

DATA MIGRATION AND INTEGRATION SERVICES AGREEMENT

PREAMBLE

This Data Migration and Integration Services Agreement ("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

[SERVICE PROVIDER NAME], a [STATE] corporation with principal offices at [FULL ADDRESS] ("Service Provider")

RECITALS

WHEREAS, Client requires comprehensive data migration and system integration services to support its enterprise AI and predictive analytics platform;

WHEREAS, Service Provider possesses specialized expertise in enterprise data migration, system integration, and digital transformation technologies;

WHEREAS, the parties desire to establish the terms and conditions governing the provision of such services;

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

1. DEFINITIONS

1 "Confidential Information" shall mean all proprietary technical, business, and operational information disclosed by either party during the course of this Agreement.

2 "Deliverables" shall mean all work products, documentation, and services to be provided by Service Provider under this Agreement.

3 "Migration Scope" shall mean the specific data systems, platforms, and integration requirements outlined in Exhibit A.

2. SERVICES

1 **Scope of Services**

Service Provider shall perform comprehensive data migration and system integration services, including but not limited to:

- a) Comprehensive enterprise data mapping and transformation
- b) Legacy system extraction and modernization
- c) Cloud and on-premise system integration
- d) Data validation and quality assurance
- e) Performance optimization and architectural design

2 **Service Levels**

Service Provider shall:

- Maintain 99.95% system availability during migration
- Complete project milestones within timelines specified in Exhibit B
- Provide dedicated technical support during and post-migration

3. COMPENSATION

1 **Fee Structure**

Client shall compensate Service Provider as follows:

- Initial Engagement Fee: \$275,000
- Milestone-Based Payments: As detailed in payment schedule (Exhibit C)
- Performance Incentive: Up to \$75,000 based on successful completion and system performance

2 **Payment Terms**

Invoices shall be submitted monthly, with payment due within 30 days of invoice date.

4. INTELLECTUAL PROPERTY

1 Client shall retain all rights, title, and interest in:

- Existing data and proprietary systems
- Customizations and configurations developed during migration

- Derivative works created specifically for Client's environment

2 Service Provider grants a perpetual, non-exclusive license for migration-related tools and methodologies.

5. CONFIDENTIALITY

1 Each party shall:

- Maintain strict confidentiality of the other party's information
- Implement robust security protocols
- Restrict access to authorized personnel only
- Return or destroy confidential materials upon project completion

6. WARRANTY AND REPRESENTATIONS

1 Service Provider warrants that:

- Services will be performed with professional skill and care
- Deliverables will meet agreed specifications
- No third-party intellectual property rights will be infringed

2 Warranty period: 12 months from final system acceptance

7. LIMITATION OF LIABILITY

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

2 Neither party shall be liable for:

- Indirect, consequential, or punitive damages
- Lost profits or business interruption
- Damages arising from force majeure events

8. TERMINATION

1 ****Termination for Convenience****

Either party may terminate with 60 days written notice.

2 ****Termination for Cause****

Material breach may result in immediate termination, with 30-day cure period.

9. MISCELLANEOUS

1 Governing Law: State of California

2 Dispute Resolution: Binding arbitration in Santa Clara County

3 Force Majeure: Standard commercial exceptions apply

SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[SERVICE PROVIDER]

By:

[Authorized Signatory]

[Title]

Exhibits:

- Exhibit A: Migration Scope
- Exhibit B: Project Milestones
- Exhibit C: Payment Schedule