

# PROFESSIONAL SERVICES CONTRACT

## AI Solution Implementation Agreement

### BETWEEN:

Nexus Intelligent Systems, Inc. ("Service Provider")

AND

[CLIENT NAME] ("Client")

**EFFECTIVE DATE: January 22, 2024**

## 1. DEFINITIONS

1 "Services" shall mean the comprehensive AI solution implementation and consulting services to be provided by Nexus Intelligent Systems, Inc. as detailed in Exhibit A.

2 "Deliverables" shall mean the specific work products, software configurations, implementation documentation, and technical specifications to be developed under this Agreement.

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

## 2. SCOPE OF SERVICES

### 1 Service Overview

Nexus Intelligent Systems, Inc. will provide a comprehensive AI solution implementation targeting enterprise predictive maintenance and digital transformation, specifically designed to:

- Develop custom machine learning diagnostic tools
- Configure predictive analytics platforms
- Implement enterprise-wide intelligent automation solutions

### 2 Project Phases

The implementation shall proceed through the following distinct phases:

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

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

### 3 Deliverables

The Service Provider shall produce and deliver:

- Detailed implementation roadmap
- Customized AI platform configuration
- Technical documentation
- User training materials
- Performance monitoring dashboards

## **3. PROFESSIONAL FEES AND PAYMENT TERMS**

### 1 Total Contract Value

The total professional services fee shall be \$475,000, structured as follows:

- Initial Discovery Phase: \$75,000
- Solution Design: \$125,000
- Implementation: \$175,000
- Post-Implementation Support: \$100,000

### 2 Payment Schedule

Payments shall be rendered as follows:

- 25% upon contract execution
- 25% upon completion of solution design
- 30% upon successful platform deployment
- 20% following 90-day post-implementation support period

### 3 Payment Method

All payments shall be made via wire transfer to the designated corporate account within 30 days of invoice submission.

## **4. INTELLECTUAL PROPERTY RIGHTS**

### 1 Background IP

Each party retains exclusive ownership of its pre-existing intellectual property.

## 2 Developed IP

Intellectual property specifically developed during this engagement shall be jointly owned, with Nexus Intelligent Systems retaining perpetual licensing rights for core technological components.

## 3 License Grant

The Client receives a non-exclusive, perpetual license to utilize developed solutions within their enterprise environment.

# 5. CONFIDENTIALITY AND DATA PROTECTION

## 1 Confidentiality Obligations

Both parties agree to maintain strict confidentiality regarding:

- Technical specifications
- Business strategies
- Client operational data
- Implementation methodologies

## 2 Data Security

The Service Provider shall:

- Implement industry-standard encryption protocols
- Maintain SOC 2 Type II compliance
- Provide quarterly security audit reports
- Protect all client data using AES-256 encryption standards

# 6. WARRANTY AND PERFORMANCE STANDARDS

## 1 Service Warranties

Nexus Intelligent Systems warrants that:

- Delivered solutions meet agreed specifications
- Implementation follows industry best practices
- Performance meets mutually established KPIs

## 2 Performance Metrics

Guaranteed performance standards include:

- 99.5% system uptime
- Maximum 48-hour response for critical issues
- Predictive maintenance accuracy exceeding 92%

## 7. TERMINATION AND EXIT PROVISIONS

## 1 Termination Rights

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

## 2 Transition Support

In event of termination, Nexus Intelligent Systems will:

- Provide comprehensive knowledge transfer
- Assist in data migration
- Support orderly transition of implemented systems

## 8. LIMITATION OF LIABILITY

## 1 Maximum Liability

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

## 2 Exclusions

Liability shall not cover:

- Consequential or indirect damages
- Loss of potential revenues
- Third-party claims

## 9. GOVERNING LAW

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

## 10. SIGNATURES

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Dr. Elena Rodriguez, CEO

Nexus Intelligent Systems, Inc.

*Date:* \\\

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[Client Representative]

[Client Organization]

*Date:* \\\