



## **WEB DEVELOPMENT AGREEMENT**

This Web Development Agreement (this "Agreement") is made effective as of DATE OF AGREEMENT, by and between Client and Rainman Creative, LLC. DBA Rainman Digital, of 16126 Via Shavano, San Antonio, Texas 78249. In this Agreement, the party who is contracting to receive the services shall be referred to as "Client" and the party who will be providing the services shall be referred to as "Rainman Digital".

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, Client and Rainman Digital agree as follows:

**WEBSITE DEVELOPMENT PAYMENT OBLIGATIONS.** A 50% down payment is required to begin website development unless special arrangements between Rainman Digital and Client apply. The project's remaining balance will be paid off in installments unless special arrangements between Rainman Digital and Client apply. There are no refunds once Client has given form of payment. By giving Rainman Creative, LLC form of payment, Client consents authorization to debit bank account or credit card account for digital marketing services and is responsible for full payment.

**FEES.** The fees for the Services and any additional products or Services provided hereunder shall be specified in the Design & Development Agreement or Order Form (the "Fees"). Unless otherwise specified in the Order Form, the Fees will be charged on a monthly basis and shall be due in the month following the month such Fees were incurred. Any additional charges, including set-up, implementation, and other one-time Fees, shall be due on the date that Client signs the Order Form. All Fees due under this Agreement and in the Order Form are in United States Dollar.

Rainman Digital reserves the right to modify the Fees at any time upon notice (provided that prior notice will not be required if pricing increases are due to domestic rate changes or other events beyond Rainman Digital's control). Such changes or modifications may be provided by an email message to Client or in such other communication forms as may be designated by Rainman Digital from time to time.

Client agrees to provide Rainman Digital with a valid credit card number or checking account number, unless otherwise designated in the relevant Order Form, to which Rainman Digital will automatically charge all Fees as they become due. Client is solely responsible for keeping Client's contact and payment information current. Client hereby authorizes Rainman Digital to continue billing the payment method on file, unless and until Client cancels its subscription to the Services.

If payment by Client's credit card or other payment method is denied, or Client otherwise fails to make any payments owing to Rainman Digital, Rainman Digital may, at its sole discretion, suspend or terminate Client's access to the Services and/or terminate this Agreement. Interest charges of 1% per month (or the highest rate permitted by law if lower than 1% per month) calculated daily and compounded monthly will apply to any unpaid balance that is more than thirty (30) days overdue. Client shall reimburse Rainman Digital for all reasonable costs incurred by Rainman Digital in collecting any late payments or interest, including attorney's fees, court costs, and collection agency fees.

Rainman Digital reserves the right to impose a reconnection fee in the event Client's requests to resume access to the Services after a previous termination of access.

**ALL FEES ASSOCIATED WITH THE SERVICES ARE NON-REFUNDABLE.**

**LICENSE GRANT AND RESTRICTIONS.** The license granted under this Agreement does not permit Client to store, copy, reproduce, republish, modify, upload, post, translate, scrape, rent, lease, loan, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reverse assemble, decipher or otherwise distribute in any way the Services other than as specifically permitted in this Agreement. Except as expressly permitted in this Agreement, Client is prohibited from (a) selling, assigning, sublicensing, granting a security interest in, or otherwise attempting to transfer any right in the Services; (b) creating derivative works based on; (c) commercially exploiting the Services in any manner, in whole or in part; and (d) reverse engineering the Services in order to (i) build a competing product or service, (ii) build a product using similar ideas, features, functions or graphics as the Services, or (iii) copy any ideas, features, functions, or graphics of the Services. Rainman Digital reserves all rights not expressly granted to Client hereunder.

**THIRD-PARTY SERVICES AND WEBSITES.** The Services may include third-party software, services, and websites (collectively, "Third-Party Sites and Services"), which may require Client to enter into separate subscription or licensing agreements with certain third-party providers. Customer acknowledges and agrees, upon request, to execute and comply with any agreements that may be required for the use of such Third-Party Sites and Services.

The Services may require Client to provide access to or login information for Third-Party Sites and Services. By providing access to and/or login information for Third-Party Sites and Services, Client acknowledges and agrees that Client (a) has read all licenses and written agreements governing such access and/or

login information; and (b) has all the necessary contractual and legal rights to provide such access and/or login information. Third-Party Sites and Services may be subject to the applicable third-party provider's terms of service and other policies. Client is solely responsible for reviewing and complying with any such terms of service and/or policies.

Rainman Digital will not be responsible for any loss or damage incurred as a result of Client's use of Third-Party Sites and Services, regardless of whether Rainman Digital directed Client to such third-party software and services. References made by Rainman Digital to Third-Party Sites and Services shall not be construed as Rainman Digital's approval or endorsement of such Third-Party Sites and Service.

**CONFIDENTIALITY.** Unless expressly authorized in writing by the other party, neither party shall disclose to any third party any Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. "Confidential Information" means any non-public information and/or materials provided by a party under this Agreement to the other party and reasonably understood to be confidential.

**COPYRIGHT.** The Client retains the copyright to data, files, and graphic logos provided by the Client and grants Rainman Digital the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. If Client leaves Rainman Digital, Rainman Digital retains rights to all data, files, and graphic logos provided by Rainman Digital.

**INTELLECTUAL PROPERTY.** Client agrees that the Website Content Services contain proprietary information and material that is owned by Rainman Digital and is protected by applicable intellectual property and other laws, including but not limited to copyright. Client agrees that they will not use such proprietary information or materials in any way whatsoever except for the use of the Website Content Services in compliance with this Agreement. No portion of the Website Content Services may be reproduced in any form or by any means, except as expressly permitted by this Agreement. Client agrees not to modify, rent, loan, sell, or distribute the content in any manner, and they shall not exploit the Website Content Services in any manner not expressly authorized.

**PROPRIETARY SOFTWARE.** Rainman Digital grants the right to access and use the service via Rainman Digital Inventory Management System Dashboard, with roles available to the Client to view, add, edit, and disable inventory. This right is non-transferable, non-exclusive, and limited by the subject to this agreement. Client acknowledges and agrees that: A) The level of access to the relevant organization and service is controlled by Rainman Digital and may be

revoked or changed at the company's discretion at any time B) In the case of disputes between Rainman Digital and the Client regarding access to the service, Rainman Digital shall decide what – if any – access the Client will continue to have C) Rainman Digital will not be held liable for any error(s) resulting from incorrect, irreversible data entry by the Client.

**DOMAIN PURCHASES/RENEWALS.** Rainman Digital may purchase domain names on behalf of the Client, in which case they will be renewed on an annual basis, and Rainman Creative, LLC. will invoice the Client.

**WEB BROWSERS.** Rainman Digital makes every effort to ensure that websites are designed to be viewed by the majority of users. Client agrees that Rainman Digital cannot guarantee correct functionality with all browser software across different operating systems.

**HOSTED WEBSITES.** If the Services include domain registration, Client agrees to the terms of any third-party company's Domain Name Service Agreement, which is hereby incorporated by this reference.

Client acknowledges and agrees that Rainman Digital has the right to place disclaimers, the Rainman Digital name, logo, and hyperlink in the Hosted Site's footer. Client further acknowledges and agrees to grant Rainman Digital with access to Client's domain registrar in order for Rainman Digital to update Domain Name System records. Client's failure to provide such access may prevent or delay Client's website from becoming operational. Rainman Digital will not be responsible for any loss or damage incurred as a result of Client's failure to provide such access.

#### **ADDITIONAL TERMS FOR SPECIFIC SERVICES**

**TRIAL SERVICES.** If the Client registers for a trial use of the Services (a "Trial Period"), the Client must decide to purchase the Services within the Trial Period in order to retain any content that the Client has posted or uploaded during the Trial Period. If the Client does not purchase the Services by the end of the Trial Period, any applicable content will no longer be available for use under these Terms and Conditions.

**WEBSITE CANCELLATION/TERMINATION.** Termination of services by the Client must be requested in a written notice 30 days prior to bill date. Cancellation notices may be emailed to [billing@rainman.com](mailto:billing@rainman.com). If Client cancels, there are 30 days to request data. After 30 days, we will no longer keep Client's data backed up.

Once Client has given Rainman Digital form of payment (by phone, verbal, or electronic exchange), Client consents authorization to debit bank account or

credit card account for digital marketing services & is responsible for full payment. No refunds will be given.

**PRIVACY POLICY.** Use of the Services is subject to our Privacy Policy, as updated from time to time. By using the Services, Client agrees to the terms of our Privacy Policy, which is hereby incorporated by this reference.