INTELLECTUAL PROPERTY ASSIGNMENT AND FRAMEWORK AGREEMENT

PREAMBLE

This Intellectual Property Assignment and Framework 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, San Jose, California 95134 (hereinafter "Assignor"), with respect to the Quantum-Enhanced Machine Learning Framework (the "Intellectual Property").

1. DEFINITIONS

1 "Intellectual Property" shall mean the proprietary quantum-enhanced machine learning algorithms, software frameworks, predictive modeling techniques, and associated technical documentation developed by Assignor, specifically relating to advanced predictive maintenance and enterprise AI diagnostic tools.

2 "Confidential Information" shall include all technical specifications, source code, algorithmic designs, performance metrics, and strategic implementation methodologies associated with the Intellectual Property.

3 "Effective Date" means the date first written above, representing the formal transfer and assignment of all rights, titles, and interests in the Intellectual Property.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment

Assignor hereby irrevocably and unconditionally assigns, transfers, and conveys to the assignee all right, title, and interest in and to the Intellectual Property, including but not limited to:

a) All patent rights and patent applications

b) Copyrightable works and derivative works

c) Trade secrets and confidential technical information

d) Source code and algorithmic implementations

e) Research and development documentation

f) Performance data and validation metrics

2 Scope of Rights

The assignment includes worldwide rights to:

- Reproduce the Intellectual Property

- Modify and create derivative works

- Distribute and commercialize

- License to third parties

- Enforce intellectual property protections

3. REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

a) It possesses full legal right to assign the Intellectual Property

b) No prior agreements restrict this assignment

c) The Intellectual Property is original and created by Assignor's employees

d) There are no pending claims or potential litigation regarding the Intellectual Property

e) All necessary approvals have been obtained

2 Assignor confirms that the Quantum-Enhanced Machine Learning Framework:

- Represents a unique technological advancement in predictive analytics

- Incorporates proprietary quantum computing integration techniques

- Demonstrates measurable performance improvements over existing solutions

4. LIMITATIONS AND INDEMNIFICATION

1 Assignor shall indemnify and hold harmless the assignee against any claims, damages, or legal actions arising from:

- Intellectual property infringement

- Breach of existing licensing agreements

- Misrepresentation of technological capabilities

2 The total indemnification liability shall not exceed the fair market value of the Intellectual Property, estimated at $3,750,000 based on independent valuation.

5. MISCELLANEOUS PROVISIONS

1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

2 Entire Agreement

This document constitutes the complete and exclusive statement of the agreement between the parties, superseding all prior negotiations and representations.

3 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment and Framework Agreement as of the Effective Date.

ASSIGNOR SIGNATURE

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

ASSIGNEE SIGNATURE

[Assignee Signature Block]

Witness:

Date: