

Terms of Service

A: Services

1. **Services.** The Developer hereby agrees to the following Custom Marketing Strategy as stated above.

2. **Development.**

2.1 **Development Timeline.** The Developer shall have thirty (30) days after receipt of all requested Client Materials (the "Development Period") to provide the Services and furnish the Deliverables to the Client. The Parties expressly agree that the Development Period (i) may be extended by Developer as specified in Section 4 of this Agreement or Section 2.3 of the Terms of Service A or (ii) may be extended by a written addendum signed by both Parties. The Client understands and agrees that it is the Client's duty to ensure that the Developer has all requested Client Materials, and the Parties agree that the Development Period shall not commence until the Client has provided the Developer all requested Client Materials.

2.2 **Client Review.**

a. Following the Developer's completion of the monthly Services, but at least fourteen (14) days before the end of the next month, the Developer shall deliver to the Client, for the Client's inspection only, deliverable reports on all the Developer's progress (the "Development Progress").

b. Following the Developer's submission of monthly Deliverables to the Client, Client shall have ten (10) business days to approve the Deliverables or request changes. If no changes are requested within this period, the Client will be deemed to have approved the Deliverables and the Developer will publish them. Changes to Deliverables requested after this period will be billed as Major Changes in accordance with Section 7 of Terms of Service Part B.

c. Within seven (7) days after receiving the Development Progress, the Client may send Notice to the Developer of any desired changes (the "Client Review Period"). All changes requested by the Client shall be made in accordance with Section 2.3 of the Terms of Service A. If the Client does not notify the Developer within the Client Review Period, the Client will be deemed to have accepted the Development Progress. If the Client notifies the Developer that, in the Client's opinion, the Development Progress does not conform to the Services, the Client shall describe the reasons in sufficient detail for the Developer to correct these nonconformities. If any non-conformity resulted from the Developer not having

the necessary Client Materials or information from the Client, resulting changes will constitute Major Changes in accordance with Section 2.3 of the Terms of Service A.

d. After receiving Notice of the Client's desired changes, the Developer shall incorporate the changes in accordance with Section 2.3 of the Terms of Service A and again deliver the Development Progress in accordance with Section 2.2(a) of the Terms of Service A. The Client may send Notice to the Developer of any additional changes in accordance with Section 2.2(b) of the Terms of Service A. The Developer shall provide the Deliverables by the end of the Development Period unless the Client requests changes that will require the Developer to extend the Development Period. If the Client requests changes that will require the Developer to extend the Development Period, they will be considered Major Changes as defined in Section 2.3 of the Terms of Service A.

2.3 Client Changes. If the Client sends Notice of a change to the Development Progress, the Developer agrees to use commercially reasonable efforts to make two (2) Minor Changes at no cost. "Minor Changes" mean changes to the Development Progress that do not increase the Developer's cost or require extension of the Development Period. "Major Changes" mean changes that will require the Developer to incur additional costs or extend the Development Period. After completing two (2) Minor Changes, all additional changes shall be Major Changes. Any Major Changes requested by the Client will be billed at the Developer's standard applicable hourly rate. The Developer may extend the Development Period by a length of time it determines will be necessary to incorporate any changes the Client requests.

3. Expenses Not Included in the Services. All expenses, including domain name purchasing and hosting fees, will be paid directly by the Client or invoiced to Client as expenses incurred by the Developer.

B: Payment & Fees

1. Compensation.

Any additional time, outside the scope of this project, will be communicated with Client and billed accordingly.

Initial Payments. Initial payments to establish the project start date; 50% of the website build, 50% of the app build, 50% of the logo creation, first payment of professional photography, 100% of the SEO tool kit, 100% of the monthly service setup fees. The remaining payments are due upon deliverables or 90 days after initial contract signing, whichever comes first.

Monthly Payments. All remaining monthly payments are due via ACH on the 1st or 15th of each month. Monthly payments begin when:

- Monthly Website/App payment plan - month two
- Social Media Management - once monthly strategy is established
- Ad Budgets - determined the month prior
- SEO - once the website is live or monthly strategy is established
- Website/App Hosting - once project is live

2. **Expenses.** The Client agrees to pay the Developer for all out-of-pocket expenses incurred by the Developer in connection with the performance of the Services.

3. **Invoices.** Except for amounts owed to the Developer pursuant to Section 1(b) of the Terms of Service B., the Developer will issue an ACH collection schedule to the Client for the fees that are then payable, together with the aforementioned expenses incurred.

Alternative payment methods and associated fees may be acceptable on a case-by-case basis and at the sole discretion of the Developer. The Client shall pay all invoiced amounts due to the Developer within fourteen (14) days after the Client's receipt of such invoice (the "Payment Date").

By choosing to pay Developer by ACH, Client agrees to execute this transaction electronically and authorize Quickbooks Financial or its nominee, to electronically debit the bank account that Client has specified in the Payment Details section of The Service Agreement to make the payment set forth above.

Client agrees and acknowledges that (1) Client will be responsible for the payment if the electronic debit fails due to insufficient funds in the specified bank account or for any other reason; (2) Developer can stop processing debits at any time upon adequate notice to Client and Client will make payments directly; and (3) Client has received a copy of this authorization.

The Client agrees that Developer may cancel this ACH authorization if two or more debit entries are returned unpaid or uncollected or if any single debit is returned for an administrative reason such as a closed account or an invalid or unlocated account number.

Client is responsible for sufficient funds and may be subject to additional fees or charges if the payment is returned.

4. **Invoice Disputes.** The Client Shall send Notice to the Developer of any dispute with an ACH collection or invoiced payments within seven (7) days of the Client's receipt of such invoice. The Client will be

deemed to have no disputes with all invoices for which the Developer does not receive a timely Notice of dispute and shall pay all undisputed amounts.

5. **Taxes.** All expenses payable by the Client under this Agreement are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on such amounts. The Client shall be responsible for any taxes applicable to the Services provided to the Client.

6. **Noncommunication Fee.** If the Client fails to respond to the Developer within the Client Response Period, the Client shall pay an additional delay fee of fifteen (\$15) dollars per day (the "Delay Fee") until the Client responds with accurate and complete information. The Delay Fee shall become due and payable upon the Client being invoiced a Delay Fee by the Developer under Section 3 of the Terms of Service B.

7. **Change Fee.** All Major Changes shall be billed at the Developer's hourly rate of one hundred (\$100) dollars per occurrence during office hours and two hundred and fifty (\$250) dollars per occurrence for off hours, weekends, and holidays for a Major Change. The Change Fee shall become due and payable upon the Client being invoiced a Change Fee by the Developer under Section 3 of this the Terms of Service B. Office hours, Monday-Friday 8:00am – 5:00pm CST. Off hours; Monday-Friday 5:01pm-7:59am CST, Saturday and Sunday, and all federally observed holidays.

8. **Liquidated Damages.** The Parties agree that calculating the sum needed to reasonably compensate the Developer for its uncompensated work is difficult and uncertain. Therefore, as liquidated damages (and not a penalty), the Parties agree that the Developer shall be entitled to the following sums in the event of termination of the Agreement pursuant to Section 9:

- a. If termination is between one (1) and thirty (30) days after the Effective Date: fifty percent (50%) of the Fees.
- b. If termination is between thirty-one (31) and sixty (60) days after the Effective Date: seventy-five percent (75%) of the Fees.
- c. If termination is sixty-one or more days after the Effective Date: ninety percent (90%) of the Fees.

Notwithstanding the foregoing, if the Development Period is less than ninety (90) days, the Client shall pay (i) fifty percent (50%) of the Fees if termination occurs within the first third (1/3) of the Development Period. (ii) seventy-five percent (75%) of the Fees if termination occurs more than one-third (1/3) into the Development Period but less than two-thirds (2/3), and (iii) ninety percent (90%) of the Fees if termination occurs within the final third of the Development Period, The Client's payments for liquidated damages shall be adjusted for any payments

already received by the Developer.

9. **Late Payments.** Except for ACH collection or invoiced payments that the Client has disputed in accordance with Section 4 above, the Client shall pay interest of 5%, or the maximum amount permitted by law if less than 5%, on all payments made later than the Payment Date. All payments later than the Payment Date shall have interest compounded every thirty (30) days at the rate of 5%, or the maximum amount permitted by law if less than 5%.

10. **Payment in Full.** Payment to the Developer of all fees and expenses set forth in this Schedule shall constitute payment in full.

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