SERIES B PREFERRED STOCK PURCHASE AGREEMENT

PREAMBLE

THIS SERIES B PREFERRED STOCK PURCHASE AGREEMENT (the "Agreement") is entered into as of January 22, 2024, by and among:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with its principal place of business at 1200 Technology Park Drive, San Jose, California 95134 (the "Company")

AND

QUANTUM VENTURES PARTNERS, LP, a Delaware limited partnership with offices at 2500 Sand Hill Road, Menlo Park, California 94025 (the "Investor")

RECITALS

WHEREAS, the Company is engaged in the business of providing enterprise AI services and predictive analytics solutions;

WHEREAS, the Company seeks to raise capital to fund continued product development, market expansion, and strategic initiatives;

WHEREAS, the Investor desires to purchase shares of the Company's Series B Preferred Stock on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I: DEFINITIONS

1 "Preferred Stock" shall mean the Series B Preferred Stock of the Company, par value $0.0001 per share, with the rights, preferences, and privileges set forth in the Company's amended certificate of incorporation.

2 "Purchase Price" shall mean $12.75 per share of Preferred Stock.

3 "Closing" shall mean the transaction contemplated by this Agreement, to be completed on or before February 15, 2024.

ARTICLE II: PURCHASE AND SALE

1 **Purchase of Shares**

The Company shall sell, and the Investor shall purchase, 1,176,470 shares of Series B Preferred Stock for an aggregate purchase price of $15,000,000.

2 **Closing Conditions**

The obligations of the Investor to consummate the purchase are subject to the following conditions:

(a) Delivery of updated capitalization table

(b) Execution of amended investor rights agreement

(c) Satisfactory completion of legal and financial due diligence

(d) No material adverse change in the Company's financial condition

ARTICLE III: REPRESENTATIONS AND WARRANTIES

1 **Company Representations**

The Company represents and warrants that:

(a) It is a validly existing corporation under Delaware law

(b) It has full corporate power and authority to execute this Agreement

(c) The proposed stock issuance does not conflict with existing agreements

(d) All financial statements provided are accurate and prepared in accordance with GAAP

2 **Investor Representations**

The Investor represents and warrants that:

(a) It is an accredited investor

(b) It has sufficient knowledge and experience in financial and business matters

(c) It is purchasing the shares for investment purposes, not for distribution

ARTICLE IV: INVESTOR RIGHTS

1 **Voting Rights**

Each share of Preferred Stock shall be entitled to vote on an as-converted basis.

2 **Liquidation Preference**

In the event of any liquidation, dissolution, or winding up of the Company, holders of Preferred Stock shall be entitled to receive $12.75 per share before any distribution to common stockholders.

3 **Anti-Dilution Protection**

The Investor shall receive standard weighted average anti-dilution protection.

ARTICLE V: COVENANTS

1 **Information Rights**

The Company shall provide quarterly financial statements and annual audited financial reports to the Investor.

2 **Participation Rights**

The Investor shall have pro-rata participation rights in future financing rounds.

ARTICLE VI: MISCELLANEOUS

1 **Governing Law**

This Agreement shall be governed by the laws of the State of Delaware.

2 **Confidentiality**

Both parties agree to maintain strict confidentiality regarding the terms of this Agreement.

3 **Entire Agreement**

This Agreement constitutes the entire understanding between the parties.

SIGNATURES

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

QUANTUM VENTURES PARTNERS, LP

By:

Michael Greenfield

Managing Partner

[Signature Page Follows]