NEXUS

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STATEMENT OF WORK.

TECHNOLOGY SERVICES · MODULAR TEMPLATE

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

This Statement of Work ("SOW") is entered into under the Master Services Agreement ("MSA") between Nexus Industrial Group, LLC ("Nexus") and _____ ("Client"). This SOW incorporates the MSA and the schedules checked below.

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.

PROJECT IDENTIFICATION

PROJECT NAME	
CLIENT LEGAL ENTITY	
CLIENT PROJECT SPONSOR	
NEXUS PROJECT LEAD	
EFFECTIVE DATE	
TARGET COMPLETION DATE	

SCHEDULES / ADDENDA INCORPORATED	☐ Exhibit A - Technology, IP & AI Schedule ☐ Exhibit B - Security Responsibility Schedule ☐ Data Processing Addendum (if applicable) ☐ Managed Services / Support Addendum (if applicable)

01 SECTION — PROJECT OBJECTIVE

BUSINESS OBJECTIVE:	_____ _____ _____
SUCCESS MEASURES / INTENDED OUTCOME:	_____ _____ _____
PRIMARY USERS / STAKEHOLDERS:	_____ _____

02 SECTION — PROJECT TYPE

☐ Mobile application	☐ Web / SaaS platform
☐ Marketplace / transactional platform	☐ Internal business system
☐ Customer / supplier portal	☐ AI-enhanced application or workflow
☐ Automation / integration	☐ Data engineering / analytics
☐ Consulting / discovery	☐ Managed services / support
☐ Other: _____	

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SECTION

SCOPE AND DELIVERABLES

WORKSTREAM / FEATURE 1	Description: _____ _____ Acceptance criteria: _____ _____
WORKSTREAM / FEATURE 2	Description: _____ _____ Acceptance criteria: _____ _____
WORKSTREAM / FEATURE 3	Description: _____ _____ Acceptance criteria: _____ _____
ADDITIONAL WORKSTREAM	Description: _____ _____ Acceptance criteria: _____ _____

04

SECTION

EXPLICIT EXCLUSIONS

Unless expressly added through an approved Change Order, the following are excluded:

- Future enhancements and new features not listed above
- New integrations or data sources not listed above
- Additional platforms, jurisdictions, languages, user roles, or environments
- New legal or compliance requirements identified after scope approval
- Custom reporting beyond stated requirements
- Migration or cleansing of legacy data beyond stated requirements
- 24/7 production support, uptime guarantees, security operations, or post-launch support beyond the stated warranty

- Third-party fees unless expressly included

OTHER EXCLUSIONS:

_____

_____

05 SECTION

PROJECT PHASES AND MILESTONES

PHASE 1 - DISCOVERY / PLANNING	Deliverables: _____ Acceptance criteria: _____ Estimated duration: _____
PHASE 2 - DESIGN / ARCHITECTURE	Deliverables: _____ Acceptance criteria: _____ Estimated duration: _____
PHASE 3 - BUILD / CONFIGURATION	Deliverables: _____ Acceptance criteria: _____ Estimated duration: _____
PHASE 4 - QA / UAT	Deliverables: _____ Acceptance criteria: _____ Estimated duration: _____
PHASE 5 - DEPLOYMENT / HANDOFF	Deliverables: _____ Acceptance criteria: _____ Estimated duration: _____

06 SECTION

CLIENT DEPENDENCIES AND ASSUMPTIONS

- Timely Client participation, decisions, and approvals
- Timely access to systems, accounts, data, content, and subject-matter experts
- Availability and continued compatibility of required Third-Party Services and APIs
- Client completion of legal, compliance, security, privacy, and policy reviews for Client's business
- No material scope change after baseline approval

- Client ownership or lawful right to use Client Materials

OTHER ASSUMPTIONS:

_____

_____

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SECTION

THIRD-PARTY SERVICES AND ACCOUNT OWNERSHIP

CLOUD PROVIDER	Provider: _____ Production owner: ☐ Client ☐ Other: _____ Estimated monthly cost: _____
AI PROVIDER	Provider: _____ Production owner: ☐ Client ☐ Other: _____ Estimated monthly cost: _____
PAYMENTS	Provider: _____ Production owner: ☐ Client ☐ Other: _____ Estimated monthly cost: _____
COMMUNICATIONS	Provider: _____ Production owner: ☐ Client ☐ Other: _____ Estimated monthly cost: _____
IDENTITY / KYC	Provider: _____ Production owner: ☐ Client ☐ Other: _____ Estimated monthly cost: _____
OTHER	Provider: _____ Production owner: _____ Estimated monthly cost: _____

Third-party fees are excluded from Nexus fees unless expressly stated. Nexus does not guarantee approval, availability, pricing, or continued operation of Third-Party Services.

08 SECTION

DATA, AI, SECURITY, AND COMPLIANCE CLASSIFICATION

DATA EXPECTED IN THE PROJECT:	☐ Public ☐ Internal ☐ Confidential ☐ Personal ☐ Biometric ☐ Financial ☐ Health ☐ Export-controlled ☐ Other regulated data
PRODUCTION ACCESS REQUIRED BY NEXUS:	☐ No ☐ Yes - describe: _____
AI WILL PROCESS CLIENT DATA:	☐ No ☐ Yes - provider(s): _____
CLIENT REQUIRES A DPA:	☐ No ☐ Yes
CLIENT-SPECIFIC SECURITY CONTROLS BEYOND EXHIBIT B:	☐ No ☐ Yes - attach or describe
REQUIRED COMPLIANCE FRAMEWORKS / POLICIES SUPPLIED BY CLIENT:	_____ _____

09 SECTION

ACCEPTANCE PROCEDURE

Unless this SOW states otherwise, Client has ten (10) business days after delivery of each milestone to accept it or provide a written list of material deficiencies against the stated acceptance criteria. Failure to respond within the review period constitutes acceptance. Minor defects that do not materially impair intended use do not delay acceptance and may be corrected during ordinary defect remediation.

10 SECTION

CHANGE CONTROL

Material changes to scope, features, integrations, assumptions, data/security requirements, compliance requirements, timeline, or support obligations require a Change Order. Change Orders may be approved by authorized representatives using signature, email, or another written method agreed for this SOW. Nexus is not required to begin changed work until approval.

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SECTION

FEES AND PAYMENT SCHEDULE

COMMERCIAL MODEL	☐ Fixed fee ☐ Time & materials ☐ Retainer / managed services ☐ Other
PROJECT FEE / RATE	_____
PAYMENT SCHEDULE	_____ _____
APPROVED EXPENSE TREATMENT	_____
THIRD-PARTY EXPENSE APPROVAL THRESHOLD	Individual: $ _____ Recurring monthly: $ _____
TAXES	Fees exclude applicable sales, use, excise, withholding, or similar taxes unless stated otherwise.

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SECTION

WARRANTY AND POST-LAUNCH SUPPORT

WARRANTY PERIOD	90 days after acceptance unless otherwise stated.
INCLUDED POST-LAUNCH SUPPORT	☐ None beyond warranty ☐ Included as described below
SUPPORT TERM / HOURS	_____
SERVICE LEVELS	_____ _____
SUPPORT FEE	_____

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SECTION

TERMINATION AND TRANSITION

Unless otherwise stated, Client may terminate this SOW for convenience on thirty (30) days written notice. Client will pay for Services performed, usable work in progress, approved expenses, and non-cancellable commitments incurred through the effective termination date. At Client's request and expense, Nexus will reasonably cooperate in transition of Client-owned Deliverables and Client-controlled production accounts.

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SECTION

SPECIAL PROJECT PROVISIONS

_____

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_____

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SECTION

PROJECT COMMUNICATION AND APPROVALS

CLIENT AUTHORIZED APPROVER(S)	_____ _____
NEXUS AUTHORIZED APPROVER(S)	_____ _____
APPROVED PROJECT COMMUNICATION CHANNEL	☐ Email ☐ Teams ☐ Slack ☐ Project system ☐ Other _____
CHANGE ORDER APPROVAL METHOD	☐ Signature ☐ Email ☐ Other written approval

EXECUTION

SIGNATURES.

NEXUS INDUSTRIAL GROUP, LLC	CLIENT:
SIGNATURE	SIGNATURE
PRINTED NAME	PRINTED NAME
TITLE	TITLE
DATE	DATE