



ClearSKai

TECHNOLOGIES

Where the SKai isn't the limit, it's the starting point.

MSA

Build Agreement Master Services Agreement

Plain-English operating agreement for websites, funnels, AI systems, automations, marketing, hosting, maintenance, and final client handoff. Attorney review recommended before repeated commercial use.

PREPARED BY

Damien Willingham

Founder & Lead Engineer, ClearSkai Technologies

Damien@ClearSkaiTechnologies.com

(928) 710-3779

www.ClearSkaiTechnologies.com

PREPARED FOR

CLIENT NAME & COMPANY

PROJECT / BUILD NAME

CLIENT EMAIL



AGREEMENT SETUP

Parties, Project & Key Terms

Complete this page before work begins. Attach the signed Scope of Work and Payment Schedule.

CLIENT LEGAL NAME

CLIENT BILLING ADDRESS

CLIENT PHONE

EFFECTIVE DATE

ESTIMATED LAUNCH / HANDOFF DATE

TOTAL PROJECT PRICE

COMPANY / DBA

CLIENT EMAIL

PROJECT / BUILD NAME

ESTIMATED START DATE

SELECTED PACKAGE

DEPOSIT DUE

Document Order

This Master Services Agreement controls the business relationship. The signed Scope of Work, Payment Schedule / Split-Pay Agreement, Change Orders, third-party authorizations, and written approvals become part of this agreement when signed or accepted in writing.

Agreement Checklist



Scope of Work attached

Payment Schedule attached

Third-Party Authorization attached

Access Authorization attached

Asset Collection Checklist started

Client signature captured



TERMS

1. Services, Scope & Change Orders

ClearSkai builds the agreed system described in the signed Scope of Work.

1.1 Services Provided

ClearSkai Technologies may provide website design, web development, branding, logo support, copywriting, lead funnels, forms, dashboards, automations, analytics setup, CRM routing, AI-assisted workflows, hosting setup, domain routing, Google Business Profile support, ad setup, marketing services, maintenance, and related consulting as listed in the signed Scope of Work.

1.2 Final Scope Controls

The signed Scope of Work controls the exact pages, forms, automations, integrations, add-ons, timeline, revision rounds, included deliverables, and exclusions. Marketing packets, estimates, text messages, calls, and verbal discussions do not expand scope unless added in writing.

1.3 Change Orders

Requests outside the signed Scope of Work may require a written Change Order. ClearSkai may pause out-of-scope work until the Change Order is approved and any required payment is received.

1.4 Professional Judgment

ClearSkai may make reasonable design, layout, tooling, and technical decisions that support the approved strategy, security, performance, and user experience of the build.

1.5 No Guaranteed Results

ClearSkai builds the engine. Leads, rankings, revenue, ad performance, and sales results depend on market conditions, budget, response time, offer, pricing, reviews, client follow-through, and other factors outside ClearSkai control. No specific result is guaranteed unless stated in a signed guarantee.

Plain-English Rule

If it is not listed in the signed Scope of Work, approved Change Order, or written addendum, it is not automatically included.



TERMS

2. Payment, Split-Pay & Late Accounts

Payment timing should be made clear before build work begins.

2.1 Deposit and Payment Schedule

Client agrees to pay the project deposit and remaining balance according to the signed Payment Schedule / Split-Pay Agreement. Work may not begin until the initial invoice or deposit is paid unless ClearSkai agrees otherwise in writing.

2.2 Split-Pay Plans

Split-pay is a convenience offered by ClearSkai and does not change the total project price. Monthly payments, number of payments, due dates, failed payment terms, and account pause rules must be listed in the signed Payment Schedule.

2.3 Third-Party Costs

Domains, hosting providers, Google Workspace, Stripe, scheduling tools, SMS credits, email services, AI APIs, call tracking, ad spend, analytics tools, CRMs, app store fees, and similar services may be billed directly by the provider unless clearly included in the Scope of Work.

2.4 Payment Processing and Taxes

Sales tax, if applicable, and payment processing fees may be added at checkout or invoice. Listed prices are build/service prices unless otherwise stated.

2.5 Late Payments and Pauses

Invoices not paid within 60 days of the due date may incur a 5 percent late fee on the outstanding balance, applied once after the 60-day mark and monthly thereafter until resolved. ClearSkai may pause active work, support, hosting, marketing, maintenance, handoff, or account transfers until the account is current.

2.6 No Chargebacks Without Notice

Client agrees to first contact ClearSkai in writing and allow a reasonable opportunity to resolve any billing issue before initiating a payment dispute or chargeback.

Attorney Review Note

This agreement is a business template for ClearSkai operations and should be reviewed by an attorney before repeated commercial use.



TERMS

3. Client Responsibilities & Approvals

Projects move faster when access, content, and approvals are clean.

3.1 Client Materials

Client is responsible for providing accurate business information, logos, brand assets, photos, videos, service lists, service areas, licenses, testimonials, warranty information, pricing, offers, FAQs, and any required legal disclaimers.

3.2 Accuracy and Claims

Client is responsible for approving the accuracy of all business claims, licensing claims, insurance/bonding claims, pricing, service descriptions, results language, testimonials, and regulated industry statements before launch.

3.3 Access and Permissions

Client must provide timely access to accounts required for the build, including domain, DNS, hosting, Google tools, Meta Business Suite, CRM, Stripe, scheduling tools, website admin, and email/DNS records where applicable. Client agrees not to send passwords over text or email when a secure access method is available.

3.4 Review Windows

Client agrees to review design, copy, staging links, launch checklists, and handoff items within the timeline listed in the Scope of Work. Delayed feedback may delay the launch date.

3.5 Delays Caused by Client

ClearSkai is not responsible for delays caused by missing content, missing access, missed meetings, slow approvals, third-party platform issues, or client-requested changes.

3.6 Legal and Compliance Review

Client is responsible for having its own attorney, accountant, insurance provider, licensing board, or compliance professional review content where needed.



TERMS

4. Revisions, Warranty & Support

Separate included revisions, warranty fixes, and new work.

4.1 Included Revisions

Included revisions are listed in the signed Scope of Work. Revisions must be requested using the agreed process and within the review window.

4.2 Out-of-Scope Revisions

New pages, major layout changes after approval, added integrations, major copy rewrites, new automations, rush requests, or strategy changes may require a Change Order.

4.3 Design and Copy Approval

Once a design or copy milestone is approved, later major changes may require additional time, cost, and timeline adjustment.

4.4 Three-Month Build Warranty

For 90 days after handoff, ClearSkai will fix bugs ClearSkai shipped, including broken layouts, broken forms, broken links, or items that demonstrably do not work the way they were designed to work.

4.5 Warranty Exclusions

Warranty does not cover new features, content rewrites, client edits, third-party platform changes, provider outages, ad account issues, plugin changes, DNS issues caused by others, or problems introduced by another developer.

4.6 Support Requests

Post-launch support should be submitted through the ClearSkai support process or support request form so status, urgency, and billable/non-billable classification are clear.



TERMS

5. Ownership, Portfolio Use & Handoff

This section matches the no vendor lock-in promise after final payment clears.

5.1 Ownership Transfer After Final Payment

After final payment clears, client owns the final deliverables listed in the Scope of Work, including final website files/source code, repository access where applicable, approved brand assets, final copy, and project files created specifically for the client.

5.2 Limited License Before Final Payment

Before final payment clears, client receives only a limited review license to view and approve the work. Client may not copy, publish, transfer, reuse, or hire another party to continue unpaid work without written permission from ClearSkai.

5.3 Third-Party Platforms

Client ownership of third-party accounts depends on the third-party provider rules. ClearSkai will reasonably assist with transfer or access, but is not responsible for provider outages, denials, suspensions, identity verification, platform policy changes, or account ownership disputes.

5.4 Portfolio Use

Unless the client opts out in writing or a separate NDA controls, ClearSkai may reference the completed work in its portfolio, proposals, and marketing. Revenue, lead, ranking, or performance claims require separate client approval before publication.

5.5 Training and Handoff

Final handoff may include access confirmation, login transfer, repository transfer or access, brand file delivery, basic training, and a Final Handoff / Ownership Transfer Form documenting what was delivered.

No Vendor Lock-In Promise

After final payment clears and handoff is complete, the client should have access to the source code, domain, hosting, content, brand files, and required business accounts listed in the handoff form.



TERMS

6. Legal Terms, Termination & Disputes

Core protective language for business operations.

6.1 Confidentiality

Both parties agree to use reasonable care with non-public business information, logins, pricing, strategy, files, and customer data shared during the project.

6.2 Limitation of Liability

To the maximum extent allowed by law, ClearSkai will not be liable for lost profits, lost revenue, lost leads, platform downtime, ad account suspension, third-party provider failures, data loss caused by third parties, or indirect/consequential damages. ClearSkai total liability is limited to amounts paid by client to ClearSkai for the specific project or service giving rise to the claim.

6.3 Termination by Client

Client may terminate future work in writing. Amounts already earned, deposits designated non-refundable, third-party costs, completed milestones, and approved work remain payable. Unused non-deposit amounts may be handled according to the refund terms and payment schedule.

6.4 Termination by ClearSkai

ClearSkai may terminate or pause work for nonpayment, abusive communication, unsafe conduct, unlawful requests, repeated failure to provide required access/content, or requests that violate platform policies or law.

6.5 Dispute Resolution

The parties agree to first attempt a good-faith written resolution before filing a claim. If unresolved, disputes will be handled according to the governing law and venue listed below unless another written agreement controls.

6.6 Governing Law

This agreement is governed by the laws of the State of Arizona unless the parties agree otherwise in writing.

6.7 Entire Agreement

This agreement, the signed Scope of Work, Payment Schedule, Change Orders, and written attachments make up the full agreement between the parties and replace prior conflicting discussions or marketing materials.



AUTHORIZATION

Final Agreement Authorization

Client and ClearSkai confirm that they reviewed the agreement and attached documents.

GOVERNING LAW / STATE

VENUE / COUNTY

CLIENT NOTICE EMAIL

CLEARSKAI NOTICE EMAIL

SPECIAL TERMS / ADDENDA

Signatures

CLIENT / AUTHORIZED SIGNER

SIGNATURE / TYPED NAME

PRINTED NAME / TITLE

DATE

CLEARSKAI TECHNOLOGIES

SIGNATURE / TYPED NAME

PRINTED NAME / TITLE

DATE