies developed by Nexus Intelligent Systems related to AI-powered predictive maintenance platforms and digital transformation solutions.

3 "Technology" means Licensor's proprietary AI diagnostic tools, machine learning algorithms, and enterprise automation frameworks.

2. TECHNOLOGY TRANSFER SCOPE

1 License Grant

Licensor hereby grants Licensee a non-exclusive, worldwide license to utilize the Technology for internal enterprise applications, subject to the following restrictions:

- Limited to use within Licensee's [SPECIFIED INDUSTRY] operations
- Prohibited from reverse engineering or decompiling Technology components
- Restricted from sublicensing or transferring licensing rights

2 Transfer Methodology

Technology transfer shall occur through:

- Comprehensive technical documentation
- Knowledge transfer sessions with Licensor's technical team
- Initial implementation support and training
- Access to specialized configuration tools

3. FINANCIAL TERMS

1 Licensing Fees

- Initial Technology Transfer Fee: \$750,000
- Annual Maintenance and Support Fee: \$175,000
- Royalty Structure: 3.5% of incremental revenue derived from Technology implementation

2 Payment Schedule

- 50% of initial fee due upon execution
- Remaining 50% due within 30 days of initial technology transfer
- Annual maintenance fees payable quarterly in advance

4. INTELLECTUAL PROPERTY PROTECTIONS

1 Ownership

All Intellectual Property remains exclusively owned by Nexus Intelligent Systems, with Licensee receiving a limited, revocable usage license.

2 Confidentiality Obligations

Licensee shall:

- Maintain strict confidentiality of transferred Technology
- Implement robust security protocols
- Restrict access to authorized personnel
- Provide immediate notification of any potential unauthorized disclosure

5. WARRANTY AND REPRESENTATIONS

1 Licensor Warranties

Nexus Intelligent Systems represents and warrants that:

- It possesses full legal right to license the Technology
- The Technology functions substantially as documented
- No pending litigation threatens Technology ownership
- All necessary third-party permissions have been secured

2 Limitation of Liability

Total aggregate liability shall not exceed the total fees paid under this Agreement, excluding cases of willful misconduct.

6. TERMINATION PROVISIONS

1 Termination Rights

Either party may terminate this Agreement for material breach after 30-day cure period, with Licensee forfeiting all usage rights and paying pro-rated penalties.

2 Post-Termination Obligations

Upon termination, Licensee must:

- Cease all Technology usage
- Return or certify destruction of Confidential Information
- Provide comprehensive audit documentation

7. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction residing in Santa Clara County Superior Court.

8. EXECUTION

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

[LICENSEE SIGNATURE BLOCK]