

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF NEXUS INDUSTRIAL INTELLIGENCE, INC.

1.0 PREAMBLE AND RECITALS

WHEREAS, Nexus Industrial Intelligence, Inc., a Delaware corporation (the "Corporation"), was originally incorporated under the Delaware General Corporation Law (the "DGCL") on March 15, 2018, under file number 6789432, with its registered agent being Corporation Service Company at 251 Little Falls Drive, Wilmington, Delaware 19808; and

WHEREAS, the Corporation maintains its principal place of business at 2500 Innovation Drive, Suite 400, Wilmington, Delaware 19801, and conducts operations in multiple jurisdictions through its wholly-owned subsidiaries and affiliated entities; and

WHEREAS, the Corporation was initially established to develop, implement, and commercialize advanced industrial automation systems and artificial intelligence solutions for manufacturing optimization, as evidenced by its original Certificate of Incorporation; and

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined it to be in the best interests of the Corporation and its stockholders to amend and restate the Certificate of Incorporation to facilitate future growth opportunities and enhance corporate governance structures; and

WHEREAS, this Amended and Restated Certificate of Incorporation has been duly approved by the Board through unanimous written consent dated January 15, 2024, and subsequently ratified by the holders of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding voting stock of the Corporation in accordance with Sections 242 and 245 of the DGCL; and

WHEREAS, all necessary filings, notices, and regulatory compliance measures have been properly executed in connection with this amendment and restatement.

NOW, THEREFORE, the Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety as follows:

2.0 DEFINITIONS AND INTERPRETATION

2.1 Defined Terms. For purposes of this Certificate of Incorporation, the following terms shall have the meanings specified:

(a) "AI Technology Stack" means the Corporation's proprietary artificial intelligence and machine learning technologies, including but not limited to computer vision algorithms, predictive analytics engines, and machine learning models that form the core of the NexusCore™ Platform. This includes all associated training data, model architectures, neural network configurations, inference engines, and optimization algorithms developed by the Corporation.

(b) "Confidential Information" means all non-public information, technical data, trade secrets, and know-how, including research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, algorithms, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. This encompasses all information that derives independent economic value from not being generally known and is subject to reasonable efforts to maintain its secrecy.

(c) "Industrial Control Systems" means the hardware and software systems used to monitor and control industrial processes, including programmable logic controllers (PLCs), supervisory control and data acquisition (SCADA) systems, and distributed control systems (DCS). This includes all associated sensors, actuators, communication protocols, human-machine interfaces, and process control networks implemented within manufacturing environments.

(d) "Intellectual Property Rights" means all patents, patent applications, copyrights, trademarks, trade secrets, and other intellectual property rights owned or controlled by the Corporation, including: (i) All inventions, discoveries, improvements, and innovations; (ii) Software source code, object code, and documentation; (iii) Registered and unregistered trademarks, service marks, and trade names; (iv) Industrial designs, mask works, and integrated circuit topographies; (v) Database rights and rights in compilations of data; (vi) All registrations, applications, renewals, extensions, and continuations thereof.

(e) "NexusCore™ Platform" means the Corporation's enterprise-grade software suite that combines computer vision, machine learning-driven predictive analytics, and process optimization algorithms with specialized modules for different manufacturing verticals, including: (i) Quality inspection and defect detection systems; (ii) Predictive maintenance and asset health monitoring; (iii) Production optimization and scheduling modules; (iv) Supply chain analytics and inventory management; (v) Energy efficiency and sustainability tracking components.

(f) "Manufacturing Data" means all data collected, processed, or generated through the use of the NexusCore™ Platform, including raw sensor data, processed analytics, performance metrics, and derived insights.

(g) "Platform Services" means any cloud-based or on-premises services provided by the Corporation in connection with the NexusCore™ Platform, including hosting, maintenance, support, training, and consulting services.

2.2 Interpretation. In this Certificate of Incorporation:

- (a) Words importing the singular include the plural and vice versa.
- (b) References to Sections are to sections of this Certificate of Incorporation.
- (c) Headings are for convenience only and do not affect interpretation.
- (d) The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."
- (e) Unless the context clearly requires otherwise: (i) References to any gender include all genders; (ii) "Or" is not exclusive and "and" is not conjunctive; (iii) References to "written" or "in writing" include electronic communications; (iv) References to any law include all rules and regulations promulgated thereunder; (v) References to time periods in days mean calendar days unless business days are specified; (vi) References to currency mean United States dollars unless otherwise specified.
- (f) Technical terms not otherwise defined shall have the meanings commonly ascribed to them in the artificial intelligence and industrial automation industries.
- (g) In the event of any conflict between the terms defined herein and any other agreement to which the Corporation is a party, the definitions in this Certificate of Incorporation shall prevail unless explicitly stated otherwise in such agreement.

3.0 CORPORATE ORGANIZATION

3.1 Capital Structure

- (a) Authorized Shares. The total number of shares of stock that the Corporation shall have authority to issue is 50,000,000, consisting of: (i) 35,000,000 shares of Common Stock, \$0.001 par value per share ("Common Stock") (ii) 15,000,000 shares of Preferred Stock, \$0.001 par value per share ("Preferred Stock")
- (b) Series C Preferred Stock. 5,000,000 shares of the authorized Preferred Stock are designated as Series C Preferred Stock with the following rights, preferences, and privileges: (i) Liquidation Preference: 1x original issue price plus declared but unpaid dividends (ii) Conversion Rights: Initially convertible into Common Stock on a 1:1 basis (iii) Anti-dilution Protection: Broad-based weighted average (iv) Voting Rights: Votes together with Common Stock on an as-converted basis
- (c) Outstanding Securities. As of the Effective Date, the Corporation's outstanding securities consist of: (i) 12,500,000 shares of Common Stock issued and outstanding (ii) 3,000,000 shares of Series A Preferred Stock (iii) 4,000,000 shares of Series B Preferred Stock (iv) 5,000,000 shares of Series C Preferred Stock (v) 2,500,000 shares reserved under the Employee Stock Option Plan

(d) Transfer Restrictions. No stockholder shall transfer, assign, or encumber any shares without: (i) Compliance with applicable securities laws (ii) Prior written consent of the Board (iii) Adherence to Right of First Refusal provisions (iv) Execution of required transfer documentation

3.2 Board Composition

(a) The Board shall consist of seven (7) directors, elected as follows: (i) Two (2) directors elected by holders of Series C Preferred Stock (ii) One (1) director elected by holders of Series B Preferred Stock (iii) The CEO (iv) Three (3) independent directors elected by all stockholders voting together

(b) Board Operations: (i) Regular meetings shall be held quarterly (ii) Special meetings may be called by any two directors (iii) Quorum requires presence of at least four directors (iv) Actions require majority vote of present directors (v) Written consent requires unanimous approval

(c) Board Committees: (i) Audit Committee: Three independent directors (ii) Compensation Committee: Two independent directors and one Series C director (iii) Nominating Committee: One independent director, one Series C director, and CEO (iv) Technology Committee: CTO, one Series C director, and one independent director

3.3 Officer Appointments

(a) The officers of the Corporation shall include: (i) Chief Executive Officer: Dr. Sarah Chen (ii) Chief Technology Officer: Michael Roberts (iii) Chief Financial Officer: David Kumar (iv) Chief AI Officer: Dr. James Wilson (v) Such other officers as the Board may appoint

(b) Officer Responsibilities: (i) CEO shall serve as principal executive officer and Board chairperson (ii) CTO shall oversee technology development and implementation (iii) CFO shall manage financial operations and reporting (iv) Chief AI Officer shall direct artificial intelligence initiatives

(c) Term and Removal: (i) Officers serve at Board discretion (ii) Removal requires majority Board vote (iii) Resignation effective upon written notice (iv) Temporary appointments permitted during vacancies

3.4 Corporate Governance

(a) Stockholder Meetings: (i) Annual meeting within 120 days of fiscal year end (ii) Special meetings callable by Board or 25% of voting power (iii) Notice required 10-60 days before meeting (iv) Quorum requires majority of voting power present

(b) Protective Provisions: (i) Series C approval required for: - Amendments to charter or bylaws - Changes to authorized shares - Asset sales or mergers - Issuance of senior securities (ii) Series B approval required for: - Changes affecting Series B rights - Increases in option pool - Related party transactions

(c) Information Rights: (i) Monthly financial statements within 30 days (ii) Annual audited financials within 90 days (iii) Annual operating plan and budget (iv) Quarterly Board meeting materials (v) Inspection rights during business hours

3.5 Additional Provisions

(a) Drag-Along Rights: (i) Triggered by Board and majority stockholder approval (ii) Requires participation in approved sale transaction (iii) Same terms and conditions for all stockholders (iv) Customary representations and warranties only

(b) Tag-Along Rights: (i) Applies to transfers exceeding 5% of outstanding shares (ii) Pro rata participation right for all stockholders (iii) Same price and terms as triggering sale (iv) 30-day exercise period

(c) Registration Rights: (i) Two demand registrations for Series C holders (ii) Unlimited piggyback rights (iii) Registration expenses paid by Corporation (iv) Customary underwriter cutbacks permitted

4.0 INTELLECTUAL PROPERTY PROVISIONS

4.1 Ownership of AI Technology

(a) The Corporation shall retain exclusive ownership of: (i) All AI algorithms and machine learning models, including but not limited to neural network architectures, training methodologies, and inference systems (ii) Computer vision systems and predictive analytics engines, encompassing image recognition, pattern detection, and forecasting algorithms (iii) Process optimization methodologies, including automated decision-making systems and workflow enhancement tools (iv) All related technical documentation, improvements, derivatives, and modifications thereof

(b) Derivative Works and Improvements: (i) Any modifications, enhancements, or derivatives created by employees, contractors, or third parties during their engagement with the Corporation (ii) Custom implementations developed for specific client applications (iii) Performance optimizations and system refinements (iv) Integration frameworks and middleware components

4.2 Patent Rights

(a) The Corporation shall maintain and protect its patent portfolio covering: (i) Core AI technology implementations, including fundamental algorithmic structures and processing methodologies (ii) Industrial process optimization methods, specifically those relating to manufacturing efficiency and quality control (iii) Machine learning training techniques, including data preprocessing, model optimization, and validation procedures (iv) System integration architectures and deployment frameworks

(b) Patent Enforcement and Defense: (i) Active monitoring of potential infringement activities (ii) Implementation of strategic patent filing programs in key jurisdictions (iii) Maintenance of defensive patent portfolios (iv) Establishment of cross-licensing arrangements where strategically advantageous

(c) Innovation Protection: (i) Regular patent landscape analysis (ii) Competitive technology monitoring (iii) Strategic filing of continuation applications (iv) Management of patent family portfolios

4.3 Trade Secrets Protection

(a) The Corporation shall implement and maintain: (i) Comprehensive trade secret protection programs, including physical and digital security measures (ii) Employee confidentiality agreements with specific provisions for AI technology (iii) Third-party non-disclosure agreements with detailed scope and duration terms (iv) Information security protocols and access control systems

(b) Security Measures: (i) Implementation of multi-factor authentication systems (ii) Regular security audits and vulnerability assessments (iii) Employee training programs on intellectual property protection (iv) Document classification and handling procedures

(c) Confidential Information Management: (i) Data encryption standards for stored and transmitted information (ii) Access logging and monitoring systems (iii) Secure development and testing environments (iv) Incident response procedures

4.4 Software Licensing

(a) The NexusCore™ Platform shall be licensed to customers under: (i) Enterprise subscription agreements with defined usage parameters (ii) Usage-based pricing models incorporating computational resource metrics (iii) Module-specific terms for specialized functionality (iv) API access agreements with rate limiting and security provisions

(b) License Restrictions: (i) Prohibition of reverse engineering or decompilation (ii) Limitations on third-party access and sublicensing (iii) Geographic restrictions on deployment and use (iv) Restrictions on competitive analysis and benchmarking

4.5 Third-Party Technology Integration

(a) Management of External Dependencies: (i) Documentation of all third-party software components (ii) License compliance monitoring and auditing (iii) Version control and update management (iv) Security vulnerability tracking

(b) Integration Requirements: (i) Compatibility verification procedures (ii) Performance impact assessment (iii) Security review protocols (iv) Documentation of integration points

4.6 Intellectual Property Indemnification

(a) The Corporation shall provide: (i) Defense against third-party infringement claims (ii) Indemnification for authorized use of licensed technology (iii) Resolution of intellectual property disputes (iv) Customer notification procedures for potential claims

4.7 Technology Transfer and Assignment

(a) Procedures for: (i) Documentation of technology transfer processes (ii) Assignment of intellectual property rights (iii) Training and knowledge transfer protocols (iv) Maintenance of technical documentation

4.8 Intellectual Property Audit and Compliance

(a) Regular Assessment of: (i) IP portfolio strength and coverage (ii) Compliance with licensing obligations (iii) Effectiveness of protection measures (iv) Risk assessment and mitigation strategies

4.9 Open Source Software Management

(a) Policies Governing: (i) Approved open source licenses and components (ii) Integration review procedures (iii) License obligation compliance (iv) Contribution policies and procedures

4.10 Data Rights and Privacy

(a) Management of: (i) Training data ownership and usage rights (ii) Customer data processing agreements (iii) Privacy compliance requirements (iv) Data retention and deletion procedures

4.11 Intellectual Property Enforcement

(a) Procedures for: (i) Monitoring and detecting infringement (ii) Enforcement action protocols (iii) Dispute resolution procedures (iv) Remediation and settlement guidelines

4.12 Technology Export Controls

(a) Compliance with: (i) International technology transfer regulations (ii) Export control classifications (iii) Restricted party screening (iv) Documentation requirements

5.0 OPERATIONAL COVENANTS

5.1 Technology Development

(a) The Corporation shall: (i) Maintain continuous development of the AI Technology Stack through quarterly updates, feature enhancements, and architectural improvements (ii) Ensure compatibility with major industrial control systems, including but not limited to SCADA, DCS, PLC, and MES platforms (iii) Update algorithms based on performance data with minimum quarterly optimization cycles (iv) Document all material improvements in accordance with ISO/IEC/IEEE 29148:2018 standards (v) Maintain a technology roadmap with minimum three-year forward visibility (vi) Establish and maintain a version control

system for all software components (vii) Implement automated testing protocols for all system updates

(b) The Corporation shall establish: (i) A dedicated research and development team comprising no fewer than fifteen (15) qualified engineers (ii) Annual technology assessment and benchmarking procedures (iii) Collaboration protocols with academic institutions and research partners (iv) Internal technical documentation standards and review processes

5.2 Data Handling and Privacy

(a) The Corporation shall comply with: (i) All applicable data protection laws, including but not limited to GDPR, CCPA, and PIPEDA (ii) Industry standard security protocols, specifically SOC 2 Type II requirements (iii) Customer data privacy requirements as specified in individual service agreements (iv) Cross-border data transfer regulations, including Standard Contractual Clauses (v) Data retention and destruction policies aligned with ISO/IEC 27701:2019

(b) The Corporation shall implement: (i) Data classification systems with minimum four-tier sensitivity levels (ii) Encryption standards for data at rest and in transit using AES-256 or superior protocols (iii) Access control mechanisms with role-based authentication (iv) Regular data privacy impact assessments (v) Automated data breach detection and notification systems (vi) Customer data portability mechanisms

5.3 Quality Control

(a) The Corporation shall maintain: (i) ISO 9001:2015 certification with annual external audits (ii) Regular security audits conducted by certified third-party providers (iii) Performance monitoring systems with 99.9% uptime tracking (iv) Customer satisfaction metrics with quarterly reporting (v) Six Sigma process improvement methodologies (vi) Automated quality assurance testing protocols

(b) The Corporation shall establish: (i) A Quality Management System (QMS) that meets or exceeds industry standards (ii) Continuous improvement processes with measurable objectives (iii) Regular staff training and certification programs (iv) Incident response and resolution procedures (v) Product defect tracking and resolution systems

5.4 Operational Standards

(a) The Corporation shall maintain: (i) 24/7 technical support capabilities (ii) Disaster recovery plans with maximum 4-hour recovery time objective (iii) Business continuity procedures with annual testing (iv) Environmental management systems compliant with ISO 14001:2015 (v) Occupational health and safety standards per ISO 45001:2018

5.5 Regulatory Compliance

(a) The Corporation shall: (i) Maintain all necessary licenses and permits for operations (ii) Comply with industry-specific regulations and standards (iii) Conduct regular compliance

audits and assessments (iv) Maintain relationships with regulatory bodies (v) Update operational procedures based on regulatory changes

5.6 Reporting and Documentation

(a) The Corporation shall provide: (i) Quarterly performance reports to the Board of Directors (ii) Annual compliance certificates to relevant authorities (iii) Monthly operational metrics to executive management (iv) Regular updates to stakeholders on material developments

5.7 Continuous Improvement

(a) The Corporation shall implement: (i) Annual review of operational procedures (ii) Regular benchmark studies against industry standards (iii) Employee feedback mechanisms (iv) Customer feedback integration processes (v) Technology modernization programs

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed by its duly authorized officer on this 15th day of January, 2024.

NEXUS INDUSTRIAL INTELLIGENCE, INC.

By: /s/ Dr. Sarah Chen Name: Dr. Sarah Chen Title: Chief Executive Officer

ATTEST:

By: /s/ David Kumar Name: David Kumar Title: Chief Financial Officer and Secretary

[CORPORATE SEAL]