

TECHNOLOGY CONSULTING AND ADVISORY SERVICES CONTRACT

PARTIES

This Technology Consulting and Advisory Services Contract (the "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 Innovation Park Drive, San Jose, California 95134 ("Client")

AND

[CONSULTING FIRM NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Consultant")

RECITALS

WHEREAS, Client is a leading enterprise AI services and predictive analytics company specializing in advanced technological solutions for industrial and enterprise markets;

WHEREAS, Consultant possesses specialized expertise in enterprise technology transformation and strategic digital advisory services;

WHEREAS, Client desires to engage Consultant to provide comprehensive technology consulting and advisory services to support its strategic growth initiatives;

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

1. SCOPE OF SERVICES

1.1 Engagement

Consultant shall provide the following technology consulting and advisory services (the "Services"):

- Strategic technology assessment and digital transformation roadmap development
- Enterprise AI implementation strategy
- Predictive maintenance platform optimization

- d) Machine learning diagnostic tool evaluation
- e) Technology infrastructure and scalability analysis

1.2 Deliverables

Consultant shall produce the following specific deliverables:

- (i) Comprehensive digital transformation strategy report
- (ii) Technology infrastructure assessment document
- (iii) AI implementation recommendation framework
- (iv) Scalability and performance optimization recommendations

2. TERM AND TERMINATION

2.1 Contract Duration

This Agreement shall commence on the Effective Date and continue for an initial term of twelve (12) months, with the option to extend by mutual written agreement.

2.2 Termination Provisions

Either party may terminate this Agreement:

- a) For cause, with thirty (30) days written notice of material breach
- b) Without cause, with sixty (60) days prior written notice
- c) Immediately in the event of persistent performance failures

3. COMPENSATION AND PAYMENT

3.1 Fee Structure

Client shall compensate Consultant as follows:

- (i) Base Consulting Fee: \$175,000
- (ii) Performance-Based Incentive: Up to \$75,000 based on successful project milestones
- (iii) Reimbursable Expenses: Not to exceed \$25,000 without prior written authorization

3.2 Payment Terms

Payments shall be made as follows:

- 25% upon contract execution
- 25% upon completion of initial assessment
- 25% upon delivery of comprehensive strategy report
- 25% upon successful implementation validation

4. INTELLECTUAL PROPERTY

4.1 Ownership

All deliverables, reports, and intellectual property developed during the engagement shall be the exclusive property of Client, with Consultant retaining limited usage rights for portfolio and reference purposes.

4.2 Pre-Existing IP

Each party shall retain ownership of its respective pre-existing intellectual property.

5. CONFIDENTIALITY

5.1 Confidential Information

Both parties agree to maintain strict confidentiality regarding:

- Proprietary business strategies
- Technical specifications
- Financial information
- Client and employee data

5.2 Protection Obligations

Consultant shall:

- Implement robust data protection measures
- Restrict access to confidential information
- Return or destroy confidential materials upon contract completion

6. WARRANTIES AND REPRESENTATIONS

6.1 Consultant Warranties

Consultant represents and warrants that:

- Services will be performed with professional skill and care
- Deliverables will meet agreed specifications
- No conflicts of interest exist

6.2 Limitation of Liability

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

7. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Santa Clara County.

8. SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[CONSULTING FIRM NAME]

By:

[Authorized Representative]

[Title]