

SOFTWARE INVENTION: ADAPTIVE LEARNING INTERFACE

PATENT

PATENT DISCLOSURE AND ASSIGNMENT AGREEMENT

PARTIES

This Patent Disclosure and Assignment Agreement ("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 ("Assignor")

AND

THE INVENTORS: Dr. Elena Rodriguez and Michael Chen (collectively, "Inventors")

RECITALS

WHEREAS, Assignor is an enterprise artificial intelligence services company specializing in predictive analytics and intelligent automation technologies;

WHEREAS, the Inventors have developed a novel Adaptive Learning Interface technology with unique machine learning capabilities;

WHEREAS, the Inventors desire to assign all intellectual property rights associated with this invention to Assignor;

1. DEFINITIONS

1 "Adaptive Learning Interface" shall mean the proprietary software algorithm capable of dynamically reconfiguring user interaction models based on real-time machine learning insights.

2 "Invention" refers to the specific software methodology developed by the Inventors, including all associated source code, architectural designs, and implementation strategies.

3 "Intellectual Property Rights" encompasses all patent, copyright, trade secret, and related legal protections applicable to the Invention.

2. PATENT DISCLOSURE

1 Technical Description

The Adaptive Learning Interface represents a breakthrough in predictive user experience technologies, characterized by:

- Dynamic algorithmic reconfiguration of interaction protocols
- Real-time machine learning model adjustment
- Contextual user experience optimization
- Minimal computational overhead

2 Unique Technical Characteristics

- Proprietary machine learning architecture
- Advanced predictive modeling capabilities
- Scalable across multiple enterprise technology platforms
- Demonstrable performance improvements in user engagement metrics

3. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment

The Inventors hereby irrevocably assign and transfer to Assignor all right, title, and interest in the Invention, including:

- All existing and future patent rights
- Worldwide patent filing capabilities
- Derivative work development rights
- Commercial exploitation permissions

2 Inventor Representations

The Inventors warrant and represent that:

- They are the sole and original creators of the Invention
- No prior conflicting intellectual property claims exist
- The Invention represents original and novel technological development

4. COMPENSATION AND RECOGNITION

1 Inventor Compensation

In consideration of the intellectual property assignment, Assignor shall provide:

- One-time payment of \$250,000 to be divided equally between Inventors

- Potential future performance-based equity grants
- Named inventorship on all patent filings

2 Ongoing Acknowledgment

Assignor commits to maintaining the Inventors' named inventorship in all patent documentation and related corporate communications.

5. CONFIDENTIALITY

1 Strict Confidentiality

Both parties agree to maintain absolute confidentiality regarding the Invention's technical specifications, preventing unauthorized disclosure.

2 Non-Disclosure Obligations

Inventors shall execute separate non-disclosure agreements reinforcing confidentiality commitments.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

7. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Patent Disclosure and Assignment Agreement as of the date first above written.

SIGNATURES

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

INVENTORS:

Dr. Elena Rodriguez

Michael Chen