

Enterprise AI Consulting Engagement Terms

PARTIES

This Enterprise AI Consulting Engagement Terms Agreement ("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 [Full Address] ("Consultant")

RECITALS

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

WHEREAS, Consultant possesses specialized expertise in enterprise AI implementation and strategic technology consulting;

WHEREAS, the parties desire to establish the terms and conditions governing their professional engagement;

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

1. ENGAGEMENT SCOPE

1 **Professional Services**

Consultant shall provide comprehensive AI consulting services focused on:

- a) Enterprise AI strategy development
- b) Machine learning platform architecture
- c) Predictive maintenance solution design
- d) Digital transformation roadmap implementation

2 **Deliverables**

Consultant shall produce the following specific deliverables:

- Comprehensive AI readiness assessment
- Detailed implementation strategy document
- Technical architecture blueprint
- Proof-of-concept prototype
- Change management and training recommendations

2. ENGAGEMENT TERMS

1 **Duration**

The initial engagement period shall be twelve (12) months, commencing on the effective date of this Agreement, with potential extensions by mutual written agreement.

2 **Compensation**

a) Total engagement value: \$475,000

b) Payment structure:

- 25% upon contract execution
- 35% upon completion of initial assessment
- 25% upon prototype development
- 15% upon final implementation recommendations

3 **Performance STANDARDS**

Consultant warrants that all services shall:

- Meet industry-standard best practices
- Comply with applicable technological and regulatory requirements
- Demonstrate measurable value creation for Client

3. INTELLECTUAL PROPERTY

1 **Ownership**

All intellectual property developed during the engagement shall be exclusively owned by Client, including:

- Architectural designs
- Code repositories

- Strategic documentation
- Derivative works and modifications

2 ****Pre-EXISTING IP****

Consultant retains ownership of background intellectual property, granting Client a non-exclusive, perpetual license for implementation purposes.

4. CONFIDENTIALITY

1 ****Confidential Information****

Each party agrees to:

- Maintain strict confidentiality of proprietary information
- Implement robust security protocols
- Restrict access to authorized personnel only
- Return or destroy confidential materials upon engagement completion

2 ****EXCLUSIONS****

Confidentiality obligations shall not apply to information:

- Already publicly available
- Independently developed without use of confidential materials
- Received from third parties without restriction

5. LIABILITY AND INDEMNIFICATION

1 ****Limitation of Liability****

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

2 ****INDEMNIFICATION****

Consultant shall indemnify Client against:

- Third-party intellectual property claims
- Direct damages resulting from professional negligence
- Regulatory compliance violations

6. TERMINATION

1 ****Termination Rights****

Either party may terminate this Agreement with 60 days written notice, subject to:

- Completion of ongoing deliverables
- Pro-rata compensation for services rendered
- Orderly transition of work products

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.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

[Consulting Firm Name]

By:

[Authorized Representative]

Date: January 22, 2024