NETWORK SECURITY AND MONITORING SERVICES AGREEMENT

PARTIES

This Network Security and Monitoring Services 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, California 95134 ("Client")

AND

[SERVICE PROVIDER NAME], a [STATE] corporation with principal offices at [FULL ADDRESS] ("Service Provider")

RECITALS

WHEREAS, Client requires comprehensive network security and monitoring services to protect its enterprise AI infrastructure and sensitive technological assets;

WHEREAS, Service Provider specializes in advanced cybersecurity solutions tailored for technology and enterprise service organizations;

WHEREAS, the parties desire to establish a comprehensive service relationship for network security monitoring and threat management;

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

1. DEFINITIONS

1 "Confidential Information" means all proprietary technical, business, and operational information disclosed by either party, including but not limited to network configurations, security protocols, and system architectures.

2 "Critical Infrastructure" means Client's core AI platforms, predictive analytics systems, and enterprise digital transformation technologies.

3 "Security Incident" means any unauthorized access, potential breach, or suspicious activity detected within Client's network environment.

2. SCOPE OF SERVICES

1 Service Provider shall provide the following core network security and monitoring services:

a) 24x7x365 continuous network monitoring

b) Real-time threat detection and analysis

c) Intrusion prevention and response protocols

d) Vulnerability assessment and penetration testing

e) Incident response and forensic investigation support

2 Specific service deliverables shall include:

(i) Monthly comprehensive security assessment reports

(ii) Immediate incident notification within 30 minutes of detection

(iii) Quarterly strategic security recommendation briefings

(iv) Customized threat intelligence specific to Client's industry vertical

3. SERVICE LEVEL AGREEMENTS

1 Performance Metrics

Service Provider guarantees the following minimum performance standards:

a) 99.99% network monitoring uptime

b) Maximum 15-minute initial incident response time

c) Comprehensive incident report within 4 hours of detection

d) Annual security infrastructure review and optimization

2 Escalation Procedures

In the event of a critical security incident, the following escalation matrix shall apply:

(i) Tier 1: Immediate technical response team activation

(ii) Tier 2: Senior security analyst engagement within 30 minutes

(iii) Tier 3: Executive security leadership involvement within 2 hours

4. COMPENSATION

1 Client shall pay Service Provider a monthly fee of $24,750, payable net 30 days from invoice date.

2 Additional services outside standard scope shall be billed at pre-agreed hourly rates:

a) Standard Technical Support: $275/hour

b) Advanced Forensic Analysis: $450/hour

c) Strategic Consulting: $650/hour

5. TERM AND TERMINATION

1 Initial Term: Twenty-four (24) months from Effective Date

2 Renewal: Automatic twelve (12) month extensions unless either party provides 90-day written termination notice

3 Termination Rights:

- For Cause: Immediate termination upon material breach
- Without Cause: 90-day written notice with pro-rated service settlement

6. CONFIDENTIALITY

1 Both parties shall maintain strict confidentiality of all shared information, implementing industry-standard encryption and access control protocols.

2 Confidentiality obligations survive termination of this Agreement for a period of five (5) years.

7. LIABILITY AND INDEMNIFICATION

1 Maximum Aggregate Liability: Limited to total contract value for preceding twelve (12) months

2 Service Provider shall indemnify Client against:

- Direct damages from negligent security service performance
- Third-party claims arising from Service Provider's breach
- Costs associated with incident remediation

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Santa Clara County.

9. 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

[SERVICE PROVIDER]

By:

[Authorized Signatory]

[Title]