

HYBRID CLOUD ARCHITECTURE DEVELOPMENT CONTRACT

PARTIES

This Hybrid Cloud Architecture Development Contract (the "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

[CLOUD DEVELOPMENT PARTNER NAME], a [STATE] corporation with principal offices at [FULL ADDRESS] ("Developer")

RECITALS

WHEREAS, Client is an enterprise AI services firm specializing in predictive analytics and digital transformation solutions;

WHEREAS, Developer possesses specialized expertise in hybrid cloud architecture design and implementation;

WHEREAS, the parties desire to collaborate on the development of a comprehensive hybrid cloud infrastructure solution;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1 "Hybrid Cloud Architecture" shall mean an integrated computing environment combining on-premises, private cloud, and public cloud infrastructure with orchestrated data and application portability.

2 "Deliverables" shall mean all work products, documentation, source code, and architectural designs produced under this Agreement.

3 "Confidential Information" shall include all technical specifications, business strategies, and

proprietary methodologies shared during the project.

2. SCOPE OF WORK

1 Project Objectives

The primary objectives of this engagement include:

- a) Designing a scalable hybrid cloud infrastructure
- b) Implementing multi-cloud integration capabilities
- c) Ensuring enterprise-grade security and compliance
- d) Developing seamless workload migration protocols

2 Specific Deliverables

Developer shall provide:

- Comprehensive cloud architecture design document
- Infrastructure-as-Code (IaC) templates
- Security configuration protocols
- Migration strategy and implementation roadmap
- Performance optimization recommendations

3. PROJECT TIMELINE

1 Project Phases

- Phase 1: Discovery and Requirements Analysis (4 weeks)
- Phase 2: Architectural Design (6 weeks)
- Phase 3: Prototype Development (8 weeks)
- Phase 4: Testing and Validation (6 weeks)
- Phase 5: Final Implementation and Knowledge Transfer (4 weeks)

2 Total Project Duration

The total project duration shall not exceed twenty-eight (28) weeks from the contract execution date.

4. COMPENSATION

1 Total Contract Value

The total contract value shall be \$975,000, payable as follows:

- 15% upon contract execution
- 25% upon completion of architectural design
- 25% upon successful prototype development
- 25% upon successful testing and validation
- 10% upon final implementation and knowledge transfer

2 Payment Terms

All payments shall be made within thirty (30) days of invoice submission and milestone verification.

5. INTELLECTUAL PROPERTY

1 Ownership

All Deliverables created under this Agreement shall be the exclusive property of Nexus Intelligent Systems, Inc.

2 License Grant

Developer grants Client a perpetual, worldwide, non-exclusive license to use all developed technologies and methodologies.

6. CONFIDENTIALITY

1 Confidentiality Obligations

Both parties agree to maintain strict confidentiality regarding all shared information, with obligations continuing for five (5) years post-contract termination.

2 Permitted Disclosures

Confidential Information may be disclosed only to employees and contractors with a strict need-to-know basis.

7. WARRANTY AND REPRESENTATIONS

1 Developer Warranties

Developer represents and warrants that:

- All Deliverables will meet agreed specifications
- No third-party intellectual property rights will be infringed
- All work will conform to industry best practices

2 Limitation of Liability

Total liability shall not exceed the total contract value.

8. TERMINATION

1 Termination for Convenience

Client may terminate the contract with sixty (60) days written notice.

2 Termination for Cause

Either party may terminate immediately for material breach after providing thirty (30) days cure opportunity.

9. GOVERNING LAW

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

10. SIGNATURES

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

[CLOUD DEVELOPMENT PARTNER]

By:

[Authorized Representative Name]

[Title]