

COMPREHENSIVE IT SUPPORT SERVICES CONTRACT

PARTIES

This Comprehensive IT Support Services 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

TECHNOVATE SOLUTIONS, LLC, a California limited liability company with principal offices at 500 Innovation Way, Palo Alto, California 94304 ("Service Provider")

RECITALS

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

WHEREAS, Service Provider offers comprehensive enterprise-level IT support and managed technology services;

WHEREAS, Client desires to engage Service Provider to provide comprehensive IT infrastructure, support, and technology management services;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

1 "Critical Systems" shall mean Client's core AI platforms, data infrastructure, machine learning environments, and enterprise computing resources.

2 "Service Level" refers to the performance standards, response times, and operational metrics specified in Exhibit A.

3 "Confidential Information" includes all proprietary technology, client data, algorithmic designs, and strategic technical documentation.

2. SCOPE OF SERVICES

1 Managed IT Services

Service Provider shall provide comprehensive IT support including:

- a) 24/7 infrastructure monitoring
- b) Cybersecurity management
- c) Cloud infrastructure optimization
- d) Enterprise network management
- e) Predictive maintenance of technical systems
- f) Disaster recovery and business continuity planning

2 Technical Support Tiers

- Tier 1: Standard support for routine technical issues
- Tier 2: Advanced troubleshooting for complex system challenges
- Tier 3: Critical infrastructure and strategic technology intervention

3 Service Exclusions

The following are explicitly excluded from standard service coverage:

- Physical hardware replacement beyond standard maintenance
- Custom software development
- Third-party vendor integration not specified in this Agreement

3. SERVICE LEVEL AGREEMENT

1 Performance Metrics

Service Provider guarantees:

- 99.95% system uptime
- Maximum 15-minute initial response time for critical issues
- Maximum 4-hour resolution time for high-priority incidents
- Monthly comprehensive performance reporting

2 Escalation Protocol

Incident response shall follow a structured escalation matrix detailed in Exhibit B, ensuring rapid intervention for mission-critical systems.

4. COMPENSATION

1 Fee Structure

- Base Monthly Fee: \$22,500
- Additional Hourly Rates for Specialized Services: \$275/hour
- Annual Contract Value: \$270,000

2 Payment Terms

- Monthly invoicing net 30 days
- Quarterly performance review and potential fee adjustments
- Automatic cost-of-living adjustment of 3% annually

5. TERM AND TERMINATION

1 Initial Term

Initial contract duration: 24 months from execution date

2 Renewal

Automatic 12-month renewal unless written notice provided 90 days prior to expiration

3 Termination Conditions

- Client may terminate for consistent failure to meet Service Levels
- Service Provider may terminate for persistent non-payment
- 60-day written notice required for non-performance termination

6. CONFIDENTIALITY

1 Confidentiality Obligations

Both parties shall:

- Maintain strict confidentiality of proprietary information
- Implement robust security protocols
- Restrict access to authorized personnel
- Provide annual security certification

2 Data Protection

Compliance with:

- GDPR

- CCPA
- NIST Cybersecurity Framework
- SOC 2 Type II Standards

7. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

Maximum aggregate liability limited to:

- Direct damages: Contract value
- Consequential damages: Explicitly excluded

2 Indemnification

Service Provider shall indemnify Client against:

- Data breaches
- Negligent service delivery
- Intellectual property infringement

8. MISCELLANEOUS PROVISIONS

1 Governing Law

California law shall govern this Agreement

2 Dispute Resolution

Mandatory arbitration in Santa Clara County, California

SIGNATURES

IN WITNESS WHEREOF, the parties execute this Agreement:

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

TECHNOVATE SOLUTIONS, LLC

By:

James Hartwell, Managing Partner

Date: January 22, 2024

[Exhibits A and B Referenced: Detailed Service Levels and Escalation Protocols]