

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") dated

BETWEEN:

"CLIENT"	"CONSULTANT" Rubi Works LLC 1321 Upland Dr. #18528 Houston, TX 77043 USA
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BACKGROUND:

- The Client is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide consulting services to the Client.
- The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- The Client hereby agrees to engage the Consultant to provide the Client with one or more of the following professional services (the "Services"):
 - **Data Automation:** Analyzing and implementing data automation solutions to streamline processes.
 - **Workflow Automation:** Designing and implementing workflow automation to improve efficiency.
 - **Business Intelligence:** Providing business intelligence solutions to enhance data-driven decision-making.
 - **Bespoke Software Development:** Developing custom software tailored to the Client's unique needs.
 - **Data Migration:** Assisting with the migration of data between systems, ensuring a smooth transition.
 - **Customization of Existing Software Systems:** Tailoring and customizing existing software systems utilized by the Client to align with specific business requirements.
 - **Custom Software Integration:** Integrating custom software solutions into the Client's existing IT infrastructure to enhance functionality and efficiency.
 - **Preconfigured Solutions (SaaS):** Some of our preconfigured solutions are provided as Software as a Service (SaaS).
 - **Software Implementation:** Deploying proprietary or third-party software systems including post-deployment **training and support**.
- **Additional Services:** The Services may encompass additional consulting tasks as mutually agreed upon by the Parties. Detailed descriptions of such additional services, along with estimates, quotations, and scopes of work, may be provided by the Consultant as needed.

Support Practices

- **Email Support:** The Consultant shall provide Email Support for all agreements and services. Clients may contact the Consultant's support team by sending an email to support@rubi.works. Additionally, the Consultant may provide access to a support/ticketing portal for submitting support requests. The Consultant reserves the right to update and change the support/ticketing portal as needed.
- **Phone Support:** Phone support may be available based on the specific Service Level Agreement (SLA) agreed upon with the Client. The availability and terms of phone support, including response times and hours of operation, will be detailed in the SLA (see below).

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Service Level Agreement (SLA)

- If the Parties agree that specific service levels, performance metrics, or guarantees are necessary for certain services provided under this Agreement, they may execute a separate Service Level Agreement (SLA) to define such terms in detail.
- The SLA will specify the agreed-upon service levels, response times, availability, uptime guarantees, and any other relevant performance criteria for the identified services.
- In the event of any conflict between the terms of this Agreement and the SLA for the specified services, the provisions of the SLA shall prevail.

Sub-Processors / Third Parties

- **Sub-Processors:** To support the delivery of our Services, the Consultant may engage and use third-party Sub-Processors.
- **Examples of Sub-Processors:** We may engage include, but are not limited to, cloud service providers (e.g., Amazon Web Services, Microsoft Azure), payment processors (e.g., PayPal, Stripe), communication tools (e.g., O365, Gmail, Slack, Twilio etc.), and analytics platforms.
- Before engaging any third-party Sub-Processors, we perform due diligence to evaluate their privacy, security, and confidentiality practices. We also execute agreements with them that implement their obligations.
- **Client Ownership of 3rd Party Services/Sub-Processors:** From time to time, the Client may express the desire to assume ownership and direct management of any third-party services or sub-processors integrated into our solutions or services. In such cases, the Client agrees to be solely responsible for maintaining the relationship, accounts, and any associated agreements with those third-party services. The Consultant shall provide reasonable assistance during the transition process, including necessary data transfers and cooperation, to facilitate the Client's direct engagement with those services.

Data Security and Privacy

- **Best Practices:** We are committed to implementing and maintaining data security and privacy best practices to safeguard all data and information entrusted to us under this Agreement.
- **Protected Health Information (PHI):** If the Services involve the processing, storage, or transmission of Protected Health Information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA), a separate Business Associate Agreement (BAA) will be executed to address the specific obligations and requirements related to PHI in compliance with applicable laws.
- **General Compliance:** Regardless of the presence of PHI, we shall take reasonable steps to ensure compliance with all applicable data protection and privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and other relevant laws, as appropriate.

Insurance

- **General Liability Insurance:** Consultant shall maintain, at its own expense, general liability insurance with a minimum coverage limit of two million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The Client may request proof of such insurance coverage upon reasonable notice.
- **Technology Errors and Omissions Insurance:** In addition to general liability insurance, Consultant shall maintain technology errors and omissions insurance (also known as professional liability insurance) with a minimum coverage limit of one million dollars (\$1,000,000) per claim.
- **Cybersecurity Insurance:** Consultant shall maintain cybersecurity insurance to cover data breaches, cyberattacks, and related incidents, with a minimum coverage limit of one million dollars (\$1,000,000) per occurrence.
- **Insurance Limits Adjustments:** The insurance coverage limits specified above may be adjusted from time to time at sole discretion of Consultant, based on changing business needs, regulatory requirements, or industry standards.
- **Insurance Certificates:** Upon request, Consultant shall provide the Client with certificates of insurance evidencing the coverage.

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Term of Agreement

- **Commencement:** This Agreement (the "Term") shall commence on the effective date and remain in full force and effect indefinitely unless terminated as provided herein.
- **Termination Notice:** Either Party wishing to terminate this Agreement must provide a written notice of termination to the other Party, with a minimum notice period of 15 days.
- **Breach Termination:** In the event of a material breach by either Party under this Agreement, the non-defaulting Party may terminate this Agreement immediately and seek indemnification for all reasonable damages from the defaulting Party.
- **Mutual Termination:** This Agreement may be terminated at any time by mutual agreement of the Parties.
- **Obligation Termination:** Except as otherwise specified in this Agreement, the obligations of the Consultant shall cease upon the termination of this Agreement.

Performance

- The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

- The Consultant will charge the Client for the Services as follows (the "Compensation Method"):
 - ⊆ **Billing Method:** The Compensation Method for each service, project, or request will be determined on a case-by-case basis and will depend on the scope and nature of the specific engagement. The Compensation Method may be one of the following:
 - i. **Time and Materials:** The Client will pay the Consultant based on the actual time and materials expended on the project, subject to the Consultant's standard hourly rates in effect at the time of service.
 - ii. **Project Estimates:** The Client will pay the Consultant based on estimates/quotations provided by the Consultant for the specific engagement. The estimates/quotations will include:
 1. Period of performance.
 2. Description of services to be provided by Consultant during the period of performance.
 3. Any additional payment terms or estimated expenses.
 - ⊆ **Hourly Rates:** For services billed under the "Time and Materials" Compensation Method, the Client acknowledges that the Consultant's standard hourly rates may be subject to adjustment from time to time to reflect market conditions. Consultant will provide the Client with a minimum of 30 days' written notice in advance of any changes to the hourly rates.
 - ⊆ **Currency:** Except as otherwise provided in this Agreement or accompanying quotation / estimate, all monetary amounts referred to in this Agreement are in USD (US Dollars).
- **SaaS / Support / Hosting / Additional Fees:** In addition to the Compensation Methods outlined above, the Consultant may also charge the Client for monthly Software as a Service (SaaS) fees, hosting fees, and/or ongoing support fees for specific services or systems provided under this Agreement. These fees will be determined on a case-by-case basis and will depend on the scope and nature of the specific engagement.
 - ⊆ The Consultant shall provide the Client with detailed quotations for such fees, specifying the following:
 - i. **Period of Service:** The duration for which the SaaS, hosting, or support services will be provided.
 - ii. **Description of Services:** A clear description of the SaaS, hosting, or support services to be rendered during the specified period.
 - iii. **Payment Terms:** Any additional payment terms or estimated expenses associated with these services.
 - ⊆ The Client acknowledges that the Consultant's standard rates for SaaS, hosting, and support services may be subject to adjustment from time to time to reflect market conditions. The Consultant agrees to provide the Client with a minimum of 30 days' written notice in advance of any changes to these fees.
- **Payment Terms:** Invoices are "Due on Receipt" for all issued invoices unless agreed upon in a separate addendum. Invoices submitted by the Consultant to the Client are payable via the Rubi Works billing portal, with payment

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options including Credit Card, ACH, Direct Debit, or Wire Transfer. Please note that Rubi Works does not accept payments by check.

- If the Client terminates this Agreement before the completion of Services, but where Services have already been partially performed, the Consultant shall be entitled to receive a pro-rata payment of Compensation up to the date of termination, provided there has been no breach of contract by the Consultant.

Reimbursement of Expenses

- The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
- All expenses must be pre-approved by the Client.

Confidentiality

- **Mutual Confidentiality:** Both Parties mutually agree to maintain the confidentiality of any non-public information ("Confidential Information") disclosed by either Party during the course of this Agreement. Confidential Information includes, but is not limited to, data, records, processes, and client information and that is not generally known in the industry of either Party and where the release of that Confidential Information could reasonably be expected to cause harm to either Party. Each Party shall take reasonable measures to protect the other Party's Confidential Information.
- **Obligations of Confidentiality:** The Consultant agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information obtained during this Agreement, except as authorized by the Client or as required by law. These obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- **Relationship with Existing Agreements:** This Agreement is intended to be complementary to, and shall not supersede or otherwise affect the rights and obligations of the Parties under any other Non-Disclosure Agreement (NDA) or separate confidentiality agreement previously executed between them. The terms of any such existing agreements shall continue to govern the Parties' obligations regarding confidentiality to the extent they are consistent with or more protective than the terms of this Agreement.

Intellectual Property

- **Each Party Retains Intellectual Property:** Each Party retains exclusive interest in and ownership of its Intellectual Property developed before this Agreement or outside the scope of this Agreement.
- **License to Client:** Consultant grants Client a non-exclusive, non-transferable, non-sublicensable, worldwide, and royalty-free license to use Consultant's pre-existing Intellectual Property solely for the purpose of providing the agreed-upon services / deliverables.
- **Developed Intellectual Property:** If any Intellectual Property is created under this Agreement, whether by one Party individually or jointly by both Parties, the Parties shall collaborate to execute a separate agreement defining ownership and any necessary licenses for the newly developed Intellectual Property.

Return of Property

- Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

- In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

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Notice

- Method of Communication: All notices, requests, demands, or other communications required or permitted by the terms of this Agreement must be in writing and can be delivered through:
 - ☞ Postal Mail: Deemed properly delivered two days after being deposited with the postal service if served by registered mail.
 - ☞ Overnight Courier: Considered delivered the following day after deposit.
 - ☞ Email: Deemed delivered when the sender's email system confirms transmission, or the next business day if sent after hours or on non-business days.
- Addresses for Communication: Communications should be sent to the Parties at the following addresses or email addresses:
 - ☞ Rubi Works LLC - 1321 Upland Dr. #18528 Houston, TX 77043 USA / [legal@rubi.works]
- Updating Contact Information: Parties may update their communication details by notifying the other Party, with changes effective upon receipt of such notice.

Indemnification

- Except for acts of gross negligence or willful misconduct, the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

- **Amendment Process:** This Agreement may be amended, modified, or supplemented only in writing and signed by both Parties. Any such amendment or addendum shall be referred to as an "Addendum" or "Amendment" hereinafter.
- **Addendum Details:** The Parties may, by mutual agreement, execute one or more Addenda or Amendments to this Agreement to address specific matters or changes to the Services, Compensation, or other terms. Each Addendum or Amendment shall specify the:
 - ☞ Title of the Addendum/Amendment
 - ☞ Effective Date
 - ☞ Nature and Purpose of the Addendum/Amendment

Time of the Essence

- Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

- The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

- It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

- This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

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Titles/Headings

- Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

- Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Dispute Resolution

- **Negotiation:** If a dispute arises between the Parties related to this Agreement, both Parties agree to first attempt to resolve the dispute amicably through negotiation. Either Party may initiate the negotiation process by providing written notice to the other Party, describing the nature of the dispute.
- **Extension:** The Parties may, by mutual written agreement, extend the negotiation period beyond 30 days if they believe additional time is necessary for resolution.
- **Mediation:** If negotiations do not result in a resolution within the specified time frame (including any agreed-upon extensions), the Parties agree to submit the dispute to mediation. Mediation shall be conducted by a mutually agreed-upon mediator, and the costs of mediation shall be shared equally by the Parties.
- **Arbitration:** If mediation does not lead to a resolution within the mediation period, any remaining disputes shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association (AAA) or another mutually agreed-upon arbitration organization.
- **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any legal action arising out of this Agreement shall be initiated in a federal or state court located within the State of Delaware, and the Parties consent to the exclusive jurisdiction and venue of such courts.

Severability

- In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

- The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

