NEXUS

NEXUS INDUSTRIAL GROUP, LLC
10601 Clarence Dr, Ste 250
Frisco, TX 75033 · USA
713.282.7440 · nexusindgroup.com

CONTRACT & LEGAL STACK.

STANDARD ENGAGEMENT FRAMEWORK

DOC NO.	VERSION	CLASSIFICATION	STATUS
NXS-LEGAL-STACK	2.0 · 2026	Confidential	Draft for counsel review

Nexus uses a layered contract structure for technology engagements so commercial terms stay simple while the protections that matter most - scope, payment, IP, AI, security, and data responsibility - remain consistent across projects.

DRAFT FOR COUNSEL REVIEW	This document is a business-ready draft intended for review and confirmation by Nexus counsel before adoption as standard client paper.

CONTRACTING PRINCIPLE	Use the lightest document set that fits the risk. Do not make a low-risk pilot negotiate enterprise-grade exhibits that are not relevant.

01

SECTION

CORE DOCUMENT SET

MASTER SERVICES AGREEMENT (MSA)	Signed once per client relationship. Establishes payment, confidentiality, IP framework, warranties, indemnities, liability, termination, dispute terms, and general risk allocation.
STATEMENT OF WORK (SOW)	Signed for each project, phase, or major change. Defines scope, deliverables, acceptance, milestones, assumptions, fees, project-specific dependencies, data classes, and support obligations.

EXHIBIT A - TECHNOLOGY, IP & AI	Used for software, AI, automation, platform, integration, marketplace, and similar projects. Protects reusable Nexus technology while defining client ownership of paid-for project-specific deliverables.
EXHIBIT B - SECURITY RESPONSIBILITY	Used when Nexus accesses production systems, privileged accounts, confidential/regulated data, or managed infrastructure. Allocates account ownership, access, security controls, incident response, backups, and monitoring.
DPA / PRIVACY ADDENDUM (IF REQUIRED)	Use only when Nexus processes personal data on the Client's behalf and applicable law or enterprise procurement requires a processor agreement. This document is not part of the baseline stack unless triggered.
MANAGED SERVICES / SUPPORT ADDENDUM (IF REQUIRED)	Use for ongoing production monitoring, SLAs, uptime commitments, on-call support, or 24/7 services. Do not imply these obligations in a build-only SOW.

02

SECTION

RECOMMENDED CONTRACT FLOW

01 Proposal / commercial overview.

02 Mutual NDA only if confidential discussions begin before the MSA is signed.

03 MSA signed once.

04 Project SOW signed for each engagement or phase.

05 Attach Exhibit A and/or Exhibit B only when relevant; add a DPA or support addendum only when triggered.

06 Use a written Change Order for material scope, functionality, integrations, compliance requirements, or schedule changes.

03

SECTION

ORDER OF PRECEDENCE

Unless a document expressly states otherwise, the order of precedence is: (1) signed Change Order for the affected scope; (2) SOW; (3) applicable schedules or exhibits; and (4) MSA. A lower-priority document is modified only to the extent of a

direct conflict.

04 SECTION — NEGOTIATION GUARDRAILS

USUALLY KEEP	Client ownership of paid-for project-specific deliverables; Nexus ownership of reusable technology; scope/acceptance discipline; client-owned production accounts; payment before IP transfer; change control; reasonable liability cap.
CAN FLEX BY DEAL	Payment schedule, acceptance period, support term, warranty period, insurance requirements, notice periods, project-specific security controls, venue for strategic enterprise clients.
ESCALATE TO LEADERSHIP / COUNSEL	Unlimited liability; assignment of Nexus background IP; broad exclusivity/non-compete; ownership of generalized AI/automation methods; uncapped security indemnity; regulated-data obligations Nexus cannot operationally meet; source-code escrow; custom audit rights; customer terms that supersede the entire Nexus stack.

05 SECTION — COMMERCIAL PHILOSOPHY

- Protect the Nexus platform without making the customer feel locked in.
- Keep production accounts and production data in the client's name whenever commercially practical.
- Make project-specific ownership easy to understand: the client owns what it paid Nexus to create specifically for that client; Nexus keeps reusable technology, methods, architecture, tools, and know-how.
- Allocate security and compliance based on actual control. Nexus is responsible for systems and access under its control; the client is responsible for client-controlled systems, legal requirements, and business decisions.
- Use specific SOWs to prevent scope ambiguity rather than relying on aggressive legal disclaimers to solve project-management problems.

06 SECTION — INTERNAL PRE-SIGNATURE CHECKLIST

CHECK EACH ITEM BEFORE RELEASE FOR SIGNATURE

☐	Is the client legal entity correct?	01
☐	Is the SOW scope specific enough to test acceptance?	02
☐	Are exclusions and client dependencies explicit?	03
☐	Are all production accounts assigned to the correct owner?	04
☐	Will personal, biometric, financial, health, export-controlled, or other regulated data be processed?	05
☐	Is Exhibit B required?	06
☐	Is a DPA required?	07
☐	Are third-party costs and vendor assumptions identified?	08
☐	Are support and uptime expectations expressly included or excluded?	09
☐	Does the work create reusable Nexus technology that must be protected in Exhibit A?	10
☐	Has any customer paper overridden the Nexus liability, IP, or security framework?	11

REVIEWED BY _____ DATE _____

07

SECTION

COUNSEL CONFIRMATION BEFORE STANDARD ADOPTION

Nexus counsel should confirm enforceability and suitability under Texas law, including liability limitations, indemnities, warranty disclaimers, non-solicitation, attorneys' fees, privacy obligations, AI provisions, and any regulated-data requirements applicable to a particular customer or project.