

TECHNOLOGY TRANSFER AGREEMENT

PREAMBLE

This Technology Transfer Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

TRANSFEROR: Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Innovation Plaza, San Francisco, CA 94105 ("Nexus")

and

TRANSFeree: [Counterparty Name] ("Transferee")

1. DEFINITIONS

1 "Transferred Technology" shall mean all proprietary artificial intelligence algorithms, machine learning models, predictive maintenance software, and associated intellectual property developed by Nexus between 2018-2024, specifically including:

- Predictive Maintenance Diagnostic Framework v3.2
- Industrial Machine Learning Inference Engine
- Enterprise AI Integration Protocols
- Associated source code, documentation, and implementation guides

2 "Confidential Information" means all technical, financial, and operational information disclosed during the technology transfer process, whether in written, electronic, or oral form.

2. TECHNOLOGY TRANSFER SCOPE

1 Technology Transfer Components

Nexus shall transfer the following specific technological assets:

- Complete source code repositories
- Comprehensive technical documentation
- Training materials and implementation guides
- Perpetual, non-exclusive license to core AI algorithms

- e) Knowledge transfer sessions with senior technical personnel

2 Transfer Limitations

The transferred technology shall be subject to the following restrictions:

- a) Non-assignable without prior written consent
- b) Limited to specified industrial application domains
- c) Prohibited from reverse engineering core algorithmic components

3. INTELLECTUAL PROPERTY RIGHTS

1 Ownership

Nexus retains all underlying intellectual property rights, granting Transferee a limited license for specified use cases.

2 Patent and Copyright Representations

Nexus represents and warrants that:

- a) It possesses full legal rights to transfer the specified technologies
- b) No pending litigation exists challenging its intellectual property claims
- c) All necessary registrations and protections are currently in effect

4. FINANCIAL CONSIDERATIONS

1 Technology Transfer Fee

The total technology transfer fee shall be \$1,750,000, payable as follows:

- a) \$875,000 upon execution of this Agreement
- b) \$875,000 upon successful technology integration verification

2 Payment Terms

Payments shall be made via wire transfer to Nexus' designated financial institution within 10 business days of specified milestones.

5. CONFIDENTIALITY AND NON-DISCLOSURE

1 Confidentiality Obligations

Both parties agree to:

- a) Maintain strict confidentiality of transferred information
- b) Implement robust security protocols
- c) Limit access to authorized personnel only
- d) Preserve confidentiality for a period of seven (7) years post-transfer

6. WARRANTY AND INDEMNIFICATION

1 Technology Warranty

Nexus warrants that:

- a) Transferred technology functions as documented
- b) No known material defects exist
- c) Technology meets industry-standard performance metrics

2 Limitation of Liability

Total liability shall not exceed the total technology transfer fee, excluding cases of willful misconduct.

7. TERMINATION

1 Termination Conditions

This Agreement may be terminated:

- a) By mutual written consent
- b) In event of material breach with 30-day cure period
- c) If transfer milestones are not achieved within specified timelines

8. GOVERNING LAW

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

9. SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

TRANSFeree:

By:

[Authorized Signatory]

[Title]