AI SERVICE CONTRACT FINANCIAL MODELING AGREEMENT

CONFIDENTIAL DOCUMENT

PARTIES

This AI Service Contract Financial Modeling Agreement ("Agreement") is entered into by and between:

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

AND

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

Effective Date: January 22, 2024

1. DEFINITIONS

1 "AI Services" shall mean the predictive analytics and machine learning modeling services to be provided by Nexus pursuant to this Agreement.

2 "Confidential Information" means all proprietary technical and business information disclosed by either party, including but not limited to financial models, algorithmic designs, and strategic methodologies.

3 "Deliverables" means the specific AI-powered financial modeling reports, predictive analytics outputs, and diagnostic tools to be generated under this Agreement.

2. SCOPE OF SERVICES

1 Service Description

Nexus shall provide comprehensive AI-driven financial modeling services, including:

a) Predictive maintenance diagnostic tools

b) Enterprise financial risk assessment models

c) Machine learning-enabled economic forecasting

d) Intelligent automation workflow optimization

2 Service Levels

Nexus commits to the following performance standards:

- 99.5% model accuracy

- 72-hour maximum turnaround for complex financial modeling requests

- Dedicated technical support within 4 business hours

- Quarterly performance and calibration reviews

3. FINANCIAL TERMS

1 Pricing Structure

- Base Monthly Retainer: $45,000

- Per-Model Complexity Pricing:

- Standard Model: $7,500

- Advanced Model: $15,000

- Enterprise Complex Model: $25,000

2 Payment Terms

- Net 30 days from invoice date

- Late payments subject to 1.5% monthly interest charge

- All payments in United States Dollars

3 Cost Adjustment

Annual pricing subject to 3% inflationary adjustment, effective January 1st of each calendar year.

4. INTELLECTUAL PROPERTY

1 Ownership

- Underlying AI algorithms and core technology: Exclusively owned by Nexus

- Specific client-generated model outputs: Licensed to Client

- Derivative works: Joint intellectual property rights

2 License Grant

Nexus grants Client a non-exclusive, non-transferable license to utilize Deliverables for internal

business purposes.

5. DATA PROTECTION & SECURITY

1 Data Handling

- Compliance with SOC 2 Type II standards

- Encryption of all transmitted data (AES-256)

- Secure cloud-based model storage

- Regular third-party security audits

2 Confidentiality Obligations

Both parties agree to:

- Maintain strict confidentiality

- Implement robust cybersecurity protocols

- Restrict access to authorized personnel

- Immediate notification of potential data breaches

6. LIABILITY & INDEMNIFICATION

1 Limitation of Liability

Maximum aggregate liability limited to:

- Twelve (12) months of total contract value

- Excludes direct, consequential, and punitive damages

2 Indemnification

Each party shall indemnify the other against third-party claims arising from:

- Gross negligence

- Willful misconduct

- Breach of contractual obligations

7. TERMINATION

1 Termination Rights

- 60-day written notice for convenience

- Immediate termination for material breach

-       Pro-rated refund of prepaid services

2 Post-Termination Obligations

-       Return/destruction of Confidential Information

-       Transition support for up to 30 days

-       Preservation of intellectual property rights

8. MISCELLANEOUS

1 Governing Law

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

2 Dispute Resolution

Mandatory arbitration in Santa Clara County, California.

3 Force Majeure

Standard commercial force majeure provisions apply.

9. SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

CLIENT NAME

By:

[Authorized Signatory]

[Title]

Dated: January 22, 2024