

# INTELLECTUAL PROPERTY ASSIGNMENT AND TECHNOLOGY TRANSFER AGREEMENT

## PREAMBLE

This Intellectual Property Assignment and Technology Transfer 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 referred to as "Assignor").

## RECITALS

WHEREAS, Assignor has developed a proprietary Dynamic Neural Network Adaptation Method (the "Intellectual Property") through substantial research and development efforts;

WHEREAS, the Intellectual Property represents a novel approach to machine learning model recalibration with specific applications in predictive maintenance and industrial diagnostics;

WHEREAS, Assignor desires to formalize the legal rights and transfer mechanisms associated with said Intellectual Property;

## DEFINITIONS

1 "Intellectual Property" shall mean the patentable neural network adaptation methodology, including but not limited to algorithmic processes, computational models, and associated technical documentation developed by Assignor's research team.

2 "Adaptation Method" refers to the specific machine learning technique enabling dynamic recalibration of predictive models in real-time industrial environments.

3 "Transfer" means the complete assignment of all rights, titles, and interests in the Intellectual Property.

## ASSIGNMENT OF RIGHTS

### 1 Complete Transfer

Assignor hereby irrevocably transfers and assigns to the assignee all right, title, and interest in the Intellectual Property, including:

- All patent rights
- Copyright interests
- Trade secret protections
- Derivative work rights
- Global intellectual property claims

## 2 Scope of Transfer

The transfer encompasses all present and future iterations of the Adaptation Method, including:

- a) Source code
- b) Algorithmic design documentation
- c) Experimental research materials
- d) Performance metrics and validation datasets

## **REPRESENTATIONS AND WARRANTIES**

1 Assignor represents and warrants that:

- The Intellectual Property is original and created by Assignor's employees
- No third-party claims exist against the Intellectual Property
- All necessary development approvals have been obtained
- The Adaptation Method represents a novel technological approach

2 Assignor confirms full legal capacity to execute this transfer, with all corporate authorizations properly obtained.

## **CONFIDENTIALITY PROVISIONS**

1 Both parties acknowledge the sensitive nature of the Intellectual Property and agree to maintain strict confidentiality.

2 Assignor shall provide comprehensive technical documentation supporting the Adaptation Method, including:

- Algorithmic design specifications
- Performance benchmark data
- Implementation guidelines
- Potential limitation frameworks

## **COMPENSATION AND CONSIDERATION**

1 The consideration for this transfer shall be deemed satisfied through existing corporate arrangements and prior research investments.

2 No additional monetary compensation is required beyond the existing corporate relationship.

## **GOVERNING LAW AND JURISDICTION**

1 This Agreement shall be governed by the laws of the State of California.

2 Any disputes arising from this transfer shall be resolved through binding arbitration in Santa Clara County, California.

## **EXECUTION**

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

### **ASSIGNOR SIGNATURE**

Nexus Intelligent Systems, Inc.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

### **WITNESS**

Michael Chen

Chief Technology Officer

## **CONFIDENTIALITY LEGEND**

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