MANAGED SERVICES AGREEMENT

PARTIES

This Managed Services Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

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

AND

[SERVICE PROVIDER NAME], a [STATE] corporation with principal offices at [FULL ADDRESS] ("Service Provider")

RECITALS

WHEREAS, Client operates an advanced enterprise AI services platform specializing in predictive analytics and digital transformation solutions;

WHEREAS, Service Provider possesses specialized technical capabilities in enterprise systems support and intelligent infrastructure management;

WHEREAS, the parties desire to establish a comprehensive managed services relationship to support Client's technological infrastructure and operational requirements;

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

1. DEFINITIONS

1 "Managed Services" shall mean the comprehensive technical support, system monitoring, maintenance, and operational management services more specifically described in Exhibit A.

2 "Service Level Agreement" or "SLA" means the performance standards, response times, and operational metrics attached hereto as Exhibit B.

3 "Confidential Information" means all proprietary technical, financial, and operational information exchanged between the parties during the term of this Agreement.

2. SCOPE OF SERVICES

1 Service Provider shall provide the following core managed services:

(a) 24x7x365 enterprise systems monitoring

(b) Predictive infrastructure maintenance

(c) Cybersecurity threat detection and mitigation

(d) Cloud infrastructure management

(e) Technical support and incident response

2 Service Provider shall maintain the following minimum technical capabilities:

(a) Mean Time to Respond (MTTR): Less than 30 minutes for critical incidents

(b) System Uptime Guarantee: 99.99% monthly availability

(c) Comprehensive security compliance with NIST SP 800-53 standards

3. TERM AND TERMINATION

1 Initial Term: This Agreement shall commence on February 1, 2024, and continue for an initial period of twenty-four (24) months.

2 Renewal: The Agreement may be renewed for successive twelve (12) month periods upon mutual written agreement of both parties.

3 Termination Provisions:

(a) For Convenience: Either party may terminate with ninety (90) days written notice

(b) For Cause: Immediate termination possible for material breach after thirty (30) day cure period

(c) Change of Control: Client may terminate without penalty if Service Provider experiences significant ownership transformation

4. COMPENSATION

1 Monthly Service Fee: $42,500, payable net thirty (30) days from invoice date.

2 Fee Adjustments: Annual fee may be adjusted up to 3% based on Consumer Price Index (CPI) modifications.

3 Additional Services: Hourly rates for supplemental services shall be as outlined in Exhibit C, not to exceed $250 per technical resource hour.

5. INTELLECTUAL PROPERTY

1 Client retains all rights, title, and interest in any pre-existing intellectual property.

2 Service Provider grants a non-exclusive, perpetual license for any custom solutions developed during service delivery.

6. CONFIDENTIALITY

1 Each party shall maintain strict confidentiality of the other's proprietary information.

2 Confidentiality obligations survive termination of this Agreement for a period of five (5) years.

7. LIABILITY AND INDEMNIFICATION

1 Maximum Aggregate Liability: Limited to twelve (12) months of total contract value.

2 Service Provider shall indemnify Client against:

(a) Direct damages from service failures

(b) Third-party intellectual property infringement claims

(c) Data breach incidents caused by Service Provider negligence

8. GOVERNING LAW

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

2 Any disputes shall be resolved through binding arbitration in Santa Clara County, California.

9. MISCELLANEOUS

1 Force Majeure: Neither party shall be liable for delays caused by unforeseeable circumstances.

2 Assignment: Neither party may assign this Agreement without prior written consent.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above

written.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[SERVICE PROVIDER]

By:

[Authorized Signatory]

[Title]

EXHIBITS:

-        Exhibit A: Detailed Service Specifications

-        Exhibit B: Service Level Agreement

-        Exhibit C: Pricing and Rate Schedule