

Technology Services Standard Contractual Terms

Preamble

These Technology Services Standard Contractual Terms (the "Agreement") are entered into by and between Nexus Intelligent Systems, Inc., a Delaware corporation with its principal place of business at 1200 Innovation Park Drive, San Jose, California 95134 (hereinafter "Nexus" or the "Service Provider"), and the undersigned client organization (hereinafter the "Client").

1. Definitions

1 "Services" shall mean the AI-powered predictive maintenance platforms, machine learning diagnostic tools, and enterprise digital transformation consulting services provided by Nexus.

2 "Confidential Information" means all proprietary technical, business, and operational information disclosed by either party during the course of service delivery.

3 "Intellectual Property" refers to all patents, copyrights, trade secrets, and proprietary algorithms developed by Nexus in connection with service delivery.

2. Scope of Services

1 Service Engagement

Nexus shall provide technology services as specifically outlined in the attached Statement of Work (SOW), which may include:

- Predictive maintenance platform implementation
- Machine learning diagnostic tool configuration
- Enterprise digital transformation consulting
- Custom AI solution development
- Technical integration and support services

2 Service Limitations

The Services shall be limited to the specific scope defined in each individual SOW. Nexus reserves the right to modify service offerings with 30 days written notice.

3. Client Responsibilities

1 Data Provision

The Client shall:

- Provide accurate and complete data necessary for service implementation
- Ensure data compliance with applicable privacy and security regulations
- Grant Nexus appropriate access to systems and infrastructure
- Maintain data backup and recovery protocols

2 Cooperation

The Client shall:

- Assign qualified personnel to support service implementation
- Respond to Nexus inquiries within five (5) business days
- Facilitate necessary organizational change management

4. Pricing and Payment Terms

1 Fee Structure

- Implementation Services: Fixed-price based on SOW
- Ongoing Maintenance: Monthly recurring subscription
- Custom Development: Time and materials with pre-approved budget

2 Payment Schedule

- Initial implementation fees due upon contract execution
- Monthly services billed in advance
- Payment terms: Net 30 days from invoice date
- Late payments subject to 1.5% monthly interest charge

5. Intellectual Property Rights

1 Background IP

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

2 Developed IP

- Nexus retains all rights to algorithms, methodologies, and underlying technology
- Client receives a non-exclusive, perpetual license for developed solutions

3 IP Indemnification

Nexus warrants that its Services do not infringe third-party intellectual property rights.

6. Confidentiality

1 Confidentiality Obligations

Both parties agree to:

- Maintain strict confidentiality of disclosed information
- Limit information access to necessary personnel
- Implement reasonable security measures
- Return or destroy confidential materials upon contract termination

2 Exclusions

Confidentiality obligations do not apply to information that:

- Was publicly available prior to disclosure
- Is independently developed
- Is required to be disclosed by legal process

7. Warranty and Limitation of Liability

1 Service Warranty

Nexus warrants that Services will:

- Meet agreed specifications
- Be performed with professional diligence
- Comply with industry standards

2 Liability Limitation

Total liability shall not exceed:

- For service fees: 12 months of contracted fees
- Excludes consequential, indirect, and punitive damages

8. Termination

1 Termination Rights

- Client may terminate with 60 days written notice

- Nexus may terminate for material breach after 30-day cure period
- Prorated refunds available for prepaid unused services

2 Post-Termination Obligations

- Return of confidential materials
- Transition support
- Data migration assistance

9. Miscellaneous Provisions

1 Governing Law

This Agreement shall be governed by California law.

2 Dispute Resolution

Mandatory arbitration in Santa Clara County, California.

3 Force Majeure

Neither party liable for delays caused by uncontrollable events.

10. Execution

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 Organization

By:

[Authorized Signatory Name]

[Title]

Date: