

Managed Cloud Services Engagement Terms

PARTIES

This Managed Cloud Services Engagement Terms 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

CloudNative Solutions, LLC, a California limited liability company with principal offices at 500 Innovation Way, Palo Alto, California 94304 ("Service Provider")

RECITALS

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

WHEREAS, Service Provider specializes in providing comprehensive cloud management, security, and scalable infrastructure solutions;

WHEREAS, the parties desire to establish the terms and conditions governing the provision of managed cloud 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 managed cloud infrastructure, hosting, security, and support services to be provided by Service Provider.

2 "Service Level Agreement" or "SLA" shall mean the performance standards and metrics outlined in Exhibit A.

3 "Confidential Information" shall mean all proprietary technical and business information exchanged between the parties.

2. SCOPE OF SERVICES

1 Service Offerings

Service Provider shall provide the following core managed cloud services:

- a) Secure cloud infrastructure hosting
- b) Continuous system monitoring
- c) Automated scaling and resource optimization
- d) Advanced security and compliance management
- e) Disaster recovery and business continuity planning

2 Service Configuration

Services shall be configured to support Client's AI and predictive analytics platforms, including:

- Minimum 99.99% uptime guarantee
- Scalable compute and storage resources
- Multi-region redundancy
- Advanced threat detection and prevention

3. TERM AND TERMINATION

1 Initial Term

The initial term of this Agreement shall be twenty-four (24) months, commencing on the Effective Date.

2 Renewal

This Agreement may be renewed for successive twelve (12) month periods upon mutual written agreement.

3 Termination

- a) Either party may terminate this Agreement with sixty (60) days written notice
- b) Immediate termination is permitted for material breach after thirty (30) days cure period

4. PRICING AND PAYMENT

1 Monthly Service Fees

Client shall pay Service Provider a monthly fee of \$42,500, subject to annual adjustment based on

resource utilization and service expansion.

2 Payment Terms

- Invoices issued monthly
- Net thirty (30) days payment terms
- Late payments subject to 1.5% monthly interest charge

5. INTELLECTUAL PROPERTY

1 Ownership

All pre-existing intellectual property shall remain the exclusive property of its original creator.

2 Client Data

Client retains full ownership of all data processed or stored within the cloud infrastructure.

6. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

Neither party's total liability shall exceed the total fees paid during the twelve (12) months preceding the claim.

2 Indemnification

Each party shall indemnify the other against third-party claims arising from its breach of this Agreement.

7. CONFIDENTIALITY

1 Confidential Information

Both parties agree to maintain strict confidentiality of proprietary information for five (5) years following Agreement termination.

8. MISCELLANEOUS

1 Governing Law

This Agreement shall be governed by California law.

2 Dispute Resolution

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

SIGNATURE BLOCK

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

CLOUDNATIVE SOLUTIONS, LLC

By:

Michael Thompson

Chief Operating Officer