

NEXIS PRIME INC.

Incorporated under the Laws of the State of Wyoming

TERMS OF SERVICE

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Corporate Website:	https://nexis-prime.com

Welcome to the website of **Nexis Prime Inc.** ("Company", "we", "us", or "our"). These Terms of Service ("Terms") govern your access to and use of our website located at <https://nexis-prime.com> (the "Website"), as well as any services, digital products, engagement models, or outsourcing solutions provided by the Company (collectively, the "Services").

By accessing the Website or engaging our Services, you ("Client", "User", or "you") agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must immediately cease all use of the Website and Services.

1. DESCRIPTION OF SERVICES

Nexis Prime Inc. is a premier technology development and consulting corporation specializing in high-end software development, custom software engineering, Artificial Intelligence (AI) solutions, Large Language Model (LLM) fine-tuning, Retrieval-Augmented Generation (RAG) systems, data science, machine learning, and comprehensive cybersecurity auditing and advisory services. Our business model bridges strategic corporate management under US enterprise standards with top-tier engineering capacities based in Central Europe to provide maximum reliability, elite code quality, and optimal cost-efficiency.

2. ENGAGEMENT MODELS & CONTRACTUAL TERMS

We formalize our client collaborations through distinct engagement models designed to align with various project scales, backlog dynamics, and budgeting requirements. Each engagement requires an independent Master Services Agreement (MSA) or Statement of Work (SOW) executed formally by an authorized officer of Nexis Prime Inc. Our standard engagement options include:

- **Fixed Time / Fixed Price:** Tailored for projects with exhaustively defined scopes, requirements, and strict timelines. The Company assumes project delivery responsibility under a fixed financial allocation. Costs are non-negotiable once the SOW is authorized, providing full financial predictability.

- **Time & Material (Agile):** Optimized for dynamic product development where backlogs and system requirements evolve. The Client is billed transparently for the actual operational hours recorded by our dedicated engineering specialists.
- **IT Outsourcing & Dedicated Teams:** Provision of dedicated, senior-level development teams or specific technical specialists integrated into the Client's native workflows, software development lifecycles (SDLC), and communications infrastructure.

3. PAYMENT TERMS, FEES, AND CORPORATE INVOICING

All fees, commercial rates, billing frequencies, and milestone structures are explicitly documented in the respective project SOW or MSA. Unless specified otherwise in a signed contract:

1. Invoices are issued electronically by Nexis Prime Inc. and are payable in United States Dollars (USD) or Euros (EUR) as requested.
2. Standard payment terms are Net 14 days from the date of invoice issuance.
3. Payments must be remitted strictly via corporate wire transfer or authorized electronic clearing systems to the official corporate bank accounts of Nexis Prime Inc.
4. Late payments may be subject to a statutory interest charge of 1.5% per month or the maximum rate permitted by law, whichever is lower, alongside the suspension of active engineering operations.

4. INTELLECTUAL PROPERTY RIGHTS

Unless expressly articulated to the contrary in an authorized MSA, all proprietary software, source code, documentation, system architectures, and digital assets developed explicitly for a Client under a paid engagement shall remain the sole intellectual property of Nexis Prime Inc. until all outstanding invoices, project fees, and operational expenses related to that engagement are paid in full. Upon full satisfaction of payment obligations, ownership and title to the respective custom deliverables are automatically assigned and transferred to the Client, subject to any pre-existing core libraries, frameworks, or open-source components utilized during engineering.

All content present on this Website, including text, graphics, logos, branding elements, UI/UX layouts, and technical literature, is the exclusive property of Nexis Prime Inc. and is protected by United States and international copyright, trademark, and intellectual property laws.

5. INFORMATION SECURITY, CODE INTEGRITY, AND COMPLIANCE PARTNERING

Nexis Prime Inc. enforces strict "Security by Design" frameworks across all development workflows. We leverage advanced software engineering guidelines to assure secure SDLC adherence. To maintain absolute objectivity and global protection benchmarks, we coordinate compliance and security auditing through a specialized auditing firm possessing elite global credentials. Our engineering and secure delivery processes are designed to align with international regulatory and operational standards, including but not limited to CISA (ISACA), ISO/IEC 27001:2022 (Information Security Management Systems), ISO 22301:2019 (Business Continuity Management Systems), and European GDPR frameworks.

6. LIMITATION OF LIABILITY

In no event shall Nexis Prime Inc., its directors, officers, employees, or engineering partners be liable to any Client or third party for any indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to loss of profits, data corruption, operational downtime, system breaches, or business interruption, arising out of or in connection with the use of our Website or the delivery of our Services, regardless of the legal theory of liability, even if advised of the possibility of such damages.

The total cumulative liability of Nexis Prime Inc. for any direct claim arising out of an authorized service engagement shall be strictly limited to the actual aggregate amount paid by the Client to the Company for the specific milestone or service component directly causing the alleged damage during the three (3) month period immediately preceding the assertion of the claim.

7. INDEMNIFICATION

The Client agrees to defend, indemnify, and hold harmless Nexis Prime Inc. and its officers from and against any claims, damages, losses, liabilities, costs, and legal expenses arising from the Client's breach of these Terms, misuse of the delivered software solutions, or violation of any third-party intellectual property or privacy rights.

8. GOVERNING LAW AND EXCLUSIVE JURISDICTION

These Terms, along with any external engagement documentation and corporate service relationships, shall be governed by, interpreted, and enforced in accordance with the substantive laws of the **State of Wyoming, United States of America**, without giving effect to any principles of conflicts of law. Any legal action, suit, or proceeding arising out of or relating to these Terms or our operations must be instituted exclusively in the state or federal courts located in the State of Wyoming, and all parties hereby irrevocably submit to the personal jurisdiction of such courts.

9. SEVERABILITY & ENTIRE AGREEMENT

If any provision of these Terms is deemed unlawful, void, or unenforceable by a court of competent jurisdiction, that specific provision shall be severed without affecting the validity, legality, and enforceability of the remaining clauses. These Terms, combined with our Privacy Policy and any active corporate service contracts, constitute the entire legal agreement between you and Nexis Prime Inc.

10. CORPORATE CONTACT INFORMATION

For any inquiries, clarifications, notices, or formal requests regarding these Terms, please contact our corporate desk via:

Nexis Prime Inc.

Attn: Legal & Compliance Department

1309 Coffeen Avenue STE 1200, Sheridan, WY 82801, USA

Corporate Email: info@nexis-prime.com