ENTERPRISE SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

PARTIES

This Enterprise Software Support and Maintenance Agreement ("Agreement") is entered into as of January 22, 2024 by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Innovation Park Drive, San Jose, California 95134 ("Provider")

AND

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

RECITALS

WHEREAS, Provider develops and maintains advanced AI-powered predictive maintenance and digital transformation software platforms;

WHEREAS, Client desires to obtain comprehensive software support and maintenance services for Provider's enterprise software solutions;

WHEREAS, the parties wish to establish the terms and conditions governing software support and maintenance;

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

1. DEFINITIONS

1 "Software" shall mean Provider's proprietary AI-driven predictive maintenance platform and associated diagnostic tools, as specifically identified in Exhibit A.

2 "Support Services" means technical assistance, software updates, bug fixes, and system maintenance as described in Section 3.

3 "Maintenance Window" means the designated time periods for system updates and maintenance activities.

2. SERVICE LEVELS

1 Support Tiers

Provider shall offer the following support tiers:

a) Platinum Tier: 24x7 emergency response, dedicated technical account manager

b) Gold Tier: Business hours support, 4-hour emergency response

c) Silver Tier: Standard business hours support, next-business-day response

2 Response Time Commitments

- Critical Issues: 1-hour initial response

- High Priority: 4-hour response

- Medium Priority: 8-hour response

- Low Priority: 24-hour response

3. SUPPORT SERVICES

1 Technical Support

Provider will provide:

- Remote diagnostic and troubleshooting services

- Software patch and update deployment

- Configuration assistance

- Telephone and email support channels

2 Software Updates

a) Minor version updates included in maintenance fee

b) Major version upgrades available at discounted rates

c) Compatibility testing and migration support

3 System Monitoring

Continuous automated monitoring of software performance, including:

- Real-time error detection

- Performance metrics tracking

- Predictive maintenance alerts

4. CLIENT RESPONSIBILITIES

1 Client shall:

- Maintain current hardware and network infrastructure

- Provide timely access for support personnel

- Maintain confidentiality of support interactions

- Follow recommended system configurations

2 Reporting Requirements

Client must:

- Document and report software issues comprehensively

- Provide system logs and diagnostic information

- Cooperate in troubleshooting processes

5. FEES AND PAYMENT

1 Pricing Structure

- Annual Maintenance Fee: $75,000

- Platinum Tier Upgrade: Additional $25,000/year

- Professional Services: $250/hour

2 Payment Terms

- Net 30 days from invoice date

- Late payments subject to 1.5% monthly interest

- Suspension of services for non-payment after 60 days

6. WARRANTY AND LIMITATIONS

1 Software Warranty

Provider warrants software will:

- Perform substantially per documentation

- Be free from material defects

- Meet published specifications

2 Warranty Exclusions

Warranty does not cover issues arising from:

- Client-induced modifications

- Improper system usage

- Third-party integrations

- Force majeure events

7. CONFIDENTIALITY

1 Each party shall:

- Protect confidential information

- Restrict access to authorized personnel

- Maintain information security standards

2 Confidentiality survives agreement termination

8. TERM AND TERMINATION

1 Initial Term: 24 months

2 Automatic Renewal: 12-month increments

3 Termination Conditions:

- Material breach with 30-day cure period

- Mutual written agreement

- Bankruptcy or insolvency

9. GOVERNING LAW

This Agreement shall be governed by California law, with exclusive jurisdiction in Santa Clara County.

10. SIGNATURES

IN WITNESS WHEREOF, the parties execute this Agreement:

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

[CLIENT SIGNATURE BLOCK]