Intellectual Property Assignment and Technology Transfer Agreement

PREAMBLE

This Intellectual Property Assignment and Technology Transfer Agreement (the "Agreement") is entered into as of January 22, 2024, by and between Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 (the "Assignor"), and the undersigned assignee (the "Assignee").

RECITALS

WHEREAS, Assignor has developed a proprietary Cognitive Computing Platform with a Scalable Learning Framework (the "Intellectual Property");

WHEREAS, the Intellectual Property represents a unique and innovative approach to machine learning and predictive analytics;

WHEREAS, Assignor desires to assign and transfer all rights, title, and interest in the Intellectual Property to Assignee;

DEFINITIONS

1 "Intellectual Property" shall mean the complete technological framework, including but not limited to:

a) Source code

b) Algorithmic designs

c) Machine learning models

d) Associated documentation and implementation guides

e) Derivative works and improvements

2 "Scalable Learning Framework" refers to the proprietary machine learning architecture that enables dynamic model adaptation across multiple industrial domains.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Transfer. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Intellectual Property, including:

a) All patents, patent applications, and patent rights

b) Copyrights and copyright applications

c) Trade secrets and confidential know-how

d) All associated source code and documentation

e) All derivative works and future improvements

2 Ownership Rights. Assignee shall have exclusive and perpetual ownership of the Intellectual Property, with full rights to modify, distribute, license, and commercialize.

REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

a) It is the sole and exclusive owner of the Intellectual Property

b) The Intellectual Property is original and does not infringe on third-party rights

c) There are no pending legal actions or claims related to the Intellectual Property

d) All necessary development and research have been completed using authorized resources

2 Assignor guarantees that the Intellectual Property:

a) Functions as described in accompanying technical documentation

b) Meets industry-standard performance benchmarks

c) Has been developed using professional software engineering practices

CONFIDENTIALITY AND NON-DISCLOSURE

1 Both parties agree to maintain strict confidentiality regarding the technical details of the Intellectual Property.

2 Assignor shall not disclose or utilize any aspects of the Intellectual Property after transfer without explicit written consent from Assignee.

COMPENSATION

1 In consideration of this transfer, Assignee shall provide compensation of Two Million Five Hundred Thousand Dollars ($2,500,000), payable as follows:

a) $1,000,000 upon execution of this Agreement

b) $1,000,000 upon successful technical validation

c) $500,000 upon completion of technology transfer and knowledge transition

INDEMNIFICATION

1 Assignor agrees to indemnify and hold harmless Assignee against any claims, damages, or legal actions arising from pre-transfer development of the Intellectual Property.

2 Assignor shall provide reasonable technical support and knowledge transfer for a period of six (6) months following the transfer.

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.

SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE:

[Signature Block]

Dated: January 22, 2024