

VENDOR PARTNERSHIP CONTRACT

Cloud Infrastructure Services Agreement

BETWEEN:

Nexus Intelligent Systems, Inc.

("Client")

AND

CloudScale Technologies, LLC

("Service Provider")

EFFECTIVE DATE: January 22, 2024

1. DEFINITIONS

1 "Cloud Services" shall mean the comprehensive cloud infrastructure, storage, and computational resources provided by Service Provider to Client, as specifically outlined in Exhibit A.

2 "Confidential Information" means all proprietary technical, financial, and operational data exchanged between parties during the term of this Agreement.

3 "Service Level Agreement (SLA)" refers to the performance, availability, and reliability metrics detailed in Section 4 of this contract.

2. SCOPE OF SERVICES

1 Service Provider agrees to deliver the following core cloud infrastructure services:

- a) Scalable cloud computing resources
- b) Secure data storage solutions
- c) High-availability network infrastructure
- d) Managed kubernetes container orchestration
- e) Advanced security monitoring and threat detection

2 Service configurations shall be tailored to Client's specific requirements for AI-driven predictive maintenance platforms, with guaranteed minimum specifications:

- 99.99% uptime

- Minimum 500 TB storage capacity
- Dedicated high-performance compute clusters
- Multi-region redundancy

3. TERM AND TERMINATION

1 Initial Contract Period

The initial term of this Agreement shall be twenty-four (24) months, commencing on the Effective Date.

2 Renewal Options

Client may elect to renew this Agreement for successive twelve (12) month periods, subject to mutual written agreement and performance review.

3 Termination Conditions

a) Client may terminate for cause with thirty (30) days written notice in the event of:

- Repeated SLA violations
- Material breach of security protocols
- Persistent performance degradation

b) Service Provider may terminate with sixty (60) days notice if:

- Client fails to make scheduled payments
- Client materially breaches contractual obligations

4. SERVICE LEVEL AGREEMENT

1 Performance Guarantees

Service Provider guarantees:

- 99.99% monthly uptime
- Maximum 5-minute incident response time
- Quarterly comprehensive security audits

2 Penalty Provisions

Failure to meet specified SLA metrics will result in service credits calculated as follows:

- 99.0% - 99.89% uptime: 10% monthly service credit
- 98.0% - 98.99% uptime: 25% monthly service credit

- Below 98.0% uptime: 50% monthly service credit

5. PRICING AND PAYMENT

1 Monthly Recurring Charges

Base monthly fee: \$75,000 for core infrastructure services

Additional usage-based charges as detailed in Exhibit B

2 Payment Terms

- Net thirty (30) days from invoice date
- Electronic funds transfer preferred
- Late payments subject to 1.5% monthly interest charge

6. CONFIDENTIALITY AND DATA PROTECTION

1 Confidentiality Obligations

Both parties agree to:

- Maintain strict confidentiality of exchanged information
- Implement robust security protocols
- Restrict access to authorized personnel only

2 Data Ownership

- Client retains full ownership of all data processed
- Service Provider grants no implied intellectual property rights

7. LIMITATION OF LIABILITY

1 Maximum Liability

Total aggregate liability shall not exceed the total contract value for the preceding twelve (12) months.

2 Exclusions

Neither party shall be liable for:

- Indirect or consequential damages
- Lost profits
- Third-party claims

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Delaware, with exclusive jurisdiction in Delaware state courts.

9. SIGNATURES

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

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

CloudScale Technologies, LLC

By:

Jonathan Reyes

Chief Operating Officer

Date: January 22, 2024

[Exhibit A: Detailed Service Specifications - CONFIDENTIAL]

[Exhibit B: Pricing Schedule - CONFIDENTIAL]