

MASTER SERVICE AGREEMENT - CLOUD INFRASTRUCTURE DEPLOYMENT

PARTIES

This Master Service 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

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

RECITALS

WHEREAS, Client requires comprehensive cloud infrastructure deployment services to support its enterprise AI and predictive analytics platforms;

WHEREAS, Service Provider specializes in advanced cloud infrastructure solutions and enterprise-grade deployment services;

WHEREAS, the parties desire to establish a comprehensive framework for cloud infrastructure services;

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

1. DEFINITIONS

1 "Cloud Services" shall mean the comprehensive cloud infrastructure deployment, management, and support services to be provided by Service Provider.

2 "Confidential Information" means all proprietary technical and business information disclosed by either party during the course of this Agreement.

3 "Service Level Agreement (SLA)" means the performance standards and metrics outlined in

Exhibit A.

2. SCOPE OF SERVICES

1 Service Specifications

Service Provider shall provide the following core services:

- a) Cloud infrastructure design and architecture
- b) Secure deployment of AI and machine learning platforms
- c) Continuous infrastructure monitoring and optimization
- d) Scalable cloud resource management
- e) Advanced security and compliance implementation

2 Service Levels

Service Provider guarantees:

- 99.99% infrastructure uptime
- Maximum 15-minute incident response time
- Quarterly comprehensive performance reviews
- Proactive security vulnerability assessments

3. PRICING AND PAYMENT TERMS

1 Pricing Structure

- Base Monthly Infrastructure Fee: \$45,000
- Per-User Scaling Costs: \$250 per additional user
- Advanced Security Module: \$15,000 annually

2 Payment Schedule

- Monthly invoicing on net-30 terms
- Payments via electronic funds transfer
- Late payments subject to 1.5% monthly penalty

4. SECURITY AND COMPLIANCE

1 Data Protection

Service Provider shall:

- Implement AES-256 encryption for data at rest and in transit
- Maintain SOC 2 Type II and ISO 27001 certifications
- Provide quarterly third-party security audits
- Ensure GDPR and CCPA compliance

2 Incident Response

- Immediate notification of potential security breaches
- Comprehensive incident mitigation plan
- Root cause analysis within 72 hours of any security event

5. INTELLECTUAL PROPERTY

1 Ownership

- Client retains all rights to data and derived insights
- Service Provider grants non-exclusive license for infrastructure technologies

2 Confidentiality

- 5-year non-disclosure obligation
- Strict access controls and data segregation
- Comprehensive confidentiality penalties

6. SERVICE TERMINATION

1 Termination Rights

- 90-day written termination with cause
- Immediate termination for material breach
- Comprehensive data migration support

2 Transition Services

- Minimum 60-day transition period
- Full data export in standard, portable formats
- Knowledge transfer and infrastructure documentation

7. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

- Maximum aggregate liability: \$500,000
- Exclusion of consequential and indirect damages
- Comprehensive insurance requirements

2 Indemnification

- Mutual indemnification for third-party claims
- Immediate notification of potential legal risks
- Cooperative legal defense provisions

8. MISCELLANEOUS PROVISIONS

1 Governing Law

- California law shall govern this Agreement
- Exclusive jurisdiction in Santa Clara County, California

2 Force Majeure

- Comprehensive exceptions for uncontrollable events
- Obligation to mitigate and restore services

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

[CLOUD SERVICE PROVIDER]

By:

[Authorized Signatory]

[Title]