

Enterprise AI Training and Support Terms

PREAMBLE

These Enterprise AI Training and Support Terms (the "Agreement") are 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 ("Provider")

and

[CLIENT NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Client")

1. DEFINITIONS

1 "AI Services" shall mean the artificial intelligence training, implementation, and support services provided by Provider to Client under this Agreement.

2 "Confidential Information" means all proprietary technical and business information disclosed by one party to the other, including but not limited to training methodologies, algorithmic designs, performance metrics, and client-specific implementation strategies.

3 "Intellectual Property" means all patents, copyrights, trade secrets, and other proprietary rights related to the AI Services and associated technologies.

2. SCOPE OF SERVICES

1 Training Services

Provider shall deliver comprehensive AI training services, including:

- (a) Custom machine learning model development
- (b) Predictive analytics platform configuration
- (c) Enterprise system integration support
- (d) Technical knowledge transfer workshops

2 Support Levels

Provider will offer three distinct support tiers:

- (a) Standard Support: 8x5 business hours technical assistance
- (b) Premium Support: 24x7 dedicated support with guaranteed response times
- (c) Enterprise Support: Dedicated technical account management with proactive monitoring

3. PERFORMANCE STANDARDS

1 Service Level Agreement (SLA)

Provider guarantees:

- (a) 99.95% platform uptime
- (b) Maximum 30-minute initial response time for critical issues
- (c) Comprehensive performance reporting on a quarterly basis

2 Performance Metrics

Client performance metrics will be measured across:

- (a) Predictive accuracy
- (b) System efficiency
- (c) Operational cost reduction
- (d) Machine learning model adaptability

4. COMPENSATION AND PRICING

1 Fee Structure

- (a) Initial Implementation Fee: \$175,000
- (b) Monthly Subscription: \$22,500 per month
- (c) Additional Training Modules: Priced on a per-module basis

2 Payment Terms

- (a) Net 30-day invoice cycle
- (b) Payments via electronic transfer
- (c) Late payments subject to 1.5% monthly interest charge

5. INTELLECTUAL PROPERTY RIGHTS

1 Ownership

- (a) Provider retains all rights to underlying AI technologies

- (b) Client receives perpetual, non-exclusive license for implemented solutions
- (c) Custom developments subject to separate intellectual property agreements

2 Derivative Works

Any modifications or derivative works created during implementation shall be jointly owned, with Provider retaining primary technological rights.

6. CONFIDENTIALITY

1 Obligations

Both parties agree to:

- (a) Maintain strict confidentiality
- (b) Implement robust security protocols
- (c) Restrict information access to authorized personnel

2 Data Protection

Provider shall comply with:

- (a) GDPR requirements
- (b) CCPA regulations
- (c) Industry-standard encryption protocols

7. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

Total aggregate liability shall not exceed the total contract value, excluding cases of gross negligence or willful misconduct.

2 Indemnification

Provider will indemnify Client against third-party claims arising from:

- (a) Intellectual property infringement
- (b) Gross negligence
- (c) Willful misconduct

8. TERMINATION

1 Termination Rights

Either party may terminate with 90 days written notice, subject to pro-rated service adjustments.

2 Post-Termination Obligations

Upon termination, Provider will:

- (a) Facilitate data migration
- (b) Provide comprehensive transition support
- (c) Preserve client data integrity

9. MISCELLANEOUS

1 Governing Law

This Agreement shall be governed by California law.

2 Dispute Resolution

Any disputes shall be resolved through binding arbitration in Santa Clara County, California.

SIGNATURE BLOCK

EXECUTED as of the Effective Date:

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

[CLIENT SIGNATURE]

By:

[Authorized Representative]

Date: