

MASTER SERVICE AGREEMENT FOR ENTERPRISE AI INTEGRATION

PARTIES

This Master Service 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 ("Service Provider")

AND

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

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. specializes in advanced AI-driven predictive maintenance and digital transformation solutions;

WHEREAS, Client desires to engage Service Provider to implement enterprise-level AI integration services;

WHEREAS, the parties wish to establish the terms and conditions governing their professional relationship;

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

1. DEFINITIONS

1 "Services" shall mean the AI integration, predictive analytics, and digital transformation consulting services to be provided by Service Provider under this Agreement.

2 "Deliverables" shall mean all work products, reports, analyses, and technological solutions developed by Service Provider in the course of performing Services.

3 "Confidential Information" shall mean all proprietary technical, business, and operational

information exchanged between the parties during the engagement.

2. SCOPE OF SERVICES

1 Service Offerings

Service Provider shall provide the following core services:

- a) Enterprise AI platform design and implementation
- b) Machine learning diagnostic tool configuration
- c) Predictive maintenance system integration
- d) Digital transformation strategic consulting

2 Service Specifications

- Comprehensive AI solution tailored to Client's specific industrial requirements
- Custom machine learning model development
- End-to-end implementation support
- Ongoing technical maintenance and optimization

3. ENGAGEMENT TERMS

1 Initial Term

The initial term of this Agreement shall be twenty-four (24) months from the effective date, with options for renewal subject to mutual written agreement.

2 Service Levels

Service Provider guarantees:

- 99.5% platform uptime
- Response time for critical issues: < 4 hours
- Quarterly performance review and optimization sessions

4. COMPENSATION

1 Fee Structure

- Initial Implementation Fee: \$375,000
- Monthly Recurring Service Fee: \$22,500
- Additional consulting services billed at \$350 per professional hour

2 Payment Terms

- Implementation fee due upon contract execution
- Monthly fees invoiced net-30 days
- Late payments subject to 1.5% monthly interest charge

5. INTELLECTUAL PROPERTY

1 Ownership

- Pre-existing intellectual property remains with original owner
- Derivative works and custom implementations developed during engagement owned by Service Provider
- Client receives perpetual, non-exclusive license to use developed solutions

2 Licensing

Service Provider grants Client a limited, non-transferable license to utilize developed AI platforms and associated technologies.

6. CONFIDENTIALITY

1 Obligations

Both parties agree to:

- Maintain strict confidentiality of shared information
- Implement robust security protocols
- Restrict access to confidential materials
- Return or destroy confidential materials upon engagement termination

2 Exclusions

Confidentiality provisions shall not apply to:

- Publicly available information
- Information independently developed
- Information required to be disclosed by law

7. WARRANTY AND LIABILITY

1 Service Warranties

Service Provider warrants:

- Services performed will meet professional standards
- Deliverables will function as specified
- Compliance with applicable technological regulations

2 Limitation of Liability

Maximum aggregate liability limited to total fees paid during preceding twelve (12) months.

8. TERMINATION

1 Termination Rights

- Either party may terminate with 90 days written notice
- Immediate termination possible for material breach
- Pro-rated refund of prepaid services if terminated by Client

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 date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[CLIENT COMPANY]

By:

[Authorized Signatory]

[Title]