

# TECHNOLOGY CONSULTING AND IMPLEMENTATION AGREEMENT

## PARTIES

This Technology Consulting and Implementation Agreement (the "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 Innovation Park Drive, San Jose, California 95134 ("Client")

AND

[CONSULTING FIRM NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Consultant")

## RECITALS

WHEREAS, Client seeks advanced technology consulting services to enhance its enterprise AI and predictive analytics platforms;

WHEREAS, Consultant possesses specialized expertise in enterprise digital transformation and AI implementation strategies;

WHEREAS, the parties desire to establish the terms and conditions governing their professional engagement;

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

## 1. DEFINITIONS

1 "Deliverables" shall mean all work products, reports, analyses, and technical documentation produced by Consultant during the engagement.

2 "Confidential Information" shall include all proprietary technical, financial, and strategic information exchanged between parties.

3 "Professional Services" shall mean the technology consulting and implementation activities

described in Exhibit A.

## **2. SCOPE OF SERVICES**

### **1 Professional Services**

Consultant shall provide comprehensive technology consulting services focused on:

- a) Enterprise AI platform architecture assessment
- b) Machine learning diagnostic tool optimization
- c) Digital transformation roadmap development
- d) Implementation strategy and technical integration support

### **2 Service Specifications**

Consultant shall:

- Conduct comprehensive technology infrastructure analysis
- Develop customized implementation strategy
- Provide technical design recommendations
- Support platform integration and migration
- Deliver comprehensive documentation and knowledge transfer

## **3. ENGAGEMENT TERMS**

### **1 Project Duration**

The initial engagement shall commence on the Effective Date and continue for twelve (12) months, with potential extensions by mutual written agreement.

### **2 Performance Standards**

Consultant warrants that all Professional Services shall be:

- Performed with professional skill and care
- Consistent with industry best practices
- Aligned with Client's technological requirements
- Delivered in a timely and professional manner

## **4. COMPENSATION**

### **1 Fee Structure**

Client shall compensate Consultant as follows:

- Initial Assessment Phase: \$75,000 fixed fee
- Implementation Support: \$250/hour
- Monthly Retainer: \$15,000 for ongoing consultation

## 2 Payment Terms

- Invoices issued monthly
- Net 30 days payment terms
- Late payments subject to 1.5% monthly interest charge

## 5. INTELLECTUAL PROPERTY

### 1 Ownership

- Client shall retain full ownership of all Deliverables
- Consultant grants perpetual, non-exclusive license for developed methodologies
- Background intellectual property remains with originating party

### 2 Licensing

Consultant grants Client a worldwide, transferable license to use implementation methodologies developed during engagement.

## 6. CONFIDENTIALITY

### 1 Obligations

Each party shall:

- Maintain strict confidentiality of received information
- Implement reasonable security measures
- Restrict information access to authorized personnel
- Return or destroy confidential materials upon engagement completion

### 2 Exclusions

Confidentiality obligations shall not apply to information:

- Already publicly available
- Independently developed without use of confidential information
- Received from third parties without confidentiality restrictions

## **7. LIABILITY AND INDEMNIFICATION**

### **1 Limitation of Liability**

Total aggregate liability shall not exceed 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 material breach of agreement.

## **8. TERMINATION**

### **1 Termination Rights**

- Either party may terminate with 60 days written notice
- Immediate termination possible for material breach
- Pro-rated compensation for services rendered

## **9. MISCELLANEOUS**

### **1 Governing Law**

This Agreement shall be governed by California law.

### **2 Dispute Resolution**

Mandatory arbitration in Santa Clara County, California.

## **SIGNATURES**

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

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

[CONSULTING FIRM]

**By:**

[Authorized Representative]

Date: January 22, 2024