

*PLEASE READ THIS AGREEMENT BEFORE USING PrimeScheduling SaaS powered by Delcomps LLC.. BY ACCESSING OR USING PrimeScheduling SaaS OFFERING, YOU ("the client") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICES. IF THE PARTIES HAVE A FULLY EXECUTED AGREEMENT THAT EXPRESSLY GOVERNS ORDERS FOR PrimeScheduling's SOFTWARE AS A SERVICE AGREEMENT, SUCH AGREEMENT SHALL SUPERSEDE THIS AGREEMENT. This Software as a Service Agreement ("Agreement") is entered into between client and DelComps LLC. a Delaware corporation ("DelComps"). DelComps LLC and client agree that the following terms and conditions will apply to the services provided under this Agreement and Orders placed thereunder.*

THIS AGREEMENT ("Agreement") is made and entered into by and between the client  
and DEICOMPS LLC., a Delaware  
corporation, whose address is PO BOX 501 Nassau, DE 19969

WHEREAS, client requires services of a Web-based  
scheduling, dispatch and tracking management system; and

WHEREAS, a Web-based scheduling and dispatch management system will provide eliminating paper documents, provide a central work space that will allow all members of a project team or department to collaborate seamlessly, upload WorkOrders to the platform, sort according to different criteria, schedule Work Orders to trucks, and dispatch scheduled Work Orders to respective trucks, track Work Orders progress in real-time , deliver projects more quickly and cost-effectively, and will record, track and report the status of Work Orders during the day while Work Orders are being executed by installers at project sites. Also the platform will provide reporting features for daily progress, on truck basis, and on installer basis.

#### SAAS Services:

1. During the subscription term, client will receive a nonexclusive, non assignable, royalty free, worldwide right to access and use the SaaS services of PrimeScheduling powered by Delcomps LLC, solely for your internal business operations subject to the terms of this agreement and up to the number of users documented in the agreement.
2. client acknowledges that this Agreement is a services agreement, and Delcomps LLC will not be delivering copies of the software to the client as part of the SaaS Services.
3. client shall not, directly, indirectly, alone, or with another party (i) copy, disassemble, reverse engineer, or decompile the System; (ii) modify, create, derivative works based upon, or translate the System; (iii) use or access the SaaS services of PrimeScheduling to provide service bureau, time-sharing or other computer hosting services to third-parties; (iv) modify or create derivative works based upon the SaaS services or a documentation, (v) remove, modify, or obscure any trademark or any other proprietary notices contained in the software used to provide the SaaS

service or in the documentation; (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the software used to provide the SaaS services; (vii) access the SaaS services or use documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, DelComps LLC shall own all rights, title, and interests in and to the PrimeScheduling SaaS software, services, documentation, and other deliverables provided under this SaaS agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. client agrees to assign all right, title, and interest it may have in the foregoing to Delcomps LLC.

4. If the client fails to perform or observe any material or condition of this section, and failure continues unremediated for seven ( 7) after receipt of a written notice, DelComps LLC may terminate this agreement, or at its option terminate or suspend services with or without any notice
5. For the “document management system” portion of the SAAS, which is summarized by the ability for the SAAS to push files from the web-based portion of the application, and save them in designated folder paths on the local (on Premises) storage space provided by the client; this portion of the service requires the setup of a secure file transfer medium between SAAS and the existing client’s local storage unit ( virtual environment and/or physical environment). Delcomps LLC will provide this medium of secure file transfer to the best of knowledge and standards, but will not be responsible in any sort or means for the traffic and or data that get transmitted via this medium between the SAAS application and the client’s local storage unit. Any changes or alteration to the data being transferred in the secure medium is not the responsibility of Delcomps LLC, and shall be indemnified no matter what the situation is from any consequences. DelComps LLC is not liable for any sort of changes, alterations, damage, data loss, or data breach which occurs on the client’s side.

#### Warranties and Service Level Agreement SLA:

- 1) DelComps LLC, represents and warrants that it will provide PrimeScheduling SaaS in a professional manner consistent with general industry standards and that the SaaS service will perform substantially in accordance with documentation.
- 2) DelComps LLC guarantees that PrimeScheduling SaaS will be accessible to client’s authorized users 99.5% of the time in any given calendar month, excluding Maintenance Windows. Notwithstanding the foregoing, DelComps LLC does not guarantee network availability between client and the PrimeScheduling hosting servers, as such availability can involve numerous third parties and is beyond the control of DelComps LLC. DelComps LLC will not be liable for any downtime caused in whole or part by a third party, or any downtime caused by the client or client’s users’ own network connectivity issues. If client experiences a SaaS outage, and is unable to access PrimeScheduling service, client must immediately contact DelComps LLC, providing any/all necessary information that may assist DelComps LLC in determining the cause of the outage. DelComps LLC will determine in good faith whether the outage was within DelComps LLC reasonable control. If Delcompsllc determines that a timely reported outage was attributable to DelComps LLC, then DelComps LLC will credit client 1 –day service fees for every 2

hours of downtime client experienced, up to half of that month's service fees. This will be client's sole remedy, and Delcomps LLC sole liability, for Delcomps LLC 's failure to provide the guaranteed availability set forth in this section.

- 3) If for any unforeseen reason or factor, Delcomps LLC decides to stop offering PrimeScheduling SaaS, Delcomps LLC will notify the client 30 days prior to the cutoff date, and if the client is willing to keep using PrimeScheduling as not a SaaS hosted service, then arrangements will be made on individual cases with clients, and any incurred additional cost will be the total responsibility of the client. DelComps LLC is not responsible and is indemnified of any loss, damage or any liability whatsoever that will occur.

#### Privacy Terms:

- 1) No Sensitive Data; client responsibilities. client acknowledges that the SaaS is not intended for use with protected health information under HIPAA, credit card numbers, financial account numbers, or other similarly-sensitive personal information, and that the client assumes all risk arising from use of any such sensitive information with the SaaS, including the risk of any inadvertent disclosure or unauthorized access thereto. client is responsible for that the client and client's users' use of the application is in compliance with all applicable laws and governmental regulations and client acknowledges that client assumes all risk arising from any such use that is not compliant with the applicable laws and regulations.
- 2) Each of the Parties agrees not to disclose to any third party the terms of this agreement, including the pricing, without the prior written consent of the other party hereto.
- 3) If the client fails to perform or observe any material or condition of this section, and failure continues unremediated for seven ( 7) after receipt of a written notice, DelComps LLC may terminate this agreement, or at its option terminate or suspend services with or without any notice

#### Billing and Payment:

- 1) client shall pay Delcomps LLC the monthly subscription fee in the amount and for the duration the client has entered and agreed to pursuant to the sign up page for this agreement. Subscription fees are on a monthly basis per user license. These monthly subscription fees are due by the beginning of each month no later than day 5 of that month.
- 2) client shall pay the one time upfront price of the customized modules (admin, scheduler/production, warehouse, and trucking) before the client can start using the SaaS platform which will deliver the service as per the client's requirements.
- 3) The amount of subscription fee and upfront fee for the customization of modules does not include any taxes. Client is responsible for any and all applicable taxes.
- 4) If the client fails to perform or observe any material or condition of this section, and failure continues unremediated for seven (7) days after receipt of a written notice, DelComps LLC may

terminate this agreement, or at its option terminate or suspend services with or without any notice.

Term:

The Term of this agreement shall commence on the effective Date and shall continue until terminated as provided herein. The Term of this agreement consists of 3 parts:

- 1) The upfront payment for the customized modules (admin, scheduler/production, warehouse, and Trucker) after having the client agrees that the modules have been developed as per his requirements, which are attached to this agreement.
- 2) The Monthly subscription fee (per user per month) as per the categorization of users with the respective % percentage of full user categorization.
  - i) Admin is full user
  - ii) Scheduler/ production is full user
  - iii) Warehouse is ½ of full user
  - iv) Installer/ trucker is ½ of full user
- 3) Yearly Maintenance fee that will cover the updates to the platform to keep it compliant with industry standards. Yearly Maintenance fee is 20% of the total project invoiced cost.