SureSite Care Service Agreement

SureSite Care

A Division of Production Flow Systems LLC, doing business as Skin In The Game Coaches

Organized under the laws of the State of Texas

Principal Place of Business: 1278 Cabelas Drive Unit #417, Buda Texas 78610

Email: cliff@skininthegamecoaches.com

Phone: 214-636-3680

This Service Agreement (the "Agreement") is entered into as of **[Insert Date]** (the "Effective Date"), by and between:

SureSite Care, a division of **Production Flow Systems LLC**, a limited liability company organized and existing under the laws of the State of Texas, doing business as Skin In The Game Coaches, with its principal place of business at 1278 Cabelas Drive Unit #417, Buda Texas 78610 ("Service Provider" or "we"),

and

[Client Firm Name], a [professional corporation/limited liability company/partnership] organized and existing under the laws of the State of [Insert State], with its principal place of business at [Insert Address] ("Client" or "you").

Recitals

WHEREAS, Client is a law firm engaged in the practice of law in the United States and requires ongoing maintenance, security, and content management services for its professional website (the "Website");

WHEREAS, Service Provider, through its SureSite Care division, specializes in providing website maintenance and optimization services tailored to the needs of legal professionals, ensuring compliance with industry standards for security, performance, and content freshness;

WHEREAS, the parties desire to set forth the terms and conditions under which Service Provider will provide such services to Client;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Services

1.1 Description of Services

Service Provider shall provide the following services (the "Services") to Client in accordance with the selected plan outlined in Exhibit A (the "Plan"):

Basic Care Plan. Core Protections Include:

- Monthly updates to WordPress core, plugins, and themes
- Secure full-site backups stored in Google Drive
- Comprehensive security scans via Wordfence
- Performance evaluations using GTmetrix
- Functional testing of key pages, forms, and client interfaces
- Concise monthly PDF report

Growth Plan. Builds on Basic, Adding:

- One SEO-optimized blog post (600 words, professionally formatted)
- Image optimization for enhanced content
- Detailed report including content links and optimizations

Pro Plan. Extends Growth with:

- Additional content update (e.g., blog revision or page amendment)
- Advanced performance tuning (compression, caching, optimization)
- Comprehensive report summarizing enhancements

Services shall be performed remotely via secure access to Client's hosting environment. Content updates (e.g., new case studies, legal commentary, team bios) are typically completed within 24 hours of request.

1.2 Service Level Standards

Service Provider shall perform the Services in a professional and workmanlike manner, consistent with industry standards. Service Provider shall respond to any request within 1 business day, and the same day when the Website is down, barring force majeure. Scheduled downtime over 30 minutes will be communicated in advance.

1.3 Client Responsibilities

Client shall:

- provide timely access credentials and Website information;
- ensure Website compliance with applicable laws (e.g., CCPA, GDPR if applicable);
- review and approve all content before publication;
- respond promptly to Service Provider's reasonable requests.

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2. Term and Termination

2.1 Term

This Agreement commences on the Effective Date and continues on a month-to-month basis, automatically renewing unless terminated.

2.2 Termination

For Convenience: Either party may terminate with 30 days' written notice.

For Cause: Immediate termination upon material breach uncured within 15 days of notice.

Effect of Termination: Final backups and reports will be provided. Client pays all accrued fees. Surviving sections: 3, 4, 5, 7, 8, 9.

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3. Payment Terms

3.1 Fees

Client shall pay monthly fees via automatic recurring subscription through the Alpha Blossom checkout, charged each month on the day of signup and payable to Production Flow Systems LLC, as specified in Exhibit A:

Plan	Monthly Fee
Basic Care Plan	$79
Growth Plan	$149
Pro Plan	$229

3.2 Payment Schedule

Payments are charged each month on the day of signup. Late payments accrue interest at 1.5% per month or the maximum legal rate. Client authorizes recurring charges.

3.3 Taxes

Client is responsible for all applicable taxes (excluding taxes on Service Provider's net income).

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4. Confidentiality

Each party shall protect the other's Confidential Information (including Website credentials, client data, strategies) and not disclose it except as required to perform Services or with written consent. Obligation survives 3 years post-termination.

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5. Intellectual Property

5.1 Ownership

Client owns the Website and its content. Service Provider owns its tools and methodologies. Upon full payment, Client receives a perpetual, royalty-free license to use all created content.

5.2 No Infringement

Client warrants that provided materials do not infringe third-party rights. Service Provider is not liable for claims arising from Client content.

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6. Data Security and Compliance

Service Provider uses commercially reasonable security measures (encryption, secure backups). No access to attorney-client privileged data without explicit consent. Service Provider is not a HIPAA Business Associate unless a separate BAA is executed.

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7. Warranties and Disclaimers

7.1 Warranties

Service Provider warrants Services will be performed professionally and conform to Section 1. Client warrants authority to enter this Agreement.

7.2 Disclaimers

SERVICES PROVIDED "AS IS". NO WARRANTIES OF UNINTERRUPTED OPERATION OR PROTECTION FROM CYBERATTACKS.

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8. Limitation of Liability

NEITHER PARTY LIABLE FOR INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES. Service Provider's total liability capped at fees paid in the prior 12 months.

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9. Indemnification

Each party indemnifies the other against claims arising from breach, gross negligence, or willful misconduct, including reasonable attorneys' fees.

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10. Governing Law and Dispute Resolution

Governed by Texas law. Exclusive jurisdiction: state or federal courts in Travis County, Texas. Prevailing party recovers reasonable attorneys' fees.

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11. Miscellaneous

Entire Agreement: Includes Exhibit A; supersedes prior agreements.

Amendments: Must be written and signed.

Assignment: Not allowed without consent (except in merger/sale).

Force Majeure: No liability for acts of God, war, pandemics, etc.

Notices: Via email to cliff@skininthegamecoaches.com or certified mail to 1278 Cabelas Drive Unit #417, Buda Texas 78610.

Severability: Invalid provisions do not affect the rest.

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

SureSite Care
A Division of Production Flow Systems LLC, doing business as Skin In The Game Coaches

By: _____

Name: _____

Title: Manager

Date: _____

Client

By: _____

Name: _____

Title: _____

Date: _____

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Exhibit A: Selected Plan

☐ Basic Care Plan ☐ Growth Plan ☐ Pro Plan

Plan Contents

Basic Care Plan, $79 / month. Core Protections Include:

- Monthly updates to WordPress core, plugins, and themes
- Secure full-site backups stored in Google Drive
- Comprehensive security scans via Wordfence
- Performance evaluations using GTmetrix
- Functional testing of key pages, forms, and client interfaces
- Concise monthly PDF report

Growth Plan, $149 / month. Builds on Basic, Adding:

- One SEO-optimized blog post (600 words, professionally formatted)
- Image optimization for enhanced content
- Detailed report including content links and optimizations

Pro Plan, $229 / month. Extends Growth with:

- Additional content update (e.g., blog revision or page amendment)
- Advanced performance tuning (compression, caching, optimization)
- Comprehensive report summarizing enhancements

Monthly Fee: $[79 / 149 / 229]

Subscription Start Date: [Insert Date]

Alpha Blossom Subscription: Automatic recurring billing each month on the day of signup to Production Flow Systems LLC