

MANAGED NETWORK SERVICES OPERATIONAL CONTRACT

PREAMBLE

This Managed Network Services Operational Contract ("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

[NETWORK SERVICES PROVIDER NAME], a [STATE] corporation with principal offices at [FULL ADDRESS] ("Service Provider")

1. DEFINITIONS

1 "Managed Network Services" shall mean the comprehensive network infrastructure management, monitoring, maintenance, and optimization services to be provided by Service Provider as detailed in Exhibit A.

2 "Critical Infrastructure" means the Client's core network systems, including but not limited to enterprise-level routing, switching, security infrastructure, and cloud connectivity platforms.

3 "Service Level Agreement" or "SLA" refers to the performance metrics, response times, and operational standards specified in Exhibit B.

2. SCOPE OF SERVICES

1 Network Infrastructure Management

Service Provider shall provide comprehensive management of Client's enterprise network infrastructure, including:

- a) 24/7 network monitoring and real-time performance tracking
- b) Proactive maintenance and predictive diagnostic services
- c) Security vulnerability assessment and mitigation
- d) Network optimization and capacity planning
- e) Incident response and emergency support

2 Technology Specifications

The managed services shall cover the following technological domains:

- Enterprise-grade routing and switching infrastructure
- Wireless and wired network architectures
- Cloud and hybrid network connectivity
- Network security and intrusion prevention systems
- Software-defined networking (SDN) platforms

3. SERVICE LEVEL COMMITMENTS

1 Performance Guarantees

Service Provider guarantees the following minimum performance standards:

- a) Network Uptime: 99.99% monthly availability
- b) Incident Response Time:

- Critical Issues: 15-minute initial response
- High Priority: 30-minute initial response
- Standard Issues: 2-hour initial response

2 Remediation and Penalties

Failure to meet specified SLA metrics will result in service credits calculated as a percentage of monthly service fees:

- 99.5% - 99.99% Uptime: 10% service credit
- 99.0% - 99.49% Uptime: 25% service credit
- Below 99% Uptime: 50% service credit

4. COMPENSATION AND BILLING

1 Fee Structure

Client shall compensate Service Provider through the following payment mechanism:

- a) Monthly Base Service Fee: \$45,000
- b) Additional Service Modules: Priced according to Exhibit C
- c) Annual contract value not to exceed \$600,000

2 Payment Terms

- Invoices issued monthly, net 30 days
- Payment via electronic funds transfer
- Late payments subject to 1.5% monthly interest charge

5. TERM AND TERMINATION

1 Contract Duration

Initial Term: 36 months from Effective Date

Automatic Renewal: 12-month extensions unless written notice provided 90 days prior to expiration

2 Termination Conditions

a) For Convenience: Client may terminate with 180 days written notice

b) For Cause: Immediate termination possible for:

- Repeated SLA violations
- Security breaches
- Fraudulent billing practices
- Bankruptcy or financial insolvency

6. CONFIDENTIALITY AND DATA PROTECTION

1 Confidential Information

Service Provider acknowledges access to Client's proprietary network configurations, architectural designs, and sensitive operational data.

2 Data Protection Obligations

- Implement industry-standard encryption protocols
- Maintain SOC 2 Type II compliance
- Prohibit data sharing or unauthorized access
- Immediate notification of potential security incidents

7. INTELLECTUAL PROPERTY

1 Ownership

- Client retains all rights to existing network configurations
- Service Provider grants limited, non-exclusive license for management tools

8. LIMITATION OF LIABILITY

1 Maximum Liability

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

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Santa Clara County.

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

[NETWORK SERVICES PROVIDER]

By:

[Authorized Signatory Name]

[Title]