

BLOCKCHAIN TECHNOLOGY IMPLEMENTATION AGREEMENT

PREAMBLE

This Blockchain Technology Implementation Agreement (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 Technology Park Drive, San Jose, California 95134 ("Nexus")

AND

[BLOCKCHAIN TECHNOLOGY PROVIDER NAME], a [STATE] corporation with principal offices at [ADDRESS] (the "Provider")

RECITALS

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

WHEREAS, the Provider possesses specialized blockchain technology and implementation expertise that can enhance Nexus's digital transformation capabilities;

WHEREAS, the parties desire to collaborate on a comprehensive blockchain technology integration project;

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

1. DEFINITIONS

1 "Blockchain Solution" shall mean the proprietary blockchain infrastructure and implementation services to be provided by the Provider.

2 "Confidential Information" shall mean all technical, financial, and operational information exchanged between the parties during the course of this Agreement.

3 "Implementation Period" shall mean the twelve (12) month period commencing on the Effective Date.

2. SCOPE OF SERVICES

1 Technology Integration

The Provider shall deliver a comprehensive blockchain technology solution designed to:

- a) Enhance Nexus's predictive maintenance platforms
- b) Improve data integrity and traceability
- c) Develop secure, decentralized data management protocols

2 Specific Deliverables

The Provider shall provide:

- (i) Customized blockchain infrastructure design
- (ii) Technical implementation support
- (iii) Training and knowledge transfer
- (iv) Ongoing technical consultation

3. IMPLEMENTATION TIMELINE

1 Project Phases

The blockchain implementation shall proceed through the following phases:

- Phase 1: Discovery and Requirements Analysis (2 months)
- Phase 2: Solution Design and Prototype Development (3 months)
- Phase 3: Pilot Implementation (4 months)
- Phase 4: Full Enterprise Rollout (3 months)

2 Milestone Tracking

The parties shall conduct quarterly review meetings to assess progress against the established implementation timeline.

4. FINANCIAL TERMS

1 Total Project Cost

The total project cost shall be \$1,250,000, payable as follows:

- 25% upon contract execution
- 25% upon completion of Phase 2

- 25% upon successful pilot implementation
- 25% upon full enterprise rollout

2 Payment Terms

All payments shall be made within thirty (30) days of invoice receipt and milestone verification.

5. INTELLECTUAL PROPERTY

1 Background IP

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

2 Derived IP

Any intellectual property developed jointly during the implementation shall be co-owned, with each party receiving equal rights to utilize and commercialize such innovations.

6. CONFIDENTIALITY

1 Confidentiality Obligations

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

2 Exclusions

Confidentiality obligations shall not apply to information that:

- (a) Is publicly available
- (b) Was known prior to disclosure
- (c) Is independently developed

7. WARRANTY AND REPRESENTATIONS

1 Provider Warranties

The Provider represents and warrants that:

- The Blockchain Solution meets industry security standards
- All implementations shall comply with relevant regulatory requirements
- Technical support shall be provided throughout the Implementation Period

2 Nexus Warranties

Nexus represents that it shall:

- Provide necessary access and cooperation
- Allocate appropriate internal resources
- Participate actively in the implementation process

8. TERMINATION

1 Termination for Convenience

Either party may terminate this Agreement with ninety (90) days written notice.

2 Termination for Cause

Material breach of contract terms may result in immediate termination, subject to a thirty (30) day cure period.

9. GOVERNING LAW

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

10. 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

[BLOCKCHAIN PROVIDER]

By:

[Authorized Representative]

[Title]