

DIGITAL TRANSFORMATION CONSULTING ENGAGEMENT DOCUMENT

PARTIES

This Digital Transformation 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

STRATEGIC DIGITAL SOLUTIONS, LLC, a California limited liability company with principal offices at 500 Innovation Way, Palo Alto, California 94304 ("Consultant")

RECITALS

WHEREAS, Client seeks comprehensive digital transformation consulting services to enhance its enterprise AI and predictive analytics platforms;

WHEREAS, Consultant possesses specialized expertise in enterprise digital strategy, technological integration, and advanced technological implementation;

WHEREAS, the parties desire to establish a comprehensive engagement framework for digital transformation consulting services;

1. ENGAGEMENT SCOPE

1.1 Professional Services

Consultant shall provide the following professional services (collectively, the "Services"):

- Comprehensive digital transformation strategy development
- Enterprise AI platform architectural assessment
- Machine learning diagnostic tool optimization
- Predictive maintenance infrastructure redesign
- Technology integration and change management consulting

1.2 Deliverables

Consultant shall produce the following specific deliverables:

- i. Comprehensive Digital Transformation Roadmap
- ii. Technology Architecture Recommendation Report
- iii. Implementation Phasing Strategy
- iv. Change Management Playbook
- v. Technical Integration Specifications

2. COMPENSATION

2.1 Fee Structure

Client shall compensate Consultant as follows:

- a) Initial Strategy Assessment: \$75,000
- b) Comprehensive Consulting Engagement: \$225,000
- c) Performance-Based Success Incentive: Up to \$100,000 based on measurable digital transformation outcomes

2.2 Payment Terms

Payments shall be structured as:

- 30% upon contract execution
- 40% upon completion of initial assessment
- 30% upon final deliverable acceptance

3. INTELLECTUAL PROPERTY

3.1 Ownership

All deliverables, methodologies, and strategic recommendations developed during the engagement shall remain the exclusive intellectual property of Client.

3.2 Pre-Existing IP

Consultant retains ownership of any pre-existing methodological frameworks and general consulting approaches.

4. CONFIDENTIALITY

4.1 Confidential Information

Each party agrees to maintain strict confidentiality regarding:

- Proprietary technological strategies
- Business performance metrics
- Strategic planning documents
- Technological architectural details

4.2 Protection Standards

Confidential information shall be protected using industry-standard encryption and access control protocols.

5. TERM AND TERMINATION

5.1 Engagement Duration

The initial engagement term shall be twelve (12) months, commencing on the effective date.

5.2 Termination Provisions

Either party may terminate the agreement with 60 days written notice, subject to pro-rata compensation for services rendered.

6. LIABILITY AND INDEMNIFICATION

6.1 Limitation of Liability

Total aggregate liability shall not exceed the total contracted engagement value of \$400,000.

6.2 Professional Standards

Consultant warrants that all services shall be performed with professional diligence consistent with industry best practices.

7. MISCELLANEOUS

7.1 Governing Law

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

7.2 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 Digital Transformation Consulting Engagement Document as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

STRATEGIC DIGITAL SOLUTIONS, LLC

By:

Jonathan Reese

Managing Partner