

MANAGED CLOUD SERVICES PARTNERSHIP CONTRACT

PREAMBLE

This Managed Cloud Services Partnership Contract ("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 ("Nexus")

AND

[PARTNER CLOUD SERVICE PROVIDER NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Cloud Partner")

1. DEFINITIONS

- 1 "Confidential Information" shall mean all proprietary technical, business, and operational information disclosed by either party during the term of this Agreement.
- 2 "Managed Cloud Services" means the comprehensive cloud infrastructure, platform, and software services to be provided by Cloud Partner to support Nexus's enterprise AI and predictive analytics platforms.
- 3 "Service Level Agreement" or "SLA" means the performance standards, availability metrics, and operational guarantees specified in Exhibit A.

2. SCOPE OF SERVICES

1 Cloud Services Engagement

Cloud Partner shall provide the following core managed cloud services to Nexus:

- a) Scalable cloud infrastructure supporting AI/ML computational requirements
- b) High-availability hosting environments
- c) Advanced security and compliance monitoring
- d) Disaster recovery and business continuity solutions

2 Performance Standards

Cloud Partner shall maintain the following minimum performance metrics:

- 99.99% uptime guarantee
- Maximum latency of 50 milliseconds for data transmission
- Immediate incident response within 15 minutes of detection
- Quarterly comprehensive security and performance audits

3. FINANCIAL TERMS

1 Pricing Structure

- Base Monthly Service Fee: \$75,000
- Computational Resource Scaling: \$0.12 per compute hour
- Data Storage: \$0.05 per gigabyte per month

2 Payment Terms

- Monthly invoicing with net-30 payment terms
- Quarterly reconciliation of computational resource utilization
- Annual price adjustment not to exceed 3% based on Consumer Price Index

4. INTELLECTUAL PROPERTY

1 Ownership

- Nexus retains full ownership of all data, algorithms, and derivative works generated using Cloud Partner's infrastructure
- Cloud Partner receives no intellectual property rights beyond service provision

2 Data Protection

- Cloud Partner shall implement industry-standard encryption (AES-256)
- Comprehensive data isolation and tenant separation protocols
- Strict compliance with GDPR, CCPA, and HIPAA data protection standards

5. SECURITY AND COMPLIANCE

1 Security Requirements

Cloud Partner shall maintain:

- SOC 2 Type II certification
- ISO 27001 information security management

- Continuous threat monitoring and intrusion detection systems
- Quarterly third-party security vulnerability assessments

2 Breach Notification

- Immediate notification within 2 hours of any potential security incident
- Comprehensive incident response plan
- Full forensic reporting within 72 hours of detection

6. SERVICE TERMINATION

1 Termination Rights

- Either party may terminate with 90 days written notice
- Immediate termination possible for material breach
- Transition support period of 120 days guaranteed

2 Data Migration

- Complete data export in standard, machine-readable formats
- No additional fees for final data migration
- Preservation of data integrity during transition

7. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

- Maximum aggregate liability limited to 12 months of service fees
- Exclusion of consequential, indirect, and punitive damages
- Comprehensive mutual indemnification for third-party claims

2 Insurance Requirements

- Cloud Partner maintains \$10M technology errors & omissions insurance
- \$5M cybersecurity and data breach coverage
- Annual proof of insurance required

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 be resolved through binding arbitration in Santa Clara County, California.

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

CLOUD PARTNER

By:

[Authorized Signatory Name]

[Title]

Exhibit A: Detailed Service Level Agreement (Incorporated by Reference)