SOFTWARE DEVELOPMENT AND CUSTOMIZATION CONTRACT

PARTIES

This Software Development and Customization Contract (the "Agreement") is entered into as of January 22, 2024 (the "Effective Date") by and between:

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

AND

[Vendor Name], a [State of Incorporation] corporation with principal offices at [Full Address] ("Developer")

RECITALS

WHEREAS, Client requires specialized software development services for its enterprise AI predictive maintenance platform;

WHEREAS, Developer possesses the technical expertise and capabilities to provide custom software development services;

WHEREAS, the parties desire to establish the terms and conditions governing the development of specific software solutions;

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

1. DEFINITIONS

1 "Deliverables" shall mean all software, documentation, source code, and related materials developed by Developer pursuant to this Agreement.

2 "Customization Services" shall mean the specific software development and modification services outlined in Exhibit A.

3 "Intellectual Property Rights" shall include all patents, copyrights, trade secrets, and other proprietary rights associated with the developed software.

2. SCOPE OF SERVICES

1 **Project Overview**

Developer shall provide comprehensive software development and customization services for Client's predictive maintenance platform, focusing on:

- Advanced machine learning diagnostic tool integration

- Enterprise-grade data processing modules

- Real-time analytics infrastructure

- Scalable cloud-based deployment frameworks

2 **Specific Deliverables**

Developer shall create and deliver:

a) Fully customized software architecture

b) Comprehensive source code

c) Detailed technical documentation

d) Integration support and implementation guidance

3. DEVELOPMENT TIMELINE

1 The total project development period shall be twelve (12) months from the Effective Date, with the following key milestones:

- Phase 1 (Months 1-3): Requirements gathering and initial design

- Phase 2 (Months 4-7): Core development and initial testing

- Phase 3 (Months 8-10): Advanced customization and integration

- Phase 4 (Months 11-12): Final testing, documentation, and deployment support

4. COMPENSATION

1 **Total Contract Value**

The total contract value shall be $1,250,000, structured as follows:

- Initial design and requirements phase: $175,000

- Core development milestone: $375,000

- Advanced customization milestone: $425,000

-      Final deployment and support: $275,000

2 **Payment Schedule**

Payments shall be made upon successful completion of each project milestone, subject to Client's acceptance of Deliverables.

5. INTELLECTUAL PROPERTY RIGHTS

1 Client shall retain full ownership of all Deliverables, including source code, documentation, and associated intellectual property rights.

2 Developer assigns and transfers all rights, title, and interest in the Deliverables to Client, including all derivative works and modifications.

6. CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding all proprietary information exchanged during the project.

2 Confidentiality obligations shall survive the termination of this Agreement for a period of five (5) years.

7. WARRANTY AND MAINTENANCE

1 Developer warrants that all Deliverables shall:
-      Conform to specifications outlined in Exhibit A
-      Be free from material defects
-      Operate consistently with documented performance standards

2 Developer shall provide twelve (12) months of post-deployment technical support and maintenance.

8. TERMINATION

1 Either party may terminate this Agreement with sixty (60) days written notice.

2 In the event of termination, Client shall compensate Developer for completed Deliverables and approved work-in-progress.

9. GOVERNING LAW

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

10. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[Developer Name]

By:

[Authorized Signatory]

[Title]