ENTERPRISE APPLICATION INTEGRATION SERVICES AGREEMENT

PREAMBLE

This Enterprise Application 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 ("Client")

and

[SERVICE PROVIDER NAME], a [STATE] corporation with principal offices at [FULL ADDRESS] ("Service Provider")

RECITALS

WHEREAS, Client requires comprehensive enterprise application integration services to support its advanced AI-driven predictive maintenance platforms;

WHEREAS, Service Provider possesses specialized expertise in enterprise software integration, cloud migration, and complex system interconnectivity;

WHEREAS, the parties desire to establish the terms and conditions governing the provision of such professional services;

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

1. DEFINITIONS

1 "Services" shall mean the enterprise application integration consulting, implementation, and technical support services to be provided by Service Provider as detailed in Exhibit A.

2 "Deliverables" shall mean all work products, documentation, software configurations, and technical specifications produced by Service Provider in the course of performing Services.

3 "Confidential Information" shall mean all proprietary technical, business, and operational

information disclosed by either party during the performance of this Agreement.

2. SCOPE OF SERVICES

1 Service Engagement

Service Provider shall perform enterprise application integration services focused on:

a) Comprehensive system architecture assessment

b) Legacy system migration strategies

c) Cloud platform integration

d) API development and interconnectivity solutions

e) Data migration and transformation services

2 Service Specifications

Services shall be performed in accordance with the detailed specifications outlined in the attached Statement of Work (Exhibit A), which may be modified only through written mutual agreement.

3 Performance Standards

Service Provider warrants that all Services shall be:

- Performed by qualified technical personnel

- Consistent with industry best practices

- Completed within agreed project timelines

- Compliant with applicable technical standards

3. COMPENSATION AND PAYMENT TERMS

1 Fee Structure

Client shall compensate Service Provider according to the following schedule:

a) Initial Engagement Fee: $175,000

b) Milestone-based Payments: As defined in Exhibit B

c) Additional Services: Billed at pre-agreed hourly rates

2 Payment Schedule

- 30% upon contract execution

- 40% upon completion of initial system assessment

- 30% upon successful project completion and acceptance

3 Payment Method

All payments shall be made via electronic wire transfer within 30 days of invoice receipt.

4. INTELLECTUAL PROPERTY RIGHTS

1 Ownership

- Client shall retain full ownership of all Deliverables

- Service Provider assigns all intellectual property rights to Client

- Background intellectual property remains with its original owner

2 License Grant

Service Provider grants Client a perpetual, worldwide, non-exclusive license to use any proprietary tools or methodologies employed during service delivery.

5. CONFIDENTIALITY

1 Confidentiality Obligations

Both parties agree to:

- Maintain strict confidentiality of all shared information

- Implement reasonable security measures

- Limit disclosure to authorized personnel

- Return or destroy confidential materials upon contract termination

2 Exclusions

Confidentiality obligations shall not apply to information that:

- Was publicly available prior to disclosure

- Is independently developed

- Is received from a third party without confidentiality restrictions

6. WARRANTY AND LIABILITY

1 Service Warranty

Service Provider warrants that all Services shall:

- Meet professional industry standards

- Be free from material defects

- Conform to specifications in Exhibit A

2 Limitation of Liability

Maximum aggregate liability shall not exceed the total contract value, excluding cases of gross negligence or willful misconduct.

7. TERMINATION

1 Termination Rights

Either party may terminate this Agreement for:

- Material breach with 30-day cure period
- Insolvency or bankruptcy
- Failure to meet critical project milestones

8. MISCELLANEOUS PROVISIONS

1 Governing Law

This Agreement shall be governed by California law.

2 Dispute Resolution

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

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Name: Dr. Elena Rodriguez

Title: Chief Executive Officer

Date: January 22, 2024

[SERVICE PROVIDER]

By:

Name: [Authorized Signatory]

Title: [Title]

Date: [Execution Date]