

# STRATEGIC IT SERVICES OPERATIONAL CONTRACT

## PARTIES

This Strategic IT Services Operational Contract ("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

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

## RECITALS

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

WHEREAS, Service Provider offers comprehensive enterprise-grade IT infrastructure and managed technology services;

WHEREAS, the parties desire to establish a strategic operational framework for technology service delivery;

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 exchanged between parties during the contract term.

2 "Service Level Agreement" or "SLA" means the performance metrics and operational standards specified in Exhibit A.

3 "Critical Systems" means Client's core AI infrastructure, predictive analytics platforms, and enterprise diagnostic tools.

## **2. SCOPE OF SERVICES**

1 Service Provider shall deliver the following core services:

- a) Managed IT Infrastructure Support
- b) Cloud Architecture and Migration Services
- c) Cybersecurity Monitoring and Threat Management
- d) Enterprise Network Design and Optimization
- e) Disaster Recovery and Business Continuity Planning

2 Service Provider shall maintain a dedicated technical account management team with minimum qualifications of:

- Advanced cloud certification (AWS/Azure/GCP)
- Minimum 5 years enterprise IT infrastructure experience
- Security clearance and background verification

## **3. PERFORMANCE STANDARDS**

1 Service Level Commitments

Service Provider guarantees the following minimum performance standards:

- a) System Uptime: 99.95% monthly availability
- b) Incident Response Time:
  - Critical Issues: 30-minute initial response
  - High Priority: 2-hour initial response
  - Standard Issues: 4-hour initial response

2 Reporting Requirements

Service Provider shall provide:

- Monthly comprehensive performance reports
- Quarterly strategic technology alignment assessments
- Immediate notification of potential security vulnerabilities

## **4. COMPENSATION AND BILLING**

1 Total Contract Value: \$1,750,000 annually

2 Payment Structure:

- Monthly recurring fee: \$145,833
- Quarterly invoicing with net-30 payment terms
- Consumer Price Index (CPI) adjustment annually

3 Additional Services

Supplemental services outside core contract will be billed at pre-negotiated hourly rates specified in Exhibit B.

## **5. TERM AND TERMINATION**

1 Initial Contract Period: 36 months

Effective Date: February 1, 2024

Expiration Date: January 31, 2027

2 Termination Conditions

- a) Immediate termination for material breach
- b) 90-day written notice for convenience
- c) Prorated refund of prepaid services

## **6. INTELLECTUAL PROPERTY**

1 All pre-existing intellectual property remains with original owner.

2 Collaborative developments will be jointly owned with clear attribution mechanisms.

## **7. CONFIDENTIALITY**

1 Comprehensive non-disclosure obligations

2 5-year post-contract confidentiality requirement

3 \$500,000 liquidated damages for unauthorized disclosure

## **8. REPRESENTATIONS AND WARRANTIES**

1 Service Provider warrants:

- Compliance with industry security standards
- Professional service delivery
- No conflicts with existing contractual obligations

## **9. LIMITATION OF LIABILITY**

- 1 Maximum aggregate liability: Contract value
- 2 Exclusion of consequential damages
- 3 Mandatory alternative dispute resolution

## **10. MISCELLANEOUS**

- 1 Governing Law: State of California
- 2 Entire agreement clause
- 3 Amendment requires mutual written consent

## **SIGNATURE BLOCK**

EXECUTED as of the date first written above:

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

[SERVICE PROVIDER]

**By:**

[Authorized Signatory]

[Title]