

TECHNOLOGY TRANSFORMATION CONSULTING AGREEMENT

PARTIES

This Technology Transformation Consulting 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 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 comprehensive technology transformation services to enhance its enterprise AI and predictive analytics capabilities;

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

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

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

1. SCOPE OF SERVICES

1 Consulting Services

Consultant shall provide the following technology transformation services:

- Comprehensive digital transformation strategy assessment
- Enterprise AI platform optimization
- Machine learning diagnostic tool implementation
- Predictive maintenance infrastructure redesign

e) Technology integration and change management support

2 Deliverables

Consultant shall produce and deliver:

- Detailed transformation roadmap
- Technology architecture recommendations
- Implementation project plan
- Performance metrics and KPI framework
- Comprehensive technology transition documentation

2. ENGAGEMENT TERMS

1 Duration

The initial consulting engagement shall commence on February 1, 2024, and continue for a period of twelve (12) months, with potential extensions by mutual written agreement.

2 Compensation

Client shall compensate Consultant as follows:

- Initial engagement fee: \$375,000
- Performance-based incentive: Up to \$125,000 based on successful implementation milestones
- Payment schedule:
 - 30% upon contract execution
 - 40% at midpoint of engagement
 - 30% upon successful project completion

3. INTELLECTUAL PROPERTY

1 Ownership

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

2 Confidentiality

Consultant agrees to maintain strict confidentiality regarding Client's proprietary information, implementing robust data protection protocols consistent with industry best practices.

4. REPRESENTATIONS AND WARRANTIES

1 Consultant Warranties

Consultant represents and warrants:

- Possession of required expertise and credentials
- No conflicts of interest
- Ability to perform services with professional competence
- Compliance with applicable technology and consulting standards

2 Client Warranties

Client represents and warrants:

- Organizational authorization for the engagement
- Provision of necessary access and resources
- Timely communication of strategic objectives

5. LIMITATION OF LIABILITY

1 Maximum Liability

The total aggregate liability of either party shall not exceed the total contract value of \$500,000.

2 Exclusions

Neither party shall be liable for:

- Consequential or indirect damages
- Lost profits or business interruption
- Punitive or exemplary damages

6. TERMINATION

1 Termination Rights

Either party may terminate the Agreement with 60 days written notice, subject to pro-rata compensation for services rendered.

2 Termination for Cause

Material breach may result in immediate termination with appropriate remediation provisions.

7. MISCELLANEOUS

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.

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

[CONSULTING FIRM]

By:

[Authorized Representative]

[Title]