

SENIOR SOFTWARE ENGINEER EMPLOYMENT AGREEMENT

PARTIES

This Employment Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with its principal place of business at 1200 Innovation Park Drive, San Jose, California 95134 ("Company"),

AND

ALEXANDER J. RODRIGUEZ, an individual residing at 742 Maple Grove Lane, Mountain View, California 94040 ("Employee").

RECITALS

WHEREAS, the Company desires to employ Employee in a senior software engineering role;

WHEREAS, Employee possesses specialized expertise in AI-driven software development and machine learning architectures;

WHEREAS, both parties intend to establish a mutually beneficial professional relationship;

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT TERMS

1.1 Position and Responsibilities

Employee is hired as Senior Software Engineer, reporting directly to the Chief Technology Officer. Primary responsibilities include:

- a) Designing and implementing advanced machine learning infrastructure
- b) Developing predictive maintenance platform core technologies
- c) Leading cross-functional engineering initiatives
- d) Mentoring junior engineering team members
- e) Contributing to architectural decision-making processes

1.2 Employment Classification

Employee shall be classified as a full-time, exempt professional employee.

2. COMPENSATION

2.1 Base Salary

Base annual salary of \$185,000, paid bi-weekly according to the Company's standard payroll practices.

2.2 Equity Compensation

Grant of 15,000 restricted stock units (RSUs), vesting over four years with a one-year cliff:

- 25% vests after 12 months of continuous employment
- Remaining shares vest quarterly over subsequent 36 months

2.3 Performance Bonus

Annual target bonus of 15% of base salary, contingent upon individual and company performance metrics.

3. BENEFITS

3.1 Health Insurance

Comprehensive medical, dental, and vision coverage effective immediately upon employment.

3.2 Retirement

401(k) plan with company match up to 4% of annual compensation.

3.3 Professional Development

Annual professional development budget of \$5,000 for conferences, training, and certifications.

4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

4.1 Proprietary Information

Employee acknowledges all work product, inventions, and intellectual property created during employment are sole property of Nexus Intelligent Systems, Inc.

4.2 Non-Disclosure

Employee agrees to maintain strict confidentiality regarding company trade secrets, client information, and proprietary technologies.

5. TERMINATION PROVISIONS

5.1 At-Will Employment

Employment relationship is at-will and may be terminated by either party at any time.

5.2 Severance

In event of involuntary termination without cause, employee receives:

- Two months base salary
- Prorated annual bonus
- Accelerated vesting of 50% of outstanding RSUs

6. NON-COMPETE AND NON-SOLICITATION

6.1 Restricted Period

For twelve (12) months following termination, Employee shall not:

- a) Work for direct competitors in enterprise AI services
- b) Solicit Company employees or clients
- c) Utilize Company proprietary methodologies

7. MISCELLANEOUS PROVISIONS

7.1 Governing Law

This Agreement shall be governed by California law.

7.2 Dispute Resolution

Any disputes shall be resolved through binding arbitration in Santa Clara County, California.

7.3 Entire Agreement

This document constitutes the complete understanding between parties, superseding all prior agreements.

8. ACKNOWLEDGMENT

By signing below, both parties acknowledge reading, understanding, and accepting all terms herein.

EMPLOYEE SIGNATURE

Alexander J. Rodriguez

Date: January 22, 2024

COMPANY SIGNATURE

Michael Chen

Chief Technology Officer

Nexus Intelligent Systems, Inc.

Date: January 22, 2024