

ENTERPRISE DATA MANAGEMENT SERVICES CONTRACT

PARTIES

This Enterprise Data Management Services Contract (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 Technology Park Drive, San Jose, California 95134 ("Client")

AND

[SERVICE PROVIDER NAME], a [STATE] corporation with principal offices at [FULL ADDRESS] ("Service Provider")

RECITALS

WHEREAS, Client requires advanced enterprise data management and predictive analytics services to support its AI-driven technology platforms;

WHEREAS, Service Provider possesses specialized expertise in enterprise data infrastructure, machine learning integration, and scalable data management solutions;

WHEREAS, the parties desire to establish a comprehensive service relationship for the provision of specialized data management services;

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

1. DEFINITIONS

1 "Confidential Information" shall mean all proprietary technical, business, and operational information disclosed by either party during the course of this Agreement.

2 "Data Services" shall mean the comprehensive data management, processing, storage, and analytics services to be provided by Service Provider as detailed in Exhibit A.

3 "Service Level Agreement" or "SLA" shall mean the performance standards and metrics outlined in Exhibit B, governing service quality and responsiveness.

2. SCOPE OF SERVICES

1 Service Specifications

Service Provider shall deliver the following core data management services:

- a) Enterprise data infrastructure design and implementation
- b) Machine learning data pipeline development
- c) Predictive analytics platform integration
- d) Continuous data quality monitoring and optimization
- e) Secure cloud-based data storage and retrieval systems

2 Performance Standards

Service Provider guarantees:

- 99.95% system uptime
- Maximum data latency of 50 milliseconds
- Comprehensive security compliance with GDPR, CCPA, and NIST frameworks

3. COMPENSATION AND BILLING

1 Fee Structure

Client shall compensate Service Provider according to the following schedule:

- a) Initial Implementation Fee: \$175,000 (payable upon contract execution)
- b) Monthly Recurring Service Fee: \$22,500
- c) Additional service rates as specified in Exhibit C

2 Payment Terms

- Invoices issued monthly in arrears
- Net 30-day payment terms
- Late payments subject to 1.5% monthly interest charge

4. INTELLECTUAL PROPERTY

1 Ownership

- Client retains full ownership of all data processed through the service

- Service Provider grants a non-exclusive, worldwide license for platform utilization

2 Derivative Works

Any machine learning models or predictive algorithms developed during service delivery shall be jointly owned, with Client receiving primary commercial rights.

5. CONFIDENTIALITY

1 Obligations

Both parties agree to:

- Maintain strict confidentiality of all shared information
- Implement robust security protocols
- Restrict access to authorized personnel only
- Provide immediate breach notification

2 Duration

Confidentiality obligations persist for five (5) years following contract termination.

6. WARRANTY AND LIABILITY

1 Service Warranties

Service Provider warrants:

- Services meet industry best practices
- Compliance with applicable data protection regulations
- Continuous performance improvement

2 Limitation of Liability

Maximum aggregate liability limited to total contract value, excluding direct damages from gross negligence or willful misconduct.

7. TERMINATION

1 Termination Rights

- Either party may terminate with 90 days written notice
- Immediate termination possible for material breach
- Pro-rated refund of prepaid services upon early termination

8. MISCELLANEOUS

1 Governing Law

This Agreement shall be governed by California law, with exclusive jurisdiction in Santa Clara County.

2 Force Majeure

Neither party shall be liable for delays caused by unforeseeable circumstances beyond reasonable control.

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

[SERVICE PROVIDER]

By:

[Authorized Signatory]

[Title]