

DIGITAL INNOVATION CONSULTING ENGAGEMENT DOCUMENT

PARTIES

This Digital Innovation Consulting Engagement Document ("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 ("Client")

and

STRATEGIC DIGITAL INNOVATIONS, LLC, a California limited liability company with principal offices at 500 Innovation Way, Palo Alto, California 94304 ("Consultant")

RECITALS

WHEREAS, Client is an enterprise AI services firm specializing in predictive analytics and digital transformation solutions;

WHEREAS, Consultant possesses specialized expertise in enterprise digital innovation strategy and implementation;

WHEREAS, Client desires to engage Consultant to provide comprehensive digital innovation consulting services;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

1 Consulting Services

Consultant shall provide the following professional services:

- a) Comprehensive digital transformation strategy assessment
- b) Enterprise AI implementation roadmap development
- c) Predictive maintenance platform optimization
- d) Machine learning diagnostic tool evaluation
- e) Technology infrastructure modernization recommendations

2 Deliverables

Consultant shall produce:

- Detailed strategic transformation report
- Comprehensive technology implementation blueprint
- Executive presentation deck
- Detailed technical recommendations
- Risk mitigation framework

2. ENGAGEMENT TERMS

1 Duration

The initial engagement period shall be twelve (12) months, commencing on February 1, 2024, with potential extension by mutual written agreement.

2 Compensation

Client shall compensate Consultant as follows:

- Initial engagement fee: \$275,000
- Performance-based incentive: Up to \$125,000 based on achieved transformation milestones
- Payment schedule:
 - a) 30% upon contract execution
 - b) 40% upon interim milestone completion
 - c) 30% upon final deliverable acceptance

3. INTELLECTUAL PROPERTY

1 Ownership

All deliverables, strategies, and documentation produced during the engagement shall be the exclusive intellectual property of Client.

2 Pre-Existing IP

Consultant retains ownership of methodological frameworks and proprietary assessment tools utilized during the engagement.

4. CONFIDENTIALITY

1 Confidential Information

Each party agrees to maintain strict confidentiality regarding:

- Proprietary business strategies
- Technical infrastructure details
- Financial performance metrics
- Strategic planning documentation

2 Protection Standards

Confidential information shall be protected using industry-standard security protocols, including:

- Encrypted digital storage
- Limited access controls
- Comprehensive non-disclosure safeguards

5. REPRESENTATIONS AND WARRANTIES

1 Consultant Warranties

Consultant represents and warrants:

- Possession of required professional expertise
- No conflicts of interest
- Ability to perform services with professional diligence
- Compliance with applicable professional standards

2 Client Warranties

Client represents and warrants:

- Organizational authority to enter agreement
- Provision of necessary access and resources
- Timely communication of strategic objectives

6. TERMINATION

1 Termination Rights

Either party may terminate the agreement with 60 days written notice.

2 Termination Consequences

Upon termination, Consultant shall:

- Provide all completed deliverables
- Transfer project documentation
- Cease active consulting activities

7. GOVERNING LAW

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

8. 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

STRATEGIC DIGITAL INNOVATIONS, LLC

By:

Jonathan Reese

Managing Partner