

INTELLECTUAL PROPERTY ASSIGNMENT AND KNOWLEDGE REPRESENTATION METHOD AGREEMENT

PREAMBLE

This Intellectual Property Assignment and Knowledge Representation Method 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 (the "Assignor").

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. has developed a novel Intelligent Knowledge Representation Method for advanced predictive analytics and machine learning systems;

WHEREAS, the Company desires to formally document and protect its intellectual property rights associated with this innovative technological method;

WHEREAS, the method represents a critical proprietary technology with significant commercial potential in enterprise AI services and predictive maintenance solutions;

DEFINITIONS

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, copyrights, and proprietary methodologies developed by the Assignor relating to the Intelligent Knowledge Representation Method.

2 "Knowledge Representation Method" refers to the specific algorithmic approach for transforming unstructured data into predictive machine learning models, as more fully described in Exhibit A.

3 "Confidential Information" means all technical, financial, and strategic information related to the method, including but not limited to source code, algorithmic designs, and implementation strategies.

INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment

The Assignor hereby irrevocably assigns and transfers all right, title, and interest in the Intelligent Knowledge Representation Method to itself, including:

- a) All existing and future intellectual property rights
- b) All derivative works and improvements
- c) All commercial exploitation rights
- d) Global patent and trade secret protections

2 Scope of Rights

The assignment includes:

- Worldwide intellectual property rights
- Perpetual and exclusive ownership
- Full commercial exploitation privileges
- Right to file, prosecute, and maintain patents

REPRESENTATIONS AND WARRANTIES

1 Assignor warrants that:

- The Intelligent Knowledge Representation Method is original
- No third-party claims exist against the technology
- Full legal right and authority exists to make this assignment
- The method does not infringe on any existing intellectual property rights

2 The method represents a unique approach to:

- Transforming complex industrial data streams
- Creating predictive maintenance algorithms
- Generating machine learning models with >92% accuracy

CONFIDENTIALITY PROVISIONS

1 The Assignor shall:

- Maintain strict confidentiality of the method
- Implement robust security protocols
- Restrict access to authorized personnel
- Prevent unauthorized disclosure or reproduction

2 Unauthorized disclosure may result in:

- Immediate legal action
- Monetary damages
- Potential criminal prosecution

LIMITATIONS AND EXCLUSIONS

1 This agreement does not cover:

- Publicly available information
- Independent developments
- Information already in possession prior to this agreement

GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Santa Clara County.

EXECUTION

IN WITNESS WHEREOF, the undersigned authorized representative executes this Agreement:

Signed:

Dr. Elena Rodriguez

Chief Executive Officer

Nexus Intelligent Systems, Inc.

Date: January 22, 2024

CONFIDENTIAL - ATTORNEY-CLIENT PRIVILEGED DOCUMENT