

IT INFRASTRUCTURE OPTIMIZATION SERVICES AGREEMENT

PREAMBLE

This IT Infrastructure Optimization Services 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

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

RECITALS

WHEREAS, Client requires comprehensive IT infrastructure optimization services to enhance its enterprise AI and predictive analytics platform;

WHEREAS, Service Provider specializes in advanced technology infrastructure consulting and transformation services;

WHEREAS, the parties desire to establish the terms and conditions governing the provision of such services;

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

1. DEFINITIONS

1 "Services" shall mean the comprehensive IT infrastructure optimization and digital transformation services to be provided by Service Provider as detailed in Exhibit A.

2 "Deliverables" shall mean all work products, reports, analyses, and technical documentation produced by Service Provider in connection with the Services.

3 "Confidential Information" shall mean all proprietary and sensitive information exchanged between the parties during the course of this Agreement.

2. SCOPE OF SERVICES

1 Service Engagement

Service Provider shall perform the following core services:

- (a) Comprehensive infrastructure assessment
- (b) Cloud migration strategy development
- (c) Network optimization and security enhancement
- (d) Predictive maintenance technology integration
- (e) Performance monitoring and continuous improvement protocols

2 Service Methodology

Service Provider shall employ industry-standard methodologies including:

- (a) ITIL framework
- (b) COBIT governance principles
- (c) ISO/IEC 27001 security standards
- (d) Agile transformation best practices

3. PERFORMANCE STANDARDS

1 Service Level Agreement

Service Provider guarantees:

- (a) 99.95% system availability
- (b) Maximum 30-minute incident response time
- (c) Comprehensive monthly performance reporting
- (d) Quarterly strategic optimization reviews

2 Key Performance Indicators

Performance will be measured against the following metrics:

- (a) Infrastructure efficiency improvements
- (b) Cost reduction percentages
- (c) Security vulnerability mitigation
- (d) Technology modernization progress

4. COMPENSATION

1 Fee Structure

Client shall compensate Service Provider as follows:

- (a) Initial Assessment Fee: \$75,000
- (b) Monthly Retainer: \$22,500
- (c) Performance Bonus: Up to 15% of total contract value based on achieved optimization metrics

2 Payment Terms

- (a) Invoices issued monthly
- (b) Net 30-day payment terms
- (c) Late payments subject to 1.5% monthly interest charge

5. INTELLECTUAL PROPERTY

1 Ownership

- (a) Client retains full ownership of all Deliverables
- (b) Service Provider grants limited, non-exclusive license for methodology and tools

2 Background IP

Each party retains ownership of pre-existing intellectual property.

6. CONFIDENTIALITY

1 Confidentiality Obligations

Parties shall:

- (a) Maintain strict confidentiality
- (b) Limit information access to authorized personnel
- (c) Implement robust security protocols

2 Duration

Confidentiality obligations survive termination for five (5) years.

7. TERMINATION

1 Termination Rights

- (a) 60-day written termination for convenience

(b) Immediate termination for material breach

(c) Pro-rated refund of prepaid services

8. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

Total aggregate liability shall not exceed total contract value.

2 Indemnification

Each party shall indemnify the other against third-party claims arising from breach of agreement.

9. MISCELLANEOUS

1 Governing Law

California law shall govern this Agreement.

2 Dispute Resolution

Mandatory arbitration in Santa Clara County, California.

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

QUANTUM DIGITAL SOLUTIONS, LLC

By:

Jonathan Reyes

Managing Partner