

AI Platform Customization Services Terms

PREAMBLE

These AI Platform Customization Services Terms (the "Agreement") are 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] (the "Client")

1. DEFINITIONS

1 "Customization Services" shall mean the specialized AI platform configuration, integration, and optimization services to be provided by Nexus to Client as more specifically described in the attached Statement of Work.

2 "Intellectual Property" shall mean all patents, copyrights, trade secrets, algorithms, source code, and proprietary methodologies developed by Nexus in connection with the Customization Services.

3 "Confidential Information" shall mean all non-public technical, financial, and operational information exchanged between the parties during the performance of this Agreement.

2. SCOPE OF SERVICES

1 Platform Customization

Nexus shall provide comprehensive AI platform customization services designed to adapt its predictive maintenance and intelligent automation technologies to Client's specific operational requirements.

2 Service Deliverables

The Customization Services shall include, but not be limited to:

- (a) Comprehensive system requirements analysis
- (b) Custom machine learning model development
- (c) Enterprise system integration

- (d) Performance optimization and tuning
- (e) User interface and experience customization

3. PROFESSIONAL FEES AND PAYMENT TERMS

1 Fee Structure

Client shall compensate Nexus according to the following schedule:

- (a) Initial Engagement Fee: \$75,000 due upon contract execution
- (b) Milestone-Based Payments: Detailed in attached payment schedule
- (c) Monthly Recurring Platform Maintenance Fee: \$5,000 per month

2 Payment Conditions

All invoices shall be payable within thirty (30) days of issuance. Late payments will accrue interest at 1.5% per month.

4. INTELLECTUAL PROPERTY RIGHTS

1 Ownership

- (a) Nexus retains full ownership of all pre-existing Intellectual Property
- (b) Client receives a non-exclusive, perpetual license to customized implementations
- (c) Background IP remains exclusively with the originating party

2 Derivative Works

Any derivative works created during service performance shall be jointly owned, with Nexus retaining primary commercialization rights.

5. WARRANTY AND LIMITATION OF LIABILITY

1 Service Warranties

Nexus warrants that Customization Services will:

- (a) Conform to mutually agreed specifications
- (b) Be performed with professional skill and care
- (c) Meet industry-standard performance metrics

2 Liability Cap

Nexus's total aggregate liability shall not exceed the total fees paid by Client during the preceding

twelve (12) month period.

6. CONFIDENTIALITY

1 Mutual Non-Disclosure

Both parties agree to maintain strict confidentiality of all shared information, implementing industry-standard protection protocols.

2 Exclusions

Confidentiality obligations shall not apply to information that:

- (a) Is publicly available
- (b) Was known prior to disclosure
- (c) Is independently developed

7. TERMINATION

1 Termination Rights

Either party may terminate this Agreement with sixty (60) days written notice.

2 Post-Termination Obligations

Upon termination, Client shall:

- (a) Cease using Nexus-developed customizations
- (b) Return all confidential materials
- (c) Pay outstanding invoices

8. MISCELLANEOUS

1 Governing Law

This Agreement shall be governed by California law, with exclusive jurisdiction in Santa Clara County.

2 Force Majeure

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

SIGNATURE BLOCK

EXECUTED as of the Effective Date:

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

[CLIENT SIGNATURE]

By:

[Authorized Representative]

Date: