

Intellectual Property Assignment and Confidential Disclosure Agreement

Intelligent Software Interface: Adaptive User Experience Design

PARTIES

This Intellectual Property Assignment and Confidential Disclosure 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 ("Assignor")

AND

The undersigned assignee as specified in the execution block (the "Assignee")

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. has developed proprietary technology related to adaptive user experience design for intelligent software interfaces;

WHEREAS, the technology represents a critical intellectual asset with significant commercial potential in enterprise AI services and predictive analytics;

WHEREAS, the parties desire to formalize the terms of intellectual property transfer and maintain strict confidentiality;

1. DEFINITIONS

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, source code, design specifications, algorithmic frameworks, and related documentation pertaining to the Adaptive User Experience Design technology.

2 "Confidential Information" shall include all technical, financial, strategic, and operational information disclosed during the course of this Agreement, whether in written, electronic, or oral form.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Transfer

Assignor hereby irrevocably assigns and transfers to Assignee all right, title, and interest in the

Intellectual Property, including:

- All existing and future patent rights
- Source code and implementation details
- Design methodology and algorithmic frameworks
- User experience interaction models
- Machine learning adaptation protocols

2 Scope of Rights

The assignment includes worldwide rights to:

- (a) Reproduce the Intellectual Property
- (b) Create derivative works
- (c) Distribute and commercialize the technology
- (d) Modify and enhance the existing design frameworks

3. CONFIDENTIALITY PROVISIONS

1 Confidentiality Obligations

Both parties agree to:

- Maintain strict confidentiality of all disclosed information
- Implement reasonable security measures
- Limit access to Confidential Information
- Prevent unauthorized reproduction or distribution

2 Exclusions

Confidentiality obligations shall not apply to information that:

- (a) Was publicly available prior to disclosure
- (b) Is independently developed without use of Confidential Information
- (c) Is received from a third party without breach of confidentiality obligations

4. REPRESENTATIONS AND WARRANTIES

1 Assignor warrants that:

- It possesses full legal right to assign the Intellectual Property
- No prior agreements restrict this transfer

- The Intellectual Property is original and does not infringe existing rights

2 Assignee acknowledges:

- Complete understanding of the transferred technology
- Acceptance of associated risks and limitations

5. GOVERNING LAW

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

6. MISCELLANEOUS

1 This Agreement constitutes the entire understanding between the parties.

2 Modifications must be in writing and executed by authorized representatives.

EXECUTION BLOCK

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE SIGNATURE:

Date of Execution: January 22, 2024