

Enterprise Architecture Consulting Services Agreement

PARTIES

This Enterprise Architecture Consulting Services 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

STRATEGIC SOLUTIONS GROUP, LLC, a California limited liability company with principal offices at 500 Innovation Way, Palo Alto, California 94304 ("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 architecture design, technology integration, and strategic digital infrastructure planning;

WHEREAS, Client desires to engage Consultant to provide comprehensive enterprise architecture consulting services to enhance its technological capabilities and operational efficiency;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 Consulting Services

Consultant shall provide the following enterprise architecture consulting services (the "Services"):

- a) Comprehensive enterprise technology infrastructure assessment
- b) Digital transformation roadmap development
- c) Cloud migration strategy design
- d) Enterprise systems integration planning
- e) Technology governance framework development

f) Cybersecurity architecture evaluation

1.2 Deliverables

Consultant shall produce the following specific deliverables:

- a) Detailed technology infrastructure diagnostic report
- b) Enterprise architecture transformation blueprint
- c) Cloud migration implementation strategy
- d) Systems integration recommendation document
- e) Technology governance policy framework

2. ENGAGEMENT TERMS

2.1 Project Duration

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

2.2 Professional Fees

Client shall compensate Consultant as follows:

- a) Initial engagement fee: \$275,000
- b) Hourly rate for additional services: \$425/hour
- c) Performance-based bonus potential up to 15% of total contract value

2.3 Payment Schedule

- 25% upon contract execution
- 35% at project midpoint milestone
- 40% upon final deliverable acceptance

3. CONSULTANT REPRESENTATIONS

3.1 Professional Qualifications

Consultant represents and warrants that:

- a) It possesses requisite expertise in enterprise architecture consulting
- b) All personnel assigned to the project have minimum 10 years relevant experience

- c) It maintains appropriate professional liability insurance

3.2 Compliance

Consultant shall:

- a) Adhere to all applicable industry standards
- b) Maintain strict confidentiality of Client's proprietary information
- c) Comply with Client's security protocols and data protection requirements

4. INTELLECTUAL PROPERTY

4.1 Ownership

All deliverables, documentation, and work products created during the engagement shall be the exclusive property of Client.

4.2 Pre-Existing IP

Consultant retains ownership of any methodologies, frameworks, or tools developed prior to this engagement.

5. CONFIDENTIALITY

5.1 Confidential Information

Both parties agree to:

- a) Maintain strict confidentiality of all shared information
- b) Limit disclosure to authorized personnel
- c) Implement appropriate security measures
- d) Retain confidentiality obligations for five (5) years post-engagement

6. TERMINATION

6.1 Termination Rights

Either party may terminate the Agreement with 30 days written notice if:

- a) Material breach of contract terms
- b) Persistent failure to meet performance standards
- c) Significant deviation from agreed project scope

6.2 Termination Consequences

Upon termination, Consultant shall:

- a) Provide all completed work products
- b) Transfer all relevant documentation
- c) Receive pro-rated compensation for services rendered

7. LIMITATION OF LIABILITY

7.1 Maximum Liability

Total liability shall not exceed the total contract value of \$275,000.

7.2 Exclusions

Neither party shall be liable for:

- a) Indirect or consequential damages
- b) Lost profits
- c) Potential business interruption

8. GOVERNING LAW

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

9. 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

Chief Executive Officer

STRATEGIC SOLUTIONS GROUP, LLC

By:

Jonathan Reese

Managing Partner