

# MANAGED SERVICES PROVIDER (MSP) AGREEMENT

## PREAMBLE

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

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

AND

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

## RECITALS

WHEREAS, Client is an enterprise AI services and predictive analytics company specializing in advanced technological solutions for industrial and enterprise clients;

WHEREAS, Service Provider possesses specialized expertise in managed technology services and infrastructure support;

WHEREAS, Client desires to engage Service Provider to provide comprehensive managed technology services to support its operational infrastructure and digital transformation initiatives;

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 technology infrastructure, support, and operational management services to be provided by Service Provider as detailed in Exhibit A.

2 "Service Level Agreement" or "SLA" means the performance standards, response times, and quality metrics specified in Exhibit B.

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

## **2. SCOPE OF SERVICES**

### **1 Service Offerings**

Service Provider shall provide the following core managed services:

#### **a) Infrastructure Management**

- Cloud infrastructure monitoring and optimization
- Network security and threat detection
- Endpoint management and device support
- Disaster recovery and business continuity planning

#### **b) Technical Support**

- 24x7x365 help desk and technical support
- Proactive system monitoring
- Incident response and resolution
- Regular system health assessments

#### **c) Cybersecurity Services**

- Advanced threat protection
- Vulnerability scanning and remediation
- Compliance monitoring
- Security information and event management (SIEM)

### **2 Service Exclusions**

The following services are explicitly excluded from this Agreement:

- Custom software development
- Hardware procurement
- Physical on-site technical support beyond agreed response times

## **3. SERVICE LEVEL AGREEMENT**

### **1 Performance Metrics**

Service Provider guarantees the following minimum performance standards:

- a) System Uptime: 99.95% monthly availability

b) Response Times:

- Critical Issues: 30-minute initial response
- High Priority: 2-hour initial response
- Standard Issues: 4-hour initial response

2 Reporting and Compliance

Service Provider shall provide monthly comprehensive performance reports detailing:

- Incident response times
- System performance metrics
- Security event summaries
- Compliance status

## **4. COMPENSATION**

1 Pricing Structure

- Monthly Base Fee: \$15,000
- Additional Usage Fees: Tiered pricing based on infrastructure scale
- Annual Contract Value: Approximately \$180,000

2 Payment Terms

- Net 30 days from invoice date
- Quarterly billing cycles
- Payments via electronic funds transfer

## **5. TERM AND TERMINATION**

1 Initial Term

The initial contract term shall be twenty-four (24) months from the Effective Date.

2 Renewal

Automatic twelve (12) month renewals unless either party provides ninety (90) days written termination notice.

3 Termination Conditions

- Material Breach: 30-day cure period

- Non-Performance: Immediate termination with documented service failures
- Convenience: Prorated refund of prepaid services

## **6. CONFIDENTIALITY**

### **1 Confidential Information Protection**

Both parties agree to:

- Maintain strict confidentiality
- Implement robust information security protocols
- Restrict access to authorized personnel
- Return or destroy confidential materials upon contract termination

## **7. LIMITATION OF LIABILITY**

### **1 Maximum Liability**

Total aggregate liability shall not exceed the total contract value for the preceding twelve (12) months.

### **2 Exclusions**

Liability limitations do not apply to:

- Willful misconduct
- Gross negligence
- Intellectual property infringement
- Data breach resulting from Service Provider's negligence

## **8. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Santa Clara County.

## **9. SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

[MANAGED SERVICE PROVIDER]

**By:**

[Authorized Signatory Name]

[Title]