INTELLECTUAL PROPERTY DISCLOSURE AND ASSIGNMENT

AGREEMENT

CONFIDENTIAL

Contextual Machine Learning Optimization Software Invention

BETWEEN:

Nexus Intelligent Systems, Inc.

a Delaware corporation ("Assignor")

AND:

The Inventors Named Herein ("Assignees")

EFFECTIVE DATE: January 22, 2024

1. DEFINITIONS

1 "Invention" shall mean the proprietary contextual machine learning optimization software

technology, including all source code, algorithms, architectural designs, and derivative works,

developed by the named inventors.

2 "Confidential Information" means all technical, financial, and strategic information related to the

Invention, including but not limited to design specifications, performance metrics, and potential

commercial applications.

3 "Intellectual Property Rights" shall encompass all patent, copyright, trade secret, and related rights

associated with the Invention across all jurisdictions.

2. INVENTION DISCLOSURE

1 Description of Invention

The Invention represents a novel machine learning optimization framework designed to dynamically

adapt predictive maintenance algorithms in industrial environments. Key technological innovations

include:

a) Contextual adaptation mechanisms

- b) Real-time performance calibration
- c) Multi-domain inference optimization
- d) Adaptive learning rate modulation

2 Technical Specifications

- Primary Application Domain: Predictive Maintenance
- Core Technology: Contextual Machine Learning
- Computational Complexity: O(n log n) adaptive learning model
- Scalability: Enterprise-grade, multi-tenant architecture

3. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment

The Assignees hereby irrevocably assign and transfer to Nexus Intelligent Systems, Inc. all right, title, and interest in the Invention, including:

- a) All worldwide patent, copyright, and trade secret rights
- b) All derivative works and future improvements
- c) All economic rights and potential licensing opportunities

2 Ownership Confirmation

The Assignees acknowledge that the Invention was conceived and developed:

- During their employment with Nexus Intelligent Systems, Inc.
- Utilizing company resources and infrastructure
- Within the scope of their professional responsibilities

4. COMPENSATION AND RECOGNITION

1 Inventor Compensation

In consideration of the Intellectual Property Assignment, the Assignees shall receive:

- One-time cash bonus of \$75,000
- Equity grant of 0.25% company stock options
- Continued recognition in patent documentation

2 Future Royalties

Any future commercialization revenues exceeding \$5,000,000 shall trigger an additional 1% royalty pool distributed among the named inventors.

5. CONFIDENTIALITY OBLIGATIONS

1 Perpetual Confidentiality

The Assignees agree to maintain strict confidentiality regarding the Invention, with obligations continuing indefinitely beyond their employment.

2 Non-Disclosure Restrictions

Assignees are expressly prohibited from:

- Sharing technical details with third parties
- Developing competing technologies
- Utilizing Invention concepts in alternative commercial contexts

6. REPRESENTATIONS AND WARRANTIES

1 Inventor Representations

Each Assignee represents and warrants that:

- They are the sole and original creators of the Invention
- No third-party claims exist against the Intellectual Property
- The Invention does not infringe existing patents or copyrights

7. GOVERNING LAW

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

8. EXECUTION

IN WITNESS WHEREOF, the parties execute this Intellectual Property Disclosure and Assignment Agreement.

ASSIGNOR SIGNATURE

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

ASSIGNEE SIGNATURES

[Signature Blocks for Individual Inventors]