

INTELLECTUAL PROPERTY RIGHTS AND PROTECTION AGREEMENT

THIS INTELLECTUAL PROPERTY RIGHTS AND PROTECTION AGREEMENT (this "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between NEXUS INDUSTRIAL INTELLIGENCE, INC., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Suite 400, Wilmington, Delaware 19801 ("Company").

1.0 RECITALS

WHEREAS, the Company has developed proprietary artificial intelligence and machine learning technologies, including computer vision systems, edge computing solutions, and industrial process optimization algorithms (collectively, the "AI Technology Stack");

WHEREAS, the Company's NexusCore™ Industrial AI Platform integrates these proprietary technologies with industrial control systems and IoT sensors to enable intelligent automation and operational excellence in manufacturing environments;

WHEREAS, the Company desires to establish comprehensive intellectual property protection measures and usage guidelines for its proprietary technology assets;

NOW, THEREFORE, the Company hereby establishes the following terms and conditions regarding its intellectual property rights and protection measures:

2.0 DEFINITIONS AND INTERPRETATION

2.1 "AI Technology Stack" means the Company's proprietary artificial intelligence and machine learning technologies, including but not limited to: (a) Computer vision algorithms and image processing systems (b) Machine learning models and training methodologies (c) Edge computing deployment frameworks (d) Industrial process optimization algorithms (e) Predictive maintenance systems (f) Quality control analysis tools (g) Neural network architectures and configurations (h) Data preprocessing and augmentation pipelines (i) Model validation and verification frameworks

2.2 "NexusCore™ Platform" means the Company's flagship software platform that integrates the AI Technology Stack with industrial control systems, including: (a) All current and future modules, updates, and improvements thereof (b) Associated application programming interfaces (APIs) (c) System integration components and connectors (d) User interface

elements and dashboards (e) Data collection and storage mechanisms (f) Security and authentication systems

2.3 "Intellectual Property Rights" means all rights in and to: (a) Patents, patent applications, and patent rights (b) Trade secrets and proprietary know-how (c) Copyrights and copyright registrations (d) Trademarks, service marks, and trade names (e) Software code and algorithms (f) Data structures and database rights (g) Machine learning models and training data (h) Industrial process optimization methodologies (i) Design rights and industrial designs (j) Mask works and integrated circuit topographies

2.4 "Proprietary Information" means all non-public information relating to the Company's technology, including: (a) Source code and software architecture (b) Algorithm design and implementation details (c) Training data sets and model parameters (d) Technical documentation and specifications (e) Research and development materials (f) Customer deployment configurations (g) Performance metrics and benchmarks (h) System architecture diagrams (i) Development roadmaps and strategies

2.5 "Machine Learning Models" means any algorithmic systems developed by the Company that: (a) Learn patterns from training data (b) Make predictions or decisions without explicit programming (c) Adapt to new data inputs (d) Improve performance through experience

2.6 For the purposes of interpretation: (a) Words importing the singular include the plural and vice versa (b) References to sections, clauses, and schedules are to those contained in this Agreement (c) Headings are for convenience only and do not affect interpretation (d) "Including" and similar expressions are not words of limitation (e) Technical terms have the meaning commonly understood in the artificial intelligence and machine learning industry (f) References to any law or regulation include amendments and replacements (g) Time periods are calculated in calendar days unless specified otherwise (h) If any provision requires approval or consent, such approval or consent must not be unreasonably withheld or delayed

2.7 In the event of any ambiguity or inconsistency between the definitions in this section and their usage in the Agreement, the definitions in this section shall prevail.

3.0 INTELLECTUAL PROPERTY OWNERSHIP

3.1 Pre-existing Intellectual Property The Company retains all right, title, and interest in and to all Intellectual Property Rights existing as of the Effective Date, including: (a) The AI Technology Stack and all component technologies, including but not limited to: (i) Proprietary neural network architectures (ii) Data preprocessing frameworks (iii) Model optimization techniques (iv) Inference engines and deployment systems (b) The NexusCore™ Platform and related software, encompassing: (i) Source code and object code (ii) User interfaces and experience designs (iii) System architecture and technical specifications (iv) Database schemas and data structures (c) All proprietary algorithms and methodologies, including: (i)

Mathematical formulations and computational methods (ii) Process control algorithms (iii) Optimization strategies and heuristics (iv) Performance measurement frameworks (d) Existing machine learning models and training data, including: (i) Labeled datasets and annotation systems (ii) Model weights and parameters (iii) Training methodologies and validation procedures (iv) Data augmentation techniques (e) Technical documentation and trade secrets, comprising: (i) Implementation guides and system specifications (ii) Research findings and experimental results (iii) Internal methodologies and best practices (iv) Proprietary business processes

3.2 Newly Developed Intellectual Property (a) All Intellectual Property Rights in any improvements, modifications, or derivatives of the Company's technology developed after the Effective Date shall vest immediately and exclusively in the Company. (b) This includes, without limitation, enhancements to: (i) Machine learning models and algorithms, including transfer learning applications (ii) Computer vision systems, including object detection and classification frameworks (iii) Process optimization methodologies and their industrial applications (iv) Edge computing implementations and distributed processing systems (v) Integration frameworks and APIs, including middleware solutions (c) Future developments encompassing: (i) Novel algorithmic approaches and computational methods (ii) Enhanced data processing techniques (iii) System architecture improvements (iv) Performance optimization strategies

3.3 Employee and Contractor Contributions (a) All employees and contractors shall execute appropriate intellectual property assignment agreements prior to commencing work. (b) All work product created in the course of employment or engagement shall be deemed "work made for hire" to the extent permitted by law, including: (i) Software code and documentation (ii) Technical specifications and designs (iii) Research findings and experimental results (iv) Process improvements and optimization strategies (c) Any non-assignable rights are hereby irrevocably waived in favor of the Company. (d) Employees and contractors shall: (i) Promptly disclose all inventions and improvements (ii) Assist in patent applications and protection measures (iii) Maintain detailed records of development activities (iv) Cooperate in intellectual property enforcement actions

3.4 Third-Party Technology Rights (a) The Company shall maintain appropriate licenses for all third-party technology incorporated into its products, including: (i) Commercial software licenses (ii) Patent licenses and technology agreements (iii) Data usage rights and privacy compliance measures (iv) Service level agreements and API licenses (b) Usage of open source components shall: (i) Comply with all applicable license terms (ii) Be documented in a comprehensive inventory (iii) Undergo regular compliance audits (iv) Be evaluated for business impact and risk (c) Third-party technology shall be: (i) Segregated and clearly documented (ii) Regularly reviewed for license compliance (iii) Assessed for security vulnerabilities (iv) Maintained with current versions and patches

3.5 Intellectual Property Protection (a) The Company shall implement appropriate measures to protect its intellectual property, including: (i) Regular patent filings and maintenance (ii) Trade secret protection protocols (iii) Confidentiality agreements and NDAs (iv) Security measures and access controls (b) The Company shall maintain records of: (i) All intellectual property assets (ii) Associated rights and obligations (iii) License agreements and terms (iv) Protection measures and compliance status

4.0 IP PROTECTION AND CONFIDENTIALITY

4.1 Trade Secret Protection (a) The Company shall implement and maintain reasonable security measures to protect its trade secrets, including: (i) Access controls and authentication systems utilizing multi-factor authentication (ii) Comprehensive confidentiality agreements with employees, contractors, and third parties (iii) Information classification protocols with clearly defined sensitivity levels (iv) Secure development practices incorporating industry best standards (v) Mandatory employee training programs conducted quarterly (b) Trade secret inventory shall be maintained and reviewed semi-annually, documenting: (i) Algorithmic implementations and mathematical models (ii) Training datasets and data preprocessing methods (iii) Customer-specific optimization parameters (iv) Proprietary industrial process configurations

4.2 Patent Strategy (a) The Company shall pursue patent protection for eligible innovations in its: (i) Machine learning architectures and neural network configurations (ii) Computer vision systems and image processing methods (iii) Industrial process optimization methods and control algorithms (iv) Edge computing implementations and distributed processing systems (b) Regular patent portfolio reviews shall be conducted quarterly to identify new patentable subject matter (c) Patent prosecution shall prioritize: (i) Core technology components with commercial significance (ii) Improvements to existing patented technologies (iii) Strategic defensive positions in competitive markets (d) International patent protection shall be pursued in key markets based on business strategy

4.3 Copyright Protection (a) All software code shall include appropriate copyright notices and ownership declarations (b) Registration shall be pursued for key software components, including: (i) Core algorithmic implementations (ii) User interface designs (iii) Documentation and training materials (c) Documentation shall be marked with confidentiality notices and usage restrictions (d) License management systems shall be implemented to track: (i) Software distribution and usage (ii) Third-party component licenses (iii) Open-source compliance obligations

4.4 Security Measures (a) Technical security controls shall include: (i) Encryption of sensitive data in transit and at rest (ii) Secure development environments with version control (iii) Comprehensive access logging and monitoring systems (iv) Regular security audits and penetration testing (v) Disaster recovery and business continuity measures (b) Administrative

security controls shall include: (i) Documented security policies and procedures (ii) Employee background checks and periodic reviews (iii) Regular compliance reviews and attestations (iv) Incident response protocols and procedures

4.5 Confidentiality Obligations (a) All employees and contractors shall: (i) Sign comprehensive confidentiality agreements (ii) Participate in security awareness training (iii) Report suspected security incidents promptly (b) Information sharing shall be governed by: (i) Need-to-know basis access controls (ii) Data classification guidelines (iii) Information handling procedures (c) Third-party relationships shall be managed through: (i) Non-disclosure agreements (ii) Security requirements in contracts (iii) Regular compliance assessments (iv) Audit rights and obligations

4.6 Compliance and Enforcement (a) Regular audits shall verify compliance with: (i) Security policies and procedures (ii) Regulatory requirements (iii) Contractual obligations (b) Violations shall be addressed through: (i) Documented incident response procedures (ii) Appropriate disciplinary measures (iii) Remediation and prevention planning

5.0 IP USAGE AND LICENSING

5.1 Scope of License (a) The Company may grant limited licenses to use its technology pursuant to separate written agreements. (b) All licenses shall be non-exclusive unless explicitly stated otherwise in writing and authorized by Company officers. (c) Licenses shall specify permitted uses and restrictions with particularity, including: (i) Geographic limitations (ii) Duration of usage rights (iii) Number of authorized users or installations (iv) Specific hardware or software environments (v) Integration permissions with third-party systems (d) Licensees shall maintain detailed records of all authorized implementations and deployments.

5.2 Usage Restrictions (a) Licensees shall not: (i) Reverse engineer, decompile, or disassemble any Company technology (ii) Access, modify, or attempt to derive source code (iii) Create derivative works without express written authorization (iv) Remove, alter, or obscure any proprietary notices (v) Circumvent or disable security measures (vi) Share access credentials or authentication tokens (vii) Exceed authorized usage thresholds (b) Industrial Implementation Limitations: (i) Integration with critical control systems requires prior written approval (ii) Real-time monitoring applications must maintain specified safety protocols (iii) Redundancy requirements must be maintained for fault-tolerant operations (c) Compliance Monitoring: (i) The Company reserves the right to audit usage and implementation (ii) Licensees shall facilitate reasonable inspection requests (iii) Annual compliance reports may be required

5.3 Customer Data Rights (a) Customers retain ownership of their input data, including: (i) Manufacturing process parameters (ii) Equipment performance metrics (iii) Quality control data (iv) Production scheduling information (b) The Company may use customer data to: (i) Provide contracted services and support (ii) Improve its algorithms and models (iii) Generate aggregated insights (iv) Enhance system performance (v) Develop industry benchmarks (c)

Data Protection Requirements: (i) Implementation of specified encryption standards (ii) Secure data transmission protocols (iii) Access control mechanisms (iv) Data retention and disposal procedures (d) All customer data usage shall comply with applicable agreements, laws, and regulations.

5.4 API Access Terms (a) API access shall be subject to: (i) Authentication requirements and security protocols (ii) Rate limiting and usage quotas (iii) Continuous usage monitoring (iv) Technical documentation compliance (v) Performance standards maintenance (b) Integration Requirements: (i) Adherence to specified API versioning (ii) Implementation of error handling protocols (iii) Maintenance of connection security (iv) Regular testing and validation (c) The Company may modify APIs with notice to users, including: (i) Thirty (30) days notice for non-critical changes (ii) Immediate notice for security-related modifications (iii) Ninety (90) days notice for deprecation of features

5.5 Sublicensing and Transfer (a) Sublicensing rights must be explicitly granted in writing (b) Transfer of licenses requires: (i) Written notification to the Company (ii) Execution of transfer documentation (iii) Payment of applicable transfer fees (iv) Assumption of all obligations by transferee (c) The Company reserves the right to reject transfers to competitors

5.6 Term and Termination (a) License duration shall be specified in the agreement (b) Termination may occur upon: (i) Material breach of terms (ii) Failure to maintain compliance requirements (iii) Bankruptcy or insolvency (iv) Unauthorized transfer or assignment (c) Post-termination obligations include: (i) Immediate cessation of use (ii) Return or destruction of materials (iii) Certification of compliance (iv) Continued protection of confidential information

IN WITNESS WHEREOF, the Company has executed this Agreement as of the Effective Date.