INTELLECTUAL PROPERTY ASSIGNMENT AND TECHNOLOGY TRANSFER AGREEMENT

PREAMBLE

This Intellectual Property Assignment and Technology Transfer Agreement (the "Agreement") is executed on 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 (hereinafter referred to as "Assignor").

RECITALS

WHEREAS, Assignor has developed a proprietary Intelligent Resource Allocation Algorithm (the "Algorithm") through substantial research and development efforts;

WHEREAS, the Algorithm represents a critical technological innovation in predictive analytics and enterprise resource optimization;

WHEREAS, Assignor desires to formalize the intellectual property rights associated with the Algorithm;

DEFINITIONS

1 "Algorithm" shall mean the proprietary computational methodology developed by Assignor for intelligent resource allocation and predictive maintenance optimization.

2 "Confidential Information" shall include all technical specifications, source code, implementation methodologies, and derivative works related to the Algorithm.

3 "Effective Date" shall mean the date of execution of this Agreement.

INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment
Assignor hereby irrevocably assigns and transfers all right, title, and interest in the Algorithm, including:
a) All patent rights

b) Copyright interests

c) Trade secret protections

d) All derivative works and future improvements

2 Scope of Rights

The assignment includes worldwide rights in all jurisdictions, with perpetual and exclusive ownership transferring to the assignee.

TECHNOLOGY TRANSFER PROVISIONS

1 Documentation Transfer

Assignor shall provide comprehensive documentation, including:

- Detailed algorithmic specifications

- Source code repositories

- Technical implementation guides

- Performance benchmark documentation

- Architectural design documents

2 Knowledge Transfer

Assignor commits to providing:

- Comprehensive knowledge transfer sessions

- Technical training for key personnel

- Consultation support during initial implementation phases

REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

a) It possesses full legal right to assign the Algorithm

b) The Algorithm is original and does not infringe third-party intellectual property rights

c) No pending litigation exists related to the Algorithm

d) All development was conducted by authorized personnel

2 Assignor guarantees the Algorithm's fundamental operational capabilities, including:

- Predictive accuracy within specified parameters

- Scalability across enterprise environments

-       Compatibility with standard enterprise technology infrastructures

LIMITATIONS AND INDEMNIFICATION

1 Limitation of Liability

Assignor's total liability shall not exceed the greater of:

-       Actual development costs
-       $500,000 USD

2 Indemnification

Assignor shall defend, indemnify, and hold harmless against any claims arising from the Algorithm's intellectual property status.

CONFIDENTIALITY

1 Both parties shall maintain strict confidentiality regarding the Algorithm's technical specifications and transfer process.

2 Confidentiality obligations survive the termination of this Agreement for a period of seven (7) years.

MISCELLANEOUS PROVISIONS

1 Governing Law

This Agreement shall be governed by the laws of the State of California.

2 Dispute Resolution

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 Effective Date.

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

Witness:

Michael Chen

Chief Technology Officer