

# SOFTWARE INTEGRATION AND SUPPORT SERVICES AGREEMENT

## PREAMBLE

This Software Integration and Support Services Agreement ("Agreement") is entered into as of January 22, 2024 (the "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 operates an advanced AI-driven predictive maintenance platform serving enterprise clients in manufacturing, energy, and infrastructure sectors;

WHEREAS, Service Provider specializes in enterprise software integration and technical support services;

WHEREAS, Client desires to engage Service Provider to provide comprehensive software integration and ongoing technical support for its proprietary AI diagnostic platforms;

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 software integration and technical support services described in Exhibit A.

2 "Confidential Information" means all proprietary technical and business information disclosed between parties during the engagement.

3 "Deliverables" means the specific software integration outputs, documentation, and technical

specifications produced under this Agreement.

## **2. SCOPE OF SERVICES**

### **1 Integration Services**

Client hereby engages Service Provider to perform the following core integration services:

- a) Comprehensive assessment of existing AI platform architecture
- b) Development of custom integration protocols
- c) Implementation of cross-platform data synchronization mechanisms
- d) Performance optimization and system compatibility testing

### **2 Technical Support Services**

Service Provider shall provide:

- a) 24/7 tier-3 technical support
- b) Quarterly system performance reviews
- c) Rapid incident response (maximum 2-hour initial response time)
- d) Annual system health and optimization assessments

## **3. PERFORMANCE STANDARDS**

### **1 Service Level Agreement (SLA)**

Service Provider guarantees:

- 99.95% system uptime
- Maximum 30-minute incident acknowledgment
- Critical issue resolution within 4 business hours

### **2 Performance Metrics**

Service Provider will provide monthly reports detailing:

- Response times
- Issue resolution rates
- System performance indicators
- Recommended optimization strategies

## **4. COMPENSATION**

### 1 Fee Structure

- Initial Integration Fee: \$175,000
- Monthly Recurring Support Fee: \$22,500
- Additional Hourly Rate (if applicable): \$295/hour

### 2 Payment Terms

- Integration fee payable upon contract execution
- Monthly support fees invoiced net-30
- All fees subject to annual CPI adjustment

## **5. INTELLECTUAL PROPERTY**

### 1 Ownership

- All pre-existing intellectual property remains with original owner
- Derivative works created during integration become joint intellectual property
- Client retains exclusive usage rights for all deliverables

### 2 Licensing

Service Provider grants Client a perpetual, non-exclusive license to use integration methodologies and supporting documentation.

## **6. CONFIDENTIALITY**

### 1 Confidential Information

Parties agree to:

- Maintain strict confidentiality
- Implement robust information protection protocols
- Limit disclosure to authorized personnel
- Return or destroy confidential materials upon contract termination

## **7. WARRANTY AND INDEMNIFICATION**

### 1 Service Warranty

Service Provider warrants that:

- Services will be performed professionally

- Deliverables will meet agreed specifications
- All work complies with industry best practices

## 2 Limitation of Liability

Total aggregate liability shall not exceed total contract value, excluding cases of gross negligence or willful misconduct.

## 8. TERM AND TERMINATION

### 1 Initial Term

Initial contract period: 24 months from Effective Date

### 2 Termination Conditions

- Mutual written agreement
- Material breach with 30-day cure period
- Bankruptcy or insolvency of either party

## 9. MISCELLANEOUS PROVISIONS

### 1 Governing Law

This Agreement shall be governed by California law.

### 2 Dispute Resolution

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:**

Dr. Elena Rodriguez

Chief Executive Officer

[SERVICE PROVIDER]

**By:**

[Authorized Signatory]

[Title]