

INTELLECTUAL PROPERTY ASSIGNMENT AND TECHNOLOGY TRANSFER AGREEMENT

PARTIES

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 (hereinafter referred to as "Assignor")

AND

The undersigned assignee as specified in the signature block (hereinafter referred to as "Assignee")

RECITALS

WHEREAS, Assignor has developed a proprietary Contextual Machine Learning Model for Dynamic Data Interpretation (the "Technology");

WHEREAS, the Technology represents a significant intellectual property asset with potential applications in predictive maintenance, enterprise analytics, and intelligent automation;

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

DEFINITIONS

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, copyrights, trademarks, and other proprietary rights associated with the Technology, including but not limited to:

- a) Source code
- b) Algorithmic designs
- c) Training data sets
- d) Derivative works and improvements

2 "Technology" refers specifically to the contextual machine learning model designed for dynamic interpretation of complex industrial and enterprise data streams, with primary applications in predictive maintenance and operational intelligence.

ASSIGNMENT OF INTELLECTUAL PROPERTY

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

- a) All existing and future patents
- b) Copyrights and related registrations
- c) Trade secret protections
- d) All derivative and improvement rights

2 Scope of Transfer. The transfer encompasses:

- Global intellectual property rights
- Perpetual and exclusive ownership
- Full commercial exploitation rights
- Unlimited modification and adaptation privileges

REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

- a) It possesses full legal right to assign the Technology
- b) No prior encumbrances exist on the Intellectual Property
- c) The Technology is original and created by Assignor's employees
- d) No third-party claims of infringement are pending or anticipated

2 Assignor guarantees that the Technology:

- Functions as described in accompanying technical documentation
- Meets industry-standard performance metrics
- Contains no known material defects
- Complies with applicable data protection regulations

CONSIDERATION

1 In consideration for the complete transfer of Intellectual Property, Assignee shall:

- a) Pay a lump-sum transfer fee of \$1,750,000
- b) Provide ongoing royalty considerations of 3% on future commercialization

c) Offer potential future collaboration opportunities

CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the terms of this Agreement and the underlying Technology, with provisions surviving termination for a period of seven (7) years.

GOVERNING LAW

1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, with any disputes subject to binding arbitration in Santa Clara County, California.

EXECUTION

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

ASSIGNOR

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE

[Assignee Signature Block]

By:

[Authorized Representative]

[Title]

Date: January 22, 2024