

# Managed IT Services Operational Framework

## PREAMBLE

This Managed IT Services Operational Framework ("Framework") is entered into by and between Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Innovation Plaza, San Francisco, CA 94105 ("Company"), and the undersigned Managed Service Provider ("MSP").

## 1. DEFINITIONS

1 "Confidential Information" shall mean all proprietary technical, operational, and strategic information disclosed by the Company, including but not limited to system architectures, network configurations, security protocols, and business strategies.

2 "Critical Systems" shall mean the Company's core AI infrastructure, predictive analytics platforms, machine learning diagnostic tools, and enterprise digital transformation technology ecosystems.

3 "Service Level Agreement" or "SLA" refers to the specific performance metrics, response times, and operational standards outlined in Exhibit A of this Framework.

## 2. SCOPE OF SERVICES

### 1 Managed Services Engagement

The MSP shall provide comprehensive IT infrastructure management, including but not limited to:

- a) 24/7 network monitoring and threat detection
- b) Cloud infrastructure management
- c) Cybersecurity compliance and risk mitigation
- d) Disaster recovery and business continuity planning
- e) Advanced technology integration support

### 2 Technology Ecosystem Management

The MSP shall ensure continuous operational excellence for the Company's AI-driven platforms, with specific emphasis on:

- Maintaining high-availability infrastructure
- Implementing robust security protocols

- Ensuring seamless scalability of computational resources
- Supporting machine learning model deployment environments

### **3. PERFORMANCE STANDARDS**

#### **1 Service Level Commitments**

The MSP guarantees the following minimum performance standards:

- 99.99% system uptime
- Maximum 15-minute incident response time
- Quarterly comprehensive security and performance audits
- Proactive technology refresh recommendations

#### **2 Compliance Requirements**

The MSP shall maintain compliance with:

- SOC 2 Type II certification
- NIST cybersecurity framework
- Industry-specific regulatory standards applicable to enterprise AI services

### **4. CONFIDENTIALITY AND DATA PROTECTION**

#### **1 Confidentiality Obligations**

The MSP acknowledges that all Company data represents highly sensitive intellectual property. The MSP shall:

- Implement military-grade encryption protocols
- Restrict access to authorized personnel only
- Provide detailed access logging and audit trails
- Immediately report any potential security incidents

#### **2 Data Handling**

All Company data shall be:

- Processed exclusively within secure, geographically controlled data centers
- Protected with multi-factor authentication
- Subject to immediate deletion upon contract termination

## **5. FINANCIAL TERMS**

### **1 Compensation Structure**

- Base monthly management fee: \$24,500
- Performance-based incentive compensation tied to SLA achievement
- Quarterly billing with net-30 payment terms

### **2 Cost Adjustment Mechanism**

Annual cost adjustments limited to 3% or Consumer Price Index, whichever is lower.

## **6. TERM AND TERMINATION**

### **1 Initial Contract Period**

- 36-month initial term
- Automatic renewal subject to performance review

### **2 Termination Conditions**

Either party may terminate with 90 days written notice, subject to:

- Documented performance deficiencies
- Material breach of contractual obligations
- Comprehensive transition support requirements

## **7. GOVERNING LAW**

This Framework shall be governed by the laws of the State of California, with exclusive jurisdiction residing in San Francisco County Superior Court.

## **8. EXECUTION**

IN WITNESS WHEREOF, the parties have executed this Managed IT Services Operational Framework as of the date first written above.

**NEXUS INTELLIGENT SYSTEMS, INC.**

Dr. Elena Rodriguez

Chief Executive Officer

**Date:**

**MANAGED SERVICE PROVIDER**

[Authorized Representative Name]

[Title]

**Date:**