

MANAGED SERVICES FRAMEWORK AGREEMENT

PREAMBLE

This Managed Services Framework 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 ("Nexus")

AND

GLOBALTECH INDUSTRIES, a California corporation with principal offices at 500 Innovation Way, San Francisco, California 94105 ("Client")

RECITALS

WHEREAS, Nexus is a leading provider of advanced AI-driven predictive maintenance and digital transformation solutions;

WHEREAS, Client requires comprehensive managed technology services to enhance operational efficiency and technological capabilities;

WHEREAS, the parties desire to establish a comprehensive framework for service delivery and collaboration;

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

1. DEFINITIONS

1 "Managed Services" shall mean the comprehensive suite of AI-powered technological services, including predictive maintenance platforms, machine learning diagnostic tools, and digital transformation consulting as more specifically described in Exhibit A.

2 "Service Level Agreement" or "SLA" means the performance metrics, response times, and quality standards attached hereto as Exhibit B.

3 "Confidential Information" means all proprietary technical, financial, and operational information

exchanged between the parties during the term of this Agreement.

2. SCOPE OF SERVICES

1 Service Engagement

Nexus shall provide the following core managed services to Client:

- a) Predictive Maintenance Platform Implementation
- b) Machine Learning Diagnostic Tool Development
- c) Enterprise Digital Transformation Consulting
- d) Continuous Technology Optimization Services

2 Service Delivery

Nexus will deliver services according to the specifications outlined in the attached Service Level Agreement (Exhibit B), which shall be reviewed and potentially modified on a quarterly basis.

3 Service Modifications

Any material modifications to the scope of services must be mutually agreed upon in writing and executed through a formal amendment to this Agreement.

3. COMPENSATION AND BILLING

1 Fee Structure

Client shall compensate Nexus according to the following pricing model:

- a) Base Monthly Retainer: \$75,000
- b) Variable Performance-Based Compensation
- c) Additional Project-Specific Fees as mutually agreed

2 Payment Terms

Invoices shall be submitted monthly and are payable within thirty (30) days of receipt. Late payments will accrue interest at 1.5% per month.

4. INTELLECTUAL PROPERTY

1 Ownership

All pre-existing intellectual property shall remain the exclusive property of its original creator.

Newly developed intellectual property resulting from this engagement shall be jointly owned, with

Nexus retaining perpetual licensing rights.

2 Licensing

Nexus grants Client a non-exclusive, transferable license to utilize developed technologies within Client's operational ecosystem.

5. CONFIDENTIALITY

1 Confidentiality Obligations

Each party agrees to maintain strict confidentiality regarding the other party's proprietary information, implementing industry-standard protection protocols.

2 Exclusions

Confidentiality provisions shall not apply to information that:

- a) Is publicly available
- b) Was known prior to disclosure
- c) Is independently developed
- d) Is required to be disclosed by legal mandate

6. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

Neither party's total liability shall exceed the total contract value of \$1,500,000, excluding cases of gross negligence or willful misconduct.

2 Indemnification

Each party shall indemnify the other against third-party claims arising from breach of this Agreement or negligent actions.

7. TERM AND TERMINATION

1 Initial Term

This Agreement shall commence on the Effective Date and continue for an initial period of twenty-four (24) months.

2 Renewal

The Agreement may be renewed for successive twelve-month periods upon mutual written consent.

3 Termination

Either party may terminate this Agreement with ninety (90) days written notice, subject to pro-rata service compensation.

8. MISCELLANEOUS PROVISIONS

1 Governing Law

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

2 Dispute Resolution

Any disputes shall be resolved through binding arbitration in San Francisco, California.

3 Force Majeure

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

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Managed Services Framework Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

GLOBALTECH INDUSTRIES

By:

Robert Thompson

Chief Operating Officer

Exhibits:

A: Detailed Service Specifications

B: Service Level Agreement

C: Pricing Schedule