

INTELLECTUAL PROPERTY ASSIGNMENT AND DISCLOSURE AGREEMENT

CONFIDENTIAL

Adaptive Neural Network Architecture

BETWEEN:

Nexus Intelligent Systems, Inc.
(hereinafter referred to as the "Assignor")

AND

[Counterparty Name]
(hereinafter referred to as the "Assignee")

EFFECTIVE DATE: January 22, 2024

1. DEFINITIONS

1 "Adaptive Neural Network Architecture" shall mean the proprietary machine learning algorithm and associated computational methodology developed by Assignor, specifically designed for predictive maintenance and industrial diagnostic applications, as more fully described in Exhibit A.

2 "Confidential Information" means all technical, financial, and strategic information related to the Adaptive Neural Network Architecture, including but not limited to source code, algorithmic design, performance metrics, and implementation protocols.

3 "Intellectual Property" shall encompass all patents, trade secrets, copyrights, and derivative works associated with the Adaptive Neural Network Architecture.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment

The Assignor hereby irrevocably assigns and transfers to the Assignee all right, title, and interest in the Adaptive Neural Network Architecture, including:

a) All existing and future intellectual property rights

- b) All derivative works and improvements
- c) All associated documentation and implementation methodologies
- d) All revenue streams and licensing potential

2 Representations and Warranties

The Assignor represents and warrants that:

- a) It possesses full legal right to assign the Intellectual Property
- b) The Adaptive Neural Network Architecture is original and does not infringe upon third-party rights
- c) No pending litigation or claims exist related to the technology
- d) All development was conducted by authorized employees within the scope of their employment

3. COMPENSATION

1 In consideration of this assignment, the Assignee shall:

- a) Pay a one-time transfer fee of \$1,250,000
- b) Provide ongoing royalty payments of 3% on net revenue derived from the Adaptive Neural Network Architecture
- c) Grant certain performance-based equity considerations as outlined in the attached Schedule A

4. CONFIDENTIALITY OBLIGATIONS

1 The Assignee agrees to:

- a) Maintain strict confidentiality of all transferred Intellectual Property
- b) Implement robust security protocols to protect the technology
- c) Restrict access to authorized personnel only
- d) Provide quarterly security compliance reports

2 Breach of confidentiality shall result in immediate termination of the agreement and potential legal damages.

5. REPRESENTATIONS AND WARRANTIES

1 Technical Representations

The Assignor represents that the Adaptive Neural Network Architecture:

- a) Demonstrates predictive accuracy exceeding 92% in industrial diagnostic scenarios
- b) Supports multi-domain machine learning adaptation
- c) Includes comprehensive documentation and implementation guides
- d) Has been tested across multiple enterprise environments

6. INDEMNIFICATION

1 The Assignor shall indemnify the Assignee against:

- a) Any third-party intellectual property claims
- b) Potential legal challenges to the technology's originality
- c) Direct and consequential damages arising from undisclosed technological limitations

7. GOVERNING LAW

1 This agreement shall be governed by the laws of the State of Delaware, with exclusive jurisdiction residing in Delaware state courts.

8. EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR SIGNATURE

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

ASSIGNEE SIGNATURE

By:

[Authorized Representative]

Date:

CONFIDENTIAL - SUBJECT TO PROTECTIVE PROVISIONS