

# **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, pursuant to Section 102 of the DGCL, establishing its corporate existence and fundamental operating parameters; and

WHEREAS, the Corporation specializes in the development, deployment, and commercialization of artificial intelligence and machine learning technologies for industrial process optimization, predictive maintenance, and quality control applications, including but not limited to neural network systems, deep learning algorithms, computer vision solutions, and advanced analytics platforms for manufacturing environments; and

WHEREAS, the Corporation has demonstrated substantial growth and technological advancement in the field of industrial automation, having developed proprietary algorithms and methodologies for real-time process optimization, predictive maintenance protocols, and quality assurance systems that have been successfully implemented across multiple industrial sectors; and

WHEREAS, pursuant to Sections 242 and 245 of the DGCL, this Amended and Restated Certificate of Incorporation has been duly adopted by the Board of Directors and stockholders of the Corporation in accordance with the provisions of the DGCL, following proper notice and obtaining requisite approval thresholds; and

WHEREAS, this amendment and restatement has been properly authorized through appropriate corporate action, including receipt of necessary stockholder approvals and satisfaction of all statutory requirements under Delaware law;

NOW, THEREFORE, the Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety to read as follows, superseding and replacing all previous versions and amendments thereto:

## **2.0 DEFINITIONS AND INTERPRETATIONS**

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

(a) "NexusCore™ Platform" means the Corporation's proprietary enterprise software suite that combines computer vision, machine learning algorithms, predictive analytics, and process optimization technologies, including all associated source code, documentation, and intellectual property rights. This encompasses all versions, updates, modifications, and derivative works of the platform, including but not limited to its core processing engine, user interface components, data visualization modules, and integration frameworks.

(b) "Artificial Intelligence Technologies" means the Corporation's proprietary artificial intelligence and machine learning algorithms, neural networks, decision trees, and related computational methods used for industrial process optimization. This includes all training models, inference engines, algorithmic implementations, and associated mathematical frameworks developed by the Corporation for industrial applications, whether deployed independently or as components of the NexusCore™ Platform.

(c) "Industrial IoT Integration" means the Corporation's proprietary protocols, interfaces, and methodologies for connecting the NexusCore™ Platform with industrial control systems, sensors, and operational technology infrastructure. This encompasses all communication protocols, data exchange formats, security mechanisms, and integration frameworks designed for industrial automation environments, including edge computing implementations and distributed processing architectures.

(d) "Intellectual Property" means all patents, patent applications, trademarks, copyrights, trade secrets, software, data rights, and other intellectual property owned or controlled by the Corporation, including but not limited to: (i) All registered and unregistered intellectual property rights (ii) All pending applications and registrations (iii) All technological implementations and embodiments (iv) All derivative works and improvements (v) All associated documentation and technical specifications

(e) "Proprietary Information" means any confidential or proprietary information of the Corporation, including but not limited to technical specifications, architectural designs, implementation methodologies, optimization strategies, and business processes related to the NexusCore™ Platform and associated technologies.

(f) "Industrial Application Environment" means any manufacturing, processing, or industrial facility where the Corporation's technologies are deployed, including all associated operational contexts, technical requirements, and implementation parameters.

2.2 Interpretation. Unless the context requires otherwise: (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)

Technical terms shall be interpreted according to their generally accepted meaning within the industrial software and artificial intelligence industries (e) References to any technology, methodology, or process shall include all updates, modifications, and successor versions thereof (f) Any reference to integration or implementation shall be construed to include all necessary technical and operational components for full functionality (g) Time periods shall be calculated according to calendar days unless explicitly specified otherwise (h) References to standards or specifications shall be deemed to include the most current version as of the relevant date

2.3 Precedence. In the event of any conflict between defined terms or interpretations, the more specific definition or interpretation shall take precedence over the more general.

### **3.0 CORPORATE STRUCTURE AND GOVERNANCE**

#### **3.1 Board of Directors**

(a) Size and Composition. The Board of Directors shall consist of not less than five (5) and not more than nine (9) directors, with the exact number to be fixed by resolution of the Board. The Board shall include at least two (2) independent directors who meet the independence criteria established by applicable securities laws and regulations.

(b) Series C Director Rights. For so long as at least 25% of the originally issued Series C Preferred Stock remains outstanding, the holders of Series C Preferred Stock shall be entitled to elect one (1) director.

(c) Term and Elections. Directors shall be elected at each annual meeting of stockholders and shall serve until their successors are duly elected and qualified. Directors need not be stockholders of the Corporation.

(d) Committees. The Board shall establish and maintain the following standing committees: (i) Audit Committee, (ii) Compensation Committee, and (iii) Nominating and Corporate Governance Committee. Each committee shall consist of at least three (3) directors, with independence requirements as prescribed by applicable laws and regulations.

#### **3.2 Officers and Management**

(a) Required Officers. The Corporation shall have a Chief Executive Officer, Chief Technology Officer, Chief Financial Officer, and such other officers as the Board may determine.

(b) Responsibilities. The officers shall have such powers and duties as customarily pertain to their respective offices and as prescribed by the Bylaws or Board resolutions.

(c) Appointment and Removal. Officers shall be appointed by the Board and shall serve at the pleasure of the Board. Any officer may be removed, with or without cause, by a majority vote of the Board.

(d) Succession Planning. The Board shall maintain a succession plan for key executive positions and review such plan annually. The plan shall identify potential successors for each executive officer position and outline development requirements for such candidates.

### 3.3 Voting Rights

(a) Common Stock. Each share of Common Stock shall be entitled to one vote per share on all matters submitted to stockholders.

(b) Preferred Stock. Each share of Preferred Stock shall be entitled to votes equal to the number of shares of Common Stock into which such Preferred Stock is convertible.

(c) Quorum Requirements. The presence, in person or by proxy, of holders of a majority of the voting power of all outstanding shares entitled to vote shall constitute a quorum for the transaction of business at any meeting of stockholders.

(d) Action by Written Consent. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting if a consent in writing is signed by stockholders having not less than the minimum number of votes necessary to authorize such action.

### 3.4 Protective Provisions

The Corporation shall not, without the approval of holders of at least 66-2/3% of the outstanding Preferred Stock: (a) Alter or change rights, preferences, or privileges of Preferred Stock (b) Create any new class of stock having preference over Preferred Stock (c) Merge or consolidate with another entity (d) Sell, lease, or dispose of all or substantially all assets (e) Increase or decrease the authorized number of directors (f) Amend, alter, or repeal any provision of the Certificate of Incorporation or Bylaws (g) Pay or declare any dividend on Common Stock (h) Issue debt in excess of \$5,000,000 (i) Enter into any transaction with affiliates exceeding \$1,000,000

### 3.5 Information Rights

(a) Financial Statements. The Corporation shall provide to each holder of Preferred Stock: (i) Audited annual financial statements within 90 days of fiscal year end (ii) Unaudited quarterly financial statements within 45 days of quarter end (iii) Monthly management reports within 30 days of month end

(b) Inspection Rights. Holders of Preferred Stock shall have reasonable rights to inspect the Corporation's facilities, books, and records during normal business hours upon reasonable notice.

### 3.6 Corporate Policies

(a) The Board shall adopt and maintain policies regarding: (i) Code of Business Conduct and Ethics (ii) Related Party Transactions (iii) Insider Trading (iv) Disclosure Controls and Procedures (v) Risk Management

(b) Policy Review. The Board shall review all corporate policies annually and update as necessary to ensure compliance with applicable laws and regulations and alignment with best practices in corporate governance.

## **4.0 INTELLECTUAL PROPERTY PROTECTION**

### **4.1 Ownership of Technology**

(a) The Corporation shall retain exclusive ownership of all Artificial Intelligence Technologies, including all improvements, modifications, derivative works, algorithms, models, neural networks, and associated training methodologies.

(b) All intellectual property developed by employees or contractors shall be assigned to the Corporation pursuant to written agreements, including but not limited to inventions, discoveries, improvements, ideas, technical data, source code, and documentation.

(c) The Corporation shall maintain comprehensive records of all intellectual property assets, including invention disclosures, patent applications, and technology documentation in a secure digital repository.

### **4.2 Confidentiality and Trade Secrets**

(a) The Corporation shall maintain appropriate technical and organizational measures to protect the confidentiality of its trade secrets and proprietary information, including: (i) Implementation of multi-factor authentication systems (ii) Regular security audits and penetration testing (iii) Physical security controls for research facilities (iv) Encrypted data storage and transmission protocols (v) Access controls based on need-to-know principles

(b) All employees, contractors, and business partners shall be bound by written confidentiality obligations that: (i) Survive termination of employment or business relationship (ii) Include specific provisions for AI-related trade secrets (iii) Require prompt reporting of unauthorized disclosures (iv) Establish liquidated damages for breaches

### **4.3 Technology Licensing**

(a) The Corporation may license its technology pursuant to written agreements that protect its intellectual property rights, subject to: (i) Detailed scope limitations (ii) Geographic restrictions (iii) Usage monitoring requirements (iv) Quality control provisions (v) Royalty and audit rights

(b) Any technology licenses shall include appropriate field of use restrictions and prohibit: (i) Reverse engineering of any kind (ii) Unauthorized modifications (iii) Sublicensing without express written consent (iv) Use in competing products or services

### **4.4 Data Rights and Privacy**

(a) The Corporation shall comply with applicable data privacy laws in its collection and use of industrial data, including: (i) Implementation of data minimization principles (ii) Regular privacy impact assessments (iii) Maintenance of data processing records (iv) Appointment of data protection officers where required

(b) Customer data shall be used solely as permitted under written agreements and the Corporation's privacy policy, with: (i) Clear data ownership definitions (ii) Specified retention periods (iii) Data portability provisions (iv) Breach notification procedures

#### 4.5 Intellectual Property Enforcement

(a) The Corporation shall maintain a proactive intellectual property enforcement program, including: (i) Regular monitoring for infringement (ii) Documentation of potential violations (iii) Enforcement action protocols (iv) Budget allocation for legal proceedings

(b) The Corporation shall establish procedures for: (i) Responding to third-party infringement claims (ii) Conducting freedom-to-operate analyses (iii) Managing patent prosecution strategy (iv) Maintaining invention records

#### 4.6 Technology Transfer Controls

(a) The Corporation shall implement controls governing the transfer of technology to: (i) Foreign subsidiaries or affiliates (ii) Joint venture partners (iii) Contract manufacturers (iv) Research collaborators

(b) All technology transfers shall be subject to: (i) Export control compliance review (ii) Security clearance requirements (iii) Documentation of authorized recipients (iv) Monitoring of downstream uses