INTELLECTUAL PROPERTY ASSIGNMENT AND DISCLOSURE AGREEMENT

PARTIES

This Intellectual Property Assignment and 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 (the "Company")

AND

The undersigned inventor(s) and developer(s) listed in Exhibit A (individually and collectively referred to as the "Inventor(s)")

RECITALS

WHEREAS, the Company is engaged in the development of advanced machine learning models for anomaly detection systems in industrial and enterprise environments;

WHEREAS, the Inventors have developed proprietary algorithms and methodological approaches integral to the Company's core intellectual property;

WHEREAS, the parties desire to formalize the ownership, assignment, and disclosure terms related to the Machine Learning Model for Anomaly Detection Systems;

1. DEFINITIONS

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, copyrights, source code, algorithms, methodological approaches, and derivative works related to the Machine Learning Model for Anomaly Detection Systems.

2 "Confidential Information" shall include all technical specifications, performance metrics, training data sets, model architectures, and proprietary implementation details associated with the Intellectual Property.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment. The Inventors hereby irrevocably assign and transfer to the Company all right, title, and interest in the Intellectual Property, including:

a) All worldwide patent rights

b) Copyright interests

c) Trade secret protections

d) All derivative and future iterations of the technology

e) Any and all economic rights associated with the Intellectual Property

2 Scope of Assignment. The assignment includes all present and future iterations of the Machine Learning Model for Anomaly Detection Systems, including but not limited to:

a) Predictive maintenance algorithms

b) Anomaly detection methodologies

c) Machine learning model architectures

d) Training and validation data sets

e) Performance optimization techniques

3. INVENTOR REPRESENTATIONS AND WARRANTIES

1 Original Work. The Inventors represent and warrant that:

a) The Intellectual Property constitutes original work

b) No third-party rights encumber the technology

c) The Inventors have full legal capacity to make this assignment

d) The technology does not infringe upon any existing patents or proprietary systems

2 Disclosure Obligations. The Inventors agree to:

a) Fully disclose all technical details

b) Cooperate in patent prosecution

c) Assist in potential future litigation related to the Intellectual Property

d) Maintain comprehensive documentation of the development process

4. COMPENSATION AND RECOGNITION

1 Compensation. In consideration of this assignment, the Company shall:

a) Provide a one-time payment of $75,000 to be distributed among the Inventors

b) Grant stock options subject to the Company's equity compensation plan

c) Provide ongoing recognition in technical publications and patent filings

5. CONFIDENTIALITY

1 Strict Confidentiality. The Inventors agree to:

a) Maintain absolute confidentiality of all Company information

b) Not disclose technical details to any third parties

c) Protect trade secrets in perpetuity

d) Return all Company materials upon request

6. MISCELLANEOUS PROVISIONS

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

2 Entire Agreement. This document represents the complete understanding between the parties.

3 Modifications. Any modifications must be in writing and signed by authorized representatives.

SIGNATURE BLOCK

EXECUTED as of the date first written above:

For Nexus Intelligent Systems, Inc.:

Dr. Elena Rodriguez

Chief Executive Officer

Inventors:

[Primary Inventor Signature]

[Secondary Inventor Signature]

Witnessed by:

Corporate Legal Counsel