

INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT

PARTIES

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

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

and

TRANSFeree: [Counterparty Name], a [State of Incorporation] corporation with principal offices at [Full Address] ("Transferee")

RECITALS

WHEREAS, Transferor is the sole and exclusive owner of certain intellectual property rights related to its predictive maintenance and machine learning diagnostic technologies;

WHEREAS, Transferor desires to transfer specific intellectual property assets to Transferee in connection with a strategic technology collaboration;

WHEREAS, the parties wish to define the precise terms of such intellectual property transfer;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1 "Transferred IP" shall mean all patents, patent applications, trade secrets, source code, algorithms, and technical documentation specifically listed in Exhibit A attached hereto.

2 "Effective Date" shall mean the date first written above.

3 "Confidential Information" shall mean all proprietary technical and business information disclosed by Transferor, whether in written, electronic, or other tangible form.

2. INTELLECTUAL PROPERTY TRANSFER

1 Transfer of Rights

Transferor hereby irrevocably transfers and assigns to Transferee all right, title, and interest in and to the Transferred IP, including:

- (a) All worldwide patent rights
- (b) All copyright interests
- (c) All trade secret protections
- (d) All associated documentation and technical materials

2 Scope of Transfer

The transfer shall include:

- (a) Full ownership rights
- (b) Right to modify, reproduce, and commercially exploit
- (c) Worldwide territorial rights
- (d) Perpetual and irrevocable license

3. REPRESENTATIONS AND WARRANTIES

1 Transferor represents and warrants that:

- (a) It has full legal right and authority to transfer the Transferred IP
- (b) The Transferred IP is free of all encumbrances
- (c) No third-party claims exist against the transferred assets
- (d) All necessary corporate approvals have been obtained

2 Transferor shall indemnify Transferee against any claims arising from breach of these representations.

4. CONSIDERATION

1 In consideration for the Transferred IP, Transferee shall pay Transferor the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000), payable in two installments:

- (a) \$1,250,000 upon execution
- (b) \$1,250,000 within 90 days of Effective Date

5. CONFIDENTIALITY

1 Both parties shall maintain strict confidentiality regarding the terms of this Agreement and any associated technical information.

2 Confidentiality obligations shall survive termination of this Agreement for a period of five (5) years.

6. GOVERNING LAW

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

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

7. MISCELLANEOUS

1 This Agreement constitutes the entire understanding between the parties.

2 Amendments must be in writing and signed by authorized representatives.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Rights Transfer Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[TRANSFEREE SIGNATURE BLOCK]

Exhibit A: Detailed Intellectual Property Schedule (Attached)