

Technical Support and Maintenance Service Terms

PREAMBLE

These Technical Support and Maintenance Service Terms ("Agreement") are entered into as of January 22, 2024, by and between Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Innovation Park Drive, San Jose, California 95134 ("Provider"), and the undersigned client ("Client").

1. DEFINITIONS

1 "Services" shall mean the technical support and maintenance services described in Exhibit A, to be provided by Provider to Client pursuant to this Agreement.

2 "Support Hours" means the standard business hours of 8:00 AM to 6:00 PM Pacific Time, Monday through Friday, excluding Provider's recognized holidays.

3 "Critical Issue" means a system failure or performance degradation that prevents 50% or more of Client's core operational capabilities from functioning.

4 "Response Time" means the elapsed time between Client's issue submission and Provider's initial technical response.

2. SERVICE SCOPE

1 Technical Support Services

Provider shall provide the following technical support services:

- (a) Remote diagnostic and troubleshooting support
- (b) Software patch and update management
- (c) Performance optimization consultations
- (d) Incident response and escalation protocols

2 Maintenance Coverage

Provider will perform:

- (a) Quarterly system health assessments
- (b) Proactive monitoring of critical infrastructure components

- (c) Preventative maintenance to minimize potential system disruptions

3. SERVICE LEVELS

1 Response Time Commitments

- Critical Issues: 30-minute initial response
- High Priority Issues: 2-hour initial response
- Standard Issues: 8-hour initial response

2 Resolution Timeframes

Provider will use commercially reasonable efforts to resolve:

- (a) Critical Issues: Within 4 hours
- (b) High Priority Issues: Within 24 hours
- (c) Standard Issues: Within 5 business days

4. CLIENT RESPONSIBILITIES

1 Client shall:

- (a) Provide timely and accurate issue reporting
- (b) Maintain current software and hardware configurations
- (c) Grant Provider necessary access for remote diagnostics
- (d) Designate authorized technical representatives

2 Access Limitations

Client acknowledges that certain support services may require on-site visits, which will be scheduled with reasonable advance notice.

5. PRICING AND PAYMENT

1 Service Fees

The annual service fee for this Agreement is \$175,000, payable in quarterly installments of \$43,750.

2 Fee Adjustments

Provider reserves the right to modify pricing annually with 60 days written notice.

6. WARRANTY AND LIMITATIONS

1 Service Warranty

Provider warrants that services will be performed in a professional and workmanlike manner consistent with industry standards.

2 Limitation of Liability

PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT IN THE PRECEDING 12-MONTH PERIOD.

7. TERM AND TERMINATION

1 Initial Term

This Agreement shall commence on the effective date and continue for an initial term of 24 months.

2 Renewal

The Agreement will automatically renew for successive 12-month periods unless either party provides 90-day written termination notice.

8. CONFIDENTIALITY

1 Each party agrees to maintain the confidentiality of proprietary information exchanged during service delivery.

2 Confidentiality obligations survive termination of this Agreement for a period of 3 years.

9. GOVERNING LAW

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

10. EXECUTION

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

CLIENT

By:

[Client Representative Name]

[Client Title]