

TECHNOLOGY CONSULTING AND ADVISORY SERVICES AGREEMENT

PARTIES

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

AND

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

RECITALS

WHEREAS, Client is a leading enterprise AI services provider specializing in predictive analytics and digital transformation solutions;

WHEREAS, Consultant possesses specialized expertise in advanced technology consulting and strategic advisory services;

WHEREAS, Client desires to engage Consultant to provide comprehensive technology strategy and implementation support;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 Consulting Services

Consultant shall provide the following professional services (collectively, the "Services"):

- Strategic technology assessment and digital transformation roadmapping
- AI/ML implementation strategy development
- Enterprise architecture optimization

- d) Advanced predictive maintenance platform design
- e) Technology due diligence and vendor evaluation
- f) Organizational change management support

1.2 Deliverables

Consultant will produce the following specific deliverables:

- (i) Comprehensive technology strategy report
- (ii) Detailed implementation blueprint
- (iii) Vendor and technology ecosystem assessment
- (iv) Change management framework
- (v) Quarterly progress and recommendation reports

2. ENGAGEMENT TERMS

2.1 Duration

The initial term of this Agreement shall be twelve (12) months from the Effective Date, with optional renewal periods subject to mutual written agreement.

2.2 Compensation

Client shall compensate Consultant as follows:

- a) Base Monthly Retainer: \$35,000
- b) Success-based Performance Bonus: Up to \$150,000 annually based on achievement of predefined strategic milestones
- c) Reimbursable Expenses: Limited to pre-approved direct engagement costs, not to exceed \$25,000 per quarter

3. INTELLECTUAL PROPERTY

3.1 Ownership

All work products, methodologies, and derivative intellectual property created during the engagement shall be the exclusive property of Client, with Consultant retaining background IP rights.

3.2 Confidentiality

Consultant agrees to maintain strict confidentiality regarding Client's proprietary information, implementing industry-standard protection protocols.

4. REPRESENTATIONS AND WARRANTIES

4.1 Consultant Warranties

Consultant represents and warrants:

- Possession of required professional credentials
- No conflicts of interest
- Ability to perform Services with highest professional standards
- Compliance with all applicable laws and regulations

4.2 Client Warranties

Client represents and warrants:

- Legal capacity to enter agreement
- Provision of necessary access and information
- Timely compensation for Services rendered

5. LIMITATION OF LIABILITY

The total aggregate liability of either party shall not exceed the total compensation paid under this Agreement. Consequential and indirect damages are expressly excluded.

6. TERMINATION

6.1 Termination Rights

Either party may terminate this Agreement with 60 days written notice. Client may terminate immediately for cause, including:

- Material breach of Agreement terms
- Failure to meet performance standards
- Professional misconduct

7. GOVERNING LAW

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

8. MISCELLANEOUS

8.1 Independent Contractor Status

Consultant is an independent contractor, not an employee of Client.

8.2 Force Majeure

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

9. SIGNATURES

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

[CONSULTING FIRM NAME]

By:

[Authorized Representative]

[Title]