



ONEPOINT
STRATEGIC V-CTO

V-CTO RETAINER SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made and entered into as of [Date] (the "Effective Date"), by and between:

OnePoint CTO ("Provider")

reno@onepointcto.com

AND

[Client Company Name] ("Client")

The Provider and the Client may be referred to individually as a "Party" and collectively as the "Parties."

1. Services Provided (The "V-CTO Retainer")

Provider agrees to deliver the following ongoing "Virtual CTO" services to the Client:

- **Strategic Leadership:**
- **Technical Roadmap:** Regular assessments of Client's technical stack to identify efficiencies and cost savings.
- **Vendor Management:** Acting as the primary technical liaison for third-party vendors (e.g., hosting providers, SaaS platforms).
- **Architecture Review:** Advising on scalability and security best practices for new initiatives.
- **Automation & AI Implementation:**
- **Workflow Optimization:** Maintenance and optimization of existing automations (e.g., Zapier, Make.com).
- **AI Integration:** Development and tuning of custom AI agents and chatbots to enhance business operations.
- **Monitoring:** Proactive monitoring of automated workflows to minimize downtime.

- **System Administration:**
- **Access Management:** Secure handling of credentials and user access across Client's platforms.
- **Security Audits:** Periodic reviews of 2FA implementation and data access controls.

2. Fees and Payment

- **Retainer Fee:** The Client agrees to a recurring monthly fee of **\$1,250.00**, billed in advance on the 1st of each month.
- **Included Hours:** This fee covers up to **twenty-five (25)** hours of dedicated service per month.
- **Overage:** Work requested beyond the included hours will be billed at a rate of **\$150.00/hour**, subject to prior Client approval.
- **Payment Terms:** Invoices are due within 15 days of receipt (Net 15).

3. Service Level Agreement (SLA)

- **Response Time:** Provider commits to acknowledging all Client support requests within **24 hours** during standard business days (Monday – Friday).
- **Emergency Support:** Critical system failures affecting revenue-generating operations will be prioritized for immediate attention.

4. Ownership and Rights

- **Provider Ownership:** To ensure the stability and security of the implemented systems, **Provider retains all right, title, and interest in and to:**
 - The website designs, source code, and underlying frameworks developed during the term.
 - The hosting environment and server configurations managed by the Provider.
 - The Provider's pre-existing code libraries, standard scripts, and general "know-how."
- **Client License:** Granting that the Client remains in good standing with monthly payments, Provider grants Client a non-exclusive, non-transferable license to use the website and implemented systems for its business operations.
- **Client Deliverables:** Client shall own all right, title, and interest in specific data deliverables, such as de-identified audit reports and specific business data processed by the systems.
- **Data Ownership:** Client retains full and exclusive ownership of all its customer data, proprietary business information, and pre-existing intellectual property.

5. Confidentiality

Provider agrees to hold all Client information—including system credentials, customer lists, and trade secrets—in strict confidence. Provider will not disclose such information to third parties without Client's prior written consent, except as required by law.

6. Term and Termination

- **Term:** This Agreement shall commence on the Effective Date and continue on a month-to-month basis.
- **Termination:** Either Party may terminate this Agreement with **30 days' written notice**.
- **Effect of Termination:** Upon termination, Provider will securely transfer all credentials and documentation to the Client. Client is responsible for payment of all Services performed up to the effective date of termination.

7. Limitation of Liability

Provider's liability under this Agreement shall be limited to the total fees paid by the Client during the three (3) months preceding the claim. In no event shall Provider be liable for any indirect, incidental, or consequential damages, including loss of profits or data.

AI Disclaimer: Client acknowledges that Services may involve AI technologies. Provider does not guarantee the accuracy of AI-generated outputs and advises human verification for critical decisions.

8. Independent Contractor

Provider is an independent contractor and not an employee, partner, or joint venturer of the Client.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OnePoint CTO

Signature: _____

Name: Reno Warner

Title: Founder / V-CTO

Date: _____

[Client Company Name]

Signature: _____

Name: _____

Title: _____

Date: _____