INTELLECTUAL PROPERTY ASSIGNMENT AND DISCLOSURE AGREEMENT

CONFIDENTIAL

Machine Learning Interpretability Method

BY AND BETWEEN:

Nexus Intelligent Systems, Inc., a Delaware corporation ("Assignor")

and

The Assignee as designated herein ("Assignee")

EFFECTIVE DATE: January 22, 2024

1. DEFINITIONS

1 "Interpretability Method" shall mean the proprietary machine learning algorithmic approach developed by Assignor for generating transparent, explainable AI diagnostic outputs, specifically relating to predictive maintenance analytics.

2 "Confidential Information" means all technical, financial, and strategic information related to the Interpretability Method, including but not limited to source code, algorithmic design, performance metrics, and underlying computational models.

3 "Intellectual Property Rights" means all patents, patent applications, trade secrets, copyrights, trademarks, and other proprietary rights associated with the Interpretability Method.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 **Complete Assignment**. Assignor hereby irrevocably assigns and transfers to Assignee all right, title, and interest in the Interpretability Method, including:

a) All existing and future Intellectual Property Rights

b) All derivative works and improvements

c) All associated documentation, research materials, and implementation specifications

d) All economic rights and potential future revenue streams derived from the technology

2 **Scope of Assignment**. The assignment encompasses global rights across all technological platforms, industries, and potential application domains, with no geographical or temporal limitations.

3. REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

a) It possesses full legal authority to assign the Interpretability Method

b) The method is original and does not infringe upon third-party intellectual property rights

c) No prior agreements restrict the complete transfer of rights

d) All development was conducted by authorized Assignor personnel using company resources

2 Assignor guarantees that the Interpretability Method:

a) Represents a novel approach to machine learning transparency

b) Has demonstrable utility in enterprise predictive maintenance contexts

c) Meets current industry standards for algorithmic explainability

d) Has been rigorously tested across multiple computational environments

4. CONFIDENTIALITY PROVISIONS

1 Both parties agree to maintain strict confidentiality regarding the technical specifications of the Interpretability Method.

2 Assignee shall implement robust security protocols to prevent unauthorized disclosure or reverse engineering.

3 Unauthorized disclosure shall result in immediate legal remedies, including potential injunctive relief and monetary damages.

5. COMPENSATION

1 In consideration of this assignment, Assignee shall provide:
- Upfront payment of $750,000
- Potential future royalties based on commercial implementation
- Ongoing research collaboration opportunities

6. GOVERNING LAW

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

7. MISCELLANEOUS PROVISIONS

1 **Entire Agreement**. This document constitutes the complete understanding between parties, superseding all prior negotiations and agreements.

2 **Severability**. If any provision is deemed invalid, the remaining provisions shall remain fully enforceable.

3 **Successors and Assigns**. This agreement binds and benefits the respective successors and permitted assigns of both parties.

8. EXECUTION

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE

By:

[Authorized Signatory]

Confidential - Subject to Protective Provisions