

ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION AGREEMENT

PARTIES

This Robotic Process Automation (RPA) Solution Agreement ("Agreement") is entered into as of January 22, 2024 (the "Effective Date") by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Technology Park Drive, Austin, Texas 78758 ("Client")

AND

[VENDOR NAME], a [STATE] corporation with principal offices at [FULL ADDRESS]
("Provider")

RECITALS

WHEREAS, Client seeks to implement advanced robotic process automation solutions to enhance operational efficiency and digital transformation capabilities;

WHEREAS, Provider specializes in developing enterprise-grade RPA technologies and consulting services;

WHEREAS, the parties desire to establish the terms and conditions governing the provision of RPA solutions and related services;

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

1. DEFINITIONS

1 "RPA Solution" shall mean the proprietary software, implementation services, and automation workflows designed to streamline enterprise business processes.

2 "Deliverables" shall include all software, documentation, configuration scripts, process maps, and implementation materials provided by Provider.

3 "Customization Services" shall mean the specific configuration and adaptation of RPA Solution to

Client's unique operational requirements.

2. SCOPE OF SERVICES

1 Solution Deployment

Provider shall:

- a) Implement RPA Solution across specified business units
- b) Configure automation workflows for target processes
- c) Provide comprehensive system integration support
- d) Deliver training and knowledge transfer materials

2 Process Identification and Mapping

Provider will collaborate with Client to:

- a) Conduct comprehensive process assessment
- b) Identify automation opportunities
- c) Develop detailed process workflow documentation
- d) Recommend optimization strategies

3. LICENSING AND ACCESS

1 Software License

Provider grants Client a non-exclusive, perpetual license to use RPA Solution within Client's enterprise, limited to:

- a) Specified number of concurrent user licenses
- b) Deployment across approved business units
- c) Internal operational use only

2 Intellectual Property

- a) Provider retains all intellectual property rights to underlying RPA technology
- b) Client receives a fully paid, irrevocable usage license
- c) Client may not reverse engineer or redistribute solution components

4. IMPLEMENTATION TIMELINE

1 Project Phases

- Discovery and Assessment: 30 days
- Solution Design: 45 days
- Initial Implementation: 60 days
- Testing and Validation: 30 days
- Full Deployment: 90 days

2 Milestone Acceptance

Each project phase requires formal written acceptance by Client's designated project manager.

5. PRICING AND PAYMENT TERMS

1 Fee Structure

- Initial Implementation: \$175,000
- Annual Software License: \$85,000
- Customization Services: \$65,000/module
- Ongoing Support and Maintenance: \$24,000/year

2 Payment Schedule

- 30% upon contract execution
- 40% upon successful initial implementation
- 30% upon final system acceptance

6. WARRANTY AND PERFORMANCE

1 Performance Guarantees

Provider warrants RPA Solution will:

- a) Achieve minimum 85% process automation efficiency
- b) Maintain 99.5% system uptime
- c) Comply with industry security standards

2 Remediation

In event of performance failures, Provider shall:

- a) Provide root cause analysis within 5 business days
- b) Implement corrective measures at no additional cost

- c) Offer service credits for persistent issues

7. CONFIDENTIALITY

1 Mutual Protection

Both parties agree to:

- a) Protect confidential information
- b) Restrict access to authorized personnel
- c) Maintain strict data security protocols

2 Data Handling

Provider shall:

- a) Implement enterprise-grade encryption
- b) Comply with GDPR and CCPA regulations
- c) Provide annual security audit documentation

8. TERMINATION

1 Termination Rights

Either party may terminate for:

- a) Material breach with 30-day cure period
- b) Insolvency or bankruptcy
- c) Persistent performance failures

9. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[PROVIDER NAME]

By:

[Authorized Signatory]

[Title]