

INFRASTRUCTURE HOSTING AND MANAGEMENT AGREEMENT

PREAMBLE

This Infrastructure Hosting and Management 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

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

RECITALS

WHEREAS, Client requires comprehensive infrastructure hosting and management services to support its enterprise AI and predictive analytics platforms;

WHEREAS, Provider specializes in enterprise-grade cloud infrastructure and managed services;

WHEREAS, the parties desire to establish the terms and conditions governing the provision of infrastructure hosting services;

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

1. DEFINITIONS

1 "Hosting Services" shall mean the comprehensive infrastructure hosting, management, security, and support services to be provided by Provider as detailed in Exhibit A.

2 "Service Level Agreement" or "SLA" means the performance standards and metrics outlined in Exhibit B.

3 "Confidential Information" means all proprietary technical and business information disclosed between the parties.

2. SCOPE OF SERVICES

1 Infrastructure Hosting

Provider shall:

- (a) Provide secure, scalable cloud infrastructure supporting Client's AI and analytics platforms
- (b) Maintain a minimum 99.99% uptime for hosted services
- (c) Support infrastructure scaling based on Client's computational requirements
- (d) Implement robust security protocols consistent with industry best practices

2 Management Services

Provider will deliver:

- (a) 24x7x365 infrastructure monitoring
- (b) Proactive performance optimization
- (c) Security patch management
- (d) Disaster recovery and business continuity planning

3. PERFORMANCE STANDARDS

1 Service Level Commitments

Provider guarantees:

- (a) Maximum system downtime of 52 minutes per calendar year
- (b) Response times not exceeding 5 milliseconds for critical transactions
- (c) Immediate notification of potential security vulnerabilities
- (d) Quarterly comprehensive performance reporting

2 Remediation

Failure to meet specified performance metrics will result in service credits calculated as a percentage of monthly recurring charges.

4. SECURITY REQUIREMENTS

1 Data Protection

Provider shall:

- (a) Implement AES-256 encryption for data at rest and in transit
- (b) Maintain SOC 2 Type II and ISO 27001 certifications
- (c) Conduct quarterly third-party security audits

(d) Provide immediate breach notification within 4 hours of detection

2 Compliance

Provider will ensure compliance with:

(a) GDPR

(b) CCPA

(c) HIPAA

(d) Other applicable data protection regulations

5. PRICING AND PAYMENT

1 Fee Structure

(a) Monthly Recurring Charge: \$42,500

(b) Additional Computational Resources: Metered at \$2.75 per vCPU hour

(c) Annual prepayment option with 10% discount

2 Payment Terms

(a) Net 30 days from invoice date

(b) Late payments subject to 1.5% monthly interest

(c) Disputed charges must be submitted in writing within 10 business days

6. TERM AND TERMINATION

1 Initial Term

Initial agreement period: 36 months from Effective Date

2 Renewal

Automatic 12-month renewals unless either party provides 90-day written termination notice

3 Termination Rights

(a) Material breach with 30-day cure period

(b) Immediate termination for security violations

(c) Prorated refund of prepaid services

7. 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

Standard commercial force majeure provisions apply

SIGNATURES

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

[HOSTING PROVIDER]

By:

[Authorized Signatory]

[Title]