

Intellectual Property Assignment and Architectural Disclosure Agreement

CONFIDENTIAL DOCUMENT

Nexus Intelligent Systems, Inc.

AI-Driven Decision Support System Architecture

PARTIES

This Intellectual Property Assignment and Architectural Disclosure Agreement (the "Agreement") is executed on January 22, 2024, by and between:

Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 (hereinafter "Assignor")

AND

[Counterparty Name], a [State of Incorporation] corporation with principal offices at [Address] (hereinafter "Assignee")

1. DEFINITIONS

1 "Proprietary Technology" shall mean the comprehensive architectural design, algorithmic frameworks, and technical specifications related to the AI-Driven Decision Support System, including but not limited to:

- a) Machine learning model architectures
- b) Predictive analytics algorithms
- c) Data processing and inference frameworks
- d) User interaction and interface design protocols

2 "Confidential Information" means all technical, strategic, and operational information disclosed pursuant to this Agreement, whether in written, electronic, or oral form.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment

Assignor hereby irrevocably assigns and transfers to Assignee all right, title, and interest in the Proprietary Technology, including:

- a) All patent, copyright, and trade secret rights
- b) Derivative work development rights
- c) Worldwide exploitation and commercialization rights
- d) Full economic and moral rights associated with the technology

2 Scope of Assignment

The assignment encompasses:

- Existing architectural designs
- Future iterations and improvements
- Associated documentation and technical specifications
- Source code and implementation methodologies

3. REPRESENTATIONS AND WARRANTIES

1 Technology Representations

Assignor represents and warrants that:

- a) It possesses full legal right to assign the Proprietary Technology
- b) No prior encumbrances exist limiting transfer
- c) The technology is original and does not infringe third-party intellectual property rights
- d) All necessary development approvals have been obtained

2 Ownership Confirmation

Assignor confirms that:

- All technology was developed internally
- No external consultants retain residual rights
- All employee and contractor agreements include comprehensive IP assignment clauses

4. CONFIDENTIALITY PROVISIONS

1 Confidentiality Obligations

Both parties agree to:

- a) Maintain strict confidentiality of disclosed information
- b) Implement robust security protocols
- c) Limit access to authorized personnel

d) Prevent unauthorized reproduction or distribution

2 Duration of Confidentiality

Confidentiality obligations shall persist for ten (10) years following document execution, regardless of assignment completion.

5. COMPENSATION

1 Consideration

In consideration of the complete IP assignment, Assignee shall provide:

- a) Immediate cash payment of \$2,750,000
- b) Potential future performance-based royalties
- c) Ongoing technology development collaboration rights

6. GOVERNING LAW AND JURISDICTION

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

7. EXECUTION

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[ASSIGNEE COMPANY]

By:

[Authorized Signatory Name]

[Title]

WITNESS

[Witness Name]

Date: January 22, 2024