

# INTELLECTUAL PROPERTY ASSIGNMENT AND DISCLOSURE AGREEMENT

## PARTIES

This Intellectual Property Assignment and Disclosure Agreement (the "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 (hereinafter referred to as the "Company")

AND

Dr. Elena Rodriguez, an individual inventor and Chief Executive Officer (hereinafter referred to as the "Inventor")

## RECITALS

WHEREAS, the Company is engaged in the development of advanced predictive analytics frameworks and enterprise AI solutions;

WHEREAS, the Inventor has developed a novel Predictive Analytics Framework with unique algorithmic capabilities for industrial predictive maintenance;

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

## 1. DEFINITIONS

1 "Invention" shall mean the proprietary predictive analytics software framework developed by the Inventor, specifically encompassing the machine learning diagnostic algorithms and associated methodological approaches for industrial predictive maintenance.

2 "Confidential Information" shall include all technical specifications, source code, algorithmic designs, performance metrics, and derivative works related to the Invention.

## 2. INTELLECTUAL PROPERTY ASSIGNMENT

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:

- a) All patent rights
- b) Copyright interests
- c) Trade secret protections
- d) Derivative work rights
- e) Any and all intellectual property claims associated with the Invention

2 Global Jurisdiction. The assignment shall be valid and enforceable in all jurisdictions worldwide, with no geographical limitations on intellectual property protection.

### **3. COMPENSATION AND CONSIDERATION**

1 In consideration for the complete intellectual property assignment, the Company agrees to:

- a) Issue 5,000 restricted stock units vesting over 36 months
- b) Provide a one-time cash payment of \$250,000
- c) Grant a perpetual royalty of 1.5% on net revenues directly attributable to commercial implementations of the Invention

### **4. REPRESENTATIONS AND WARRANTIES**

1 The Inventor represents and warrants that:

- a) They are the sole and original creator of the Invention
- b) The Invention is original and does not infringe on existing intellectual property
- c) No prior agreements restrict the transfer of these intellectual property rights

2 The Company represents that it will:

- a) Provide appropriate attribution to the Inventor in technical documentation
- b) Maintain the confidentiality of the Invention's underlying methodologies
- c) Pursue reasonable patent protections for the Invention

### **5. CONFIDENTIALITY**

1 Both parties agree to maintain strict confidentiality regarding the Invention's technical details,

implementation strategies, and performance characteristics.

2 Confidentiality obligations shall survive the termination of this Agreement for a period of ten (10) years.

## **6. GOVERNING LAW**

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

2 Any disputes arising from this Agreement shall be resolved through binding arbitration in Travis County, Texas.

## **7. MISCELLANEOUS**

1 This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and representations.

2 Amendments must be made in writing and signed by authorized representatives of both parties.

## **SIGNATURE PAGE**

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

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Michael Chen

Chief Technology Officer

INVENTOR

Dr. Elena Rodriguez

**Witnessed by:**

Sarah Williamson

Chief Strategy Officer