

# STRATEGIC TECHNOLOGY CONSULTING ENGAGEMENT AGREEMENT

## PARTIES

This Strategic Technology Consulting Engagement Agreement (the "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

STRATEGIC INNOVATIONS CONSULTING GROUP, LLC, a California limited liability company with principal offices at 500 Innovation Way, Palo Alto, California 94304 ("Consultant")

## RECITALS

WHEREAS, Client is an enterprise AI services firm specializing in predictive analytics and digital transformation solutions;

WHEREAS, Consultant possesses specialized expertise in enterprise technology strategy and AI implementation methodologies;

WHEREAS, Client desires to engage Consultant to provide strategic technology consulting services to enhance its operational capabilities and market positioning;

NOW, THEREFORE, the parties agree as follows:

## 1. SCOPE OF SERVICES

### 1 Consulting Services

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

- Comprehensive AI strategy assessment
- Enterprise digital transformation roadmap development
- Machine learning platform optimization
- Predictive maintenance technology evaluation

e) Strategic technology implementation planning

## 2 Deliverables

Consultant shall produce the following specific deliverables:

- a) Detailed technology strategy report
- b) AI implementation framework
- c) Operational efficiency recommendations
- d) Technology investment prioritization matrix
- e) Comprehensive implementation timeline

## **2. ENGAGEMENT TERMS**

### 1 Duration

The initial engagement period shall be twelve (12) months, commencing on February 1, 2024, with potential extension by mutual written agreement.

### 2 Compensation

Client shall compensate Consultant as follows:

- a) Initial engagement fee: \$275,000
- b) Monthly retainer: \$22,500
- c) Performance-based incentive: Up to \$75,000 based on achieved strategic milestones

### 3 Payment Terms

Payments shall be made net thirty (30) days from invoice date, with quarterly performance reviews determining continued engagement.

## **3. INTELLECTUAL PROPERTY**

### 1 Ownership

All deliverables, methodologies, and strategic recommendations developed during the engagement shall remain the exclusive intellectual property of Client.

### 2 Pre-Existing IP

Consultant retains ownership of any pre-existing intellectual property utilized in service delivery.

## **4. CONFIDENTIALITY**

### **1 Confidential Information**

Each party agrees to maintain strict confidentiality regarding the other party's proprietary information, using no less than reasonable commercial standards of protection.

### **2 Permitted Disclosures**

Confidential information may be disclosed only to employees and contractors with a legitimate need to know, subject to equivalent confidentiality restrictions.

## **5. REPRESENTATIONS AND WARRANTIES**

### **1 Consultant Warranties**

Consultant represents and warrants that:

- a) Services will be performed with professional skill and care
- b) Deliverables will meet agreed specifications
- c) No services will infringe third-party intellectual property rights

### **2 Client Warranties**

Client represents and warrants full cooperation and timely provision of necessary information and resources.

## **6. LIMITATION OF LIABILITY**

### **1 Maximum Liability**

Neither party's total liability shall exceed the total fees paid under this Agreement.

### **2 Exclusions**

The parties expressly exclude liability for consequential, indirect, and punitive damages.

## **7. TERMINATION**

### **1 Termination for Convenience**

Either party may terminate the Agreement with sixty (60) days written notice.

### **2 Termination for Cause**

Material breach by either party may result in immediate termination upon written notice.

## **8. MISCELLANEOUS**

### **1 Governing Law**

This Agreement shall be governed by California law, without regard to conflict of law principles.

### **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 date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

STRATEGIC INNOVATIONS CONSULTING GROUP, LLC

**By:**

Jonathan Reese

Managing Partner