

INTELLECTUAL PROPERTY DISCLOSURE AND ASSIGNMENT AGREEMENT

PARTIES

This Intellectual Property Disclosure and 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, Austin, Texas 78758 (the "Company")

AND

Dr. Elena Rodriguez, an individual inventor and Chief Executive Officer (the "Inventor")

RECITALS

WHEREAS, the Inventor has developed a novel software invention known as the "Adaptive Reasoning System" (the "Invention");

WHEREAS, the Invention represents a breakthrough in artificial intelligence-driven predictive analytics with potential applications in industrial maintenance and enterprise digital transformation;

WHEREAS, the Company desires to acquire full ownership and intellectual property rights to the Invention;

1. DEFINITIONS

1 "Invention" shall mean the Adaptive Reasoning System, a machine learning algorithm capable of dynamic predictive modeling and autonomous diagnostic reasoning across complex industrial systems.

2 "Intellectual Property Rights" shall include all patents, patent applications, trade secrets, copyrights, and related intellectual property protections associated with the Invention.

3 "Confidential Information" shall mean all technical, scientific, and commercial information related to the Invention's design, methodology, and potential applications.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment. The Inventor hereby irrevocably assigns and transfers to the Company all right, title, and interest in and to the Invention, including:

- a) All existing and future Intellectual Property Rights
- b) All derivative works and improvements
- c) All economic rights and potential commercial applications
- d) All documentation, source code, and technical specifications

2 Scope of Assignment. The assignment includes worldwide rights in all jurisdictions, perpetual and irrevocable, with no additional compensation beyond the terms specified herein.

3. INVENTOR REPRESENTATIONS AND WARRANTIES

1 The Inventor represents and warrants that:

- a) They are the sole and original creator of the Invention
- b) The Invention is original and does not infringe on any existing intellectual property
- c) They have full legal capacity to execute this assignment
- d) No prior agreements restrict the transfer of these rights

2 The Inventor agrees to:

- a) Cooperate fully in patent prosecution
- b) Execute additional documents as required
- c) Maintain strict confidentiality regarding the Invention
- d) Assist in potential future refinements and commercialization efforts

4. COMPENSATION AND CONSIDERATION

1 In consideration of this assignment, the Company agrees to:

- a) Grant the Inventor a one-time payment of \$250,000
- b) Provide a 0.5% equity stake in Nexus Intelligent Systems, Inc.
- c) Acknowledge the Inventor's contribution in future patent filings
- d) Offer potential future consulting opportunities related to the Invention

5. CONFIDENTIALITY

1 The Inventor shall maintain strict confidentiality regarding the Invention, the Company's business, and all related technical information.

2 This confidentiality obligation survives the termination of this Agreement indefinitely.

6. GOVERNING LAW

1 This Agreement shall be governed by the laws of the State of Delaware.

2 Any disputes shall be resolved through binding arbitration in Austin, Texas.

7. MISCELLANEOUS PROVISIONS

1 This Agreement constitutes the entire understanding between the parties.

2 Modifications must be in writing and signed by both parties.

3 If any provision is found invalid, the remaining provisions shall remain in full force.

SIGNATURES

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

Dr. Elena Rodriguez

Inventor

Michael Chen

Chief Technology Officer

Nexus Intelligent Systems, Inc.

Sarah Williamson

Chief Strategy Officer

Nexus Intelligent Systems, Inc.