

Enterprise AI Consulting Engagement Contract

PARTIES

This Enterprise AI Consulting Engagement Contract ("Agreement") is entered into as of January 22, 2024, by and between:

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

AND

TechCorp Solutions, a California limited liability company with principal offices at 500 Technology Boulevard, Palo Alto, California 94304 ("Consultant")

RECITALS

WHEREAS, Client is a leading enterprise AI services firm specializing in predictive analytics and digital transformation solutions;

WHEREAS, Consultant possesses specialized expertise in enterprise AI implementation and strategic technology consulting;

WHEREAS, Client desires to engage Consultant to provide comprehensive AI consulting services to enhance its predictive maintenance platform and digital transformation capabilities;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 Consulting Engagement

Consultant shall provide the following professional services (the "Services"):

- Comprehensive AI platform architecture review
- Machine learning model optimization assessment
- Enterprise integration strategy development
- Technical implementation roadmap creation
- Performance benchmarking and optimization recommendations

1.2 Deliverables

Consultant shall produce the following specific deliverables:

- Detailed technical assessment report
- Architectural recommendation document
- Machine learning model performance analysis
- Strategic implementation blueprint
- Ongoing consultation and technical support

2. ENGAGEMENT TERMS

2.1 Project Duration

The initial engagement period shall commence on February 1, 2024, and continue for a period of six (6) months, with potential extension by mutual written agreement.

2.2 Compensation Structure

Client shall compensate Consultant as follows:

- a) Initial engagement fee: \$275,000
- b) Hourly rate for additional services: \$425/hour
- c) Performance-based bonus potential up to \$75,000 contingent upon achieving specified technical milestones

2.3 Payment Terms

Payments shall be structured as:

- 30% upon contract execution
- 40% at 90-day project milestone
- 30% upon final deliverable acceptance

3. INTELLECTUAL PROPERTY

3.1 Ownership

All deliverables, documentation, and intellectual property developed during the engagement shall be exclusively owned by Client, with full transferable rights.

3.2 Pre-Existing IP

Consultant retains ownership of any pre-existing intellectual property utilized in service delivery, granting Client a non-exclusive, perpetual license for implementation.

4. CONFIDENTIALITY

4.1 Confidential Information

Both parties acknowledge they will have access to sensitive proprietary information and agree to:

- a) Maintain strict confidentiality
- b) Implement robust information protection protocols
- c) Limit disclosure to essential personnel
- d) Return or destroy confidential materials upon engagement completion

4.2 Data Protection

Consultant shall comply with all applicable data protection regulations, including GDPR and CCPA, implementing industry-standard encryption and security protocols.

5. WARRANTY AND REPRESENTATIONS

5.1 Professional Standards

Consultant warrants that all Services shall be:

- Performed with professional skill and care
- Consistent with industry best practices
- Delivered by qualified technical professionals

5.2 Performance Guarantee

Consultant provides a limited performance guarantee, offering remediation or service credits for demonstrable deficiencies in delivered work products.

6. LIABILITY AND INDEMNIFICATION

6.1 Limitation of Liability

Total aggregate liability shall not exceed the total contract value, excluding cases of gross negligence or willful misconduct.

6.2 Indemnification

Each party shall indemnify the other against third-party claims arising from material breach of

contract or negligent actions.

7. TERMINATION

7.1 Termination Rights

Either party may terminate the agreement with 30 days written notice, subject to pro-rata compensation for services rendered.

7.2 Termination Consequences

Upon termination, Consultant shall:

- Provide all completed work products
- Transfer relevant project documentation
- Cease utilization of Client's confidential information

8. MISCELLANEOUS PROVISIONS

8.1 Governing Law

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

8.2 Dispute Resolution

Any disputes shall be resolved through binding arbitration in Santa Clara County, California.

8.3 Force Majeure

Neither party shall be liable for delays caused by unforeseeable circumstances beyond reasonable control.

9. SIGNATURES

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

Nexus Intelligent Systems, Inc.

By: Dr. Elena Rodriguez, CEO

Date: January 22, 2024

TechCorp Solutions

By: Jonathan Reyes, Managing Partner

Date: January 22, 2024