

DIGITAL TRANSFORMATION SERVICES ENGAGEMENT AGREEMENT

PARTIES

This Digital Transformation 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 ("Service Provider")

AND

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

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. specializes in advanced AI-driven digital transformation and predictive analytics solutions for enterprise clients;

WHEREAS, Client desires to engage Service Provider to implement comprehensive digital transformation services;

WHEREAS, the parties wish 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 "Services" shall mean the digital transformation consulting, AI platform implementation, and predictive analytics solutions to be provided by Service Provider as detailed in Exhibit A.

2 "Deliverables" shall mean the specific work products, reports, software configurations, and implementation documentation produced during the engagement.

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

2. SCOPE OF SERVICES

1 Service Offerings

Service Provider shall provide the following comprehensive digital transformation services:

- a) Enterprise AI Platform Assessment
- b) Predictive Maintenance Solution Design
- c) Machine Learning Diagnostic Tool Implementation
- d) Digital Workflow Optimization
- e) Change Management and Training Support

2 Implementation Methodology

Service Provider shall utilize its proprietary RAPID (Responsive Adaptive Predictive Implementation Deployment) methodology, which includes:

- a) Initial diagnostic assessment
- b) Solution architecture design
- c) Phased implementation strategy
- d) Continuous performance monitoring
- e) Iterative optimization protocols

3. ENGAGEMENT TERMS

1 Duration

The initial engagement term shall be twelve (12) months, commencing on the effective date of this Agreement, with potential extensions by mutual written agreement.

2 Pricing Structure

- Initial Assessment and Design Phase: \$175,000
- Platform Implementation: \$425,000
- Ongoing Support and Optimization: \$85,000 per quarter
- Total Estimated Engagement Value: \$850,000

3 Payment Terms

Client shall make payments according to the following schedule:

- 30% upon contract execution
- 40% upon completion of implementation phase
- 30% upon successful system validation and acceptance

4. INTELLECTUAL PROPERTY

1 Background IP

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

2 Derived IP

Any intellectual property developed during the engagement shall be jointly owned, with Service Provider retaining perpetual licensing rights for derivative technologies.

5. CONFIDENTIALITY

1 Mutual Non-Disclosure

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

2 Permitted Disclosures

Confidential information may be disclosed when:

- a) Required by legal process
- b) Approved in writing by the disclosing party
- c) Already publicly available through no fault of the receiving party

6. WARRANTY AND LIABILITY

1 Service Warranties

Service Provider warrants that:

- Services will be performed with professional diligence
- Deliverables will meet mutually agreed specifications
- Implemented 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.

7. TERMINATION

1 Termination Rights

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

2 Termination Consequences

Upon termination, Client shall compensate Service Provider for:

- Completed work
- Non-cancelable committed expenses
- Pro-rated portion of ongoing services

8. GOVERNING LAW

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

9. 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

[CLIENT ORGANIZATION]

By:

[Authorized Signatory]

[Title]