

PREDICTIVE ANALYTICS CONSULTING ENGAGEMENT DOCUMENT

PARTIES

This Predictive Analytics Consulting Engagement Document ("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

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

RECITALS

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

WHEREAS, Consultant possesses specialized expertise in advanced predictive analytics methodologies and enterprise technology implementation;

WHEREAS, Client desires to engage Consultant to provide strategic consulting services to enhance its predictive analytics capabilities;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

1 ****Consulting Engagement****

Consultant shall provide comprehensive predictive analytics consulting services, including but not limited to:

- a) Comprehensive diagnostic assessment of Client's existing predictive maintenance infrastructure
- b) Development of advanced machine learning diagnostic tool recommendations
- c) Enterprise AI strategy optimization

- d) Technical implementation roadmap design
- e) Performance modeling and predictive algorithm enhancement

2 ****Deliverables****

Consultant shall provide the following specific deliverables:

- a) Comprehensive diagnostic report
- b) Recommended technology architecture blueprint
- c) Machine learning model optimization strategy
- d) Implementation timeline and resource allocation plan
- e) Performance benchmarking framework

2. ENGAGEMENT TERMS

1 ****Duration****

The initial consulting engagement shall commence on February 1, 2024, and continue for a period of six (6) months, with potential extension by mutual written agreement.

2 ****Compensation****

Client shall compensate Consultant as follows:

- a) Initial engagement fee: \$275,000
- b) Performance-based incentive: Up to \$125,000 based on achieved implementation milestones
- c) Reimbursable expenses not to exceed \$25,000 without prior written authorization

3 ****Payment Schedule****

- 30% upon contract execution
- 40% upon completion of diagnostic phase
- 30% upon final deliverable acceptance

3. INTELLECTUAL PROPERTY

1 ****Ownership****

All derivative works, methodologies, and specific implementations 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 during the engagement, granting Client a non-exclusive, perpetual license for implementation.

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 **Exclusions**

Confidentiality obligations shall not apply to information:

- a) Already publicly available
- b) Independently developed without use of the other party's confidential information
- c) Received from a third party without breach of confidentiality obligations

5. LIABILITY AND INDEMNIFICATION

1 **Limitation of Liability**

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

2 **Indemnification**

Each party shall indemnify the other against third-party claims arising from material breach of this Agreement.

6. TERMINATION

1 **Termination Rights**

Either party may terminate this Agreement with 30 days' written notice if the other party materially breaches any provision.

7. MISCELLANEOUS

1 **Governing Law**

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

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

[CONSULTING FIRM]

By:

[Authorized Representative]

Title: [Title]