

THIRD-PARTY INTEGRATION SERVICES AGREEMENT

PREAMBLE

This Third-Party Integration 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 Technology Park Drive, San Jose, California 95134 ("Nexus")

AND

[INTEGRATION PARTNER NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Integration Partner")

RECITALS

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

WHEREAS, Integration Partner possesses specialized technical capabilities complementary to Nexus's core service offerings;

WHEREAS, the parties desire to establish a comprehensive integration services relationship pursuant to the terms and conditions set forth herein;

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

1. DEFINITIONS

1 "Confidential Information" shall mean all proprietary technical, business, and operational information disclosed by either party during the course of this Agreement.

2 "Integration Services" shall mean the specific technical implementation, data migration, and system configuration services to be performed by Integration Partner as detailed in Exhibit A.

3 "Intellectual Property" shall include all patents, copyrights, trade secrets, and proprietary methodologies developed or utilized in connection with the services.

2. SCOPE OF SERVICES

1 Integration Partner shall provide the following specific services:

- (a) Technical system integration for Nexus's predictive maintenance platform
- (b) Custom API development and middleware configuration
- (c) Data migration and system interoperability solutions
- (d) Performance optimization and technical validation

2 Services shall be performed in strict accordance with the specifications outlined in Exhibit A, attached hereto and incorporated by reference.

3. COMPENSATION AND PAYMENT TERMS

1 Nexus shall compensate Integration Partner according to the following schedule:

- (a) Initial Integration Fee: \$175,000, payable upon contract execution
- (b) Milestone-based payments totaling \$225,000, contingent upon successful completion of specific integration phases
- (c) Monthly maintenance and support retainer of \$12,500

2 Payment shall be made via wire transfer within thirty (30) days of invoice submission.

4. INTELLECTUAL PROPERTY RIGHTS

1 Each party shall retain exclusive ownership of its pre-existing Intellectual Property.

2 Any derivative works or new methodologies developed during the course of integration shall be jointly owned, with each party receiving perpetual, royalty-free licensing rights.

3 Integration Partner expressly assigns to Nexus all rights, title, and interest in any custom developments specifically created for Nexus's platform.

5. CONFIDENTIALITY

1 Each party agrees to maintain strict confidentiality regarding the other party's Confidential Information.

2 Confidentiality obligations shall remain in effect for a period of five (5) years following

termination of this Agreement.

3 Exceptions shall include information that:

- (a) Was publicly available prior to disclosure
- (b) Is independently developed without use of the other party's Confidential Information
- (c) Is required to be disclosed by legal process

6. WARRANTY AND PERFORMANCE STANDARDS

1 Integration Partner warrants that all services shall be:

- (a) Performed by qualified technical personnel
- (b) Consistent with industry best practices
- (c) Compliant with applicable technical standards

2 Integration Partner provides a twelve (12) month warranty on all custom developments and integrations.

7. LIMITATION OF LIABILITY

1 Neither party's total liability shall exceed the total contract value of \$412,500.

2 Neither party shall be liable for consequential, indirect, or punitive damages.

8. TERMINATION

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

2 In the event of material breach, the non-breaching party may terminate immediately upon written notice.

9. GOVERNING LAW

1 This Agreement shall be governed by the laws of the State of California.

2 Any disputes shall be resolved through binding arbitration in Santa Clara County, California.

10. MISCELLANEOUS

1 This Agreement constitutes the entire understanding between the parties.

2 Amendments must be made in writing and signed by authorized representatives.

SIGNATURE PAGE

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

INTEGRATION PARTNER

By:

[Authorized Signatory Name]

[Title]