

IT INFRASTRUCTURE MODERNIZATION SERVICES AGREEMENT

PARTIES

This IT Infrastructure Modernization Services 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 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 seeks to modernize its enterprise IT infrastructure to support advanced AI-driven predictive maintenance and digital transformation capabilities;

WHEREAS, Service Provider specializes in comprehensive IT infrastructure design, implementation, and optimization services;

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

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 comprehensive IT infrastructure modernization services to be provided by Service Provider, as more specifically described in Exhibit A.

2 "Deliverables" shall mean all work products, documentation, configurations, and implementation materials produced by Service Provider in connection with the Services.

3 "Transformation Roadmap" shall mean the detailed strategic plan outlining the phased approach to infrastructure modernization, attached hereto as Exhibit B.

2. SCOPE OF SERVICES

1 Infrastructure Assessment

Service Provider shall conduct a comprehensive assessment of Client's existing IT infrastructure, including:

- a) Network architecture evaluation
- b) Cloud readiness analysis
- c) Security infrastructure review
- d) Performance and scalability diagnostic

2 Modernization Design

Based on the assessment, Service Provider will develop a detailed modernization strategy including:

- a) Recommended technology stack
- b) Migration approach
- c) Integration protocols
- d) Scalability recommendations

3 Implementation Services

Service Provider shall execute the Transformation Roadmap, including:

- a) Infrastructure redesign
- b) Cloud migration
- c) Security enhancement
- d) Performance optimization

3. SERVICE LEVEL AGREEMENTS

1 Performance Standards

Service Provider guarantees:

- a) 99.95% system availability
- b) Maximum 50-millisecond latency
- c) Immediate critical issue response
- d) Comprehensive monthly performance reporting

2 Compliance Requirements

Service Provider shall ensure:

- a) NIST SP 800-53 security compliance
- b) SOC 2 Type II certification maintenance
- c) GDPR and CCPA data protection standards
- d) Continuous security monitoring

4. COMPENSATION

1 Fee Structure

Client shall pay Service Provider:

- a) Initial Assessment Fee: \$75,000
- b) Implementation Services: \$425,000
- c) Monthly Maintenance Fee: \$15,000

2 Payment Terms

Invoices shall be submitted monthly, with payment due within 30 days of invoice date.

5. INTELLECTUAL PROPERTY

1 Ownership

- a) Client shall retain ownership of all pre-existing intellectual property
- b) Deliverables created during service engagement shall be owned by Client
- c) Service Provider grants perpetual, non-exclusive license for custom configurations

6. WARRANTY AND INDEMNIFICATION

1 Service Warranty

Service Provider warrants that Services will:

- a) Meet agreed specifications
- b) Be performed with professional skill
- c) Comply with industry best practices

2 Limitation of Liability

Total liability shall not exceed the total contract value of \$590,000.

7. TERM AND TERMINATION

1 Initial Term

This Agreement shall commence on January 22, 2024, and continue for 24 months.

2 Termination Conditions

Either party may terminate for:

- a) Material breach with 30-day cure period
- b) Insolvency
- c) Failure to meet performance standards

8. CONFIDENTIALITY

1 Confidential Information

Parties shall maintain strict confidentiality of all shared technical and business information.

9. MISCELLANEOUS

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.

SIGNATURES

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

[SERVICE PROVIDER]

By:

[Authorized Signatory]

[Title]