

Enterprise Cloud Services Master Agreement

PARTIES

This Enterprise Cloud Services Master 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 ("Nexus")

and

[Client Name], a [State of Incorporation] corporation with principal offices at [Client Address] ("Client")

RECITALS

WHEREAS, Nexus provides advanced enterprise cloud services and AI-powered predictive maintenance platforms;

WHEREAS, Client desires to procure certain cloud-based technology services from Nexus to enhance its operational capabilities;

WHEREAS, the parties wish to establish the terms and conditions governing their commercial relationship;

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

1. DEFINITIONS

1 "Cloud Services" means the AI-driven predictive maintenance and digital transformation software platforms provided by Nexus, as more specifically described in Exhibit A.

2 "Confidential Information" means all proprietary technical and business information disclosed by either party during the term of this Agreement.

3 "Service Level Agreement" or "SLA" means the performance standards and metrics attached as Exhibit B.

2. SERVICE DESCRIPTION

1 Service Scope

Nexus shall provide the following core services:

- (a) Predictive maintenance platform access
- (b) Machine learning diagnostic tools
- (c) Enterprise analytics dashboard
- (d) Continuous system monitoring and reporting

2 Implementation

Nexus will provide comprehensive implementation support, including:

- (a) Initial system configuration
- (b) Data migration assistance
- (c) User training and onboarding
- (d) Technical integration support

3. PRICING AND PAYMENT TERMS

1 Pricing Structure

- (a) Annual Subscription Fee: \$250,000
- (b) Per-User License: \$1,200 per authorized user
- (c) Professional Services: Billed at \$275/hour

2 Payment Schedule

- (a) Annual fee payable in quarterly installments
- (b) Net 30 days from invoice date
- (c) Late payments subject to 1.5% monthly interest charge

4. SERVICE LEVEL COMMITMENTS

1 Uptime Guarantee

Nexus guarantees 99.95% platform availability, excluding scheduled maintenance windows.

2 Response Times

- (a) Critical Issues: 30-minute initial response

- (b) High Priority: 2-hour response
- (c) Standard Issues: 8-hour response

5. DATA PROTECTION AND SECURITY

1 Data Handling

Nexus shall:

- (a) Implement industry-standard encryption protocols
- (b) Maintain SOC 2 Type II compliance
- (c) Provide quarterly security audit reports

2 Client Data Rights

- (a) Client retains full ownership of uploaded data
- (b) Nexus granted limited license for platform operation
- (c) Complete data portability upon contract termination

6. INTELLECTUAL PROPERTY

1 Ownership

- (a) Nexus retains all rights to its underlying platform technology
- (b) Client receives non-exclusive, non-transferable usage license

2 Restrictions

Client shall not:

- (a) Reverse engineer the platform
- (b) Create derivative works
- (c) Sublicense or transfer access rights

7. WARRANTY AND LIABILITY

1 Limited Warranty

Nexus warrants that services will perform substantially per documentation for 90 days.

2 Limitation of Liability

Total liability shall not exceed:

- (a) Twelve (12) months of paid subscription fees
- (b) \$500,000 maximum aggregate liability

8. TERMINATION

1 Termination Rights

- (a) Either party may terminate for material breach
- (b) 30-day cure period for remediable violations
- (c) Pro-rated refund of prepaid services

2 Post-Termination Obligations

- (a) Data export and transfer
- (b) Cessation of service access
- (c) Confidentiality provisions survive

9. MISCELLANEOUS

1 Governing Law

This Agreement shall be governed by California law.

2 Dispute Resolution

Mandatory 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

[CLIENT ORGANIZATION]

By:

[Authorized Signatory]

[Title]