

ATTORNEY REVIEW DRAFT - NOT FOR EXECUTION. This template must be customized for the actual scope, price, and client, reviewed by Florida counsel, and sent through an approved electronic-signature service before either party relies on it.

Fixed-Price Project Services Agreement

This Agreement sets the general terms for a defined project. The signed Statement of Work below supplies the final deliverables, milestones, exclusions, price, and schedule.

Effective date	Date the last party signs: _____
Provider	RankCoreAI LLC
Provider address	19810 West Dixie Highway 7102, Miami, FL 33180
Provider notice email	support@rankcore.ai
Client legal name	_____
Client address	_____
Client notice email	_____

Template version: July 21, 2026. For business-to-business engagements only. A consumer transaction may have additional non-waivable rights and requires separate review.

Agreement Terms

1. Parties and Agreement Documents

This Fixed-Price Project Services Agreement (the **Agreement**) is between RankCoreAI LLC (**RankCore**) and the client identified above (**Client**). RankCore and Client are each a **Party** and together the **Parties**.

The complete contract consists of this Agreement, the signed Statement of Work (**SOW**), and signed change orders. If terms conflict, a later signed change order controls the SOW only for the stated change; the SOW controls business terms specific to the project; and this Agreement controls all other matters.

2. Scope and Deliverables

RankCore will perform only the services and provide only the deliverables expressly listed in the signed SOW. Any item not listed is excluded. Public website descriptions and starting prices are planning information and are not part of the scope unless repeated in the signed SOW.

RankCore may use qualified personnel and subcontractors while remaining responsible for its contractual obligations. Client will not direct the manner and means of performance except for agreed requirements, approvals, access, security rules, and deadlines.

3. Fees, Invoices, and Third-Party Costs

Client will pay the fixed fees and payment schedule in the SOW. Unless the SOW says otherwise, invoices are due within seven calendar days. Taxes, advertising spend, cloud usage, domains, phone or messaging usage, AI model usage, app-store fees, payment processing, software licenses, and vendor charges are separate unless expressly included.

RankCore will obtain Client's written approval before incurring a non-cancellable third-party cost that is not already authorized in the SOW. Overdue undisputed amounts may accrue interest at the lower of 1.0 percent per month or the maximum lawful rate. Client must raise a good-faith invoice dispute in writing within seven calendar days after receipt.

4. Changes to Scope

Either Party may request a change. RankCore is not required to begin changed or additional work until both Parties sign a change order describing the change, added or reduced fees, and schedule impact. Client requests, new integrations, extra pages or screens, added revisions, accelerated delivery, or changed dependencies may require a change order.

5. Client Responsibilities and Delay

Client will timely provide accurate content, credentials, decisions, access, legal notices, brand materials, and approvals; secure rights to all Client materials; maintain backups; and designate an authorized decision maker. Client will not provide credentials through an insecure channel or submit regulated or sensitive data unless the SOW expressly provides approved safeguards.

A Client or third-party delay extends affected dates by at least the length and impact of the delay. If work is blocked for more than fifteen calendar days, RankCore may reschedule resources and invoice completed work. Any restart fee must be stated in the SOW or a signed change order.

6. Review and Acceptance

Client will review each milestone promptly and provide one consolidated written response within five business days unless the SOW states another period. A deliverable is accepted when Client gives written acceptance, puts it into production, or uses it for its intended business purpose. Silence alone is not acceptance. RankCore will correct reproducible material nonconformities with the signed SOW that Client identifies during the review period.

7. Seven-Business-Day Cancellation Request

Client may cancel this Agreement by emailing a clear written notice to support@rankcore.ai no later than 11:59 p.m. Eastern Time on the seventh business day after both Parties sign. Business days exclude Saturdays, Sundays, and Florida legal holidays. RankCore will acknowledge receipt in writing.

If Client did not authorize RankCore to begin during this period and no work began, RankCore will return amounts paid within ten business days after the cancellation becomes effective. If Client expressly authorized an early start, RankCore may retain only documented fees earned for work actually performed through cancellation and approved non-cancellable third-party costs, and will return the remaining prepaid unearned amount. Any non-waivable statutory cancellation right controls if it provides greater protection.

8. Termination After the Cancellation Period

After Section 7 expires, Client may terminate for convenience on thirty calendar days' written notice. Client remains responsible for work completed and services performed through the effective termination date, completed milestones, work in progress reasonably measured against the SOW, and approved non-cancellable third-party costs. RankCore will return prepaid unearned fees after applying those amounts. Unearned fees are not automatically forfeited.

Either Party may terminate for a material breach not cured within ten business days after written notice. RankCore may suspend work for overdue undisputed amounts after five business days' written notice. Upon termination, each Party will return the other's property, and RankCore will provide paid-for work in its then-current state after payment of undisputed earned amounts.

9. Ownership and Licenses

After RankCore receives all amounts due for the applicable deliverable, RankCore assigns to Client the custom final deliverable expressly identified as transferred in the SOW. RankCore retains its pre-existing materials, reusable code, libraries, know-how, processes, prompts, templates, connectors, and generalized improvements (**Background Materials**). RankCore grants Client a perpetual, worldwide, non-exclusive license to embedded Background Materials only as needed to use the paid deliverable.

Third-party and open-source materials remain subject to their own licenses. Client owns Client materials and grants RankCore a limited license to use them to perform the project. RankCore may not publish Client-confidential work as a portfolio example without written permission.

10. Confidentiality and Data

Each Party will protect nonpublic business, technical, and customer information using reasonable care and use it only for this project. This duty does not cover information lawfully public, already known without restriction, independently developed, or rightfully received from another source. A Party compelled to disclose will give notice when lawful. The SOW must identify any personal, regulated, health, payment-card, biometric, or other sensitive data and any required data-processing terms before access is provided.

11. Platforms and Results

RankCore does not control AWS, Azure, Google, Meta, Twilio, Auth0, authID, app stores, payment processors, telecom carriers, AI model providers, or other third parties. Their approvals, availability, policies, usage fees, and decisions are outside RankCore's control. RankCore does not guarantee advertising results, rankings, sales, approvals, uninterrupted operation, or a particular business outcome.

12. Limited Warranty; Disclaimer

For thirty calendar days after acceptance, RankCore will use commercially reasonable efforts to correct reproducible material failures of custom work to conform to the signed SOW, provided Client reports them with enough detail and has not altered the work. Except for that express promise and to the maximum extent permitted by law, the services and deliverables are provided as-is and RankCore disclaims implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

13. Limitation of Liability

To the maximum extent permitted by law, neither Party is liable for indirect, incidental, special, exemplary, punitive, or consequential damages, or lost profits, revenue, goodwill, or data, arising from this Agreement. Except for payment obligations, confidentiality breaches, misuse of intellectual property, fraud, willful misconduct, or liability that cannot lawfully be limited, each Party's aggregate liability will not exceed fees paid or payable under the SOW during the six months before the event giving rise to the claim. Counsel should confirm this allocation for the specific service and risk profile.

14. Governing Law and Dispute Process

Florida law governs without regard to conflict-of-law rules. Before filing a claim, an executive of each Party will attempt in good faith for fifteen calendar days to resolve a written dispute notice. Subject to any mandatory law, state and federal courts located in Miami-Dade County, Florida have exclusive jurisdiction, and each Party consents to venue there. Either Party may seek urgent injunctive relief for unauthorized use or disclosure.

15. General Terms

The Parties are independent contractors. Neither may bind the other. Neither Party is liable for delay caused by events beyond reasonable control, except payment for completed work. Assignment requires written consent, except in a merger, reorganization, or sale of substantially all relevant assets. If a term is unenforceable, it will be narrowed to the minimum extent necessary and the remainder stays effective. A waiver must be written. This Agreement is the entire agreement on its subject and may be amended only in a writing signed by both Parties.

16. Notices and Electronic Signatures

Legal notices must be sent to the postal and email addresses above, with cancellation notices sent to support@rankcore.ai. Email notice is effective when sent without a delivery failure; a Party must update its notice address. The Parties consent to electronic records and signatures and agree they have the same force as originals. Each signer represents that the signer is authorized to bind the identified Party. Counterparts form one instrument.

Statement of Work

Complete every field or mark it not applicable. Attach additional pages if needed and identify them by title and date.

Service	
Tier	Solo / Professional / Agency / Custom
Project objective	
Deliverables	
Included revisions	
Exclusions	
Client dependencies	
Project start	
Target completion	
Fixed project fee	\$
Deposit	\$ Due:
Milestone payments	
Approved vendor costs	
Special terms	

Early-start authorization

Select one in the final agreement: [] Do not begin until the seven-business-day period ends. [] Client requests and authorizes RankCore to begin immediately and understands that documented earned fees and approved non-cancellable costs may be deducted if Client cancels during that period.

Signatures

The Parties agree to this Agreement and the completed Statement of Work. Final execution should occur through Adobe Acrobat Sign or another approved electronic-signature service that provides each Party a completed copy and audit trail.

RANKCOREAI LLC By: _____ Name: _____ Title: _____ Date: _____	CLIENT Legal name: _____ By: _____ Name and title: _____ Date: _____
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