

TECHNOLOGY INFRASTRUCTURE CONSULTING AGREEMENT

PARTIES

This Technology Infrastructure Consulting 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 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 an enterprise AI services company specializing in predictive analytics and digital transformation solutions;

WHEREAS, Consultant possesses specialized expertise in enterprise technology infrastructure design and implementation;

WHEREAS, Client desires to engage Consultant to provide comprehensive technology infrastructure consulting services;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

1 "Consulting Services" means the professional technology infrastructure advisory and implementation services to be performed by Consultant as detailed in Exhibit A.

2 "Deliverables" means the specific work products, reports, designs, and recommendations to be produced by Consultant during the engagement.

3 "Confidential Information" means all proprietary technical and business information exchanged between the parties during the consulting engagement.

2. SCOPE OF SERVICES

1 Consulting Engagement

Consultant shall provide comprehensive technology infrastructure consulting services focused on:

- a) Enterprise architecture assessment
- b) Cloud migration strategy
- c) Cybersecurity infrastructure design
- d) Predictive maintenance technology integration
- e) AI/ML infrastructure optimization

2 Service Specifications

Consultant will:

- Conduct comprehensive technology infrastructure audit
- Develop detailed transformation roadmap
- Provide implementation recommendations
- Support critical technology transition phases

3. PROFESSIONAL STANDARDS

1 Performance Standards

Consultant shall:

- Execute services with highest professional standards
- Maintain industry-leading expertise in enterprise technology
- Provide objective, strategic recommendations
- Ensure alignment with Client's business objectives

2 Personnel Qualifications

Consultant represents that assigned personnel possess:

- Advanced technical certifications
- Minimum 10 years enterprise technology experience
- Specialized expertise in AI/ML infrastructure design
- Proven track record in complex digital transformation projects

4. COMPENSATION

1 Fee Structure

- Initial Assessment: \$75,000
- Comprehensive Infrastructure Design: \$225,000
- Implementation Advisory Services: \$150,000/month
- Total Estimated Engagement Value: \$675,000

2 Payment Terms

- 25% upon contract execution
- 35% upon completion of infrastructure assessment
- 40% upon successful implementation milestones

3 Expense Reimbursement

Reasonable, pre-approved expenses directly related to engagement shall be reimbursed according to Client's corporate expense policy.

5. INTELLECTUAL PROPERTY

1 Ownership

- All Deliverables created during engagement shall be owned exclusively by Client
- Consultant retains background intellectual property rights
- Client receives perpetual, worldwide license for Deliverables

2 Pre-existing Materials

Consultant's methodologies and generic frameworks remain Consultant's exclusive property.

6. CONFIDENTIALITY

1 Confidentiality Obligations

Both parties agree to:

- Maintain strict confidentiality
- Protect proprietary information
- Limit disclosure to authorized personnel
- Implement robust information security protocols

2 Duration

Confidentiality obligations survive contract termination for five (5) years.

7. WARRANTY AND REPRESENTATIONS

1 Consultant Warranties

Consultant represents and warrants:

- Services will meet professional standards
- Recommendations are technically sound
- No conflicts of interest exist
- Proposed solutions are commercially viable

2 Limitation of Liability

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

8. TERMINATION

1 Termination Rights

- Client may terminate for convenience with 30-days written notice
- Consultant may terminate for material breach after 15-day cure period
- Pro-rated compensation for services rendered

9. MISCELLANEOUS

1 Governing Law

California law shall govern this Agreement.

2 Dispute Resolution

Mandatory arbitration in Santa Clara County, California.

SIGNATURES

IN WITNESS WHEREOF, the parties execute this Agreement:

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

[CONSULTING FIRM]

By:

[Authorized Representative]

Date: January 22, 2024