

TECHNOLOGY INFRASTRUCTURE DEPLOYMENT SERVICES AGREEMENT

PARTIES

This Technology Infrastructure Deployment 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 Innovation 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 technology infrastructure deployment services to support its enterprise AI and predictive analytics platforms;

WHEREAS, Service Provider possesses specialized expertise in enterprise technology infrastructure design, implementation, and optimization;

WHEREAS, the parties desire to establish a comprehensive framework for technology infrastructure services;

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

1. DEFINITIONS

1 "Deployment Services" shall mean the comprehensive technology infrastructure design, implementation, configuration, and integration services to be provided by Service Provider.

2 "Deliverables" shall mean all work products, documentation, configurations, and technical specifications produced by Service Provider under this Agreement.

3 "Performance Standards" shall mean the specific technical, operational, and quality metrics

outlined in Exhibit A.

2. SCOPE OF SERVICES

1 Service Provider shall provide the following core Deployment Services:

- (a) Comprehensive infrastructure assessment and architectural design
- (b) Cloud and on-premises infrastructure configuration
- (c) Network and security infrastructure implementation
- (d) Systems integration and migration support
- (e) Performance optimization and tuning

2 Specific service details shall be mutually agreed upon through detailed Statement(s) of Work ("SOW"), which shall reference this Agreement and be executed by authorized representatives of both parties.

3. SERVICE LEVELS AND PERFORMANCE STANDARDS

1 Service Provider shall meet or exceed the following performance standards:

- (a) Infrastructure deployment completion within agreed project timelines
- (b) 99.95% system availability during implementation
- (c) Maximum system downtime of 4 hours per calendar quarter
- (d) Immediate notification of potential performance or security risks

2 Failure to meet Performance Standards shall result in service credits as specified in Exhibit B.

4. COMPENSATION AND PAYMENT TERMS

1 Client shall compensate Service Provider according to the following structure:

- (a) Fixed project implementation fee: \$[AMOUNT]
- (b) Monthly recurring infrastructure management fee: \$[AMOUNT]
- (c) Additional hourly rates for supplemental services: \$[AMOUNT] per hour

2 Invoices shall be submitted monthly and paid within 30 calendar days of receipt.

5. INTELLECTUAL PROPERTY

1 Client shall retain all right, title, and interest in Deliverables, configurations, and associated intellectual property.

2 Service Provider grants Client a perpetual, worldwide, non-exclusive license to use any proprietary tools or methodologies employed during service delivery.

6. CONFIDENTIALITY

1 Each party shall maintain strict confidentiality regarding the other party's proprietary information.

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

7. WARRANTY AND REPRESENTATIONS

1 Service Provider warrants that:

(a) All Deployment Services shall be performed with professional skill and care

(b) Deliverables will conform to mutually agreed specifications

(c) Services will comply with applicable industry standards and regulations

2 Service Provider shall remedy any non-conforming services at no additional cost to Client.

8. LIMITATION OF LIABILITY

1 Neither party's total liability shall exceed the total contract value.

2 Consequential and indirect damages are expressly excluded.

9. TERMINATION

1 Either party may terminate this Agreement with 90 days written notice.

2 Client may terminate immediately for material breach or persistent performance failures.

10. GOVERNING LAW

1 This Agreement shall be governed by California law.

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

SIGNATURE PAGE

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Name: Dr. Elena Rodriguez

Title: Chief Executive Officer

Date: January 22, 2024

[SERVICE PROVIDER]

By:

Name: [AUTHORIZED SIGNATORY]

Title: [TITLE]

Date: [DATE]