

INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT

Machine Learning Model Transfer Technique

PARTIES

This Intellectual Property Transfer and License 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 Technology Park Drive, San Jose, California 95134 ("Transferor")

AND

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

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. has developed a proprietary machine learning model transfer technique with unique algorithmic capabilities for predictive maintenance and industrial diagnostics;

WHEREAS, the Transferor desires to license and transfer certain intellectual property rights related to said machine learning model transfer technique;

WHEREAS, the Transferee wishes to acquire limited rights to utilize and implement the transferred technology;

1. DEFINITIONS

1 "Confidential Information" shall mean all technical, financial, and operational information disclosed pursuant to this Agreement, including but not limited to source code, algorithmic designs, and performance metrics.

2 "Transfer Technique" means the specific machine learning model transfer methodology developed by Transferor, which enables rapid adaptation of predictive models across diverse industrial environments.

3 "Derivative Works" shall include any modifications, enhancements, or extensions of the original Transfer Technique created by Transferee.

2. INTELLECTUAL PROPERTY TRANSFER

1 Limited License Grant

Transferor hereby grants Transferee a non-exclusive, worldwide license to utilize the Transfer Technique, subject to the following restrictions:

- a) The license is limited to internal research, development, and commercial implementation
- b) Transferee may not sublicense or transfer the technology without prior written consent
- c) All derivative works remain subject to Transferor's intellectual property rights

2 Ownership

Transferor retains all underlying intellectual property rights, patents, and associated trade secrets related to the Transfer Technique.

3. TECHNICAL SPECIFICATIONS

1 Model Characteristics

The transferred machine learning model transfer technique includes:

- Adaptive algorithmic architecture
- Cross-domain model translation capabilities
- Predictive maintenance optimization framework
- Scalable implementation protocol

2 Performance Warranties

Transferor warrants that the Transfer Technique:

- Demonstrates minimum 85% accuracy across industrial diagnostic scenarios
- Supports multi-domain model adaptation
- Complies with current industry machine learning standards

4. FINANCIAL TERMS

1 Licensing Fee

Transferee shall pay a one-time licensing fee of \$475,000, payable within 30 days of execution.

2 Ongoing Royalties

Transferee shall pay quarterly royalties of 3% of net revenue derived from implementations utilizing the Transfer Technique.

5. CONFIDENTIALITY

1 Transferee agrees to maintain strict confidentiality regarding the Transfer Technique, implementing industry-standard protection protocols.

2 Unauthorized disclosure shall result in immediate termination of the license and potential legal damages.

6. WARRANTY AND INDEMNIFICATION

1 Transferor provides a limited warranty of technical performance for 12 months from transfer date.

2 Transferee assumes all risks associated with implementation and adaptation of the Transfer Technique.

7. TERMINATION

1 This Agreement may be terminated:

- By mutual written consent
- Upon material breach by either party
- If Transferee fails to make required payments

8. GOVERNING LAW

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

SIGNATURE BLOCK

EXECUTED as of the date first written above:

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[COUNTERPARTY SIGNATURE]

By:

[Authorized Representative]

[Title]