INTELLECTUAL PROPERTY OWNERSHIP AND PROTECTION AGREEMENT

THIS INTELLECTUAL PROPERTY OWNERSHIP AND PROTECTION AGREEMENT (this "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between NEXUS INDUSTRIAL INTELLIGENCE, INC., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Suite 400, Wilmington, Delaware 19801 ("Company").

1.0 RECITALS

WHEREAS, Company has developed proprietary artificial intelligence and machine learning technologies, including computer vision systems, predictive analytics algorithms, and edge computing solutions for industrial process optimization (collectively, the "Technology");

WHEREAS, Company's Technology is embodied in its NexusCore™ Industrial AI Platform and related software products;

WHEREAS, Company desires to establish and document the ownership, protection, and permitted uses of its intellectual property rights in the Technology;

NOW, THEREFORE, Company hereby declares and establishes the following terms and conditions regarding its intellectual property:

2.0 DEFINITIONS AND INTERPRETATION

2.1 "Artificial Intelligence Technology" means any and all machine learning algorithms, neural networks, deep learning models, and related artificial intelligence systems developed by or for Company, including but not limited to: (a) supervised and unsupervised learning systems; (b) reinforcement learning algorithms; (c) predictive modeling frameworks; (d) natural language processing components; (e) automated decision-making systems.

2.2 "Computer Vision System" means Company's proprietary computer vision technology for industrial process monitoring, quality control, and automated inspection, encompassing: (a) image recognition and classification systems; (b) object detection and tracking capabilities; (c) defect detection algorithms; (d) dimensional measurement tools; (e) real-time video analytics.

2.3 "Edge Computing Solutions" means Company's software and systems designed to process data at or near the source of data generation in industrial environments, including: (a)

distributed processing units; (b) local data storage systems; (c) edge-optimized algorithms; (d) real-time processing capabilities; (e) network optimization protocols.

2.4 "Intellectual Property Rights" means all rights in and to: (a) patents, patent applications, and patent rights; (b) trademarks, trademark applications, trade names, and service marks; (c) copyrights, copyright registrations, and copyright applications; (d) trade secrets and confidential information; (e) software, source code, and object code; (f) data rights and database rights; (g) industrial designs and design rights; (h) all other intellectual property rights worldwide.

2.5 "NexusCore™ Platform" means Company's flagship software platform that integrates the Technology components to enable intelligent industrial automation and operational excellence, including: (a) core processing engine; (b) user interface components; (c) data integration modules; (d) analytics dashboard; (e) API interfaces and connectors.

2.6 "Proprietary Information" means all non-public information relating to the Technology, including but not limited to: (a) algorithms and mathematical models; (b) software architecture and code; (c) training data and datasets; (d) technical specifications and documentation; (e) research and development information; (f) customer implementation data.

2.7 "Technology Stack" means the complete set of software components, hardware interfaces, and technological infrastructure that comprises the Company's solution, including: (a) front-end applications; (b) middleware components; (c) database systems; (d) processing engines; (e) security frameworks.

2.8 For the purposes of interpretation: (a) words importing the singular include the plural and vice versa; (b) references to sections, clauses, and schedules are to those contained within this Agreement; (c) headings are for convenience only and do not affect interpretation; (d) "including" and similar expressions are not words of limitation; (e) technical terms have the meaning commonly understood in the artificial intelligence and industrial automation industry.

3.0 INTELLECTUAL PROPERTY OWNERSHIP

3.1 Company Ownership. Company owns and shall retain all right, title, and interest in and to: (a) All pre-existing Technology and Intellectual Property Rights therein, including but not limited to patents, copyrights, trade secrets, trademarks, industrial designs, and database rights; (b) All improvements, modifications, and derivative works of the Technology, whether developed independently or collaboratively; (c) All newly developed Technology components and features, including algorithms, source code, object code, APIs, user interfaces, and documentation; (d) All Proprietary Information related to the Technology, including technical specifications, development methodologies, and implementation strategies; (e) All machine learning models, training data, and artificial intelligence components developed using

Company resources or infrastructure; (f) Any and all industrial processes, optimization methods, and operational procedures derived from or related to the Technology.

3.2 Employee and Contractor Contributions (a) All Technology developed by Company employees within the scope of their employment shall be deemed "works made for hire" and owned exclusively by Company, regardless of the time or location of creation; (b) All contractors and consultants must execute written agreements assigning all Technology-related Intellectual Property Rights to Company prior to commencing work; (c) No employee or contractor shall retain any ownership rights in contributions to the Technology, including improvements, modifications, or derivative works; (d) Employees and contractors shall promptly disclose all inventions, discoveries, and improvements related to the Technology; (e) Company shall have the exclusive right to file patent applications and other intellectual property registrations for any employee or contractor contributions; (f) Employees and contractors shall provide reasonable assistance in securing and defending Company's intellectual property rights, including executing necessary documents and providing testimony.

3.3 Third-Party Components (a) Company shall maintain detailed records of all third-party software and technology incorporated into the Technology, including version numbers, license terms, and usage restrictions; (b) Use of third-party components shall be pursuant to valid licenses with appropriate rights for Company's intended use, including modification, distribution, and sublicensing rights where necessary; (c) Company shall comply with all third-party license terms and attribution requirements, maintaining documentation of compliance measures; (d) Prior to incorporation, all third-party components shall undergo legal review to assess compatibility with Company's intellectual property strategy; (e) Company shall maintain an inventory of all third-party license obligations and associated compliance requirements; (f) Regular audits shall be conducted to ensure ongoing compliance with third-party license terms.

3.4 Open Source Software (a) Use of open source software shall be reviewed and approved in advance by both technical and legal teams; (b) Company shall maintain compliance with all applicable open source licenses, including copyleft and permissive licenses; (c) Open source components shall be segregated to avoid contamination of proprietary code, with clear documentation of boundaries and interfaces; (d) A comprehensive open source usage policy shall be maintained and regularly updated; (e) All developers shall receive training on open source compliance requirements and best practices; (f) Company shall maintain records of all open source components, including license types, versions, and modification history.

3.5 Intellectual Property Protection (a) Company shall implement reasonable measures to protect its intellectual property rights, including: (i) Confidentiality agreements with all parties having access to proprietary information; (ii) Technical measures to prevent unauthorized access or copying; (iii) Regular intellectual property audits and assessments; (b) Company shall actively monitor for potential infringement of its intellectual property rights; (c) Company shall maintain appropriate intellectual property insurance coverage; (d) Company

shall establish and maintain a process for identifying and protecting new intellectual property assets.

3.6 License Grants and Restrictions (a) Any licenses granted by Company to third parties shall be in writing and clearly specify: (i) Scope of licensed rights; (ii) Territory and duration; (iii) Payment terms and reporting requirements; (iv) Termination conditions; (b) Company shall maintain records of all outbound licenses and monitor licensee compliance; (c) No implied licenses shall be granted through course of dealing or conduct.

4.0 IP PROTECTION AND CONFIDENTIALITY

4.1 Trade Secret Protection (a) Company shall maintain reasonable measures to protect trade secrets, including: (i) Restricted access controls with multi-factor authentication (ii) Comprehensive confidentiality agreements with specific enforcement provisions (iii) Industry-standard security protocols and encryption methods (iv) Mandatory employee training on trade secret protection protocols (v) Regular security audits and compliance assessments (vi) Digital rights management systems for sensitive documents (b) Access to Proprietary Information shall be limited to authorized personnel with a need to know, subject to: (i) Written authorization from designated Company officers (ii) Documented access logs and periodic review (iii) Immediate revocation upon role change or termination (c) Physical security measures shall include: (i) Secure storage facilities with controlled access (ii) Surveillance systems and security personnel (iii) Clean desk policies and secure disposal procedures

4.2 Patent Protection (a) Company shall pursue patent protection for novel and non-obvious aspects of the Technology, including: (i) AI/ML algorithms and methodologies (ii) Industrial process improvements (iii) Hardware configurations and designs (b) Employees shall promptly disclose potentially patentable inventions to Company through: (i) Formal invention disclosure forms (ii) Regular innovation review meetings (iii) Documentation of conception and development (c) Company shall maintain records of conception and reduction to practice of inventions, including: (i) Laboratory notebooks and development logs (ii) Test results and prototypes (iii) Communications regarding inventions (d) Patent committee shall review and evaluate invention disclosures for: (i) Patentability assessment (ii) Commercial value analysis (iii) Strategic protection decisions

4.3 Copyright Protection (a) Company shall place appropriate copyright notices on all Technology materials, including: (i) Software code and documentation (ii) Training materials and manuals (iii) Marketing and technical publications (b) Company shall register copyrights for key components: (i) Source code and object code (ii) User interfaces and graphics (iii) Technical documentation and specifications (c) Company shall maintain records of: (i) Authorship and creation dates (ii) Work-for-hire agreements (iii) Copyright assignments and licenses

4.4 Confidentiality Obligations (a) Recipients of Proprietary Information shall: (i) Maintain strict confidentiality using approved security measures (ii) Use information solely for authorized business purposes (iii) Prevent unauthorized disclosure or access (iv) Return or destroy materials upon request or termination (v) Report any suspected breaches immediately (b) Confidentiality obligations shall: (i) Survive termination of employment or engagement (ii) Extend to all forms of information transfer (iii) Include specific non-disclosure periods (c) Exceptions to confidentiality requirements: (i) Information in public domain through no fault of recipient (ii) Information properly received from third parties (iii) Information required by law to be disclosed (d) Breach of confidentiality shall result in: (i) Immediate disciplinary action (ii) Potential legal proceedings (iii) Claims for damages and injunctive relief

4.5 Monitoring and Enforcement (a) Company shall implement monitoring systems to detect: (i) Unauthorized access attempts (ii) Unusual data transfer patterns (iii) Security policy violations (b) Regular compliance audits shall be conducted to: (i) Verify protection measures (ii) Update security protocols (iii) Ensure ongoing effectiveness

5.0 LICENSE GRANTS AND RESTRICTIONS

5.1 Internal Use License (a) Company grants employees and contractors a limited, non-exclusive, non-transferable license to use the Technology solely for Company business purposes. (b) Internal use rights terminate immediately upon cessation of employment or engagement with Company. (c) Authorized users must maintain strict confidentiality and implement security measures prescribed by Company. (d) Access credentials are personal, non-transferable, and must be safeguarded against unauthorized use.

5.2 Customer License Restrictions (a) Customer use of the Technology shall be governed exclusively by separate license agreements executed between Company and Customer. (b) Customers shall have no rights to modify, adapt, translate, or create derivative works from the Technology. (c) Reverse engineering, decompilation, disassembly, or attempts to derive source code are strictly prohibited. (d) Customers may not sublicense, rent, lease, loan, or transfer their rights to any third party. (e) All copies, modifications, or portions of the Technology must retain original proprietary notices.

5.3 Geographic Restrictions (a) Use of the Technology is limited to authorized territories as specified in applicable license agreements. (b) Export compliance measures shall be maintained in accordance with applicable laws and regulations. (c) Users shall not access or transfer the Technology to restricted jurisdictions. (d) Company reserves the right to implement geofencing and location-verification mechanisms. (e) Users must obtain written authorization for cross-border deployments.

5.4 Field of Use Restrictions (a) The Technology shall be used exclusively for authorized industrial applications as defined in license agreements. (b) Use in unauthorized industries, applications, or use cases is strictly prohibited. (c) Permitted applications include

manufacturing process optimization, quality control systems, and industrial automation. (d) Prohibited applications include military, nuclear, aerospace, and life-critical systems without explicit authorization.

5.5 Technical Implementation Restrictions (a) The Technology must be implemented according to Company's technical specifications and security requirements. (b) Users shall maintain minimum system requirements and compatible software versions. (c) Integration with third-party systems requires prior written approval. (d) Regular security audits and compliance checks must be performed.

5.6 Monitoring and Enforcement (a) Company reserves the right to monitor compliance with license terms through automated means. (b) Users shall maintain accurate records of Technology deployment and usage. (c) Company may conduct periodic audits with reasonable notice. (d) Users must promptly report any unauthorized access or security breaches.

5.7 License Modifications (a) Company may modify license terms upon thirty (30) days written notice. (b) Users must comply with updated terms or terminate use of the Technology. (c) License modifications shall not retroactively affect paid license periods. (d) Emergency security-related modifications may be implemented immediately.

5.8 Termination Effects (a) Upon license termination, all use of the Technology must cease immediately. (b) Users shall destroy all copies and certify compliance in writing. (c) Confidentiality obligations survive termination indefinitely. (d) Company may require proof of Technology removal from all systems.