

CTX WEBSITE PROS

CLIENT SERVICES AGREEMENT

Website design, digital services, and Google Workspace administration

PROVIDER	Manifesting Magic Holdings LLC d/b/a CTX Website Pros
CLIENT	
EFFECTIVE DATE	
PRIMARY CONTACT	hello@ctxwebpros.com (254) 800-2489
AGREEMENT STATUS	Complete only when a signed Statement of Work is attached

Plain-language purpose

This agreement establishes the ongoing business terms. Each project is activated by a signed Statement of Work identifying the selected package, deliverables, schedule, price, payment milestones, and included revisions.

How this agreement works

This Client Services Agreement (the “Agreement”) is between Manifesting Magic Holdings LLC, a Texas limited liability company doing business as CTX Website Pros (“Provider”), and the client identified on the cover and signature page (“Client”). The Agreement becomes effective on the date of the last signature.

DOCUMENT	WHAT IT CONTROLS	PRIORITY
Signed Statement of Work	Exact scope, dates, package, price, payment schedule, revisions, and selected add-ons	1
Google Workspace Schedule	Workspace setup and monthly administration terms when selected	2
Client Services Agreement	General legal, payment, ownership, and operating terms	3

Conflict rule

If documents conflict, the higher-priority document controls only for the conflicting item. An email or message changes the agreement only when both parties clearly approve it as a change order or amendment.

1. Services and scope

Provider will perform only the services listed in the signed Statement of Work (“SOW”). Examples may include website strategy, design, development, copy assistance, search-engine optimization setup, analytics configuration, forms, domain or DNS assistance, hosting coordination, payment integration, maintenance, and Google Workspace services.

Anything not expressly included is outside scope. Additional pages, features, integrations, copywriting, photography, custom software, data migration, accessibility certification, legal drafting, advertising, ongoing SEO, or third-party support require a written change order or separate SOW.

Provider may use qualified subcontractors while remaining responsible for the contracted work. Provider will not materially change the agreed customer-facing result without Client approval.

2. Client responsibilities

Client will provide accurate business information, lawful content, brand assets, credentials through a secure method, decisions, approvals, and one authorized point of contact. Client represents that it has permission to use all names, text, images, logos, data, and other materials it supplies.

Client is responsible for reviewing factual claims, prices, policies, product descriptions, regulatory statements, and legal notices before launch. Provider may supply practical templates, but does not provide legal, accounting, tax, accessibility-certification, or industry-compliance advice.

Client will maintain ownership and control of its domain registrar, hosting, payment processor, analytics, Google accounts, and other third-party accounts whenever the applicable provider permits. Client must maintain current recovery methods and protect its credentials.

3. Project schedule, access, and delays

Any schedule is based on timely Client cooperation and third-party availability. Client delays, missing content, access problems, review delays, DNS propagation, provider verification, or service outages may move the timeline without placing Provider in breach.

Unless the SOW states otherwise, Client should provide requested materials or feedback within five business days. If Client is unresponsive for fourteen calendar days, Provider may pause the project and revise the schedule. After thirty calendar days, Provider may close the project under Section 14 after written notice.

Provider will use reasonable care when working in Client systems. Client authorizes the access reasonably needed to perform the SOW and will promptly revoke access when no longer needed.

4. Fees, deposits, and payment

The SOW states the project fee and payment milestones. The \$199 Starter One-Page package is paid in full before work begins. Unless a different schedule is written in the SOW, larger projects begin with a 50% deposit and the balance is due before public launch or transfer of final deliverables.

Recurring services are billed in advance for each service period. Provider may use Stripe or another stated invoice method. Client must keep payment information current and is responsible for legally required taxes shown on an invoice, excluding taxes on Provider's income.

Provider may pause work, hosting coordination, or recurring services on invoices more than five calendar days overdue after written notice. Provider is not required to launch, transfer final files, or begin a new phase until the applicable payment is received.

Client may not initiate a chargeback for a good-faith billing dispute without first giving Provider written notice and a reasonable opportunity to review and correct the issue.

5. Revisions and change requests

The SOW states the included revision rounds. One revision round means one consolidated list of changes delivered by the Client contact after reviewing the relevant draft. Unused rounds do not convert to credits or future work.

A request is a change in scope when it adds pages, deliverables, functionality, integrations, audiences, products, or a substantially different design direction after approval. Provider will describe the added fee and schedule impact before performing chargeable change work.

Unless a different rate is stated in the SOW, approved out-of-scope work is billed at \$75 per hour in fifteen-minute increments or at a separately accepted fixed price.

6. Review, acceptance, and launch

Provider will identify review milestones. Client will report material errors in writing and with enough detail to reproduce or locate them. If Client does not report a material scope-related issue within five business days after a review request, the submitted milestone is considered accepted for purposes of moving to the next phase.

Public launch requires final payment, Client approval, required account access, and any third-party approvals. Provider may preserve a launch-preview safeguard when payments, contracts, reservations, ecommerce, or regulated functions are not operational.

For fourteen calendar days after launch, Provider will correct reproducible defects that prevent the delivered site from materially matching the SOW. This limited repair period excludes new content, new features, Client or third-party changes, plugin/platform updates, service outages, compromised credentials, or items outside scope.

7. Domains, hosting, and third-party services

Third-party products are governed by their own prices, terms, privacy practices, service levels, and availability. Examples include domain registrars, hosting platforms, Google, Stripe, email providers, plugins, stock media, and booking tools. Their fees are not included unless the SOW expressly says so.

Provider may configure third-party services but does not control their approval decisions, uptime, security incidents, policy changes, delivery, indexing, or future compatibility. Client authorizes Provider to accept routine technical configuration prompts on Client's behalf only as necessary to perform the SOW; Client remains the account owner and contracting customer of the third party.

If Provider purchases a domain, subscription, license, or asset specifically for Client, the SOW must state whether it will be transferred, renewed, reimbursed, or retained. Client is responsible for renewals after handoff unless recurring management expressly includes renewal administration.

8. Search, analytics, and marketing results

Provider will implement the SEO, structured data, sitemap, search-console, analytics, or local-profile tasks expressly listed in the SOW. Search engines and directories independently decide whether, when, and how a site or business appears.

Provider does not guarantee rankings, traffic, leads, sales, indexing time, Google Business Profile approval, or uninterrupted analytics. Client will not use fabricated reviews, misleading business information, keyword stuffing, or other practices that violate platform policies.

Analytics and advertising data may be affected by consent settings, browser privacy controls, blockers, platform changes, and user choices. Reports are operational estimates, not audited financial records.

9. Intellectual property and portfolio use

After full payment, Client owns the final custom website copy, graphics, and code created specifically for Client under the SOW, excluding Provider Tools and third-party materials. "Provider Tools" include pre-existing templates, utilities, methods, reusable components, know-how, and generic code that are not unique to Client. Provider retains Provider Tools and grants Client a perpetual, worldwide, nonexclusive license to use Provider Tools only as embedded in the paid deliverables.

Third-party themes, fonts, photographs, plugins, software, AI services, and platform components remain subject to their own licenses. Client receives only the rights those licenses permit.

Unless Client opts out in writing before launch, Provider may display Client's public name, logo, public website screenshots, and a factual description of the work in Provider's portfolio and proposals. Provider will not disclose Client confidential information or nonpublic performance data without permission.

10. Confidentiality, credentials, and data

Each party will protect the other party's nonpublic business, technical, customer, financial, and credential information using reasonable care and will use it only to perform or receive the services. This duty does not

cover information that is public through no breach, already lawfully known, independently developed, or lawfully received without confidentiality duties.

Client should not send passwords, recovery codes, payment-card data, or identity documents through ordinary email or website forms. Provider will prefer delegated access, named administrator accounts, and two-step verification. Provider may retain configuration notes and business contact details, but will not intentionally archive Client mailbox content unless the SOW expressly requires migration, backup, or investigation work.

Client must identify before work begins if the services will process regulated or unusually sensitive data, including protected health information, payment-card data, government identifiers, children's data, or data subject to a legal hold. A separate security, privacy, or data-processing agreement may be required.

11. Limited warranties and disclaimers

Provider warrants that it will perform the services in a professional and workmanlike manner consistent with the SOW. Client's exclusive remedy for a timely reported breach of this warranty is reasonable re-performance of the affected service.

Except for the express warranty above, the services and deliverables are provided "as is" to the maximum extent permitted by law. Provider disclaims implied warranties of merchantability, fitness for a particular purpose, noninfringement, and any warranty arising from course of dealing. Provider does not warrant third-party services or business outcomes.

12. Limitation of liability

To the maximum extent permitted by law, neither party is liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, or for lost profits, lost revenue, lost goodwill, or loss of data, even if advised those damages were possible.

Provider's total aggregate liability arising from a particular SOW will not exceed the fees Client actually paid Provider under that SOW during the six months before the event giving rise to the claim. This limit does not apply to liability that cannot legally be limited, or to a party's fraud, willful misconduct, confidentiality breach, or infringement or misuse of the other party's intellectual property.

13. Indemnification

Client will defend and indemnify Provider and its personnel from third-party claims, damages, penalties, and reasonable costs arising from Client-provided materials, Client's products or services, Client's unlawful or platform-violating conduct, or Client's material breach of this Agreement.

Provider will defend and indemnify Client from a third-party claim that Provider's original final deliverable, as delivered and used as authorized, directly infringes a United States copyright or trademark. This obligation does not apply to Client materials, Provider Tools, third-party materials, combinations not supplied by Provider, or modifications not made by Provider. The indemnified party must promptly notify the other and reasonably cooperate in the defense.

14. Suspension and termination

Either party may terminate an SOW for a material breach that remains uncured ten calendar days after written notice. Provider may suspend access or work immediately when reasonably necessary to protect security,

prevent unlawful activity, comply with a platform, or avoid material harm, and will notify Client as soon as practical.

Client may cancel a project in writing. Before work begins, Provider will refund amounts paid less nonrefundable payment-processing charges and committed third-party costs. After work begins, Client owes for work completed, approved work in progress, and noncancelable costs through the termination date; Provider will return any remaining unearned amount. A deposit becomes nonrefundable only to the extent it covers reserved capacity, work performed, or committed costs.

On termination, each party will return or securely destroy the other's confidential information when reasonably requested, subject to legal, backup, and recordkeeping requirements. Provider will provide paid-for work in its then-current state and reasonably cooperate with account handoff. Provisions that by their nature should survive will survive, including payment, ownership, confidentiality, disclaimers, liability limits, indemnification, and dispute terms.

15. General terms

The parties are independent contractors. Neither party may bind the other or create an employment, partnership, franchise, fiduciary, or agency relationship except for the limited technical authorization expressly stated in an SOW.

Neither party is liable for delay caused by events beyond reasonable control, including internet or utility failure, natural disaster, government action, labor disruption, widespread cyberattack, or third-party platform outage. Payment obligations for already completed work are not excused.

Texas law governs without regard to conflict-of-laws rules. The parties will first attempt in good faith to resolve a dispute through direct discussion. If unresolved, exclusive venue will lie in the state courts located in Bell County, Texas, or the federal court with jurisdiction over Bell County, and each party consents to that venue.

Notices must be sent by email to the addresses on the signature page or SOW and are effective when sent without a delivery-failure notice. Either party may update its notice address in writing.

This Agreement and its signed SOWs and schedules are the entire agreement about the services and replace prior discussions on the same subject. Amendments must be written and accepted by both parties. If a provision is unenforceable, it will be narrowed only as needed and the remainder will continue. A waiver once is not a continuing waiver. Neither party may assign this Agreement without consent, except to a successor in a merger, reorganization, or sale of substantially all relevant assets.

Electronic records, electronic signatures, and counterparts are permitted. A typed name, accepted electronic-signature workflow, or signed PDF intended to authenticate this Agreement has the same effect as an original signature to the extent permitted by law.

EXHIBIT A — STATEMENT OF WORK

Complete and sign this exhibit for each project. Blank items are not included unless added in writing. The Client Services Agreement is incorporated by reference.

CLIENT LEGAL NAME _____ _____	CLIENT CONTACT / TITLE _____ _____
CLIENT EMAIL _____ _____	CLIENT PHONE _____ _____
PROJECT / BUSINESS NAME _____ _____	PRIMARY DOMAIN _____ _____
TARGET START DATE _____ _____	TARGET LAUNCH DATE _____ _____
NOTICE EMAIL _____ _____	CONTACT-FORM DESTINATION _____ _____
PUBLIC BUSINESS PHONE _____ _____	PORTFOLIO OPT-OUT? ☐ Yes ☐ No

A1. Package and deliverables

SELECT	PACKAGE	PRICE	PAYMENT START
☐	Starter One-Page	\$199	Paid in full before work begins
☐	One-Page Plus	\$399	As stated below
☐	Five-Page Business	Starting at \$999	Normally 50% deposit
☐	Eight-Page Growth	Starting at \$1,499	Normally 50% deposit
☐	Custom / other	\$_____	As stated below

Included pages, features, integrations, and deliverables:

INCLUDED REVISION ROUNDS _____	HOSTING / PLATFORM _____
ANALYTICS INCLUDED? ☐ Yes ☐ No	SEARCH CONSOLE INCLUDED? ☐ Yes ☐ No

GOOGLE BUSINESS PROFILE HELP? [] Yes [] No	PAYMENT INTEGRATION? [] Yes [] No
MAINTENANCE AFTER LAUNCH? [] Separate plan [] None	OTHER ADD-ONS _____

A2. Fees and approvals

Total project fee	\$ _____
Deposit / first payment	\$ _____ due _____
Remaining balance	\$ _____ due _____
Approved hourly rate	\$75/hour in 15-minute increments unless otherwise stated
Recurring services	\$ _____ per _____

Provider may begin only after this SOW and the applicable first payment are received. Client authorizes additional work only through a written change order, accepted quote, or clear written approval identifying the work and price basis.

A3. Client approvals

- [] I reviewed the scope, exclusions, fees, payment milestones, and revision allowance.
- [] I will supply accurate content, access, approvals, and one decision-maker on time.
- [] I understand search rankings, third-party approvals, leads, and sales are not guaranteed.
- [] I authorize Provider to access the listed accounts only as needed to perform this SOW.

A4. SOW acceptance

By signing below, the parties activate this SOW and any Google Workspace selections recorded in Exhibit B. The Client Services Agreement remains in effect.

CLIENT SIGNATURE: _____	PROVIDER SIGNATURE: _____
PRINTED NAME: _____ DATE: _____	PRINTED NAME: _____ DATE: _____

EXHIBIT B — GOOGLE WORKSPACE SERVICES SCHEDULE

This schedule applies only when Google Workspace setup or management is selected in a signed SOW or below. It documents the separation between Google's subscription and CTX Website Pros' professional services.

Client ownership is mandatory

Client is the Google Workspace customer of record, owns its domain, organization, users, email, Drive files, and other Customer Data, controls the Google billing method, and retains at least one Client-controlled super-administrator account. CTX Website Pros receives delegated administrative access only to perform authorized work.

B1. Pricing and payment responsibility

ITEM	CTX FEE	BILLED BY	PAYMENT / NOTES
Workspace setup	\$199 one time	CTX Website Pros	Due before setup work begins
Workspace management	\$39 per month	CTX Website Pros	Billed in advance; includes up to 30 minutes of routine administration per Workspace organization per month
Additional approved work	\$75 per hour	CTX Website Pros	Fifteen-minute increments; requires Client approval before chargeable work begins
Google Workspace licenses	Google's then-current price	Google	Paid directly by Client; edition, users, commitment, taxes, upgrades, and price changes are Client's responsibility
Domains / add-ons / third parties	Provider's then-current price	Applicable provider	Paid directly by Client unless a signed SOW expressly states otherwise

CTX Website Pros' setup and management fees are professional-service fees, not Google license charges. Provider is not acting as a Google reseller unless a separate written SOW expressly identifies a reseller arrangement. Google may change editions, features, prices, taxes, commitment options, or terms. Client must review and accept Google's then-current order and terms in its own account.

SELECTED GOOGLE EDITION _____	NUMBER OF PAID USERS _____
GOOGLE RATE AT ACCEPTANCE \$_____/ user / month	GOOGLE COMMITMENT [] Flexible [] Annual [] Other
GOOGLE BILLING OWNER Client-controlled account: _____	SETUP SELECTED [] Yes — \$199 [] No
MANAGEMENT SELECTED [] Yes — \$39/month [] No	MANAGEMENT START DATE _____
CLIENT SUPER ADMIN _____	PROVIDER ADMIN ACCOUNT _____

B2. One-time setup — included work

- Confirm the Client-controlled Google Workspace organization and domain ownership path.

- Verify the Client domain and activate Gmail using the required DNS records.
- Configure or validate MX, SPF, DKIM, and an appropriate initial DMARC policy; DNS propagation and Google readiness can require additional time.
- Create the initial paid user account and reasonable customer-facing aliases listed in the SOW. An alias is not a separate mailbox or paid user unless Google treats it as one.
- Configure essential recovery and two-step-verification settings consistent with the selected edition and Client decisions.
- Perform a reasonable send-and-receive test and provide a concise administrator handoff.

B3. Monthly management — included work

The \$39 monthly plan includes up to 30 minutes of routine administration for one Client Workspace organization during each paid monthly period. Included time does not roll over, pool across organizations, or convert to cash or credits.

- Add, suspend, restore, or remove users and aliases when requested by an authorized Client contact.
- Routine password, recovery, and administrator-account assistance.
- Basic Gmail delivery troubleshooting and review of Workspace-related MX, SPF, DKIM, and DMARC settings.
- Routine security and billing-administration guidance available in the selected Google edition.
- Maintain Provider's named admin access and remove it promptly when management ends.

Provider will track time in reasonable increments. If a request is likely to exceed the included monthly time, Provider will seek Client approval for the expected additional work at \$75 per hour before continuing, except for a reasonable temporary security action needed to prevent imminent harm. Provider will document that action and notify Client promptly.

B4. Excluded or separately quoted work

- Google license charges, domain registration, Google Voice, third-party archiving, backup, security, migration, or compliance products.
- Mailbox or Drive migration, bulk imports or exports, complex routing, split delivery, identity federation, endpoint/device management, Vault, eDiscovery, legal holds, data-region design, or regulated-data compliance.
- Twenty-four-hour monitoring, guaranteed response times, emergency incident response, forensic investigation, employee training, or onsite support.
- Recovery where Google, a registrar, a prior administrator, or identity verification blocks access; Provider will assist reasonably but cannot override the platform.
- Review of email content, employee monitoring, or disclosure of user data unless Client gives specific lawful written authorization and the work is separately scoped.

B5. Administrator access and security

Client authorizes Provider to administer the Workspace organization only through a named account and only for the services selected. Client understands a Google administrator may be technically capable of changing user settings, resetting passwords, managing services, and accessing administrator-visible information. Provider will not inspect user content unless necessary for an authorized support request and permitted by law.

Client will keep at least one super-admin account under Client control, maintain accurate recovery methods, require appropriate two-step verification, promptly remove former workers, and report suspected compromise. Client will not require Provider to use a shared password or an unnamed general administrator login.

Provider will use reasonable least-privilege access. Super-admin access may be used when the requested configuration requires it and should be reduced or removed when no longer necessary. Access removal does not depend on payment of a disputed invoice.

Client is responsible for its internal security policies, employee access decisions, legal notices, retention duties, device security, backups or exports appropriate to its risk, and all use by its end users. Client must tell Provider before work if regulated data or a legal hold is involved.

B6. Google terms, service limits, and data

Client's use of Google Workspace is governed directly by Google's then-current agreement, acceptable-use rules, privacy terms, and service-specific terms. Client is responsible for accepting and complying with them. Google—not Provider—hosts and controls Workspace, determines features and availability, processes Customer Data under Google's terms, and handles platform-level outages and deletion schedules.

Reference links: [Google Workspace terms](#) | [Google Workspace pricing](#)

Provider does not guarantee Google uptime, delivery to every recipient, spam-folder placement, storage availability, recovery, or continued access to a particular feature. DNS propagation, provider verification, reputation, recipient systems, and Google policy may affect operation.

Client owns its Customer Data as between Client and Provider. Provider acquires no ownership interest in Client email or Drive data. Provider will avoid retaining mailbox content and will delete temporary exports or diagnostic copies when no longer reasonably required, subject to legal and backup limitations.

Client is responsible for retaining or exporting data appropriate to its needs. Unless a separate SOW includes backup or migration, Provider is not Client's records custodian and does not provide an independent backup of Google Workspace.

B7. Monthly renewal, cancellation, and handoff

The management plan renews month to month and is billed in advance until canceled in writing. A cancellation received before the next renewal stops the next charge. A cancellation received after a new monthly period begins takes effect at the end of that paid period; the current month is not prorated unless required by law.

At the end of management, Provider will stop administrative work, provide reasonably current configuration notes, and remove or help Client remove Provider's admin account and delegated access. Client must designate its continuing administrator and verify recovery access. Provider will not delete Client users or data merely because management ends.

Unused included minutes expire at the end of each paid period. Setup fees are handled under the project-cancellation terms in Section 14. Google licenses and third-party subscriptions continue until Client separately changes or cancels them with the applicable provider.

No hidden bundling

Canceling CTX Website Pros management does not cancel Google Workspace, and canceling Google Workspace does not automatically cancel an unpaid CTX invoice. The two charges are separate and must be managed separately.

SIGNATURES AND ACCEPTANCE

By signing, each person represents that they are authorized to bind the named party and that the party accepts this Agreement together with each attached or signed SOW and selected schedule. Electronic signatures and signed counterparts are accepted.

PROVIDER	CLIENT
Manifesting Magic Holdings LLC	Legal name: _____
d/b/a CTX Website Pros	Business / DBA: _____
By: _____	By: _____
Name: Michael Anthony Zambrano	Printed name: _____
Title: Managing Member / Authorized Representative	Title: _____
Date: _____	Date: _____
Notice email: hello@ctxwebpros.com	Notice email: _____

Before signing

Attach the applicable Statement of Work. If Google Workspace services are selected, complete the pricing and account-ownership fields in Exhibit B. Each party should keep a complete signed copy.

Agreement checklist

- ☐ Client Services Agreement completed and signed
- ☐ Statement of Work completed, including scope, price, revisions, and dates
- ☐ First payment or deposit received
- ☐ Google Workspace Schedule completed if setup or management is selected
- ☐ Client-controlled domain, billing, recovery, and administrator ownership confirmed