

AI Solution Implementation Statement of Work

1. PARTIES AND INTRODUCTION

This Statement of Work ("SOW") 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, San Jose, California 95134 ("Nexus" or "Service Provider")

AND

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

2. RECITALS

WHEREAS, Nexus specializes in enterprise AI solutions and predictive analytics platforms;

WHEREAS, Client desires to implement advanced AI-driven predictive maintenance technologies;

WHEREAS, the parties wish to define the specific terms, conditions, and scope of AI solution implementation;

3. DEFINITIONS

1 "Solution" shall mean the comprehensive AI-powered predictive maintenance platform to be developed and implemented by Nexus.

2 "Deliverables" shall include all software components, implementation documentation, training materials, and professional services required for successful solution deployment.

3 "Confidential Information" means all proprietary technical and business information exchanged during the project implementation.

4. SCOPE OF WORK

1 Project Overview

Nexus shall design, develop, and implement a customized AI-driven predictive maintenance platform tailored to Client's specific industrial infrastructure and operational requirements.

2 Specific Deliverables

- a) Comprehensive AI diagnostic tool
- b) Machine learning predictive maintenance algorithm
- c) Enterprise integration framework
- d) User training and knowledge transfer program

3 Implementation Phases

- Phase 1: Requirements Analysis and Solution Design (4 weeks)
- Phase 2: Platform Development and Configuration (8 weeks)
- Phase 3: Testing and Validation (4 weeks)
- Phase 4: Deployment and Initial Support (4 weeks)

5. PROJECT TIMELINE

1 Total Project Duration: 20 weeks from contract execution date

2 Milestone Dates:

- Requirements Finalization: Week 4
- Initial Prototype Delivery: Week 8
- User Acceptance Testing: Week 16
- Final Implementation: Week 20

6. PRICING AND PAYMENT TERMS

1 Total Project Cost: \$475,000 USD

2 Payment Schedule:

- 25% upon contract execution
- 25% upon completion of Phase 2
- 25% upon successful testing
- 25% upon final implementation and acceptance

7. INTELLECTUAL PROPERTY

1 Nexus retains all underlying intellectual property rights to its proprietary AI technologies.

2 Client receives a perpetual, non-exclusive license to use the implemented solution.

8. WARRANTY AND SUPPORT

1 Nexus provides a 12-month warranty covering software performance and technical support.

2 Standard support includes:

- 24/7 technical assistance
- Quarterly system performance reviews
- Software updates and patches

9. CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding project details, methodologies, and exchanged information.

2 Confidentiality obligations survive contract termination for a period of five (5) years.

10. LIMITATION OF LIABILITY

1 Maximum aggregate liability shall not exceed the total contract value.

2 Indirect, consequential, and punitive damages are expressly excluded.

11. TERMINATION

1 Either party may terminate for material breach with 30 days written notice.

2 Client shall compensate Nexus for all completed work upon early termination.

12. GOVERNING LAW

This SOW shall be governed by the laws of the State of California.

13. SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[CLIENT SIGNATURE BLOCK]