

Cloud Infrastructure Service Agreement

PARTIES

This Cloud Infrastructure Service Agreement ("Agreement") is entered into as of January 22, 2024 ("Effective Date") by and between:

Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, CA 95134 ("Client")

and

CloudScale Infrastructure Solutions, LLC, a California limited liability company with principal offices at 500 Innovation Way, Palo Alto, CA 94304 ("Provider")

RECITALS

WHEREAS, Client requires advanced cloud infrastructure services to support its enterprise AI and predictive analytics platforms;

WHEREAS, Provider offers comprehensive cloud infrastructure solutions designed for high-performance computing and machine learning workloads;

WHEREAS, the parties desire to establish the terms and conditions governing the provision of cloud infrastructure services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1 "Cloud Services" means the scalable cloud infrastructure, computing resources, storage, and network services provided by Provider to Client.

2 "Service Level Agreement" or "SLA" means the performance standards and availability metrics specified in Exhibit A.

3 "Confidential Information" means proprietary technical and business information disclosed by either party during the term of this Agreement.

2. SERVICE SCOPE

1 Service Description

Provider shall provide the following core cloud infrastructure services:

- Dedicated high-performance compute clusters
- Secure multi-region data storage
- Kubernetes container orchestration
- Advanced network security configurations
- Machine learning accelerator instances
- Automated backup and disaster recovery solutions

2 Service Configurations

The specific service configurations shall be detailed in the attached Service Specification Schedule, which may be updated periodically by mutual written agreement.

3. PERFORMANCE STANDARDS

1 Availability Commitment

Provider guarantees 99.99% monthly uptime for critical infrastructure services, as measured and reported in the monthly performance report.

2 Performance Metrics

- Maximum latency: 20 milliseconds
- Data transfer speeds: Minimum 10 Gbps
- Concurrent user support: Up to 500 simultaneous connections

3 Scalability

Provider shall provide on-demand resource scaling capabilities to accommodate Client's evolving computational requirements.

4. SECURITY AND COMPLIANCE

1 Data Protection

Provider shall implement and maintain:

- AES-256 encryption for data at rest and in transit

- Multi-factor authentication
- Comprehensive access control mechanisms
- Regular third-party security audits

2 Regulatory Compliance

Provider certifies compliance with:

- SOC 2 Type II standards
- GDPR data protection requirements
- HIPAA security protocols
- ISO 27001 information security management

5. PRICING AND PAYMENT

1 Fee Structure

- Base Monthly Service Fee: \$45,000
- Per-compute-hour rate: \$2.75
- Storage costs: \$0.08 per gigabyte/month
- Data transfer fees: \$0.05 per gigabyte

2 Billing

Monthly invoices shall be issued within 5 business days of each calendar month's conclusion, with net-30 payment terms.

6. TERM AND TERMINATION

1 Initial Term

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

2 Renewal

This Agreement shall automatically renew for successive twelve-month periods unless either party provides written notice of non-renewal at least 60 days prior to the current term's expiration.

7. INTELLECTUAL PROPERTY

1 Ownership

Each party retains exclusive ownership of its pre-existing intellectual property.

2 Client Data

Client retains full ownership of all data processed through the cloud infrastructure.

8. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

Neither party's total liability shall exceed the total fees paid during the preceding twelve-month period.

2 Indemnification

Each party shall indemnify the other against third-party claims arising from material breaches of this Agreement.

9. MISCELLANEOUS

1 Governing Law

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

2 Dispute Resolution

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

SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

CLOUDSCALE INFRASTRUCTURE SOLUTIONS, LLC

By:

Jonathan Reyes

Chief Operating Officer

Exhibit A: Service Level Agreement (Attached)

Exhibit B: Service Specification Schedule (Attached)