ENTERPRISE SOFTWARE DEVELOPMENT SERVICES CONTRACT

PARTIES

This Enterprise Software Development Services Contract ("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

[SOFTWARE DEVELOPMENT VENDOR NAME], a [STATE] corporation with principal offices at [FULL ADDRESS] ("Vendor")

RECITALS

WHEREAS, Client requires specialized enterprise software development services for its AI-powered predictive maintenance platform;

WHEREAS, Vendor possesses the technical expertise and professional capabilities to deliver such services;

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

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 software development, implementation, and consulting services to be provided by Vendor under this Agreement.

2 "Deliverables" shall mean all work products, software components, documentation, and intellectual property created by Vendor in the course of performing Services.

3 "Confidential Information" shall mean all proprietary technical and business information exchanged between the parties during the engagement.

2. SCOPE OF SERVICES

1 Service Description

Vendor shall provide comprehensive enterprise software development services focused on enhancing Client's predictive maintenance AI platform, including but not limited to:

a) Custom machine learning algorithm development

b) Cloud infrastructure optimization

c) Data pipeline engineering

d) User interface and experience design

e) Performance monitoring and optimization systems

2 Project Milestones

Vendor shall deliver Services according to the following milestone schedule:

- Phase 1: Requirements Analysis and Architecture Design (30 days)

- Phase 2: Initial Prototype Development (60 days)

- Phase 3: Advanced Feature Implementation (90 days)

- Phase 4: Testing and Quality Assurance (45 days)

- Phase 5: Deployment and Production Support (30 days)

3. COMPENSATION

1 Fee Structure

Client shall compensate Vendor according to the following payment schedule:

- 20% upon contract execution

- 25% upon completion of Phase 2

- 25% upon completion of Phase 3

- 20% upon successful Phase 4 completion

- 10% upon final acceptance and Phase 5 deployment

2 Total Contract Value

The total contract value shall not exceed $475,000 USD, inclusive of all services, expenses, and deliverables.

4. INTELLECTUAL PROPERTY

1 Ownership

All Deliverables created under this Agreement shall be the exclusive property of Client, with full intellectual property rights transferred upon final payment.

2 Pre-existing IP

Vendor retains ownership of any pre-existing intellectual property utilized in service delivery, granting Client a perpetual, non-exclusive license for implementation.

5. CONFIDENTIALITY

1 Mutual Non-Disclosure

Both parties agree to maintain strict confidentiality regarding all exchanged information, implementing industry-standard protection protocols.

2 Permitted Disclosures

Confidential Information may be disclosed only when:

- Required by law
- Necessary for performance of contractual obligations
- Approved in writing by the disclosing party

6. WARRANTY AND PERFORMANCE

1 Service Warranty

Vendor warrants that all Services shall:

- Meet agreed specifications
- Be performed with professional skill and care
- Comply with industry best practices
- Be free from material defects

2 Remediation

Any non-conforming Deliverables must be corrected by Vendor at no additional cost to Client within 10 business days of notification.

7. TERMINATION

1 Termination for Convenience

Client may terminate this Agreement with 30 days written notice, paying for all completed and approved Deliverables.

2 Termination for Cause

Either party may terminate immediately if the other party materially breaches contractual obligations and fails to cure within 15 days of written notice.

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, with any disputes resolved through binding arbitration in Santa Clara County.

9. 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

[SOFTWARE DEVELOPMENT VENDOR]

By:

[Authorized Representative Name]

[Title]