

# Managed Cloud Services Operational Framework

## PREAMBLE

This Managed Cloud Services Operational Framework ("Framework") is entered into by and between Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Innovation Plaza, San Francisco, CA 94105 (hereinafter "Provider"), and the undersigned client organization (hereinafter "Client").

## 1. DEFINITIONS

1 "Cloud Services" shall mean the comprehensive suite of managed cloud infrastructure, platform, and software solutions provided by Provider pursuant to this Framework.

2 "Service Level Agreement" or "SLA" refers to the specific performance metrics, availability guarantees, and operational standards detailed in Exhibit A.

3 "Confidential Information" means all proprietary technical, operational, and strategic information exchanged between parties during service delivery.

## 2. SCOPE OF SERVICES

### 1 Core Service Offerings

Provider shall deliver the following managed cloud services:

- a) Predictive AI-driven infrastructure monitoring
- b) Automated security and compliance management
- c) Scalable cloud architecture design and implementation
- d) Continuous performance optimization
- e) Disaster recovery and business continuity planning

### 2 Service Customization

Services will be tailored to Client's specific technological ecosystem, with a focus on:

- Enterprise-grade security protocols
- Seamless integration with existing technological infrastructure
- Adaptive machine learning-powered performance tuning

### **3. PERFORMANCE STANDARDS**

#### **1 Availability Guarantee**

Provider guarantees 99.99% system uptime, with detailed remediation protocols for any service interruptions.

#### **2 Response and Resolution Timelines**

- Critical Issues: Maximum 30-minute initial response, 4-hour resolution window
- High-Priority Issues: 2-hour response, 8-hour resolution window
- Standard Issues: 4-hour response, 24-hour resolution window

### **4. SECURITY AND COMPLIANCE**

#### **1 Data Protection**

Provider shall implement multi-layered security measures including:

- End-to-end encryption
- Zero-trust authentication frameworks
- Continuous threat monitoring
- Compliance with NIST, ISO 27001, and GDPR standards

#### **2 Audit and Reporting**

Quarterly comprehensive security and performance audit reports will be provided, detailing:

- System health metrics
- Potential vulnerability assessments
- Optimization recommendations

### **5. PRICING AND BILLING**

#### **1 Pricing Structure**

- Base Monthly Service Fee: \$15,000
- Scalable Usage-Based Pricing Model
- Transparent billing with detailed service itemization

#### **2 Payment Terms**

- Net 30 days from invoice date

- Prorated adjustments for partial service periods
- Accepted payment methods: Wire Transfer, ACH, Corporate Credit

## **6. INTELLECTUAL PROPERTY**

### **1 Ownership**

- Client retains ownership of all uploaded data and configurations
- Provider retains ownership of proprietary service delivery technologies
- No transfer of underlying algorithmic or architectural IP

## **7. TERMINATION AND TRANSITION**

### **1 Contract Duration**

Initial term: 24 months, with automatic 12-month renewal periods

### **2 Termination Conditions**

- 90-day written notice for non-renewal
- Immediate termination for material breach
- Comprehensive data migration support during transition

## **8. LIABILITY AND INDEMNIFICATION**

### **1 Limitation of Liability**

Total aggregate liability shall not exceed 12 months of service fees.

### **2 Indemnification**

Each party shall indemnify the other against third-party claims arising from willful misconduct or gross negligence.

## **9. MISCELLANEOUS PROVISIONS**

### **1 Governing Law**

This Framework shall be governed by the laws of the State of California.

### **2 Dispute Resolution**

Any disputes shall be resolved through binding arbitration in San Francisco, California.

## **EXECUTION**

IN WITNESS WHEREOF, the parties hereto have executed this Managed Cloud Services Operational Framework as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez, CEO

**Date:**

CLIENT ORGANIZATION

**By:**

[Authorized Signatory]

**Date:**