

INDUSTRIAL ASSET LIFECYCLE MANAGEMENT SYSTEM

PROPRIETARY TECHNOLOGY ASSET TRANSFER AND LICENSE AGREEMENT

PARTIES

This Industrial Asset Lifecycle Management System Technology Transfer and License Agreement (the "Agreement") is executed on January 22, 2024, by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Technology Park Drive, Austin, Texas 78758 ("Transferor")

AND

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

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. has developed a proprietary Industrial Asset Lifecycle Management System (the "Technology") utilizing advanced machine learning algorithms and predictive analytics capabilities;

WHEREAS, the Technology represents a comprehensive digital transformation solution for enterprise-level predictive maintenance and operational intelligence;

WHEREAS, Transferor desires to license certain rights to the Technology to Licensee under specific terms and conditions;

1. DEFINITIONS

1 "Intellectual Property" shall mean all patents, trade secrets, copyrights, and proprietary algorithms associated with the Industrial Asset Lifecycle Management System.

2 "Licensed Technology" refers specifically to the software platform, associated machine learning models, diagnostic algorithms, and implementation documentation developed by Transferor.

3 "Confidential Information" includes all technical specifications, performance metrics, source code, and derivative works related to the Technology.

2. TECHNOLOGY TRANSFER PROVISIONS

1 License Grant

Transferor hereby grants Licensee a non-exclusive, worldwide license to utilize the Licensed Technology subject to the following restrictions:

- a) Usage limited to internal enterprise applications
- b) Prohibition on reverse engineering or source code extraction
- c) Mandatory maintenance of confidentiality protocols
- d) Restricted sublicensing capabilities

2 Technology Delivery

Transferor shall provide:

- Complete software platform package
- Implementation documentation
- API integration specifications
- Initial configuration templates
- 90-day technical support package

3. FINANCIAL TERMS

1 Licensing Fees

- Initial License Fee: \$475,000
- Annual Maintenance and Support: \$85,000
- Technology Transfer Implementation Fee: \$62,500

2 Payment Schedule

- 50% upon execution of Agreement
- 25% upon successful initial system configuration
- 25% upon completion of knowledge transfer protocols

4. REPRESENTATIONS AND WARRANTIES

1 Transferor warrants that:

- Technology is free from known material defects
- All intellectual property rights are validly owned

- No pending litigation challenges technology ownership
- Platform meets current industry security standards

2 Limitations of Warranty

- No guarantee of specific performance outcomes
- Limited warranty period of 12 months from delivery date
- Exclusive remedy limited to technology replacement

5. CONFIDENTIALITY AND PROTECTION

1 Confidentiality Obligations

Both parties agree to:

- Maintain strict confidentiality of proprietary information
- Implement robust security protocols
- Restrict access to authorized personnel
- Provide written documentation of security measures

2 Data Protection

Licensee shall:

- Encrypt all transferred technology assets
- Maintain comprehensive access logs
- Implement multi-factor authentication
- Conduct quarterly security audits

6. TERMINATION PROVISIONS

1 Termination Rights

- Material breach of agreement
- Failure to maintain payment obligations
- Unauthorized technology redistribution
- Bankruptcy or insolvency events

2 Post-Termination Obligations

- Immediate cessation of technology usage
- Complete deletion of licensed materials

- Certification of destruction by independent auditor

7. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Delaware, with exclusive jurisdiction residing in Travis County, Texas.

SIGNATURE BLOCK

EXECUTED BY AUTHORIZED REPRESENTATIVES:

Nexus Intelligent Systems, Inc.

By: Dr. Elena Rodriguez, CEO

Date: January 22, 2024

[LICENSEE SIGNATURE]

By: [AUTHORIZED REPRESENTATIVE]

Date: [EXECUTION DATE]