MANAGED SECURITY SERVICES FRAMEWORK CONTRACT

PARTIES

This Managed Security Services Framework Contract ("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 ("Client")

AND

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

RECITALS

WHEREAS, Client operates advanced technology services in predictive analytics and digital transformation solutions; and

WHEREAS, Provider specializes in comprehensive enterprise cybersecurity and managed security services; and

WHEREAS, the parties desire to establish a framework for ongoing security service provisions;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

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

2 "Security Services" means the comprehensive managed security services outlined in Exhibit A, including but not limited to:

a) Continuous network monitoring

b) Threat detection and response

c) Vulnerability assessment

d) Incident management

e) Compliance reporting

3 "Service Level Agreement" or "SLA" means the performance metrics and response standards detailed in Exhibit B.

2. SCOPE OF SERVICES

1 Provider shall deliver managed security services consistent with industry best practices, including:

- 24x7x365 security operations center monitoring

- Real-time threat intelligence analysis

- Proactive vulnerability scanning

- Incident response and mitigation protocols

2 Services shall be tailored to Client's specific technological infrastructure, with particular emphasis on protecting AI-driven platforms and predictive maintenance systems.

3 Provider shall maintain ISO 27001 and SOC 2 Type II certifications throughout the contract duration.

3. PERFORMANCE STANDARDS

1 Response Time Commitments

a) Critical Security Incidents: Maximum 15-minute initial response

b) High-Priority Incidents: Maximum 30-minute initial response

c) Standard Incidents: Maximum 2-hour initial response

2 Availability Guarantee

Provider guarantees 99.99% service availability, with financial penalties for non-compliance as detailed in Exhibit B.

4. COMPENSATION

1 Client shall pay a monthly service fee of $42,500, subject to annual adjustments not to exceed 3% per calendar year.

2 Additional services beyond the base framework will be billed at pre-negotiated rates outlined in

Exhibit C.

3 Payment Terms

- Net 30 days from invoice date

- Electronic funds transfer preferred

- Late payments subject to 1.5% monthly interest charge

5. TERM AND TERMINATION

1 Initial Term: 36 months, commencing on contract execution date.

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

3 Termination Conditions

a) Material Breach: 30-day cure period

b) Immediate termination for:

- Repeated SLA violations

- Security compromise

- Bankruptcy or insolvency

6. INTELLECTUAL PROPERTY

1 Each party retains exclusive ownership of its pre-existing intellectual property.

2 Derivative works and threat intelligence generated during service provision shall be jointly owned.

7. CONFIDENTIALITY

1 Both parties shall maintain strict confidentiality of shared information.

2 Confidentiality obligations survive contract termination for five (5) years.

8. LIABILITY AND INDEMNIFICATION

1 Maximum Liability: Limited to 12 months of total contract value.

2 Provider shall indemnify Client against:

- Direct security breaches

- Negligent service performance

- Compliance violations

9. MISCELLANEOUS PROVISIONS

1 Governing Law: State of California

2 Dispute Resolution: Mandatory arbitration in Santa Clara County

3 Force Majeure: Standard commercial exceptions apply

SIGNATURES

IN WITNESS WHEREOF, the parties execute this Agreement:

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez, CEO

Date: January 22, 2024

[PROVIDER NAME]

By:

[Authorized Representative]

Date: January 22, 2024