

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

## CONFIDENTIAL DOCUMENT

### Software Invention: Autonomous Decision Protocol

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is executed on January 22, 2024, by and between:

ASSIGNOR: Dr. Elena Rodriguez, an individual with principal residence at [REDACTED], hereinafter referred to as "Inventor"

ASSIGNEE: Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, CA 95134, hereinafter referred to as "Company"

## RECITALS

WHEREAS, the Inventor has developed a novel software invention titled "Autonomous Decision Protocol" (the "Invention") during their employment with Nexus Intelligent Systems, Inc.;

WHEREAS, the Invention represents a breakthrough in predictive analytics and machine learning diagnostic tools;

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

## DEFINITIONS

1 "Invention" shall mean the proprietary software algorithm and associated methodological framework for autonomous decision-making in enterprise predictive maintenance systems, as more fully described in Exhibit A.

2 "Intellectual Property Rights" shall include all patents, copyrights, trade secrets, and associated derivative rights related to the Invention.

## ASSIGNMENT OF RIGHTS

### 1 Complete Assignment

The Inventor hereby irrevocably assigns and transfers to the Company all right, title, and interest in

and to the Invention, including but not limited to:

- All worldwide patent rights
- Copyright interests
- Trade secret protections
- Derivative work rights
- Commercial exploitation rights

## 2 Scope of Assignment

The assignment includes all present and future iterations, modifications, and implementations of the Autonomous Decision Protocol, regardless of technological platform or specific application domain.

## **INVENTOR REPRESENTATIONS**

### 1 Original Work

The Inventor represents and warrants that:

- The Invention is entirely original
- No third-party intellectual property has been incorporated without proper licensing
- The Inventor has full legal capacity to make this assignment

### 2 No Encumbrances

The Inventor certifies that the Invention is free from any liens, claims, or competing ownership interests.

## **COMPENSATION**

### 1 Consideration

In consideration of this assignment, the Company agrees to:

- Issue 5,000 restricted stock units
- Provide a one-time cash payment of \$250,000
- Grant a perpetual royalty of 0.5% on net revenues directly attributable to the Invention

## **CONFIDENTIALITY**

### 1 Ongoing Obligations

The Inventor agrees to maintain strict confidentiality regarding the Invention and any related

proprietary information, both during and after employment with the Company.

## **GOVERNING LAW**

### **1 Jurisdiction**

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

## **MISCELLANEOUS PROVISIONS**

### **1 Entire Agreement**

This document constitutes the complete and exclusive understanding between the parties, superseding all prior negotiations and agreements.

### **2 Amendments**

Any modifications must be executed in writing and signed by authorized representatives of both parties.

## **SIGNATURES**

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

INVENTOR:

Dr. Elena Rodriguez

Date: January 22, 2024

ASSIGNEE:

Michael Chen, Chief Technology Officer

Nexus Intelligent Systems, Inc.

Date: January 22, 2024

Witnessed By:

Sarah Williamson, Chief Strategy Officer

Date: January 22, 2024