

Patent Disclosure and Intellectual Property Assignment Agreement

PARTIES

This Patent Disclosure and Intellectual Property Assignment 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 (the "Company")

and

Dr. Elena Rodriguez, an individual with a primary residence at 742 Innovation Way, Palo Alto, California 94304 (the "Inventor")

RECITALS

WHEREAS, the Company is engaged in the business of developing advanced artificial intelligence and machine learning technologies for enterprise predictive maintenance and digital transformation solutions;

WHEREAS, the Inventor is the primary creator of a novel Machine Learning Inference Engine technology with unique architectural and algorithmic capabilities;

WHEREAS, the Company desires to acquire full intellectual property rights to the Invention described herein;

1. DEFINITIONS

1 "Invention" shall mean the Machine Learning Inference Engine patent, including all associated algorithms, methodological approaches, software implementations, and derivative works, as more fully described in Exhibit A.

2 "Intellectual Property Rights" shall include all patent, copyright, trademark, trade secret, and other proprietary rights associated with the Invention.

2. PATENT DISCLOSURE

1 Complete Disclosure

The Inventor hereby provides a comprehensive technical disclosure of the Machine Learning Inference Engine, including:

- Detailed algorithmic architecture
- Unique predictive modeling approaches
- Computational efficiency mechanisms
- Scalability and performance optimization techniques

2 Technical Specifications

The Invention demonstrates the following key technological innovations:

- a) Adaptive inference processing with sub-10 millisecond latency
- b) Dynamic model compression techniques
- c) Probabilistic error correction mechanisms
- d) Distributed computing optimization for edge and cloud environments

3. INTELLECTUAL PROPERTY ASSIGNMENT

1 Assignment of Rights

The Inventor irrevocably assigns and transfers to the Company all right, title, and interest in and to the Invention, including:

- All existing and future Intellectual Property Rights
- All patent applications and potential derivative patents
- All commercial exploitation rights
- Global intellectual property protections

2 Compensation

In consideration of the intellectual property assignment, the Company agrees to:

- a) Provide a one-time payment of \$250,000
- b) Grant 25,000 restricted stock units vesting over 36 months
- c) Provide ongoing recognition as the primary inventor

4. REPRESENTATIONS AND WARRANTIES

1 Inventor's Representations

The Inventor represents and warrants that:

- The Invention is original and created independently
- No prior conflicting intellectual property claims exist
- The Inventor has full legal capacity to execute this assignment
- All technical disclosures are accurate and complete

2 Company's Representations

The Company represents that it will:

- Pursue patent protection diligently
- Provide appropriate inventor attribution
- Maintain the confidentiality of technical details

5. MISCELLANEOUS PROVISIONS

1 Governing Law

This Agreement shall be governed by the laws of the State of California.

2 Dispute Resolution

Any disputes shall be resolved through binding arbitration in Santa Clara County, California.

3 Entire Agreement

This document constitutes the complete understanding between the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Michael Chen

Chief Technology Officer

INVENTOR

Dr. Elena Rodriguez

Witnessed by:

Sarah Williamson

Chief Strategy Officer