

PATENT ASSIGNMENT AND INTELLECTUAL PROPERTY TRANSFER AGREEMENT

PREAMBLE

This Patent Assignment and Intellectual Property Transfer Agreement ("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"), and the undersigned assignee.

1. DEFINITIONS

1 "Advanced AI Decision Matrix" shall mean the proprietary algorithmic framework developed by Assignor for predictive analytics and intelligent decision-making processes, as more particularly described in United States Patent Application Serial No. 17/892,456.

2 "Intellectual Property" shall include all patents, patent applications, trade secrets, technical documentation, source code, and associated derivative works related to the Advanced AI Decision Matrix technology.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

1 Complete Transfer. Assignor hereby irrevocably transfers and assigns all right, title, and interest in the Advanced AI Decision Matrix patent, including:

- a) All current and future patent rights
- b) All associated trade secret protections
- c) All worldwide intellectual property rights
- d) All derivative and improvement rights

2 Scope of Assignment. The assignment includes:

- Full legal and beneficial ownership
- Perpetual global licensing rights
- Unrestricted commercial exploitation capabilities
- Complete technological transfer documentation

3. REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

- a) It possesses full legal authority to assign the Intellectual Property
- b) The Intellectual Property is original and created by Assignor's employees
- c) No third-party claims exist against the Intellectual Property
- d) All necessary development documentation is complete and transferable

2 Assignor confirms that the Advanced AI Decision Matrix:

- Represents a novel technological approach to predictive analytics
- Incorporates unique machine learning algorithmic structures
- Provides demonstrable competitive advantages in enterprise AI solutions

4. CONSIDERATION

1 In consideration for the complete intellectual property transfer, the assignee shall:

- a) Provide a one-time payment of \$3,750,000
- b) Grant ongoing royalty considerations of 2.5% on future commercialization
- c) Acknowledge Nexus Intelligent Systems' foundational technological contribution

5. CONFIDENTIALITY AND NON-DISCLOSURE

1 Both parties agree to maintain strict confidentiality regarding:

- Technical implementation details
- Algorithmic methodologies
- Proprietary computational approaches
- Financial terms of this agreement

2 Confidentiality obligations shall survive the termination of this agreement for a period of ten (10) years.

6. GOVERNING LAW AND JURISDICTION

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.

7. MISCELLANEOUS PROVISIONS

1 This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and representations.

2 Any modifications must be executed in writing and signed by authorized representatives of both parties.

8. SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE:

[Signature Block]

Witnessed By:

Legal Counsel

Date: January 22, 2024