

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PARTIES

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

ASSIGNOR: Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Assignor")

and

ASSIGNEE: [Counterparty Name - To Be Completed During Transaction]

RECITALS

WHEREAS, Assignor has developed a proprietary AI-Driven Predictive Maintenance Algorithm (the "Algorithm") utilizing advanced machine learning techniques for industrial predictive diagnostics;

WHEREAS, the Algorithm represents a critical intellectual property asset with significant commercial potential in enterprise maintenance and industrial automation sectors;

WHEREAS, Assignor desires to transfer all rights, title, and interest in the Algorithm to Assignee;

DEFINITIONS

1 "Algorithm" shall mean the proprietary predictive maintenance machine learning system developed by Assignor, specifically designed for real-time industrial equipment diagnostics and failure prediction.

2 "Intellectual Property Rights" shall include all patents, copyrights, trade secrets, source code, technical documentation, and derivative works associated with the Algorithm.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Transfer. Assignor hereby irrevocably assigns and transfers to Assignee all right, title, and interest in and to the Algorithm, including but not limited to:

a) All existing and future Intellectual Property Rights

- b) All source code and associated documentation
- c) All derivative works and improvements
- d) All economic rights and potential future revenue streams

2 Representations and Warranties. Assignor represents and warrants that:

- a) It is the sole and exclusive owner of the Algorithm
- b) The Algorithm is original and does not infringe third-party intellectual property rights
- c) No prior agreements restrict the transfer of the Algorithm
- d) All necessary development documentation is being transferred

CONSIDERATION

1 In consideration for the complete assignment of the Algorithm, Assignee shall:

- a) Pay Assignor a lump sum of \$2,750,000 USD
- b) Provide ongoing royalty payments of 3% on future commercial implementations
- c) Offer continued consulting engagement for up to 24 months post-transfer

CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the terms of this Agreement and the technical specifications of the Algorithm.

2 Assignor shall execute all necessary documentation to perfect the transfer of Intellectual Property Rights.

GOVERNING LAW

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

2 Any disputes arising from this Agreement shall be resolved through binding arbitration in Santa Clara County, California.

INDEMNIFICATION

1 Assignor agrees to indemnify and hold harmless Assignee against any claims, damages, or legal

actions arising from pre-existing intellectual property developments.

MISCELLANEOUS PROVISIONS

1 This Agreement constitutes the entire understanding between the parties.

2 Modifications must be made in writing and signed by authorized representatives.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

ASSIGNEE:

[Signature Block]

By:

[Authorized Representative]

[Title]

Date: