

Cloud Migration and Support Services Framework Agreement

PREAMBLE

This Cloud Migration and Support Services Framework Agreement (the "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, Austin, Texas 78758 ("Client")

and

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

RECITALS

WHEREAS, Client requires comprehensive cloud migration and ongoing support services for its enterprise AI infrastructure;

WHEREAS, Service Provider possesses specialized expertise in enterprise cloud transformation and managed services;

WHEREAS, the parties desire to establish a comprehensive framework for cloud migration and sustained technological support;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

1 "Cloud Services" shall mean the comprehensive suite of migration, implementation, and ongoing support services more particularly described in Exhibit A.

2 "Confidential Information" means all proprietary technical, operational, and strategic information exchanged during the engagement.

3 "Migration Scope" refers to the specific technological infrastructure, data systems, and operational platforms to be transitioned as detailed in the attached Statement of Work.

2. SERVICES DESCRIPTION

1 Migration Services

- Comprehensive assessment of existing technological infrastructure
- Detailed migration strategy and implementation roadmap
- Full data migration and system integration
- Minimal operational disruption guarantee

2 Support Services

- 24x7 technical support infrastructure
- Proactive system monitoring
- Quarterly performance and optimization reviews
- Rapid incident response protocols

3. PERFORMANCE STANDARDS

1 Service Level Agreement (SLA)

- 99.95% system uptime guarantee
- Maximum 30-minute initial incident response time
- Root cause analysis within 4 business hours of critical incidents

2 Performance Metrics

- Quantitative and qualitative performance tracking
- Monthly comprehensive reporting
- Annual strategic alignment review

4. FINANCIAL TERMS

1 Pricing Structure

- Initial migration fee: \$275,000
- Monthly managed services fee: \$42,500
- Performance-based incentive compensation model

2 Payment Terms

- Migration fee payable in three milestone-based installments
- Monthly services billed net-30 days

- Annual contract value not to exceed \$575,000

5. INTELLECTUAL PROPERTY

1 Client retains full ownership of all migrated data, configurations, and derivative intellectual property.

2 Service Provider grants limited, non-transferable license for proprietary migration and support technologies.

6. SECURITY AND COMPLIANCE

1 Compliance Requirements

- SOC 2 Type II certification mandatory
- NIST 800-53 security control framework
- Ongoing third-party security audits

2 Data Protection

- End-to-end encryption protocols
- Strict access control mechanisms
- Comprehensive data residency guarantees

7. TERM AND TERMINATION

1 Initial Term: 36 months from execution date

2 Renewal: Automatic 12-month extensions

3 Termination Provisions:

- 90-day written notice for convenience
- Immediate termination for material breach
- Pro-rated service fee refunds

8. LIMITATION OF LIABILITY

1 Maximum aggregate liability limited to total contract value

2 Exclusion of consequential and indirect damages

3 Comprehensive indemnification provisions

9. MISCELLANEOUS

- 1 Governing Law: State of Delaware
- 2 Dispute Resolution: Binding arbitration in Austin, Texas
- 3 Force Majeure provisions
- 4 Comprehensive confidentiality obligations

SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties execute 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]