

ENTERPRISE DATA GOVERNANCE SERVICES CONTRACT

PARTIES

This Enterprise Data Governance 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

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

RECITALS

WHEREAS, Client is an advanced technology services firm specializing in AI-driven predictive maintenance and digital transformation solutions;

WHEREAS, Service Provider possesses specialized expertise in enterprise data governance, management, and compliance frameworks;

WHEREAS, Client desires to engage Service Provider to implement comprehensive data governance services to enhance its operational data management capabilities;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

1 "Confidential Information" shall mean all proprietary technical and business information disclosed by either party, including but not limited to algorithms, methodologies, customer data, and strategic plans.

2 "Data Governance Framework" shall mean the comprehensive set of policies, procedures, and technical controls designed to manage data assets effectively.

3 "Professional Services" shall mean the specific data governance consulting, implementation, and advisory services outlined in Exhibit A.

2. SCOPE OF SERVICES

1 Professional Services

Service Provider shall deliver the following core data governance services:

- a) Comprehensive Data Governance Assessment
- b) Regulatory Compliance Mapping
- c) Data Quality Management Protocols
- d) Enterprise Data Architecture Design
- e) Metadata Management Strategy
- f) Data Risk and Security Evaluation

2 Deliverables

Service Provider will produce:

- Detailed Data Governance Framework Documentation
- Compliance Gap Analysis Report
- Recommended Technical Implementation Roadmap
- Quarterly Performance and Compliance Metrics

3. TERM AND TERMINATION

1 Initial Term

This Agreement shall commence on the effective date and continue for an initial period of twenty-four (24) months.

2 Renewal

The Agreement may be renewed for successive twelve (12) month periods upon mutual written consent.

3 Termination Conditions

Either party may terminate this Agreement with sixty (60) days written notice, subject to the following conditions:

- Completion of ongoing project milestones
- Payment of all outstanding invoices
- Orderly transition of data governance responsibilities

4. COMPENSATION

1 Fee Structure

Client shall compensate Service Provider according to the following schedule:

- Initial Assessment and Framework Design: \$175,000
- Implementation Services: \$250 per professional service hour
- Quarterly Compliance Monitoring: \$35,000 per quarter

2 Payment Terms

Invoices shall be submitted monthly and paid within thirty (30) days of receipt.

5. INTELLECTUAL PROPERTY

1 Ownership

- Client retains full ownership of all data and derivative insights
- Service Provider retains ownership of methodological frameworks and generic tools

2 License

Service Provider grants Client a non-exclusive, perpetual license to utilize developed governance frameworks and methodologies.

6. CONFIDENTIALITY

1 Obligations

Both parties agree to:

- Maintain strict confidentiality of shared information
- Implement robust security protocols
- Restrict access to authorized personnel
- Comply with applicable data protection regulations

7. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

Total aggregate liability shall not exceed the total contract value of \$750,000.

2 Indemnification

Each party shall indemnify the other against third-party claims arising from:

- Breach of contractual obligations
- Negligent professional services
- Intellectual property infringement

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction 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

Date: January 22, 2024

[SERVICE PROVIDER]

By:

[Authorized Signatory Name]

[Title]

Date: January 22, 2024