NEXUS

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MASTER SERVICES AGREEMENT.

TECHNOLOGY & PROFESSIONAL SERVICES

DOC NO.	VERSION	CLASSIFICATION
NXS-LEGAL-MSA	2.0 · 2026	Confidential

This Master Services Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between Nexus Industrial Group, LLC, a Texas limited liability company ("Nexus"), and _____ ("Client"). Nexus and Client are each a "Party" and together the "Parties."

EXECUTION DETAILS · COMPLETE BEFORE SIGNATURE

EFFECTIVE DATE	_____
CLIENT (LEGAL ENTITY)	_____

01

SECTION

PURPOSE AND STRUCTURE

Nexus may provide software development, artificial intelligence, automation, consulting, implementation, integration, design, support, managed services, and related professional services. Project-specific services will be described in one or more mutually executed Statements of Work (each, an "SOW").

This Agreement sets the baseline legal framework. Each SOW defines the commercial and delivery terms for that project. Applicable schedules and exhibits are incorporated only when referenced in the SOW or otherwise signed by the Parties.

02

SECTION

DEFINITIONS

DELIVERABLES	The project-specific work product expressly identified as a deliverable in an applicable SOW.
NEXUS TECHNOLOGY	All pre-existing, independently developed, or reusable software, frameworks, libraries, APIs, SDK wrappers, integration layers, templates, workflows, tools, deployment systems, architectural patterns, methodologies, AI orchestration systems, know-how, and related intellectual property owned or controlled by Nexus.
CLIENT MATERIALS	Data, branding, content, specifications, documentation, software, credentials, instructions, and other materials supplied by or for Client.
THIRD-PARTY SERVICES	Products, APIs, models, SDKs, cloud services, hosting, payment, identity, communications, app-store, analytics, and similar services supplied by third parties.
CONFIDENTIAL INFORMATION	Non-public information disclosed by a Party that is marked confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure.
SECURITY INCIDENT	Confirmed unauthorized access to, acquisition of, use of, or disclosure of Client Data in a system under Nexus's direct control, excluding unsuccessful scans, probes, or blocked attacks that do not result in unauthorized access.

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SECTION

SERVICES AND PERSONNEL

Nexus will perform the Services in a professional and workmanlike manner consistent with generally accepted industry practices. Nexus may use employees, affiliates, contractors, and subcontractors to perform the Services, provided Nexus remains responsible for their performance to the same extent as if performed by Nexus directly.

No project will commence until an applicable SOW is executed, except for limited discovery or pre-project work expressly authorized in writing.

04

SECTION

STATEMENTS OF WORK; ORDER OF PRECEDENCE

Each SOW should identify scope, Deliverables, timeline, milestones, acceptance criteria, fees, assumptions, exclusions, Client dependencies, Third-Party Services, data/security classification, and support obligations, if any.

If documents conflict, the order of precedence is: (1) a signed Change Order for the affected scope; (2) the applicable SOW; (3) applicable schedules or exhibits; and (4) this Agreement. A higher-priority document modifies a lower-priority document only to the extent of the direct conflict.

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SECTION

CLIENT RESPONSIBILITIES

- Provide timely access to personnel, systems, accounts, data, decisions, and information reasonably required for the Services.
- Provide complete and accurate requirements and promptly identify material changes.
- Review Deliverables and provide approvals or written deficiencies within agreed review periods.
- Maintain ownership and control of production accounts unless an SOW expressly provides otherwise.
- Ensure Client Materials and Client instructions are lawful, properly licensed, and do not infringe third-party rights.
- Identify any data that requires special handling and communicate applicable business, legal, security, retention, and compliance requirements before Nexus processes that data.
- Maintain appropriate backups, business continuity, and disaster recovery for Client-controlled systems unless an SOW expressly assigns those obligations to Nexus.

Nexus is not responsible for delays to the extent caused by Client, Client vendors, or dependencies outside Nexus's reasonable control. Project schedules and milestones will be equitably adjusted for such delays.

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SECTION

FEES, EXPENSES, AND PAYMENT

Fees and payment schedules will be stated in the applicable SOW. Unless otherwise stated, invoices are due within fifteen (15) days. Late amounts accrue interest at 1.0% per month or the maximum lawful rate, whichever is less.

Nexus may suspend affected Services on seven (7) days written notice if undisputed amounts remain overdue. Client remains responsible for Services performed, approved expenses, non-cancellable commitments, and other amounts incurred before suspension or termination.

Any transfer of ownership rights in Deliverables is conditioned on full payment of all amounts due for the applicable SOW.

07 SECTION — CHANGE CONTROL

A material change to scope, Deliverables, functionality, integrations, assumptions, data/security requirements, compliance requirements, timeline, or support obligations may require a written Change Order. A Change Order may be approved by signature or by another written approval method identified in the SOW. Nexus is not required to begin changed work until the Change Order is approved.

08 SECTION — THIRD-PARTY SERVICES

- Third-Party Service fees are Client expenses unless expressly included in an SOW.
- Production accounts should be established in Client's name whenever commercially practical; Nexus may use development, test, or sandbox accounts during implementation.
- Third-Party Services are governed by their own terms and may change pricing, features, availability, policies, models, APIs, security practices, or eligibility requirements.
- Nexus is not responsible for failures, outages, policy changes, pricing changes, app-store decisions, or security incidents of Third-Party Services except to the extent directly caused by Nexus's breach of this Agreement.

09 SECTION — ACCEPTANCE

Unless an SOW states otherwise, Client has ten (10) business days after delivery of a milestone or Deliverable to accept it or provide written notice identifying material nonconformities against the applicable acceptance criteria. Failure to provide timely written rejection constitutes acceptance.

For a timely and valid rejection, Nexus will use commercially reasonable efforts to correct confirmed material nonconformities and resubmit the affected Deliverable. Acceptance is not delayed by minor defects that do not materially impair intended use.

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SECTION

CONFIDENTIALITY

Each Party will protect the other Party's Confidential Information using at least reasonable care and will use it only to perform or receive Services, exercise rights, or comply with obligations under the Agreement. A Party may disclose Confidential Information to personnel, contractors, professional advisers, financing sources, and service providers who have a need to know and are bound by confidentiality obligations.

Confidential Information does not include information that is or becomes public through no breach; was lawfully known without restriction; is received lawfully from a third party without duty; or is independently developed without use of the other Party's Confidential Information.

If disclosure is legally required, the receiving Party may disclose the required portion after providing notice when legally permitted. Confidentiality obligations continue for five (5) years after disclosure; trade secrets remain protected for so long as they qualify as trade secrets under applicable law.

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SECTION

INTELLECTUAL PROPERTY

11.1 CLIENT OWNERSHIP

Subject to full payment, Client owns the Deliverables created specifically for Client and expressly identified in the SOW, including project-specific source code, project-specific business logic, Client-specific user interfaces and workflows, Client branding and content, and project documentation prepared specifically for Client. Client does not obtain ownership of Nexus Technology, Third-Party Services, open-source software, or materials expressly excluded in the SOW or an applicable schedule.

11.2 NEXUS OWNERSHIP AND REUSE RIGHTS

Nexus retains all right, title, and interest in Nexus Technology and all improvements to it. Nexus may develop similar or competing solutions and may reuse generalized concepts, architecture, workflows, integrations, automation, methods, techniques, and know-how, provided Nexus does not disclose Client Confidential Information or use Client-owned data except as authorized.

11.3 LICENSE TO EMBEDDED NEXUS TECHNOLOGY

To the extent Nexus Technology is embedded in a paid Deliverable and reasonably necessary for Client to use that Deliverable, Nexus grants Client a perpetual, worldwide, royalty-free, non-exclusive, non-transferable except with the Deliverable,

license to use that Nexus Technology solely as incorporated into the delivered solution. Client may permit its service providers to exercise the license solely for Client's benefit and subject to confidentiality obligations.

12 SECTION — ARTIFICIAL INTELLIGENCE

Projects may use machine learning systems, large language models, retrieval systems, agents, automation frameworks, or other AI technologies. AI outputs may be probabilistic, incomplete, inconsistent, or inaccurate and may require human review.

- Client remains responsible for reviewing and validating AI-assisted outputs before relying on them for legal, financial, safety-critical, employment, regulated, or other material business decisions.
- Nexus will not knowingly use Client Confidential Information or Client Data to train a generalized Nexus model or generalized third-party model for the benefit of unrelated customers without Client's written authorization.
- If Client Data is submitted to a Third-Party Service, that processing is subject to the provider's terms, settings, and security practices. Nexus will use commercially reasonable account and configuration options identified in the SOW or Security Schedule.
- Nexus does not guarantee that AI-generated output will be unique, protectable, non-infringing, accurate, or fit for a particular use.

13 SECTION — OPEN-SOURCE SOFTWARE

Deliverables may include open-source software subject to applicable licenses. Nexus will not knowingly incorporate open-source software that requires Client to disclose Client proprietary source code solely because of the Deliverable, unless Client approves the use in writing. Open-source components remain governed by their licenses and are not transferred to Client as proprietary Nexus or Client intellectual property.

14 SECTION — DATA PROTECTION AND COMPLIANCE

Client is responsible for determining the laws, notices, consents, retention rules, industry requirements, and business policies applicable to Client's products, users, and data. Nexus does not provide legal advice and is not responsible for determining the legal sufficiency of Client's compliance program.

Nexus will implement technical requirements expressly identified and approved by Client and will comply with laws directly applicable to Nexus in performing the Services. If Nexus processes personal data on Client's behalf and applicable law requires a data

processing agreement, the Parties will execute an appropriate DPA before that processing begins.

15 SECTION — SECURITY

Nexus will maintain commercially reasonable administrative, technical, and organizational safeguards appropriate to the nature of information under Nexus's control. Nexus will use reasonable access controls for privileged Nexus access and will require multi-factor authentication for Nexus-controlled privileged accounts where the relevant platform supports it.

Security responsibilities for production systems, accounts, data, backups, monitoring, and incident response are allocated in the Security Responsibility Schedule when applicable. No system can be guaranteed completely secure, and Nexus does not warrant protection against all unauthorized access, attacks, zero-day vulnerabilities, insider threats, or Third-Party Service failures.

16 SECTION — SECURITY INCIDENTS

Following confirmation of a Security Incident affecting systems under Nexus's direct control, Nexus will notify Client without undue delay and, where commercially practicable, within seventy-two (72) hours after confirmation. Nexus will provide reasonably available information and cooperate in investigation and remediation consistent with the Security Responsibility Schedule.

Nexus is not responsible for incidents caused by Client-controlled systems, Client personnel, compromised Client credentials, Third-Party Services, Internet infrastructure, or other matters outside Nexus's reasonable control, except to the extent directly caused by Nexus's breach of this Agreement.

17 SECTION — LIMITED WARRANTY

Nexus warrants for ninety (90) days after acceptance that Deliverables will substantially conform to the specifications and acceptance criteria expressly stated in the applicable SOW. Nexus will use commercially reasonable efforts to correct reproducible material defects reported during the warranty period. This correction obligation is Client's exclusive remedy for breach of this warranty.

The warranty does not cover new features, enhancements, Third-Party Services, open-source software, Client or third-party modifications, misuse, unsupported environments, changes in law or vendor policy after delivery, or security incidents outside Nexus's reasonable control.

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SECTION

DISCLAIMER

EXCEPT FOR THE EXPRESS WARRANTY ABOVE, THE SERVICES, DELIVERABLES, DOCUMENTATION, AND AI OUTPUTS ARE PROVIDED "AS IS" AND NEXUS DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY LAW. NEXUS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION, THIRD-PARTY AVAILABILITY, APP-STORE APPROVAL, REGULATORY APPROVAL, OR ACHIEVEMENT OF CLIENT'S BUSINESS OBJECTIVES.

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SECTION

INDEMNIFICATION

19.1 NEXUS IP INDEMNITY

Nexus will defend Client from a third-party claim alleging that a Deliverable created solely by Nexus and delivered under an SOW directly infringes a United States patent, copyright, or trademark, and will pay finally awarded damages or settlements approved by Nexus. Nexus has no obligation for claims arising from Client Materials or instructions, Client or third-party modifications, Third-Party Services, open-source software, or combinations not created by Nexus.

If such a claim is reasonably likely, Nexus may modify or replace the affected Deliverable, obtain rights for continued use, or terminate the affected portion and refund fees paid for the unusable affected Deliverable, less reasonable value received before termination.

19.2 CLIENT INDEMNITY

Client will defend Nexus from third-party claims arising from Client Materials, Client data or content, Client instructions, Client business practices, Client's violation of law, Client misuse of Deliverables, or Client's infringement of third-party rights, and will pay finally awarded damages or settlements approved by Client.

19.3 PROCEDURE

The indemnified Party must promptly notify the indemnifying Party, provide reasonable cooperation at the indemnifying Party's expense, and allow the indemnifying Party to control the defense and settlement, except that no settlement may admit fault by or impose non-monetary obligations on the indemnified Party without consent.

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SECTION

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO AN SOW WILL NOT EXCEED THE FEES PAID OR PAYABLE TO NEXUS UNDER THAT SOW.

For Nexus's breach of confidentiality obligations, Nexus's obligations under Section 19.1, or a Security Incident directly caused by Nexus's material breach of its express security obligations, Nexus's aggregate liability will not exceed two (2) times the fees paid or payable under the affected SOW. The foregoing caps do not apply to fraud, willful misconduct, or liability that cannot lawfully be limited.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, BUSINESS INTERRUPTION, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY. This exclusion does not limit amounts payable to third parties under an express indemnification obligation.

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SECTION

NON-SOLICITATION

During an active SOW and for twelve (12) months afterward, neither Party will knowingly and directly solicit for employment an employee or individual contractor of the other Party who materially participated in the Services, except through general recruiting not targeted at that individual or where the individual initiates contact independently. This section applies only to the extent permitted by applicable law.

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SECTION

INDEPENDENT CONTRACTOR

Nexus is an independent contractor. Nothing creates a partnership, joint venture, employment, fiduciary, or agency relationship. Neither Party may bind the other without express written authority.

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SECTION

INSURANCE

Each Party will maintain insurance coverage that it considers commercially reasonable for its business and obligations. Any customer-specific insurance type or minimum limit required for a project must be identified and agreed in the applicable SOW before project commencement.

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SECTION

FORCE MAJEURE

Neither Party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, widespread Internet or utility failures, labor disruptions, government actions, war, pandemics, major cloud or vendor outages, or cyberattacks not caused by the affected Party's breach. Performance is excused for the duration of the event, and affected schedules will be reasonably adjusted.

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SECTION

TERM AND TERMINATION

This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate this Agreement on thirty (30) days written notice; termination of the Agreement alone does not terminate an active SOW unless the Parties agree otherwise or the SOW permits it.

Either Party may terminate this Agreement or an affected SOW for material breach if the breach is not cured within thirty (30) days after written notice, or immediately if the breach is incapable of cure. An SOW may include termination-for-convenience rights and any associated wind-down or committed-cost obligations.

Upon termination, Client will pay for Services performed, accepted or usable work in progress, approved expenses, and non-cancellable commitments incurred through the effective termination date. At Client's request and expense, Nexus will reasonably cooperate in an orderly transition of Client-owned Deliverables and Client-controlled production accounts.

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SECTION

GOVERNING LAW; DISPUTES

This Agreement is governed by Texas law without regard to conflict-of-laws rules. Before filing suit, senior business representatives will attempt in good faith for at least fifteen (15) days to resolve the dispute. If unresolved, exclusive jurisdiction and venue will lie in the state or federal courts located in Harris County, Texas, and each Party consents to that jurisdiction.

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SECTION

ATTORNEYS' FEES

In an action to enforce this Agreement, the prevailing Party may recover reasonable attorneys' fees and costs to the extent permitted by law.

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SECTION

ASSIGNMENT

Neither Party may assign this Agreement without the other Party's prior written consent, not to be unreasonably withheld, except either Party may assign it without consent in connection with a merger, acquisition, reorganization, or sale of substantially all assets or the business to which this Agreement relates, provided the assignee assumes the obligations in writing.

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SECTION

PUBLICITY

Neither Party may use the other Party's name, logo, or marks in public marketing without prior written consent. Nexus may identify Client internally for staffing, project-management, insurance, financing, or professional-adviser purposes subject to confidentiality obligations.

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SECTION

NOTICES

Formal notices under this Agreement must be sent to the notice email or address identified in the signature block or an SOW and are effective upon confirmed electronic delivery or, if sent by recognized courier, upon delivery. Routine project communications may occur through ordinary business channels.

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SECTION

SURVIVAL

Payment, confidentiality, intellectual property, AI and data provisions, indemnification, liability limitations, dispute provisions, and any rights or obligations intended by their nature to survive will survive termination.

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SECTION

ENTIRE AGREEMENT; AMENDMENTS; SIGNATURES

This Agreement, together with executed SOWs, schedules, exhibits, Change Orders, and amendments, is the entire agreement regarding its subject matter and supersedes prior discussions and proposals. Amendments must be in writing and signed by authorized representatives, except project approvals and Change Orders may use another written approval method expressly authorized in the applicable SOW. Counterparts and recognized electronic signatures are enforceable as originals.

EXECUTION

SIGNATURES.

NEXUS INDUSTRIAL GROUP, LLC	CLIENT:
SIGNATURE	SIGNATURE
PRINTED NAME	PRINTED NAME
TITLE	TITLE
DATE	DATE