

# ARTIFICIAL INTELLIGENCE SOLUTION IMPLEMENTATION AGREEMENT

## PARTIES

This Artificial Intelligence Solution Implementation Agreement (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 ("Provider")

AND

[CLIENT NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Client")

## RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. develops advanced artificial intelligence solutions for enterprise predictive maintenance and digital transformation;

WHEREAS, Client desires to implement a comprehensive AI-powered diagnostic and predictive maintenance platform;

WHEREAS, Provider possesses the technological capabilities and expertise to design, implement, and support such enterprise AI solutions;

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

## 1. DEFINITIONS

1 "AI Solution" shall mean the proprietary machine learning platform developed by Provider for predictive maintenance and operational diagnostics.

2 "Confidential Information" shall include all technical, financial, and operational data exchanged during the implementation process.

3 "Implementation Period" shall mean the twelve (12) month period commencing on the Effective Date.

## **2. SCOPE OF SERVICES**

### **1 Platform Implementation**

Provider shall:

- a) Design a customized AI solution tailored to Client's specific industrial infrastructure
- b) Configure predictive maintenance algorithms
- c) Integrate with existing Client enterprise systems
- d) Provide comprehensive training and knowledge transfer

### **2 Technical Specifications**

The AI Solution shall include:

- Predictive maintenance diagnostic tools
- Real-time operational performance monitoring
- Machine learning anomaly detection
- Comprehensive reporting dashboard
- Scalable cloud-based infrastructure

## **3. IMPLEMENTATION TIMELINE**

### **1 Project Phases**

- Phase 1: Requirements Analysis (60 days)
- Phase 2: System Design and Configuration (90 days)
- Phase 3: Integration and Testing (120 days)
- Phase 4: Deployment and Training (90 days)

### **2 Milestone Deliverables**

Provider shall provide detailed milestone reports documenting progress, challenges, and system performance metrics.

## **4. COMPENSATION**

### **1 Total Contract Value**

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

- Initial Implementation Fee: \$750,000

- Annual Subscription Fee: \$500,000

## 2 Payment Schedule

- 25% upon contract execution
- 25% upon completion of system design
- 25% upon successful integration testing
- 25% upon final system acceptance

## 5. INTELLECTUAL PROPERTY

### 1 Ownership

- Provider retains all intellectual property rights to the underlying AI platform
- Client receives a perpetual, non-exclusive license for internal use

### 2 Customizations

Any Client-specific customizations developed during implementation shall be jointly owned.

## 6. WARRANTY AND PERFORMANCE

### 1 System Performance Guarantees

Provider warrants the AI Solution shall:

- Maintain 99.5% system uptime
- Provide predictive accuracy within 5% of actual equipment performance
- Deliver actionable insights with measurable operational improvements

### 2 Remediation

In the event of performance failures, Provider shall:

- Provide root cause analysis
- Implement corrective modifications
- Offer service credits for extended downtime

## 7. CONFIDENTIALITY

### 1 Mutual Non-Disclosure

Both parties agree to maintain strict confidentiality of all shared information for a period of five (5) years following contract termination.

## 2 Data Protection

Provider shall implement industry-standard encryption and security protocols to protect all Client data.

## 8. TERMINATION

### 1 Termination Rights

Either party may terminate the Agreement with 90 days written notice.

### 2 Transition Support

Upon termination, Provider shall assist in orderly transition of AI platform and associated intellectual property.

## 9. GOVERNING LAW

This Agreement shall be governed by 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

[CLIENT ORGANIZATION]

**By:**

[Authorized Signatory]

[Title]