NEXUS

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TECHNOLOGY, INTELLECTUAL PROPERTY & ARTIFICIAL INTELLIGENCE SCHEDULE.

EXHIBIT A · MSA SCHEDULE

DOC NO.	VERSION	CLASSIFICATION
NXS-LEGAL-IPAI	2.0 · 2026	Confidential

This Technology, Intellectual Property & Artificial Intelligence Schedule ("Technology Schedule") is incorporated into the Master Services Agreement ("MSA") and any applicable Statement of Work ("SOW") between Nexus Industrial Group, LLC ("Nexus") and Client when referenced by the SOW.

01 PURPOSE

SECTION

Nexus develops reusable technology, methods, integrations, workflows, architecture, AI systems, and know-how intended to support multiple customer engagements. This Schedule separates Client-owned project results from Nexus-owned reusable technology so the Client receives the solution it purchased without unintentionally acquiring the underlying Nexus platform.

PLAIN-ENGLISH RULE

The Client owns paid-for work created specifically for the Client. Nexus owns reusable technology, tools, methods, architecture, and generalized know-how. Client Confidential Information and Client Data remain protected.

02 CLIENT-OWNED INTELLECTUAL PROPERTY

SECTION

- Project-specific source code expressly identified as a Deliverable.
- Project-specific business logic and Client-specific workflows.
- Client-specific user interfaces, branding, content, and documentation prepared specifically for Client.
- Client Materials, Client Data, customer records, transaction records, consent records, and analytics derived solely from Client operations.

- Client-created prompt libraries, business rules, knowledge bases, and other Client-specific AI assets, subject to third-party provider rights and full payment.

03 SECTION — NEXUS TECHNOLOGY

Nexus retains exclusive ownership of Nexus Technology, including the following whether created before, during, or after a Client engagement:

- Frameworks, libraries, APIs, SDK wrappers, middleware, integration layers, utilities, infrastructure templates, deployment systems, and development tools.
- Development, design, testing, quality, automation, DevOps, and deployment methodologies.
- Architectural patterns, workflow engines, marketplace engines, communications frameworks, audit systems, document-generation systems, identity-management systems, and generalized platform components.
- AI orchestration systems, agent frameworks, RAG architectures, prompt-engineering methodologies, evaluation systems, model-management systems, monitoring systems, governance methods, and reusable AI workflows.
- Generalized improvements, modifications, enhancements, updates, and derivative works of Nexus Technology.

04 SECTION — PLATFORM AND REUSE RIGHTS

Nexus may develop similar or competing products and services and may reuse generalized architecture, concepts, workflows, integrations, automation systems, marketplace technology, AI systems, methods, and know-how. Nexus will not disclose Client Confidential Information, Client Data, Client trade secrets, Client branding, or proprietary Client business information in doing so.

Nothing grants Nexus the right to commercialize Client-specific source code, Client-specific business rules, or Client-specific confidential content as a standalone product for another customer.

05 SECTION — RESIDUAL KNOWLEDGE

Nexus may use general knowledge, experience, skills, techniques, methods, ideas, concepts, and know-how retained in the unaided memory of personnel who performed the Services, provided this does not permit disclosure of Client Confidential Information or copying of Client-owned source code or Client-specific proprietary materials.

06 SECTION

LICENSE TO EMBEDDED NEXUS TECHNOLOGY

If Nexus Technology is incorporated into a paid Deliverable and reasonably necessary for Client to use the Deliverable, Nexus grants Client a perpetual, worldwide, royalty-free, non-exclusive license to use that Nexus Technology solely as incorporated into the delivered solution. Client may allow its affiliates and service providers to exercise this license solely for Client's benefit, subject to confidentiality obligations.

Client may not sell, license, extract, or commercialize Nexus Technology as a standalone product, or reverse engineer Nexus Technology for the purpose of creating a competing standalone commercial product, except to the extent such restriction is prohibited by law.

07 SECTION

OPEN-SOURCE AND THIRD-PARTY COMPONENTS

Open-source and third-party components remain governed by their applicable licenses and provider terms. Nexus will not knowingly include open-source software that requires disclosure of Client proprietary source code solely because of the Deliverable unless Client approves the use in writing. Third-party model, API, and SDK rights are not transferred by Nexus.

08 SECTION

ARTIFICIAL INTELLIGENCE

8.1 CLIENT AI ASSETS

Subject to full payment and third-party provider rights, Client owns Client-provided prompts, Client-created prompt libraries, Client datasets, Client-specific knowledge bases, Client-specific workflows, Client clause libraries, Client-created business rules, and Client-specific outputs generated for Client.

8.2 NEXUS AI ASSETS

Nexus retains ownership of generalized prompt-engineering methods, AI orchestration systems, agent architectures, model-integration frameworks, evaluation systems, deployment frameworks, monitoring systems, governance methods, reusable AI workflows, generalized connectors, and other Nexus Technology used to produce or operate the Client solution.

8.3 CLIENT DATA AND MODEL TRAINING

Nexus will not knowingly use Client Confidential Information or Client Data to train or improve a generalized Nexus model, generalized dataset, or generalized third-party model for unrelated customers without Client's written authorization. This does not prohibit Nexus from improving generalized tooling, code, orchestration, evaluations,

prompts, methods, or architecture using non-Client-specific learnings and de-identified operational observations that do not reveal Client Confidential Information or Client Data.

8.4 THIRD-PARTY AI PROVIDERS

Projects may use third-party AI providers such as OpenAI, Anthropic, Google, Microsoft, Amazon, or others. Provider availability, pricing, output rights, retention, training practices, and other terms are controlled by the provider. Nexus will use the account and data-handling configuration identified in the SOW or Security Schedule but does not guarantee future provider terms or availability.

8.5 AI OUTPUT LIMITATIONS

AI output may be inaccurate, incomplete, inconsistent, non-unique, or unsuitable for a particular purpose. Nexus does not warrant that AI output is protectable intellectual property or free of third-party rights. Client is responsible for appropriate human review before material reliance or external publication.

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SECTION

MARKETPLACE, TRANSACTION, AND IDENTITY TECHNOLOGY

For marketplace, booking, directory, payment, identity, KYC, authentication, or consent projects, Client owns Client branding, Client relationships, Client records, Client content, Client-specific business rules, identity records, verification records, and consent records. Nexus retains generalized transaction, payout, booking, communications, verification, SDK-wrapper, authentication, audit, and identity-management frameworks that constitute Nexus Technology.

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SECTION

SOURCE CODE AND HANDOFF

After full payment and project completion or other agreed transition, Nexus will deliver Client-owned project-specific source code, build or deployment instructions reasonably necessary to operate the Deliverable, and project documentation identified in the SOW. Nexus is not required to deliver internal or shared repositories, unrelated source code, proprietary deployment systems, internal development tools, reusable frameworks, credentials belonging to Nexus, or other Nexus Technology except as expressly licensed.

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SECTION

CLIENT MODIFICATION AND INDEPENDENT MAINTENANCE

Client may modify and maintain Client-owned Deliverables directly or through third-party service providers. Nexus is not responsible for defects, security issues, incompatibilities, or support requirements caused by modifications made outside

Nexus control. Such modifications do not transfer ownership of embedded Nexus Technology.

12 SECTION — NO IMPLIED TRANSFER; NO EXCLUSIVITY

No ownership right transfers except as expressly stated. Unless an SOW expressly grants exclusivity, the engagement is non-exclusive and Nexus may serve other customers, including customers in similar industries, subject to confidentiality obligations.

13 SECTION — CHAIN OF TITLE

Nexus will maintain agreements with employees, contractors, and subcontractors reasonably designed to ensure Nexus has sufficient rights to provide the ownership interests and licenses expressly granted under the MSA, SOW, and this Schedule.

14 SECTION — SURVIVAL

Ownership, license, confidentiality, reuse, source-code, and AI provisions survive termination or completion to the extent necessary to give effect to the Parties' rights.