

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

## CONFIDENTIAL

### Machine Learning Model Compression Technique

#### BY AND BETWEEN:

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

and

[Counterparty Name], a [State of Incorporation] corporation ("Assignee")

**EFFECTIVE DATE: January 22, 2024**

#### RECITALS

WHEREAS, Assignor is the owner of certain proprietary machine learning model compression technology developed by its research and development team;

WHEREAS, the Machine Learning Model Compression Technique represents a significant technological innovation with potential commercial applications in enterprise AI services and predictive analytics;

WHEREAS, Assignor desires to assign all intellectual property rights associated with said technology to Assignee;

#### 1. DEFINITIONS

1 "Compression Technique" shall mean the proprietary machine learning algorithm and associated methodological approach for reducing computational complexity and storage requirements of neural network models, as more fully described in Exhibit A.

2 "Intellectual Property Rights" shall include all patents, patent applications, trade secrets, copyrights, and related technical documentation associated with the Compression Technique.

#### 2. ASSIGNMENT OF INTELLECTUAL PROPERTY

1 **\*\*Complete Assignment\*\***. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Compression Technique, including:

- a) All existing and future intellectual property rights
- b) All derivative works and improvements
- c) All associated research, development, and implementation documentation
- d) All commercial rights and potential licensing opportunities

2 **\*\*Representations and Warranties\*\***. Assignor represents and warrants that:

- a) It is the sole and exclusive owner of the Compression Technique
- b) The Compression Technique is original and does not infringe upon any third-party intellectual property rights
- c) No prior agreements restrict the transfer of these intellectual property rights
- d) All inventors and developers have executed appropriate assignment and confidentiality agreements

### **3. CONSIDERATION**

1 In consideration for this assignment, Assignee shall:

- a) Pay Assignor a one-time transfer fee of \$750,000
- b) Provide ongoing royalty payments of 3% on net revenue derived from commercial applications of the Compression Technique
- c) Acknowledge Assignor's original development of the technology in all future commercial documentation

### **4. CONFIDENTIALITY**

1 Both parties agree to maintain strict confidentiality regarding the technical details of the Compression Technique, with confidentiality obligations surviving this agreement's termination for a period of ten (10) years.

### **5. REPRESENTATIONS AND WARRANTIES**

1 **\*\*Technology Representation\*\***. Assignor represents that the Compression Technique:

- a) Achieves minimum 40% model size reduction
- b) Maintains predictive accuracy within 95% of original model performance
- c) Is compatible with major machine learning frameworks including TensorFlow and PyTorch

2 **\*\*Performance Guarantee\*\***. Assignor provides a limited performance warranty for twelve (12) months from the effective date.

## **6. MISCELLANEOUS PROVISIONS**

1 **\*\*Governing Law\*\***. This agreement shall be governed by the laws of the State of Delaware.

2 **\*\*Dispute Resolution\*\***. Any disputes shall be resolved through binding arbitration in Delaware, with arbitration costs shared equally.

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

## **7. SIGNATURES**

IN WITNESS WHEREOF, the parties execute this Intellectual Property Assignment Agreement:

**NEXUS INTELLIGENT SYSTEMS, INC.**

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

**[ASSIGNEE]**

**By:**

[Authorized Signatory]

[Title]

**Date:**

**EXHIBIT A: TECHNICAL SPECIFICATION (Referenced but not fully included in this document)**