

PROFESSIONAL SERVICES CONTRACT

Data Analytics Implementation Agreement

BETWEEN:

Nexus Intelligent Systems, Inc. ("Client")

AND

DataPro Solutions, LLC ("Service Provider")

EFFECTIVE DATE: January 22, 2024

1. DEFINITIONS

1 "Services" shall mean the comprehensive data analytics implementation and consulting services to be provided by Service Provider as detailed in Exhibit A.

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

3 "Confidential Information" shall include all proprietary technical, business, and strategic information exchanged between parties during the contract period.

2. SCOPE OF SERVICES

1 Service Engagement

Service Provider shall perform a comprehensive data analytics platform implementation for Client, specifically targeting:

- Enterprise-wide predictive maintenance analytics
- Machine learning diagnostic tool integration
- Digital transformation consulting services

2 Project Phases

The engagement shall consist of the following distinct implementation phases:

- (a) Discovery and Requirements Analysis
- (b) Solution Design and Architecture
- (c) Platform Configuration and Development

- (d) Testing and Validation
- (e) Deployment and Training
- (f) Post-Implementation Support

3 Specific Deliverables

Service Provider shall produce and deliver:

- Comprehensive implementation roadmap
- Customized analytics platform configuration
- Integration documentation
- User training materials
- Performance monitoring framework

3. COMPENSATION AND PAYMENT TERMS

1 Total Contract Value

The total contract value shall be \$475,000, structured as follows:

- Initial Discovery Phase: \$75,000
- Solution Design: \$125,000
- Implementation and Configuration: \$175,000
- Training and Deployment: \$75,000
- Post-Implementation Support: \$25,000

2 Payment Schedule

Payments shall be made according to the following milestone-based schedule:

- (a) 25% upon contract execution
- (b) 25% upon completion of solution design
- (c) 25% upon successful platform configuration
- (d) 15% upon initial deployment
- (e) 10% upon final acceptance and training completion

3 Payment Method

All payments shall be made via electronic wire transfer to Service Provider's designated banking institution within 30 days of invoice submission.

4. INTELLECTUAL PROPERTY RIGHTS

1 Ownership

(a) Client shall retain full ownership of all data, configurations, and derivative works created during the engagement.

(b) Service Provider grants Client a perpetual, non-exclusive license to use implemented platform configurations.

2 Pre-Existing IP

Each party shall retain ownership of intellectual property existing prior to this engagement.

5. CONFIDENTIALITY AND DATA PROTECTION

1 Confidentiality Obligations

Both parties agree to:

- Maintain strict confidentiality of exchanged information
- Implement robust security protocols
- Restrict access to confidential materials
- Prevent unauthorized disclosure

2 Data Protection

Service Provider shall:

- Comply with all applicable data privacy regulations
- Implement industry-standard encryption protocols
- Provide comprehensive data handling documentation

6. WARRANTY AND PERFORMANCE STANDARDS

1 Service Warranties

Service Provider warrants that:

- Deliverables will meet specified requirements
- Implementation will be performed with professional expertise
- Platform configurations will function as designed

2 Performance Metrics

Minimum performance standards include:

- 99.5% platform availability
- Maximum 48-hour response time for critical issues
- Comprehensive error reporting and resolution framework

7. TERMINATION PROVISIONS

1 Termination Rights

Either party may terminate the contract for:

- Material breach of contract terms
- Persistent failure to meet performance standards
- Mutual written agreement

2 Termination Consequences

Upon termination, Service Provider shall:

- Provide all completed deliverables
- Transfer all relevant documentation
- Assist in orderly transition of services

8. LIMITATION OF LIABILITY

1 Maximum Liability

Total aggregate liability shall not exceed the total contract value of \$475,000.

2 Exclusions

Liability limitations do not apply to:

- Willful misconduct
- Gross negligence
- Intellectual property infringement

9. GOVERNING LAW

This agreement shall be governed by the laws of the State of Delaware.

10. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Contract as of the Effective Date.

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

DataPro Solutions, LLC

By:

Jonathan Reese, Managing Partner

Date: January 22, 2024