

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

[COUNTERPARTY NAME], a [STATE] corporation with principal offices at [ADDRESS] (hereinafter referred to as "Assignee")

RECITALS

WHEREAS, Assignor has developed a proprietary Contextual AI Algorithm for Predictive Analytics (the "Technology") through substantial research, development, and intellectual capital investment;

WHEREAS, the Technology represents a breakthrough in machine learning-driven predictive maintenance and diagnostic capabilities for enterprise industrial systems;

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

1. DEFINITIONS

1 "Confidential Information" shall mean all technical, financial, and operational information related to the Technology, including but not limited to source code, algorithmic designs, training datasets, and performance metrics.

2 "Intellectual Property Rights" shall mean all patents, patent applications, trade secrets, copyrights, trademarks, and other proprietary rights associated with the Technology.

3 "Technology" refers specifically to the Contextual AI Algorithm for Predictive Analytics, including all associated software, methodological frameworks, and derivative works.

2. INTELLECTUAL PROPERTY ASSIGNMENT

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

- a) All existing Intellectual Property Rights
- b) All future improvements and derivative works
- c) All associated documentation, source code, and technical specifications
- d) All research, development, and implementation methodologies

2 Representations and Warranties. Assignor represents and warrants that:

- a) It has full legal right and authority to assign the Technology
- b) The Technology is original and does not infringe upon third-party intellectual property rights
- c) No pending or threatened litigation exists related to the Technology
- d) All necessary development and research have been completed using authorized resources

3. CONSIDERATION

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

- a) Pay Assignor a lump-sum payment of \$3,750,000 USD
- b) Provide ongoing royalty payments of 2.5% on net revenues derived from the Technology for a period of five (5) years
- c) Offer continued consulting and integration support from Assignor's key technical personnel

4. CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the terms of this Agreement and all associated Confidential Information.

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

5. REPRESENTATIONS AND WARRANTIES

1 Assignor represents that the Technology:

- Has been developed through original research
- Meets all applicable industry standards

- Demonstrates proven predictive accuracy of no less than 92.5%
- Is compatible with major enterprise technology infrastructures

6. INDEMNIFICATION

1 Assignor shall indemnify and hold harmless Assignee against any claims, damages, or liabilities arising from:

- Intellectual property infringement
- Breach of representations and warranties
- Technical defects in the original Technology design

7. GOVERNING LAW

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

8. MISCELLANEOUS

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

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

SIGNATURE PAGE

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

[COUNTERPARTY NAME]

By:

[Authorized Signatory]

[Title]