

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.

Monthly Managed Services Agreement

This Agreement covers recurring managed, support, automation, marketing, cloud, and platform services. The Service Order below states the included work, setup fees, monthly fee, usage limits, and start date.

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 Monthly Managed Services Agreement (the **Agreement**) is between RankCoreAI LLC (**RankCore**) and the client identified above (**Client**). The contract consists of this Agreement, the signed Service Order, and signed change orders.

Public website descriptions and starting prices are planning information only. The signed Service Order controls the selected service, tier, included quantities, setup work, service levels, monthly fee, usage charges, and exclusions.

2. Services and Service Levels

RankCore will provide the recurring services in the Service Order using commercially reasonable care. Unless a specific written service level is included, support is provided during RankCore business hours and response times are targets, not guaranteed resolution times. RankCore may use qualified personnel and subcontractors while remaining responsible for its contractual obligations.

3. Setup, Monthly Fees, and Usage

Client will pay any setup fee and recurring monthly fee in the Service Order. Recurring fees are billed in advance and usage or approved pass-through charges may be billed in arrears. Unless the Service Order says otherwise, invoices are due within seven calendar days.

Advertising spend, cloud usage, phone or messaging minutes, AI tokens, domains, platform subscriptions, payment fees, taxes, and vendor charges are separate. RankCore will obtain written approval before incurring a non-cancellable third-party cost not already authorized. Overdue undisputed amounts may accrue interest at the lower of 1.0 percent per month or the maximum lawful rate.

4. Client Responsibilities

Client will provide accurate information, legal content, credentials, approvals, access, and a decision maker; maintain vendor accounts and required payment methods; secure rights to Client materials; comply with platform rules and applicable law; and maintain backups. Client will not submit sensitive or regulated data unless the Service Order expressly provides appropriate safeguards and any required data-processing terms.

5. Seven-Business-Day Cancellation Request

Client may cancel this Agreement by emailing 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 activation and no work began, RankCore will return amounts paid within ten business days. If Client expressly authorized immediate setup or activation, RankCore may retain only documented setup or service fees earned through cancellation and approved non-cancellable third-party costs, and will return the remaining prepaid unearned amount. Any non-waivable statutory right controls if it provides greater protection.

6. Monthly Term and Thirty-Day Cancellation Notice

After Section 5 expires, this Agreement continues month to month until either Party gives at least thirty calendar days' written cancellation notice. Client may cancel by emailing support@rankcore.ai. The effective termination date is the thirtieth calendar day after RankCore receives the notice, unless the Parties agree to a later date in writing.

Client remains responsible for the monthly fee, authorized usage, work performed, and approved non-cancellable third-party costs that accrue through the effective termination date. RankCore will not charge a new period that begins after that date and will return any prepaid unearned amount covering a later period. There is no automatic forfeiture of unearned fees. If the notice period crosses a billing date, RankCore may invoice the prorated portion through the effective termination date unless the Service Order clearly states another lawful billing treatment.

7. Suspension and Termination for Cause

Either Party may terminate for a material breach not cured within ten business days after written notice. RankCore may suspend affected services for overdue undisputed amounts, security risk, unlawful use, or a platform requirement after reasonable notice when practicable. Suspension does not excuse fees already earned or unavoidable vendor costs. RankCore will reasonably cooperate in transition after payment of undisputed amounts; added transition work may be billed at the rate in the Service Order.

8. Changes and Annual Review

Changes to included services, quantities, platforms, rates, or responsibilities require a signed Service Order or change order. RankCore may propose price changes with at least thirty calendar days' written notice, but a proposed increase is not effective unless Client accepts it in writing. If Client does not accept, either Party may end the Agreement under Section 6.

9. Ownership and Access

Client owns Client materials and Client accounts. After payment, Client owns custom deliverables expressly identified as transferred in the Service Order. RankCore retains its pre-existing materials, reusable code, automations, libraries, prompts, connectors, methods, templates, and generalized improvements (**Background Materials**) and grants Client a non-exclusive license to embedded Background Materials needed to use paid deliverables.

Third-party and open-source materials remain subject to their own licenses. Upon termination, RankCore will return or transfer Client-controlled credentials and paid-for deliverables in its possession using a reasonable secure method. Client is responsible for changing credentials and maintaining replacement services after transfer.

10. Confidentiality, Security, and Data

Each Party will protect nonpublic business, technical, account, and customer information using reasonable care and use it only for this engagement. RankCore will follow the specific security measures in the Service Order. No system is completely secure. The Service Order must identify personal, regulated, health, payment-card, biometric, or other sensitive data and any required data-processing agreement before RankCore receives access.

11. Platforms and Business Results

RankCore does not control AWS, Azure, Google, Meta, Twilio, Auth0, authID, telecom carriers, AI model providers, payment services, or other platforms. Their approvals, uptime, policies, pricing, usage measurements, and decisions are outside RankCore's control. RankCore does not guarantee rankings, leads, sales, call outcomes, platform approval, uninterrupted availability, or a particular financial result.

12. Limited Warranty; Disclaimer

RankCore will use commercially reasonable efforts to perform the signed services in a professional manner and correct a reproducible material failure to meet the Service Order if Client promptly reports it. To the maximum extent permitted by law, all other warranties are disclaimed, including implied warranties of 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. 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 applicable Service Order during the six months before the event giving rise to the claim. Counsel should confirm this allocation for the selected services.

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 mandatory law, state and federal courts 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 services already provided. 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 and cancellation 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. The Parties consent to electronic records and signatures and agree they have the same force as originals. Each signer represents authority to bind the identified Party. Counterparts form one instrument.

Service Order

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
Business objective	
Included services	
Included quantity or usage	
Support hours/response target	
Exclusions	
Client dependencies	
Setup start	
Recurring service start	
One-time setup fee	\$
Monthly recurring fee	\$
Usage or overage rates	
Approved vendor costs	
Special terms	

Immediate-activation authorization

Select one in the final agreement: ☐ Do not begin until the seven-business-day period ends. ☐ Client requests and authorizes immediate setup or activation 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 Service Order. 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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