

# INTELLIGENT SYSTEMS INTEGRATION SERVICES AGREEMENT

## PREAMBLE

This Intelligent Systems 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 ("Nexus")

AND

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

## RECITALS

WHEREAS, Nexus is a specialized enterprise AI services provider with expertise in predictive analytics and intelligent automation solutions;

WHEREAS, Client desires to engage Nexus to provide advanced technological integration services for its enterprise digital transformation initiatives;

WHEREAS, the parties wish to establish the terms and conditions governing their professional services relationship;

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

## 1. DEFINITIONS

1 "Services" shall mean the AI-powered predictive maintenance and digital transformation consulting services to be provided by Nexus pursuant to this Agreement.

2 "Deliverables" shall mean the specific work products, reports, software configurations, and analytical frameworks developed by Nexus in the course of performing Services.

3 "Confidential Information" shall mean all proprietary technical, financial, and operational information exchanged between the parties during the engagement.

## 2. SCOPE OF SERVICES

## 1 Service Engagement

Nexus shall provide the following core services:

- (a) Comprehensive AI-driven predictive maintenance platform implementation
- (b) Machine learning diagnostic tool configuration
- (c) Enterprise digital transformation strategic consulting
- (d) Custom integration and system optimization services

## 2 Service Specifications

Detailed service specifications shall be mutually agreed upon through formal Statement of Work (SOW) documents, which shall reference this Agreement and be incorporated by reference.

# 3. PROFESSIONAL STANDARDS

## 1 Performance Standards

Nexus shall perform all Services:

- (a) With professional skill and care consistent with industry best practices
- (b) In compliance with all applicable regulatory requirements
- (c) Using qualified personnel with appropriate technical expertise
- (d) Meeting or exceeding the performance metrics outlined in each SOW

## 2 Quality Assurance

Nexus shall maintain rigorous quality control processes, including:

- (a) Regular performance reviews
- (b) Continuous improvement protocols
- (c) Comprehensive error tracking and resolution mechanisms

# 4. COMPENSATION AND PAYMENT TERMS

## 1 Fee Structure

Client shall compensate Nexus according to the following pricing model:

- (a) Fixed-price engagement for initial platform implementation
- (b) Time and materials rate for ongoing consulting services
- (c) Performance-based incentive compensation for achieving specified transformation milestones

## 2 Payment Schedule

Invoices shall be rendered monthly, with payment due within thirty (30) days of invoice date.

## **5. INTELLECTUAL PROPERTY**

### **1 Background IP**

Each party shall retain exclusive ownership of its pre-existing intellectual property.

### **2 Developed IP**

Intellectual property developed during the engagement shall be governed by the following principles:

- (a) Nexus retains ownership of its proprietary methodologies and core technology frameworks
- (b) Client receives a perpetual, non-exclusive license to use Deliverables
- (c) Custom configurations shall be licensed to Client with full usage rights

## **6. CONFIDENTIALITY**

### **1 Confidentiality Obligations**

Both parties agree to:

- (a) Maintain strict confidentiality of exchanged information
- (b) Implement appropriate security protocols
- (c) Limit disclosure to authorized personnel
- (d) Return or destroy confidential materials upon engagement conclusion

## **7. LIABILITY AND INDEMNIFICATION**

### **1 Limitation of Liability**

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

### **2 Indemnification**

Each party shall indemnify the other against third-party claims arising from its breach of this Agreement.

## **8. TERMINATION**

### **1 Termination Rights**

Either party may terminate this Agreement with sixty (60) days written notice, subject to completion

of ongoing SOW obligations.

## **9. MISCELLANEOUS PROVISIONS**

### **1 Governing Law**

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

### **2 Dispute Resolution**

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

## **SIGNATURE PAGE**

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]