

AXISCOREIT GROUP LLC

Operating Agreement

A California Limited Liability Company

ARTICLE I – FORMATION

The Company shall operate as AxisCoreIT Group LLC, a California Limited Liability Company organized under the California Revised Uniform Limited Liability Company Act. The principal office, registered agent, and business operations shall be maintained in accordance with applicable law.

ARTICLE II – PURPOSE

AxisCoreIT Group LLC exists to design, implement, secure, manage, commercialize, and improve technology-driven systems that enable organizations to operate more effectively. Activities may include consulting, operational systems design, AI strategy, business intelligence, cybersecurity, software development, research, product development, intellectual property creation, training, investments, and strategic partnerships.

ARTICLE III – MEMBER

The sole Member is SA Acevedo, holding a 100% ownership interest. Capital contributions may include cash, equipment, software, intellectual property, services, research, documentation, and other assets deemed valuable to Company operations.

ARTICLE IV – COMPANY STRUCTURE

The Company may establish divisions, business units, ventures, subsidiaries, intellectual property portfolios, and future operating entities. Initial divisions include AxisCoreIT Systems, AxisCoreIT Intelligence, AxisCoreIT Security, AxisCoreIT Labs, and AxisCoreIT Ventures.

ARTICLE V – MANAGEMENT

The Company shall be Member-Managed. The Member retains authority to execute contracts, hire personnel, establish partnerships, acquire assets, create subsidiaries, manage finances, and direct strategic initiatives.

ARTICLE VI – INTELLECTUAL PROPERTY

All software, source code, automation frameworks, AI systems, documentation, training materials, research, databases, trademarks, copyrights, methodologies, and future inventions created or acquired by the Company shall remain Company property unless otherwise assigned by written agreement.

ARTICLE VII – PROFITS, LOSSES, AND DISTRIBUTIONS

All profits, losses, credits, deductions, and distributions shall be allocated to the sole Member, subject to applicable law and Company obligations.

ARTICLE VIII – RECORDS AND ACCOUNTING

The Company shall maintain accurate financial, operational, contractual, tax, client, and intellectual property records. The fiscal year shall be the calendar year unless otherwise determined by the Member.

ARTICLE IX – LIABILITY AND INDEMNIFICATION

The Member shall not be personally liable for Company obligations except as required by law. The Company shall indemnify authorized representatives acting in good faith on behalf of the Company.

ARTICLE X – FUTURE GROWTH

The Company may admit additional Members, issue ownership interests, establish affiliates, restructure operations, form subsidiaries, or pursue mergers and acquisitions when beneficial to Company objectives.

ARTICLE XI – DISSOLUTION

The Company may be dissolved by written decision of the Member, sale of substantially all assets, merger, reorganization, or operation of law. Assets shall be distributed according to California law.

ARTICLE XII – AMENDMENTS

This Operating Agreement may be amended at any time by written action of the Member.

MEMBER CERTIFICATION

I, SA Acevedo, as sole Member of AxisCoreIT Group LLC, hereby adopt and execute this Operating Agreement.

SA Acevedo
Sole Member

Date: _____