

# Cloud Service Level Agreement - Performance Guarantees

## PARTIES

This Cloud Service Level 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 Technology Park Drive, San Jose, California 95134 ("Service Provider")

and

[Client Name], a [State of Incorporation] corporation with principal offices at [Client Address] ("Client")

## RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. provides advanced AI-powered cloud services for predictive maintenance and enterprise digital transformation;

WHEREAS, Client desires to obtain cloud services from Service Provider pursuant to the terms and conditions set forth herein;

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

## 1. DEFINITIONS

1 "Availability" means the percentage of time the cloud service is operational and accessible during a given calendar month.

2 "Downtime" means periods when the cloud service is unavailable or non-functional, excluding scheduled maintenance windows.

3 "Performance Metrics" means the quantifiable standards of service quality and operational effectiveness.

## 2. SERVICE LEVEL COMMITMENTS

1 Availability Guarantee

Service Provider guarantees 99.95% monthly uptime, calculated as:

Monthly Availability = [(Total Minutes in Month - Downtime Minutes) / Total Minutes in Month] x 100%

2 Performance Standards

- Maximum latency: 50 milliseconds for data processing
- Data transfer rates: Minimum 100 Mbps sustained throughput
- System response time: Less than 200 milliseconds for 95% of transactions

3. PERFORMANCE MONITORING

1 Monitoring Methodology

Service Provider shall:

- Maintain real-time performance monitoring systems
- Generate monthly performance reports
- Provide Client with transparent access to performance dashboards

2 Reporting Requirements

Monthly reports shall include:

- Detailed uptime calculations
- Latency measurements
- Transaction response times
- Incident logs and root cause analyses

4. SERVICE CREDITS AND REMEDIATION

1 Performance Credit Schedule

Monthly Availability	Service Credit
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99.90% - 99.95%	10% of monthly fee
99.50% - 99.89%	25% of monthly fee
Below 99.50%	50% of monthly fee

## 2 Credit Application

- Credits shall be applied to subsequent monthly invoices
- Credits are the exclusive remedy for performance failures
- No cash refunds will be issued

## 5. EXCLUSIONS AND LIMITATIONS

### 1 Exclusions from Guarantee

Performance guarantees do not apply to:

- Scheduled maintenance windows
- Force majeure events
- Client-side network or infrastructure issues
- Unauthorized system modifications

### 2 Liability Cap

Total aggregate liability shall not exceed the total fees paid by Client in the preceding 12-month period.

## 6. TERMINATION RIGHTS

### 1 Material Performance Breach

Client may terminate this Agreement with 30 days' written notice if:

- Monthly availability falls below 99.50% for three consecutive months
- Repeated failure to meet performance metrics
- Persistent unresolved service quality issues

## 7. CONFIDENTIALITY

### 1 Performance Data

All performance metrics, reports, and related data shall be considered confidential information subject to the master service agreement between parties.

## 8. GOVERNING LAW

1 This Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles.

## 9. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Cloud Service Level Agreement as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

[CLIENT ORGANIZATION]

**By:**

[Authorized Signatory]

[Title]

Effective Date: January 22, 2024