

TECHNOLOGY INFRASTRUCTURE MAINTENANCE AGREEMENT

PARTIES

This Technology Infrastructure Maintenance 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 ("Client")

AND

TECHSERVE SOLUTIONS, LLC, a California limited liability company with principal offices at 500 Technology Boulevard, Palo Alto, California 94301 ("Service Provider")

RECITALS

WHEREAS, Client operates advanced AI-driven predictive maintenance platforms requiring specialized technological infrastructure support;

WHEREAS, Service Provider possesses specialized expertise in enterprise technology infrastructure maintenance and support services;

WHEREAS, the parties desire to establish comprehensive terms for ongoing technology infrastructure maintenance;

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

1. DEFINITIONS

1 "Critical Infrastructure" shall mean the core technological systems, networks, servers, and computational resources essential to Client's operational capabilities.

2 "Maintenance Services" shall include preventative maintenance, emergency response, system monitoring, performance optimization, and infrastructure management activities.

3 "Service Level Agreement" or "SLA" refers to the specific performance standards and response time commitments outlined in Exhibit A.

2. SCOPE OF SERVICES

1 Service Specifications

Service Provider shall provide comprehensive technology infrastructure maintenance services, including but not limited to:

- a) Continuous system monitoring and performance tracking
- b) Proactive hardware and software maintenance
- c) Security patch management
- d) Infrastructure resilience optimization
- e) Predictive diagnostic assessments
- f) Emergency technical support and incident response

2 Service Exclusions

The following are explicitly excluded from Maintenance Services:

- a) Physical relocation of infrastructure components
- b) Custom software development
- c) End-user training
- d) Hardware replacement beyond standard maintenance protocols

3. SERVICE LEVEL COMMITMENTS

1 Response Time Standards

Service Provider guarantees the following response times:

- Critical Issues: 30-minute initial response
- High-Priority Issues: 2-hour initial response
- Standard Issues: 4-hour initial response

2 Uptime Guarantee

Service Provider shall maintain a minimum of 99.95% system availability, calculated on a monthly basis.

4. COMPENSATION

1 Monthly Service Fee

Client shall pay Service Provider a fixed monthly fee of \$24,750, payable net 30 days from invoice date.

2 Additional Services

Supplemental services outside the standard scope will be billed at pre-agreed hourly rates specified in Exhibit B.

5. TERM AND TERMINATION

1 Initial Term

This Agreement shall commence on February 1, 2024, and continue for an initial period of twenty-four (24) months.

2 Renewal

The Agreement shall automatically renew for successive twelve-month periods unless either party provides written notice of non-renewal at least sixty (60) days prior to expiration.

3 Termination Rights

Either party may terminate this Agreement for material breach after providing thirty (30) days written cure opportunity.

6. CONFIDENTIALITY

1 Confidential Information

Each party agrees to maintain strict confidentiality regarding the other party's proprietary information, using no less than reasonable commercial standards of protection.

2 Exclusions

Confidentiality obligations shall not apply to information:

- a) Already publicly available
- b) Independently developed without use of confidential materials
- c) Received from a third party without restriction

7. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability

Neither party's total liability shall exceed the total fees paid during the twelve (12) months preceding the claim.

2 Indemnification

Service Provider shall indemnify Client against third-party claims arising from Service Provider's negligence or willful misconduct.

8. MISCELLANEOUS

1 Governing Law

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

2 Entire Agreement

This document constitutes the complete understanding between the parties, superseding all prior negotiations.

SIGNATURE PAGE

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Name: Dr. Elena Rodriguez

Title: Chief Executive Officer

TECHSERVE SOLUTIONS, LLC

By:

Name: Jonathan Reese

Title: Managing Director

[Exhibits Omitted for Brevity]