CLOUD ARCHITECTURE DESIGN AND IMPLEMENTATION AGREEMENT

PARTIES

This Cloud Architecture Design and Implementation Agreement (the "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 Innovation Park Drive, San Jose, California 95134 ("Client")

AND

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

RECITALS

WHEREAS, Client requires comprehensive cloud architecture design and implementation services to support its enterprise AI and predictive analytics platform;

WHEREAS, Cloud Provider possesses specialized expertise in enterprise cloud infrastructure and transformation services;

WHEREAS, the parties desire to establish the terms and conditions governing the design, implementation, and ongoing support of Client's cloud architecture;

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, migration, design, and implementation services to be provided by Cloud Provider.

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

3 "Deliverables" shall mean all work products, documentation, architectural designs, and

implementation plans created pursuant to this Agreement.

2. SCOPE OF SERVICES

1 Cloud Architecture Design

Cloud Provider shall:

a) Conduct comprehensive infrastructure assessment of Client's existing systems

b) Develop a detailed cloud migration and architecture strategy

c) Design scalable, secure cloud infrastructure supporting AI and predictive analytics workloads

d) Provide architectural recommendations for optimal performance and cost efficiency

2 Implementation Services

Cloud Provider shall:

a) Execute cloud migration strategy

b) Configure and deploy cloud infrastructure

c) Implement security protocols and compliance frameworks

d) Perform system integration and testing

e) Provide knowledge transfer and operational documentation

3. PROJECT TIMELINE AND MILESTONES

1 The total project duration shall be twelve (12) months from the Effective Date.

2 Key project milestones include:

-       Initial infrastructure assessment (Month 1)

-       Architectural design completion (Month 2)

-       Staged migration planning (Months 3-4)

-       Phased implementation (Months 5-9)

-       Final system validation (Months 10-12)

4. COMPENSATION

1 Total Project Cost: $1,250,000, payable as follows:

-       20% upon contract execution

-       30% upon completion of architectural design

- 25% upon successful migration initiation

- 25% upon final system acceptance

2 Additional services will be billed at mutually agreed hourly rates.

5. INTELLECTUAL PROPERTY

1 Client shall retain all rights to Deliverables specific to its infrastructure and configurations.

2 Cloud Provider retains intellectual property rights to generic architectural methodologies and underlying technologies.

6. CONFIDENTIALITY

1 Both parties shall maintain strict confidentiality of all shared information.

2 Confidentiality obligations survive termination of this Agreement for five (5) years.

7. WARRANTY AND PERFORMANCE

1 Cloud Provider warrants:
- Compliance with industry best practices
- Secure and reliable cloud infrastructure
- Minimal service disruption during migration
- Performance meeting mutually agreed specifications

2 Remedy for non-conformance includes re-performance or financial compensation.

8. LIMITATION OF LIABILITY

1 Maximum aggregate liability shall not exceed the total contract value.

2 Exclusions apply for indirect, consequential, or punitive damages.

9. TERMINATION

1 Either party may terminate for material breach with 30-day written notice.

2 Client may terminate for convenience with 60-day written notice and payment of pro-rata services rendered.

10. GOVERNING LAW

1 This Agreement shall be governed by California law.

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

SIGNATURE PAGE

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 PROVIDER]

By:

[Authorized Signatory]

[Title]