

ENTERPRISE SYSTEM MODERNIZATION SERVICES AGREEMENT

PREAMBLE

This Enterprise System Modernization Services Agreement ("Agreement") is entered into as of January 22, 2024 (the "Effective Date") by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Nexus")

AND

[CLIENT NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Client")

RECITALS

WHEREAS, Nexus is a specialized technology services firm providing advanced AI-driven digital transformation solutions;

WHEREAS, Client seeks comprehensive enterprise system modernization services to enhance operational efficiency and technological infrastructure;

WHEREAS, the parties desire to establish the terms and conditions governing the provision of professional services;

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

1. DEFINITIONS

1 "Services" shall mean the enterprise system modernization consulting, implementation, and transformation services to be provided by Nexus as detailed in Exhibit A.

2 "Deliverables" shall mean the specific work products, reports, configurations, and technological solutions developed by Nexus during the engagement.

3 "Confidential Information" shall include all proprietary technical, business, and operational information exchanged between the parties.

2. SCOPE OF SERVICES

1 Service Engagement

Nexus shall provide comprehensive enterprise system modernization services, including but not limited to:

- a) Technology infrastructure assessment
- b) AI-powered predictive maintenance platform implementation
- c) Machine learning diagnostic tool integration
- d) Digital transformation strategic consulting

2 Project Methodology

Nexus will utilize its proprietary TRANSFORM(TM) methodology, which includes:

- Diagnostic Phase
- Design Phase
- Implementation Phase
- Optimization Phase

3 Service Limitations

Nexus reserves the right to modify service delivery approaches based on technical constraints or unforeseen technological challenges.

3. COMPENSATION AND PAYMENT TERMS

1 Fee Structure

- Initial Assessment Fee: \$75,000
- Implementation Services: \$425,000
- Ongoing Support and Optimization: \$150,000 per annum

2 Payment Schedule

- 25% upon contract execution
- 35% upon completion of diagnostic and design phases
- 30% upon initial implementation
- 10% upon final system validation

3 Payment Method

All payments shall be made via wire transfer to Nexus's designated financial institution within 30

days of invoice date.

4. INTELLECTUAL PROPERTY

1 Background IP

Each party retains exclusive ownership of its pre-existing intellectual property.

2 Developed IP

Nexus shall retain all intellectual property rights to methodologies, frameworks, and generalized technological solutions developed during the engagement.

3 Client-Specific Configurations

Client shall receive a perpetual, non-exclusive license for client-specific system configurations and implementations.

5. CONFIDENTIALITY

1 Confidentiality Obligations

Both parties agree to maintain strict confidentiality regarding exchanged information, utilizing no less than reasonable commercial standards of protection.

2 Exclusions

Confidentiality obligations shall not apply to information:

- Already publicly available
- Independently developed without use of confidential information
- Received from a third party without breach of confidentiality

6. WARRANTY AND LIMITATION OF LIABILITY

1 Service Warranties

Nexus warrants that services will be performed:

- With professional skill and care
- Consistent with industry best practices
- Meeting mutually agreed specifications

2 Liability Cap

Total aggregate liability shall not exceed the total contract value of \$650,000.

7. TERMINATION

1 Termination for Convenience

Client may terminate the agreement with 60 days written notice, subject to pro-rata payment for services rendered.

2 Termination for Cause

Either party may terminate immediately upon material breach not cured within 30 days of written notice.

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Santa Clara County.

9. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[CLIENT ORGANIZATION]

By:

[Authorized Signatory]

[Title]