PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") dated

Prior Services Agreement _____ (title and date, or None)

BETWEEN:

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

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.
- The Parties may authorize Services in writing through statements of work, accepted quotes or estimates, work orders, limited assessment authorizations or time and materials requests under this Agreement. These written authorizations are Project Documents and establish the scope, fees, schedule and any authorized access for the specified Services.

Support and Service Levels

- **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.

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- **Phone Support:** The Parties may agree to phone support and specific service levels in a separate service level agreement (SLA) for the applicable Services. The SLA states the agreed hours, response times, availability, uptime guarantees and other performance criteria.
- An SLA controls conflicting operational service levels for the specified Services. The Limitation of Liability section governs monetary remedies under the SLA, subject to any express written amendment under that section.

Sub-Processors / Third Parties

- **Subcontractors:** The Consultant may engage subcontractors to perform portions of the Services and remains responsible for their work under this Agreement.
- **Sub-Processors:** To support the delivery of our Services, the Consultant may engage and use third-party Sub-Processors.
- **Examples of Sub-Processors:** Cloud hosting, payment processing, communications and analytics providers.
- 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 require the Consultant to act as a business associate under HIPAA, the Parties will sign a separate Business Associate Agreement (BAA) before the Consultant accesses or handles protected health information. That agreement governs how the information is handled, returned, or destroyed.
- **General Compliance:** 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 general liability insurance at its own expense with stated limits of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate.
- **Technology Errors and Omissions Insurance:** Consultant shall maintain technology errors and omissions insurance with a stated limit of at least one million dollars ($1,000,000) per claim.
- **Cybersecurity Insurance:** Consultant shall maintain cyber, privacy and network security liability insurance with a stated limit of at least one million dollars ($1,000,000) per claim, subject to applicable policy terms, exclusions, retentions and sublimits.
- Consultant may meet the technology errors and omissions and cybersecurity requirements with a combined policy carrying a shared aggregate of at least one million dollars ($1,000,000). Coverage and available limits remain subject to policy terms. The insurance requirements and policy limits do not increase the contractual cap or create a separate indemnity or duty to defend.
- **Insurance Limits Adjustments:** Consultant may change insurers or policies, provided the required coverage and minimum limits remain in effect. Any reduction below those minimums requires a written amendment signed by both Parties.
- **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 begins on its effective date and continues until terminated under this section.
- **Termination Notice:** Either Party may terminate this Agreement by giving the other Party at least 15 days' written notice.
- **Breach Termination:** If either Party materially breaches this Agreement, the other Party may terminate it immediately and seek damages subject to the Limitation of Liability section.
- **Mutual Termination:** The Parties may agree to end this Agreement at any time.
- **Obligation Termination:** The Consultant's obligations end on termination except where this Agreement provides otherwise.

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 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.

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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:** Each Party will keep confidential the nonpublic information the other Party shares during this Agreement (Confidential Information). This includes data, records, processes and client information that is not generally known in either Party's industry and whose disclosure could reasonably be expected to harm either Party. Each Party will take reasonable steps to protect the other Party's Confidential Information.
- **Use and Disclosure:** The Consultant may use or disclose Confidential Information only as authorized by the Client or as required by law. These obligations continue indefinitely after this Agreement ends.
- **Existing Agreements:** Any earlier nondisclosure or confidentiality agreement between the Parties continues to govern their confidentiality obligations to the extent its terms are consistent with or more protective than this Agreement.

Intellectual Property

- **Existing Intellectual Property:** Each Party retains ownership of intellectual property it developed before this Agreement or outside its scope.
- **License to Client:** The Consultant grants the Client a worldwide, royalty-free, nonexclusive, nontransferable and nonsublicensable license to use the Consultant's pre-existing intellectual property solely to provide the agreed Services or deliverables.
- **New Intellectual Property:** If either Party creates intellectual property under this Agreement, alone or with the other Party, the Parties will work together to sign a separate agreement defining ownership and any necessary licenses.

Return of Property

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

Independent Contractor

- The Consultant provides Services as an independent contractor. This Agreement creates no employment, partnership or joint venture. The Consultant is responsible for its tax reporting and taxes on payments under this Agreement. The Client has no obligation to pay or contribute to the Consultant's taxes, insurance or employee benefits.

Notice

- Send written notices to the recipient’s designated notice email or mailing address. Email notice is deemed received on the next business day after sending, provided the sender has no indication that delivery failed. Notice sent by tracked courier is effective upon documented delivery.
- Addresses for Communication: Send communications to the addresses or email addresses listed below.
    - ⊄
    - ⊄ Rubi Works LLC - 1321 Upland Dr. #18528 Houston, TX 77043 USA / [legal@rubi.works]
- Updating Contact Information: Either Party may update its contact details by giving notice to the other Party. The update takes effect when received.

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Limitation of Liability

- **Project cap.** A Project is one engagement identified in one or more Project Documents, including approved changes and related T&M work. To the extent permitted by law, each Party's total monetary liability to the other for claims arising from a Project is capped at 100% of the service fees paid or payable for authorized work actually performed on that Project, excluding taxes, reimbursed expenses and third-party charges passed through at cost. There is no minimum cap. All claims for a Project, including claims after it ends, share one cap. Each Project's cap applies only to the portion of a claim attributable to that Project. Payments count toward the applicable cap. The Consultant, its personnel and subcontractors share the Consultant's cap.
- **Claims outside a Project.** Claims unrelated to any Project share one cap per 12-month period starting on the effective date or an anniversary. The cap equals the service fees paid or payable for authorized work actually performed under this Agreement during that period, with the same exclusions. Claims with a common cause use the period of the first underlying act, omission or event. New events after termination use the final period, which ends when this Agreement ends.
- **Scope and exceptions.** These limits apply to monetary claims between the Parties regardless of legal theory, including claims involving confidentiality, privacy, data security, indemnity and any applicable BAA. Recoverable settlements, reasonable legal costs and contractual reimbursements of incident costs count toward the applicable cap. The limits do not apply to fraud, willful misconduct, liability that cannot lawfully be limited or the Client's obligation to pay earned fees and approved expenses. Gross negligence is subject to the cap only where permitted by law. Mandatory legal duties, regulatory enforcement, nonparty rights and termination rights remain in effect.
- **Precedence and survival.** This section controls conflicting financial terms in this Agreement and related Project Documents, SLAs, NDAs, security schedules and any applicable BAA. A different cap requires a written amendment signed by both Parties that expressly identifies this section and the provisions being replaced. This section does not change accrued claims from earlier work. It survives completion and termination.

Indemnification

- Subject to the Limitation of Liability and to the extent permitted by law, each Party will indemnify and hold harmless the other Party and its directors, officers, employees, agents and permitted successors and assigns from third-party claims to the extent caused by the indemnifying Party's negligence, material breach of this Agreement or willful misconduct. This includes conduct by persons acting on its behalf in connection with the Services. Recoverable amounts include legally recoverable damages, judgments, approved settlements and reasonable external legal costs. Each Party remains responsible for losses it causes by its own wrongful conduct.
- The Party seeking indemnity will give reasonably prompt written notice, provide reasonable cooperation and let the indemnifying Party participate in the defense. A settlement for which indemnity is sought requires the indemnifying Party's prior written consent, which it may not unreasonably withhold. A Party's consent is required for any settlement that admits its fault or imposes obligations on it.
- The indemnifying Party has no separate duty to take over the defense or advance legal costs. Recoverable indemnity, settlements and legal costs count toward the applicable cap under Limitation of Liability. Direct claims between the Parties follow the ordinary remedies and limits of this Agreement. This section survives termination.

General Terms

- **Amendments:** Any change or addition to this Agreement must be in writing and signed by both Parties. The amendment must state its title, effective date and purpose.
- **Entire Agreement:** Any representation, warranty, collateral agreement or condition affecting this Agreement applies only if this Agreement expressly provides for it.
- **Prior Services Agreement:** This Agreement governs work first authorized on or after its Effective Date and supersedes the Prior Services Agreement identified above for that work. The prior agreement continues to govern work authorized before that date, including related fees, claims, and closeout, unless the parties expressly agree otherwise in a signed writing. Any separate NDA, BAA, SLA, or security addendum continues according to its terms unless expressly amended or replaced in a signed writing.
- **Performance:** Each Party will take the steps necessary to give effect to this Agreement.
- **Interpretation:** Headings are for reference only and do not affect interpretation. Singular and plural terms include each other, and gendered terms include all genders.

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- **Severability:** If any part of this Agreement is invalid or unenforceable, the rest remains in effect.
- **Waiver:** A Party's waiver of a breach, default, delay or omission does not waive any later breach, default, delay or omission.

Time of the Essence

- Time is of the essence under this Agreement. An extension or change does not waive this requirement.

Assignment and Successors

- The Consultant may assign or transfer its obligations, voluntarily or by operation of law, only with the Client's prior written consent. This Agreement binds and benefits each Party and its heirs, executors, administrators, permitted successors and assigns.

Dispute Resolution

- **Negotiation:** If a dispute arises out of or relates to this Agreement or any Project Document, either Party may give written notice describing the dispute in accordance with the Notice section. Representatives of both Parties with authority to settle the dispute will try in good faith to resolve it within 30 calendar days after receipt of the notice.
- **Mediation:** If the dispute remains unresolved after the negotiation period, either Party may request nonbinding mediation by written notice. The Parties will participate in good faith, jointly select a mediator, and share the mediator's fees equally. Either Party may file suit once the mediation ends without a settlement or 30 calendar days have passed since receipt of the mediation request, whichever comes first. The Parties may extend either period by mutual written agreement.
- **Governing Law and Venue:** Delaware law governs this Agreement and any dispute arising out of or relating to it or any Project Document. The Parties agree to the exclusive jurisdiction and venue of the state and federal courts in Delaware that have jurisdiction over the dispute. Either Party may file in those courts before completing negotiation or mediation to seek urgent temporary relief or preserve a filing deadline.

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The Parties sign this Agreement through their duly authorized officers.

Client	Consultant
Date:	**Date:**
By (name and title):	**By (name and title):**
Company:	**Rubi Works LLC**

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