

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 20th day of March, 2025 (the "Effective Date"), by and between:

ACME TECHNOLOGIES, INC., a Delaware corporation with its principal place of business at 123 Innovation Drive, San Francisco, CA 94105 ("Client")

and

QUANTUM SOLUTIONS, LLC, a California limited liability company with its principal place of business at 456 Enterprise Avenue, Palo Alto, CA 94301 ("Consultant").

Client and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Client is a technology company specializing in artificial intelligence and machine learning applications;

WHEREAS, Consultant has expertise in data science, neural network optimization, and machine learning implementation;

WHEREAS, Client desires to engage Consultant to provide certain consulting services related to machine learning model optimization as described herein, and Consultant is willing to provide such services to Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES

1.1 Scope of Services. Consultant shall provide to Client the services ("Services") described in Exhibit A attached hereto and incorporated herein by reference. Any additional services must be agreed upon in writing by both Parties through an amendment to this Agreement or through a separate Statement of Work executed by both Parties.

1.2 Performance Standards. Consultant shall perform the Services in accordance with the highest professional standards and in compliance with all applicable laws, regulations, and industry standards. Consultant shall devote sufficient time, attention, and resources to perform the Services as required by this Agreement.

1.3 Schedule. Consultant shall perform the Services according to the schedule set forth in Exhibit A. Time is of the essence with respect to the performance of the Services.

1.4 Reporting. Consultant shall provide Client with regular written reports regarding the status of the Services as specified in Exhibit A or as otherwise reasonably requested by Client.

2. COMPENSATION AND EXPENSES

2.1 Fees. Client shall pay Consultant the fees set forth in Exhibit B attached hereto and incorporated herein by reference.

2.2 Expenses. Client shall reimburse Consultant for reasonable out-of-pocket expenses incurred in connection with the performance of the Services, provided that:

- (a) Such expenses are pre-approved in writing by Client;
- (b) Consultant submits documentation reasonably satisfactory to Client evidencing such expenses; and
- (c) Such expenses are consistent with Client's expense reimbursement policies provided to Consultant.

2.3 Invoicing and Payment. Consultant shall invoice Client for fees and expenses as set forth in Exhibit B. Client shall pay all undisputed amounts within thirty (30) days after receipt of Consultant's invoice. Any disputed amounts shall be resolved in good faith by the Parties as promptly as possible.

2.4 Taxes. Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by Client on behalf of Consultant or its employees.

3. TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and shall continue until the completion of the Services as set forth in Exhibit A, unless earlier terminated as provided herein (the "Term").

3.2 Termination for Convenience. Client may terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to Consultant. Consultant may terminate this Agreement without cause upon sixty (60) days' prior written notice to Client.

3.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice to the other Party if:

- (a) The other Party materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach;
- (b) The other Party becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors; or

(c) The other Party violates any applicable law, regulation, or industry standard in connection with the performance of this Agreement.

3.4 Effect of Termination. Upon termination of this Agreement for any reason:

(a) Consultant shall promptly deliver to Client all Work Product (as defined below) completed as of the date of termination;

(b) Client shall pay Consultant for all Services properly performed and expenses properly incurred through the effective date of termination in accordance with this Agreement; and

(c) Each Party shall return or destroy all Confidential Information (as defined below) of the other Party in accordance with Section 5.3.

3.5 Survival. The provisions of Sections 4, 5, 6, 7, 8, 9, and 10 shall survive the termination or expiration of this Agreement.

4. INTELLECTUAL PROPERTY

4.1 Client Materials. Client shall own and retain all right, title, and interest in and to all materials, data, information, and intellectual property provided by Client to Consultant in connection with this Agreement ("Client Materials").

4.2 Work Product. All deliverables, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, concepts, ideas, and other intellectual property, in whatever form, developed, conceived, or reduced to practice by Consultant, either alone or jointly with others, in connection with the Services or derived from Client Materials (collectively, "Work Product"), shall be the sole and exclusive property of Client. Consultant hereby irrevocably assigns, transfers, and conveys to Client all right, title, and interest in and to the Work Product.

4.3 Further Assurances. Consultant shall execute all documents and take all actions that may be necessary to confirm or effect the assignment of the Work Product to Client or to perfect Client's rights in the Work Product.

4.4 Pre-Existing Materials. Notwithstanding anything to the contrary in this Agreement, Consultant shall retain all right, title, and interest in and to all methodologies, techniques, materials, and information that were developed by Consultant prior to the Effective Date or independently of this Agreement ("Pre-Existing Materials"). Consultant hereby grants to Client a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and create derivative works of the Pre-Existing Materials incorporated into the Work Product, solely in connection with Client's use of the Work Product.

5. CONFIDENTIALITY

5.1 Confidential Information. "Confidential Information" means all non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), in

any form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to business plans, financial information, technical information, customer data, product designs, and proprietary algorithms.

5.2 Protection of Confidential Information. The Receiving Party shall:

(a) Protect the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but in no event with less than reasonable care;

(b) Not use the Disclosing Party's Confidential Information for any purpose outside the scope of this Agreement; and

(c) Not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent, except to employees, contractors, and advisors who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein.

5.3 Return or Destruction of Confidential Information. Upon the termination or expiration of this Agreement, or upon the Disclosing Party's request at any time, the Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party in its possession or control.

5.4 Exceptions. The obligations of confidentiality in this Section 5 shall not apply to any information that:

(a) Is or becomes publicly available through no fault of the Receiving Party;

(b) Was in the Receiving Party's possession prior to receipt from the Disclosing Party without an obligation of confidentiality;

(c) Is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure; or

(d) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

5.5 Required Disclosure. If the Receiving Party is required by law, regulation, or legal process to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall:

(a) Promptly notify the Disclosing Party in writing of such requirement prior to disclosure, if legally permissible;

(b) Cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy; and

(c) Disclose only that portion of the Confidential Information that is legally required to be disclosed.

6. REPRESENTATIONS AND WARRANTIES

6.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

- (a) It has the full right, power, and authority to enter into and perform this Agreement;
- (b) The execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not conflict with or result in a breach of any other agreement to which it is a party or by which it is bound; and
- (c) When executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

6.2 Consultant Representations and Warranties. Consultant represents and warrants to Client that:

- (a) Consultant has the required skill, experience, and qualifications to perform the Services;
- (b) Consultant shall perform the Services in a professional and workmanlike manner in accordance with industry standards;
- (c) The Services and Work Product will comply with the requirements set forth in this Agreement and Exhibit A;
- (d) The Work Product will not infringe, misappropriate, or otherwise violate any third party's intellectual property rights or other rights; and
- (e) Consultant shall comply with all applicable laws, regulations, and industry standards in performing the Services.

6.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1 Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM BREACH OF SECTIONS 5 (CONFIDENTIALITY) OR 6.2(d) (INFRINGEMENT WARRANTY), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Cap on Liability. EXCEPT FOR LIABILITY ARISING FROM BREACH OF SECTIONS 5 (CONFIDENTIALITY) OR 6.2(d) (INFRINGEMENT WARRANTY), EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

8. INDEMNIFICATION

8.1 Consultant Indemnification. Consultant shall defend, indemnify, and hold harmless Client and its officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to any third-party claim, suit, or proceeding alleging that:

- (a) The Work Product infringes, misappropriates, or otherwise violates any third party's intellectual property rights or other rights;
- (b) Consultant has breached any of its representations, warranties, or obligations under this Agreement; or
- (c) Consultant's negligence, willful misconduct, or violation of applicable law in connection with the performance of this Agreement has caused bodily injury, death, or damage to real or tangible personal property.

8.2 Client Indemnification. Client shall defend, indemnify, and hold harmless Consultant and its officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to any third-party claim, suit, or proceeding alleging that:

- (a) Client Materials infringe, misappropriate, or otherwise violate any third party's intellectual property rights or other rights;
- (b) Client has breached any of its representations, warranties, or obligations under this Agreement; or
- (c) Client's negligence, willful misconduct, or violation of applicable law in connection with the performance of this Agreement has caused bodily injury, death, or damage to real or tangible personal property.

8.3 Indemnification Procedure. The indemnified Party shall:

- (a) Promptly notify the indemnifying Party in writing of any claim for which indemnification is sought;
- (b) Give the indemnifying Party sole control over the defense and settlement of such claim; and
- (c) Provide the indemnifying Party, at the indemnifying Party's expense, with all reasonable assistance in connection with the defense and settlement of such claim.

The indemnifying Party shall not settle any claim in a manner that adversely affects the indemnified Party's rights without the indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed.

9. INDEPENDENT CONTRACTOR

9.1 Independent Contractor Status. Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between Client and Consultant or any employee or agent of Consultant.

9.2 No Benefits. Neither Consultant nor any of its employees or contractors shall be entitled to participate in any of Client's employee benefit plans or receive any other compensation or benefits from Client.

9.3 No Authority. Consultant has no authority to bind Client or to incur any obligation on behalf of Client, except as expressly authorized in writing by Client.

9.4 Taxes and Insurance. Consultant shall be responsible for all tax returns and payments required by any federal, state, or local tax authority related to the performance of Services under this Agreement. Consultant shall maintain appropriate insurance coverage, including without limitation workers' compensation insurance, professional liability insurance, and general liability insurance, in amounts sufficient to protect itself and Client from any claims or liabilities arising from the performance of Services under this Agreement.

10. GENERAL PROVISIONS

10.1 Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

10.2 Amendment. This Agreement may only be amended or modified by a written instrument signed by both Parties.

10.3 Assignment. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of this Section shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

(a) When delivered by hand (with written confirmation of receipt);

(b) When received by the addressee if sent by a nationally recognized overnight courier (receipt requested);

(c) On the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or

(d) On the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective Parties at the addresses set forth in the preamble to this Agreement (or to such other address as may be designated by a Party from time to time in accordance with this Section).

10.5 Waiver. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.6 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule.

10.8 Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be San Francisco, California. The arbitrator(s) shall award to the prevailing Party, if any, as determined by the arbitrator(s), their reasonable attorneys' fees and costs.

10.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10.10 Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation:

- (a) Acts of God;
- (b) Flood, fire, earthquake, or explosion;
- (c) War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest;
- (d) Government order or law;
- (e) Actions, embargoes, or blockades in effect on or after the date of this Agreement;
- (f) Action by any governmental authority;
- (g) National or regional emergency;
- (h) Strikes, labor stoppages or slowdowns, or other industrial disturbances; and
- (i) Shortage of adequate power or transportation facilities.

The affected Party shall give notice within five (5) days of the force majeure event to the other Party, stating the period of time the occurrence is expected to continue.

10.11 Equitable Relief. Each Party acknowledges that a breach of this Agreement may cause the other Party irreparable harm for which monetary damages would not be an adequate remedy, and agrees that the other Party shall be entitled to equitable relief, including injunction and specific performance, in addition to any other remedies available at law or in equity, without the need to post a bond or other security.

10.12 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10.13 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

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

ACME TECHNOLOGIES, INC.

By: _____ Name: John Smith Title: Chief Technology Officer Date:
March 20, 2025

QUANTUM SOLUTIONS, LLC

By: _____ Name: Jane Doe Title: Managing Director Date: March 20,
2025

EXHIBIT A

SERVICES

1. Description of Services

Consultant shall provide the following Services to Client:

- a. Analyze Client's existing machine learning models for efficiency and accuracy;
- b. Recommend optimization strategies for Client's neural network architecture;
- c. Assist with implementation of recommended optimizations;
- d. Develop custom algorithms to enhance model performance;
- e. Provide knowledge transfer to Client's technical team through documentation and training sessions;
- f. Conduct benchmark testing to validate improvements; and
- g. Prepare a comprehensive final report with findings and recommendations.

2. Deliverables

Consultant shall deliver the following to Client:

- a. Initial assessment report within 14 days of the Effective Date;
- b. Optimization strategy document within 30 days of the Effective Date;
- c. Implementation support for a period of 45 days following delivery of the optimization strategy;
- d. Custom algorithms developed as part of the Services;
- e. Training materials and documentation for Client's technical team;
- f. Benchmark testing results; and
- g. Final report with findings and recommendations within 90 days of the Effective Date.

3. Schedule

Consultant shall perform the Services according to the following schedule:

- a. Project kickoff meeting: Within 5 days of the Effective Date
- b. Initial assessment phase: Days 1-14
- c. Optimization strategy development: Days 15-30
- d. Implementation support: Days 31-75
- e. Benchmark testing: Days 76-85
- f. Final report preparation: Days 86-90

4. Reporting

Consultant shall provide Client with the following reports:

- a. Weekly progress reports every Friday during the Term of this Agreement;
- b. Monthly summary reports on the last business day of each month during the Term of this Agreement; and
- c. Ad hoc reports as reasonably requested by Client.

5. Location

Consultant shall perform the Services primarily at Consultant's own facilities, with on-site visits to Client's facilities as needed and mutually agreed upon by the Parties.

6. Client Responsibilities

Client shall:

- a. Provide Consultant with timely access to relevant Client Materials;
- b. Designate a project manager to serve as Consultant's primary point of contact;
- c. Provide timely feedback on Consultant's deliverables;
- d. Make available Client personnel as reasonably required to assist Consultant in performing the Services; and
- e. Provide Consultant with access to Client's systems and facilities as necessary for the performance of the Services.

EXHIBIT B

FEES AND PAYMENT SCHEDULE

1. Fees

a. **Fixed Fee:** Client shall pay Consultant a fixed fee of \$150,000 for the Services described in Exhibit A.

b. **Payment Schedule:** The fixed fee shall be paid according to the following schedule:

- i. \$45,000 upon execution of this Agreement;
- ii. \$45,000 upon delivery and acceptance of the optimization strategy document; and
- iii. \$60,000 upon delivery and acceptance of the final report.

2. Expenses

a. **Travel Expenses:** Client shall reimburse Consultant for reasonable travel expenses incurred in connection with on-site visits to Client's facilities, subject to Section 2.2 of the Agreement and Client's travel policy.

b. **Other Expenses:** Client shall reimburse Consultant for other reasonable out-of-pocket expenses incurred in connection with the performance of the Services, provided that such expenses are pre-approved in writing by Client.

c. **Expense Cap:** Total reimbursable expenses shall not exceed \$15,000 without Client's prior written approval.

3. Invoicing

a. Consultant shall invoice Client for the fixed fee payments on the dates specified in Section 1(b) of this Exhibit B.

b. Consultant shall invoice Client for reimbursable expenses on a monthly basis, with such invoices accompanied by documentation reasonably satisfactory to Client evidencing such expenses.

c. All invoices shall be submitted to:

Accounts Payable ACME Technologies, Inc. 123 Innovation Drive San Francisco, CA 94105
Email: ap@acmetech.com

4. Payment Terms

a. Client shall pay all undisputed amounts within thirty (30) days after receipt of Consultant's invoice.

b. All payments shall be made in U.S. dollars by check or electronic funds transfer to the account designated by Consultant.