

# CONTINUOUS INTEGRATION SERVICES CONTRACT

## PARTIES

This Continuous Integration Services Contract ("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 requires advanced continuous integration and deployment services to support its enterprise AI platform development;

WHEREAS, Service Provider specializes in providing comprehensive continuous integration infrastructure and DevOps solutions;

WHEREAS, the parties desire to establish a comprehensive service relationship under mutually agreed terms;

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

## 1. DEFINITIONS

1 "Continuous Integration Services" shall mean the automated process of integrating code changes from multiple contributors into a single software project, including automated testing, build verification, and deployment preparation.

2 "Service Level Agreement" or "SLA" means the performance standards and metrics outlined in Exhibit A of this Agreement.

3 "Confidential Information" means all proprietary technical and business information disclosed by

either party during the course of this Agreement.

## **2. SCOPE OF SERVICES**

1 Service Provider shall provide the following core continuous integration services:

- a) Automated build and compilation processes
- b) Comprehensive unit and integration testing frameworks
- c) Deployment pipeline configuration
- d) Infrastructure-as-code management
- e) Performance monitoring and reporting

2 Service Provider shall maintain a minimum 99.95% service availability, as defined in the attached Service Level Agreement.

3 All services shall be delivered in compliance with industry-standard security protocols, including but not limited to:

- OWASP security guidelines
- SOC 2 Type II compliance standards
- Advanced encryption for data in transit and at rest

## **3. COMPENSATION AND BILLING**

1 Client shall pay Service Provider a monthly fee of \$15,000 for comprehensive continuous integration services.

2 Additional services or expanded infrastructure requirements shall be billed at a rate of \$250 per engineering hour, with prior written authorization from Client.

3 Invoices shall be submitted electronically on the 1st business day of each calendar month, with net 30-day payment terms.

## **4. TERM AND TERMINATION**

1 Initial Term: This Agreement shall commence on February 1, 2024, and continue for an initial period of twelve (12) months.

2 Renewal: The Agreement shall automatically renew for successive twelve-month periods unless

either party provides written notice of non-renewal at least 60 days prior to the current term's expiration.

### 3 Termination Rights:

- a) Either party may terminate this Agreement for material breach after providing 30 days written notice and opportunity to cure
- b) Client may terminate for convenience with 90 days written notice
- c) Service Provider may terminate if Client fails to make payment within 45 days of invoice date

## 5. INTELLECTUAL PROPERTY

1 Client shall retain all intellectual property rights to code, configurations, and derivative works created during service delivery.

2 Service Provider grants Client a perpetual, non-exclusive license to use proprietary integration tooling and frameworks incorporated into the service.

## 6. CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality of all shared information, using no less than reasonable commercial standards of protection.

2 Confidentiality obligations shall survive termination of this Agreement for a period of three (3) years.

## 7. LIABILITY AND INDEMNIFICATION

1 Service Provider's total aggregate liability shall not exceed the total contract value for the preceding twelve-month period.

2 Service Provider shall indemnify Client against third-party claims arising from:

- a) Intellectual property infringement
- b) Gross negligence
- c) Willful misconduct

## 8. MISCELLANEOUS PROVISIONS

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

2 Dispute Resolution: Any disputes shall first be submitted to binding arbitration in Santa Clara County, California.

3 Force Majeure: Neither party shall be liable for delays caused by unforeseeable circumstances outside reasonable control.

## **9. SIGNATURES**

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]