PROFESSIONAL SERVICES ENGAGEMENT AGREEMENT

AI Integration Framework

PARTIES

This Professional Services Engagement Agreement ("Agreement") 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 ("Client")

and

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

RECITALS

WHEREAS, Client seeks comprehensive AI integration services to enhance its enterprise predictive maintenance platform;

WHEREAS, Service Provider possesses specialized expertise in enterprise AI transformation and machine learning implementation;

WHEREAS, the parties desire to establish a comprehensive framework for professional services delivery;

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

1. ENGAGEMENT SCOPE

1 Professional Services

Service Provider shall deliver comprehensive AI integration services, including but not limited to:

a) Enterprise AI platform architectural design

b) Machine learning model development

c) Predictive analytics infrastructure implementation

d) Technical integration and systems optimization

e) Performance monitoring and continuous improvement frameworks

2 Deliverables

The specific deliverables shall include:

- Comprehensive AI integration roadmap

- Customized machine learning model architectures

- Technical implementation documentation

- Performance benchmarking reports

- Systems integration protocols

2. ENGAGEMENT TERMS

1 Project Duration

The initial engagement period shall commence on February 1, 2024, and continue for twelve (12) consecutive months, with potential extensions by mutual written agreement.

2 Compensation Structure

a) Base Professional Services Fee: $375,000

b) Performance-Based Incentive: Up to $125,000 contingent upon successful implementation milestones

c) Payment Schedule:

- 25% upon contract execution

- 35% upon completion of initial design phase

- 25% upon successful prototype development

- 15% upon final system integration and acceptance

3. INTELLECTUAL PROPERTY

1 Ownership

All intellectual property developed during the engagement shall be exclusively owned by Client, including:

- Custom machine learning models

- Integration architectures

- Performance optimization algorithms

- Derivative works and enhancements

2 Pre-Existing IP

Service Provider retains ownership of background intellectual property and grants Client a non-exclusive, perpetual license for integration purposes.

4. CONFIDENTIALITY

1 Confidential Information

Each party agrees to maintain strict confidentiality regarding:

- Technical specifications

- Business strategies

- Performance metrics

- Proprietary methodologies

2 Protection Standards

Confidential information shall be protected using industry-standard encryption and access control mechanisms, with no less than reasonable commercial efforts.

5. WARRANTY AND PERFORMANCE

1 Service Warranties

Service Provider warrants that:

- Deliverables will meet agreed specifications

- Services will be performed with professional diligence

- Solutions will demonstrate measurable performance improvements

2 Limitation of Liability

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

6. TERMINATION

1 Termination Rights

Either party may terminate the agreement with 60 days written notice, subject to pro-rata compensation for services rendered.

2 Transition Support

Upon termination, Service Provider shall provide comprehensive transition assistance for no

additional cost.

7. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Santa Clara County.

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

Chief Executive Officer

[SERVICE PROVIDER]

By:

[Authorized Representative]

[Title]