



SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this “**Agreement**”) is entered into and effective as of _____ (the “**Effective Date**”) (the “**Effective Date**”), by and between SPConnect, LLC, a Virginia limited liability company (“**SPConnect**”) and the party signing this Agreement as SPConnect’s customer (the “**Customer**”). SPConnect and Customer may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

Background

- A. SPConnect has developed a proprietary, software-as-a-service-based software solution known as “**SPConnect**” that SPConnect licenses to its HVAC contractor customers (the “**Software**”). The Software is described in detail on Attachment A.
- B. Customer would like to subscribe for a license to use the Software and procure certain Services from SPConnect for use in Customer’s HVAC business.
- C. This Agreement contains the terms and conditions governing Customer’s subscription license to the Software and procurement of certain Services from SPConnect.

In consideration of the rights and benefits that they will each receive under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. DEFINITIONS.

“**SPConnect**” is the proprietary and confidential browser-based web platform and Mobile application of SPConnect.

“**Derivative Works**” means any suggestions, contributions, enhancements, improvements, additions, modifications, or derivative works to the referenced software or other materials.

“**Designated Users**” means Customer’s authorized users of the Services, up to the number of users designated in the Catalog.

“**Documentation**” means the user documentation and any other operating, training, and reference manuals relating to the use of the Software and the Services, as supplied by SPConnect to Customer, as well as any Derivative Works thereof.

“**Intellectual Property Rights**” or “**Intellectual Property**” means (a) patents, patent applications and patent disclosures and any and all reissues, continuations, continuations-in-part, divisionals, extensions, requests for continued examinations, continued prosecution applications and reexaminations and all inventions and designs and all improvements and enhancements to them, whether or not patentable and whether or not reduced to practice; (b) registered and unregistered trademarks, service marks, certification marks, trade dress, logos, trade names, corporate names, business and product names, Internet domain names and Internet protocol addresses, together with all translations, adaptations,



derivations and combinations and all associated goodwill and all applications, registrations and renewals in Connection with any of the foregoing and all common law rights relating to any of the foregoing; (c) Trade Secrets, industrial rights and know-how; (d) registered and unregistered works of authorship, copyright rights related thereto, industrial designs and industrial models and all applications, registrations and renewals in Connection therewith; and (e) computer software (including data and related documentation); and (f) any individual and personal rights (such as privacy rights) and any property or proprietary rights that are not otherwise included in clauses (a) through (e).

“**SPConnect Server**” means the hardware platform or network system owned or operated by, or on behalf of, SPConnect where the Software resides and is accessed by SPConnect customers via an internet Connection to the server using an approved Web browser.

“**Services**” means all licenses, services and deliverables provided by SPConnect under this Agreement including, without limitation, the license to the Software and the right to receive Support Services and/or Additional Services.

“**Trade Secrets**” shall have the meaning given by Virginia law.

2. LICENSE TO SOFTWARE

(a) Software. During the Term and subject to Customer’s compliance with this Agreement, SPConnect grants Customer a non-exclusive, nontransferable, non-assignable, and limited right and license to allow its Designated Users to access the Software via the internet, which is located on the SPConnect web and mobile application, in accordance with the terms of this Agreement. Customer may use the Software solely for Customer’s internal business uses.

(b) Support Services. SPConnect will provide customer care and support services to Customer as described in Attachment B (“Support Services”).

(c) SPConnect Web and Mobile. In Connection with providing the Services, SPConnect will provide Customer a password (the “**Password**”) that will enable Customer to access the SPConnect Portal during the Term. Customer acknowledges and agrees that the Password and all of the material contained on the SPConnect web and mobile application are deemed to be Confidential Information (as defined in the SPConnect Privacy Policy) and are governed by the provisions of the SPConnect Privacy Policy. Under no circumstances shall Customer provide the Password or access to the SPConnect Portal to anyone other than the Designated Users of Customer. Designated Users will be set up and determined during implementation and any changes must be approved by SPConnect in its sole discretion. Customer is fully responsible for all activities that occur using the Password. Customer acknowledges and agrees that SPConnect will not be liable for any loss that Customer may incur as a result of someone else using a Password, either with or without the knowledge of Customer.

(d) Additional Services. Customer may request in writing that SPConnect provide professional services in addition to the Software license and Support Services (the “**Additional Services**”). If SPConnect agrees to provide the requested Additional Services to Customer, then SPConnect shall send a written notice to Customer, including the fixed price of the Additional Services or the method for calculating such price. Customer shall notify SPConnect in writing whether it accepts such price or method (the “**Additional Compensation**”). Thereafter, the Additional Services shall be deemed to be a part of the



Services. Except as otherwise agreed upon between the Parties in writing, the Additional Services shall be subject to the terms and conditions of this Agreement.

(f) User Manuals and Videos. In Connection with providing the Services, SPConnect may make various user manuals, videos and other Documentation available to Customer on the SPConnect web or mobile application or otherwise through the Services. Customer acknowledges that the manuals and videos are an integral part of the Services and are necessary for the proper enjoyment of the Services. The manuals and videos are the Confidential Information of SPConnect. Customer shall ensure that all authorized users of the Services are aware of the manuals and videos and have access to them. In addition, Customer shall advise each user of the manuals and videos that: (i) the manuals and videos are the Confidential Information of SPConnect and are subject to the restrictions of the SPConnect Privacy Policy; and (ii) distributing (during or after the term of this Agreement) or retaining a copy of the manuals and videos following the termination of this Agreement is prohibited by law and constitutes an infringement the copyright of SPConnect.

3. TERM. The initial term of Customer's license to the Software will be commence on the Effective Date and will end one year after the Effective Date, unless terminated before that date in accordance with this Agreement. The initial term of this Agreement shall automatically renew until either Party notifies the other Party in writing, at least sixty (60) days in advance. The entire period of time during which Customer is licensed to use the Software under this Agreement is referred to as the "**Term.**"

4. FEES, EXPENSES, PAYMENT TERMS.

(a) The subscription fee for license of the Software (the "**Subscription Fee**"), the fees for Support Services (the "**Support Service Fees**"), the fees for Additional Services (the "**Additional Service Fees**") and any other fees and charges under this Agreement are outlined on Attachment C (collectively, the "**Service Fees**"). If this Agreement automatically renews for one or more successive terms, as described in Section 3, then the Service Fees are subject to increase or decrease as specified by SPConnect at least fifteen (15) days prior to the beginning of the renewal term although the increase in aggregate Service Fees shall not exceed five percent (5%) from one term to the next.

(b) Customer shall pay all local, state, and federal taxes (but excluding taxes imposed on the income of SPConnect) that are levied or imposed by reason of the transactions contemplated in this Agreement including, but not limited to, state and local sales, use, or excise taxes, and any taxes or amounts in lieu thereof paid or payable by SPConnect in respect of the foregoing (collectively, "**Taxes**"). If the Parties agree that any person or entity other than SPConnect will remit any of the Taxes to the proper authority, then Customer shall reimburse SPConnect for any such Taxes, and any interest or penalties associated therewith, that SPConnect is required to pay.

(c) SPConnect shall provide Customer with itemized statements of the amounts due to SPConnect pursuant to this Agreement. Such invoices will be due and payable to SPConnect within thirty (30) days after the invoice date. Customer shall neither make nor assert any right of deduction or set-off from any such invoice. If Customer fails to pay any amount when due and payable, and such amount remains outstanding for thirty (30) days after such due date, then Customer shall pay all costs of collection (including reasonable legal fees and expenses) and shall pay interest on such unpaid amount at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less.

5. PROPRIETARY RIGHTS. All Intellectual Property Rights in and to the Software, SPConnect web and mobile application, Documentation, and all other products and services of SPConnect and, except for the Customer Data (defined below), any other information, data, software, technology or materials provided by or on behalf of SPConnect (and all Derivative Works in the just-described items) (collectively, the “**SPConnect Property**”) shall belong to SPConnect. Notwithstanding the foregoing, any information or data generated by Customer through use of the Software (“**Customer Data**”) shall be owned by Customer. Upon any termination of Customer’s subscription, Customer shall be entitled to a copy of all Customer Data, if any, then on the SPConnect web application by way of a CSV download. Customer agrees not to upload any personally identifiable information or data about an individual (as such term is defined by applicable data privacy laws, “**Personal Data**”) onto the SPConnect web application. Without SPConnect’s prior written permission, Customer shall not upload or store any Personal Data on the SPConnect web application. Customer’s right to access the Software is solely by way of a license and no ownership interest is conveyed to Customer. Customer agrees to abide by all applicable Intellectual Property laws in Connection with the rights and licenses granted to it under this Agreement. Customer acknowledges that the Software source code constitutes the Confidential Information, Trade Secrets and copyrighted material of SPConnect and that the source code is not licensed to Customer by this Agreement and will not be provided by SPConnect. No right or implied license or right of any kind is granted to Customer regarding the Services, including, but not limited to, any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer the Software or the Documentation thereof, or any portions thereof, or obtain possession of any source code or other technical material relating to the Software. Customer further agrees not to (a) lease, license, sell, sublicense or otherwise transfer its access to or use of the Software Services, (b) provide any third party with access to the Services, or (c) use the Services for the benefit of a third party. The Software may only be used by Customer and its Designated Users. In addition, Customer agrees not to modify the Software, create Derivative Works or attempt to decipher, decompile, disassemble or reverse engineer the Software.

6. WARRANTIES OF SPConnect.

(a) Warranty of Services. SPConnect represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision of SaaS based services and that the Services will perform in conformity, in all material aspects, with any descriptions in this Agreement or the Documentation. If the warranty set forth in this Section 6(a) is breached during the term of this Agreement, then the sole obligation of SPConnect with respect to such a breach will be to remedy the breach within thirty (30) days after receiving written notice of the breach that specifies the nature of the breach.

(b) Warranty Limitations. The warranties in this Section 6 shall end on any expiration or termination of the Term. No representation or other affirmation of fact, including but not limited to statements regarding functionality, capacity, suitability, or performance of the Services, whether made by employees of SPConnect or otherwise, that is not contained in this Agreement, shall be deemed to be a warranty by SPConnect for any purpose, or give rise to any liability of SPConnect whatsoever.

(c) Disclaimer of Warranty. EXCEPT AS STATED IN THIS SECTION 6, THE SERVICES ARE PROVIDED “AS IS,” AND SPCONNECT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE, DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PERFORMED BY SPCONNECT PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING,



COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND SPCONNECT HEREBY DISCLAIMS ANY SUCH WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPCONNECT MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THAT ANY OF THE SERVICES WILL BE ERROR-FREE OR THAT THE USE THEREOF WILL BE UNINTERRUPTED. SPCONNECT SHALL HAVE NO RESPONSIBILITY FOR ANY DECISIONS THAT CUSTOMER MAKES IN THE OPERATION OF CUSTOMER'S BUSINESS WITH RESPECT TO THE SERVICES, OR WITH RESPECT TO CUSTOMER'S USE OF SYSTEMS THAT ARE AVAILABLE AS A RESULT OF THE SERVICES.

7. OBLIGATIONS, WARRANTIES AND COVENANTS OF CUSTOMER.

(a) Technical Requirements. Customer must have required equipment, software, and Internet access to be able to use the Software. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. SPConnect neither represents nor warrants that the Software will be accessible through all web browser releases or that Customer will always be able to access the Software.

(b) Use of Software. Customer shall not and shall not permit others in using the Software or Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or SPConnect; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for SPConnect; (v) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (vi) transmit or upload any material through the Software Services contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing SPConnect', or any other person's or entity's, network, computer system, or other equipment; (vii) interfere with or disrupt the Software Services, networks or servers connected to the SPConnect' systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Software Services; (viii) attempt to gain unauthorized access to the Software, other SPConnect customers' computer systems or networks using the Software Services through any means; or (ix) interfere with another party's use of the Software Services, including any parties Customer has done business with or choose not to do business with through use of the Software. SPConnect has no obligation to monitor Customer's use of the Software. However, SPConnect reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

(c) Cooperation and Coordination. Customer shall comply with any reasonable requests of SPConnect that are necessary to enable SPConnect to perform the Services. Customer shall obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start. If SPConnect' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, SPConnect shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. Customer will notify



SPConnect immediately of any unauthorized use of the SPConnect Services or any other breach of security that is known or suspected by Customer.

(d) Representations, Warranties, and Covenants. Customer represents, warrants, and covenants to SPConnect that: (i) Customer is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation; (ii) Customer has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement have been duly authorized by Customer, and this Agreement constitutes the legal, valid, and binding agreement of Customer that is enforceable against Customer in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles; (iv) Customer shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to Customer and shall obtain all applicable permits and licenses required of Customer; and (v) there is no outstanding litigation, arbitrated matter, or other dispute to which Customer is a party that, if decided unfavorably to Customer, would reasonably be expected to have a potential or actual material adverse effect on Customer's ability to fulfill its obligations under this Agreement.

(e) Responsibility for Employees. Customer is fully responsible and liable for its employees' use of or access to the Services or SPConnect Property in compliance with the terms of this Agreement and as required by law.

8. THIRD PARTY ACCESS. Customer may not provide any third party with access to the Software or the Services without the express prior written consent of SPConnect. Any breach of this Section 8 by Customer shall be deemed to be an incurable material breach of this Agreement by Customer. When used in this Agreement, "**third parties**" means any persons or entities other than the Customer entity signing this Agreement, including, without limitation, any entities affiliated with Customer (e.g. subsidiaries, parent entity), consultants and independent contractors.

9. TERMINATION. This Agreement may be terminated as described in this Section 9.

(a) Termination by SPConnect. SPConnect may terminate this Agreement with 30 days written notice upon the occurrence of an Event of Default. For purposes of this Agreement, an "**Event of Default**" means: (i) Customer's breach of Sections 2(a), 5, 7(b), 8, or the SPConnect Privacy Policy (ii) Customer's breach of any provision of this Agreement, other than those specified in (i) that continues for more than thirty (30) days after Customer receives written notice of such breach that specifies the nature of the breach; (iii) Customer's insolvency or admission that Customer is unable to pay its debts as they become due; (iv) an assignment by Customer for the benefit of its creditors; or (v) the institution of any proceeding for the relief of debtors by or against Customer.

(b) Termination by Customer. Customer may terminate this Agreement if SPConnect breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after SPConnect receives written notice of the breach that specifies the nature of the breach.

(c) Effect of Termination. If SPConnect terminates this Agreement pursuant to Section 9(a), then SPConnect shall promptly invoice Customer for all accrued amounts due and owing by Customer to SPConnect and Customer shall pay the invoiced amount immediately upon receipt of such invoice. If Customer terminates this Agreement pursuant to Section 9(b) of this Agreement, then SPConnect shall



immediately refund the remainder of any amounts that Customer had prepaid but had not unused as of the date of such termination. Following the termination of this Agreement for any reason: (i) all rights and licenses granted by SPConnect under this Agreement to Customer will immediately cease; (ii) SPConnect shall have no further obligations to Customer to perform Services; and (iii) Customer shall comply with any reasonable termination instructions of SPConnect, including but not limited to the return of all of the SPConnect Property and any equipment or software furnished, but not sold, to Customer. Notwithstanding any termination of the Term, all provisions of this Agreement that by their nature are not terminated at the end of the Term (e.g. confidentiality obligations) shall continue in full force and effect.

11. RELATIONSHIP OF THE PARTIES.

(a) Outside Activities. During the term of this Agreement, each Party may engage in any other business activities that the Party deems appropriate.

(b) Independent Contractors. Nothing in this Agreement shall be construed to create a joint venture or partnership between the Parties or an employer/employee relationship between the Parties. For purposes of this Agreement, Customer is not an agent of SPConnect and has no express or implied authority to act on behalf of, or make any representations whatsoever on behalf of, SPConnect. Neither Party has any right to control any activities of the other Party outside the terms of this Agreement. All work performed by SPConnect in Connection with the Services shall be performed as an independent contractor, and not as the agent or employee of Customer. All persons performing Services shall be for all purposes solely the employees or agents of SPConnect and shall not be deemed to be employees or agents of Customer for any purpose whatsoever. SPConnect shall furnish, employ, and have exclusive control of any person who performs Services and shall prescribe and control the means and methods of performing such Services by providing adequate and proper supervision. With respect to persons performing Services, SPConnect shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including but not limited to employment, Social Security, FICA, Medicare, and federal and state payroll taxes including applicable contributions from such persons when required by law.

12. INDEMNIFICATION. Customer will defend, indemnify and hold harmless SPConnect from and against any claims, losses, damages, liabilities, fees, penalties and reasonable expenses (“Losses”) incurred by SPConnect as a result of or arising out of: (i) any use of the Software or the Services that is not in accordance with this Agreement or the Documentation; (ii) any use of the Software in combination with other products, equipment, software, or data that SPConnect did not supply or authorize; (iii) any Personal Data uploaded onto the SPConnect Portal; or (iv) any modification of any of the Software by any person other than SPConnect. Notwithstanding the foregoing, Customer shall not have any indemnification obligation for any Losses resulting directly from the gross negligence or willful misconduct of SPConnect.

13. LIMITATION OF LIABILITY.

(a) Disclaimer of Liability. SPCONNECT SHALL NOT BE LIABLE FOR ANY (1) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR THE OPERATION OR USE OF THE SPCONNECT PROPERTY, INCLUDING BUT NOT LIMITED TO SUCH DAMAGES AS: DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST CUSTOMER BY ANY THIRD PERSON, EVEN IF SPCONNECT



HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (2) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY SPConnect TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND THE REASONABLE CONTROL OF SPCONNECT (FOR EXAMPLE, INTERNET PROBLEMS); OR (3) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST SPCONNECT MORE THAN TWO (2) YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

(b) Limitation on Amount of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE LIABILITIES OF SPCONNECT UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE SHALL BE LIMITED TO CUSTOMER'S DIRECT DAMAGES; **PROVIDED, HOWEVER,** THAT THE AMOUNT OF SUCH DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES THAT CUSTOMER PAID TO SPCONNECT FOR THE SERVICES RELATED TO THE CLAIM DURING THE TWELVE (12) MONTHS YEARS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Virginia, except as to its principles of conflicts of laws. The Parties irrevocably submit to the exclusive jurisdiction and venue of the Federal District Court for the Northern District of Virginia, or to the state courts located in Fairfax County, Virginia, to resolve any disputes arising under this Agreement or related to this Agreement.

17. WAIVER OF BREACH. No waiver of breach or failure to exercise any option, right, or privilege under the terms of this Agreement or any order on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.

18. FORCE MAJEURE. Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil, or military authority, act of God, act or omission of carriers, or other similar causes beyond its control. If any such an event of *force majeure* occurs and such event continues for ninety (90) days or more, then the Party delayed or unable to perform shall give immediate notice to the other Party, and the Party affected by the other's delay or inability to perform may elect at its sole discretion to: (i) terminate this Agreement; or (ii) (A) suspend performance of the Agreement for the duration of the condition; (B) obtain or sell elsewhere software or services comparable to the Services; and (C) resume performance of this Agreement once the condition ceases with the option of the affected Party to extend the period of this Agreement up to the length of time the condition endured. Unless written notice is given within thirty (30) days after the affected Party is notified of the *force majeure* condition, option (ii) shall be deemed selected. Payment obligations may never be excused by *force majeure* events.

19. SEVERABILITY. If any of the provisions of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under the laws of the jurisdiction where enforcement is sought, whether on the basis of a court decision or of arbitral award applicable to the entire Agreement, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. Instead, the entire Agreement shall be construed as if it did not contain the particular invalid or unenforceable provision or provisions, and the rights and obligations of SPConnect and Customer shall be construed and enforced accordingly.



20. NOTICES. All notices, demands, or other communications herein provided to be given or that may be given by any Party to the other shall be deemed to have been duly given when made in writing and delivered in person, or upon receipt, if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

If to Customer then as written on the signature page of this Agreement.

If to SPConnect:

SPConnect, LLC
Attn: Nicole Bass
11654 Plaza America Drive; #536
Reston, VA 20190

21. ENUMERATIONS AND HEADINGS. The enumerations and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

22. THIRD-PARTY BENEFICIARIES; ASSIGNMENT. The Parties have entered into this Agreement solely for the benefit of the Parties. No third party shall have the right to make any claim or assert any right under this Agreement, and no third party shall be deemed a beneficiary of this Agreement. Customer may not assign its rights or delegate its obligations under this Agreement to any person or entity without the prior, written consent of SPConnect. SPConnect may freely assign this Agreement to an affiliated or successor entity but shall give prompt, written notice to Customer of any such assignment.

23. NO CONSTRUCTION AGAINST DRAFTER. The Parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

24. PUBLICITY.

(a) Press Release. Neither Party shall issue a press release or other similar publicity of any nature regarding this Agreement without the other Party's prior written approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, each Party may use the name, URL and logo of the other Party on said Party's website and in its customer list for corporate and financial presentations.

(b) Governmental Requirements. The restrictions of Section 24(a) of this Agreement shall not apply to any announcement or written statement required to be made by law or the regulations of any federal or state governmental agency. Before such announcement is made, however, the Party that is required to make such announcement will, whenever practicable, consult with the other Party concerning the timing and content of such announcement.

25. WAIVER OF RIGHT TO JURY TRIAL. EACH PARTY HEREBY UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN ANY WAY SPCONNECTED WITH THE PERFORMANCE OR BREACH OF THIS AGREEMENT, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THE PARTIES.



THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES THAT MIGHT BE FILED IN ANY COURT OR OTHER TRIBUNAL (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED, EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT, AND RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

26. NON-SOLICITATION OF EMPLOYEES AND CONTRACTORS. During the term of this Agreement, and for a period of twelve (12) months after the termination or expiration of this Agreement, neither party shall, directly or indirectly, without the prior written consent of the other party: (i) induce or attempt to influence any person that has a contractual or employment relationship with SPConnect to terminate such relationship or, to the extent any such relationship terminates for any reason, prevent or attempt to prevent the reestablishment of any such relationship; or (ii) engage, hire, offer to engage or hire, or employ or enter into business, whether as a joint venture, partnership, corporation, limited liability company, or otherwise, with any person who served as an employee or independent contractor of SPConnect and was involved in the performance of any services provided hereunder during the twenty-four (24) months preceding the termination or expiration of this Agreement. Notwithstanding the foregoing, this prohibition will not apply if an employee or contractor answers either party's notice of a job listing or opening, advertisement or similar general publication of a job search or availability for employment on his or her own initiative without any direct or indirect solicitation by either party or its affiliates.

27. COUNTERPARTS. The Parties may execute this Agreement simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

28. ENTIRE AGREEMENT. This Agreement and the documents referenced in this Agreement constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement, superseding all previous agreements pertaining to such subject matter. The Parties may modify this Agreement only by an amendment executed in writing by the authorized officers of each Party. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded by this Agreement. Customer hereby represents and acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement. Each Party represents that it has read this Agreement, understands it, agrees to be bound by all terms and conditions stated in it, and acknowledges receipt of a signed, true, and exact copy of this Agreement.



Signature Page

SPConnect, LLC

Authorized Signature _____

Printed Name: Nicole Bass

Title/Position: President

Date of Signature _____

CUSTOMER

Full Legal Name _____

Type of Legal Entity and Jurisdiction of Organization _____

Authorized Signature _____

Printed Name _____

Title/Position _____

Date of Signature _____

Address for Contact Purposes _____

Contact Person _____

Phone Number for Contact Person _____

Email Address for Contact Person _____

Attachment A

DESCRIPTION OF SPCONNECT SOFTWARE

SPCONNECT SOFTWARE:

SPConnect Software is an inter-connected suite of browser-based programs, designed to improve communication, efficiency and accountability between an HVAC contractor's customers, technicians, sales and operations departments. The software consists of multiple modules, all operating on a single database of information:

1. Accounts – building, contact and asset management
2. Sales – pricing tool, document generator and CRM
3. Operations – scheduling, dispatch, support tickets, project & contract management
4. Billing – review interface between SPConnect and Customer's accounting platform
5. Client Portal – Customer's client access to services provided
6. Mobile – mobile application for technicians and sales reps

1. ACCOUNTS:

The Accounts module is the account, contact and asset manager serving as the data pivot point for all SPConnect Software modules. The following information is uploaded and edited in this module, and is made available to populate other areas in the SPConnect Program:

- Account Name and Billing Information
- Account Contact Information
- Account Management Team (Internal)
- Company Profile Information
- Company Goals and Objectives
- Building Information
- Equipment/Asset Inventory
 - Equipment Data Plate Information
 - PM Pricing Factors
 - Component Information (Filters, Belts, Fan Motors and Compressors)
 - Equipment Photos

In addition, the Accounts module provides the following downloadable reports/documents:

- Client Profile Workbook
- Equipment Workbook
- Financial Analysis Workbook
- Equipment List (MSWord)
- Equipment Filter List (MSWord)
- Equipment Photo Album (MSWord)
- Equipment List, Equipment Status, Assessment History (MSExcel)

SPCONNECT SOFTWARE (continued):

2. SALES

The Workbook:

The Workbook module is a pricing program and document/report generator used primarily by project and maintenance sales representatives. Agreements that are produced in this module are SPConnected with 'Portal' and 'Funnel' modules as they move through the sales cycle. In addition to providing pricing estimates for maintenance and project agreements, the Workbook uses information entered into the Accounts and Portal modules to produce the following documents:

- Service Agreement Document
- Service Agreement Proposal
- Service Agreement Financial Analysis
- Service Agreement Booking Package
- Service Agreement In-House Start-Up Meeting
- Service Agreement Client Start-Up Meeting
- Service Agreement Request for Proposal
- Quick Quotes
- Quick Quote Booking Package
- Project Agreement Document
- Project Financial Analysis
- Project Booking Package
- Project In-House Start-Up Meeting
- Project Client Start-Up Meeting
- Project Client Close-Out Meeting
- Building Assessment Report

The Funnel:

The Funnel module is a sales tracking tool used to track activity from 'Leads' (unqualified suspects/prospects) through to the end of the sales cycle (won/lost opportunities). Used by project and maintenance sales representatives, the Funnel consists of the following dashboards:

- Lead Tracker - Used by maintenance sales reps, Leads are a list of prospects used in 'cold calling' to establish an introductory meeting. Once an appointment had been set, it then converts to an Account and is interSPConnected with the rest of the SPConnect modules.
- Pipeline – This dashboard shows all opportunities that are in progress, where a quote or proposal has not yet been provided to the customer.
- Quoted Backlog – This dashboard shows all open quotes that have been provided to customers, but have not yet been approved or declined.
- Closed Won – This dashboard shows all proposals or quotes that have been approved by the customer and booked in the accounting system
- Closed Lost – This dashboard shows all proposals or quotes that have been declined by the customer
- Contract Anniversaries – This dashboard keeps track of all maintenance agreement contract anniversary dates as well as competitor name and pricing. Maintenance sales representatives use this dashboard to anticipate opportunities based on competitor contract renewal dates.
- LeaderBoard – Graphical representation of all company activity to include backlog, close ratios, Maintenance Sales Representatives (MSR)'s activity and 'Closed Won' sales
- Activity Dashboard – breakdown of activity for MSRs to demonstrate strengths and weaknesses by stage of the sales cycle.
- Credit Report – report of all credit earned on any sales entries, regardless of ownership of the entry. Used to calculate incentive on closed-won sales.



SPCONNECT SOFTWARE (continued):

3. OPERATIONS

Dispatch

The dispatch board provides a digital workflow from SPConnect Sales to the operations team. “Work Orders” (WOs) are automatically generated based on sold jobs or can be manually created. Dispatchers or Customer Service Representatives can then schedule the WOs for the technician team and view the availability of each technician. Dispatchers can also filter by technician skill set, availability, division, branch and more.

WOs can be reviewed at the end of each day and noted for the appropriate next steps. Smart-dispatch automations are created based on the technician resolution results.

Work Order Management

All WOs are accessible on a single dashboard regardless of status. Work Order Dashboard provides comprehensive sort/filter options for improved visibility into your company’s jobs.

Scheduling

SPConnect’s Operations module offers a “Maintenance Scheduling Dashboard” which shows all active contracts, status of the PM, how many hours the PM is available, how many hours have been used, the assigned technician, the associated WO, if applicable, and more. Easily see how many hours are required on a month-by-month basis.

The “Project Scheduling Dashboard” shows all active projects with their estimated start/completion dates, percent to completion based on estimated vs. actual costs, current project performance and more.

Service Agreement Set-Up

Once a Service Agreement is sold, the details of the pricing are digitally transferred to the Service Agreement Set-Up board for Service Management to indicate in which months each of the sold tasks should be performed. The results of this exercise will populate WO’s for this Service Agreement, which will then transfer to the technician so he/she has a clear understanding of which pieces of equipment are included in the current month’s PM, and which tasks to perform on that equipment.

Support Tickets

Customers, technicians and office staff all have access to a single support ticket dashboard where requests for assistance can easily be monitored, assigned and reviewed. Sample support tickets may include a billing question from a customer, a request for a quote from a customer or technician or a request for uniforms from a technician.

4. BILLING

The billing module allows an interface for a final review of all WO’s that have been approved for billing. Once batched to the Customer’s accounting program for invoicing, the status of each billable WO will be displayed as invoiced or not, with multiple search/filter functions to manage this table.

5. CLIENT PORTAL

The Portal module is a powerful communication platform designed to streamline the flow of information and increase accountability between Operations Management, Technicians, Sales Professionals and the Customer.

The customer's view provides a single point of access to information on all services provided by the contractor. These services include:

- Building Assessment Services: the customer has the ability to download Building Assessment Reports as well as other site-specific documents (i.e. Custom reports, Site Map, etc.)
- Planned Maintenance Services: provides maintenance schedules by building as well as all documents and reports associated with the maintenance services (i.e. scope of services, agreement docs, etc). Customer can also access their equipment inventories by building, showing current status of equipment and assessment history by piece of equipment.
- Building Automation: provides links to each building's automation system as well as all documents and reports associated with building automation services (i.e. agreement documents, proposals, sequence of operations reports, etc.)
- Capital Project: provides the following:
 - Project schedules for all projects in progress
 - Capital plan with detailed financial analysis per piece of equipment, displaying detailed ROI and color-coded recommendations by priority (red, yellow or green)
 - Project Proposals – all open proposals and quotes for projects
- Support Tickets: customer submits and/or tracks open work tickets for repairs or quotes.
- Contact and Support: provides the customer with a photo, name & contact information for all contractor associates assigned to their account

6. MOBILE

Easy-to-use mobile application designed to provide a simple method to:

- Build/edit equipment inventory
- View/add equipment photos
- Create/View Support Tickets
- View/Execute WOs assigned to me
- View past WOs or WOs related to the job I'm on
- View my time
- Build a quote for repair



Attachment B

Support Services

Onboarding and Initial Training Support

SPConnect will provide an initial onboarding process to assist in the administrative set-up of SPConnect Software. Included in this process is the importation of all existing Accounts, Contacts, Buildings and Equipment inventory – to be provided by the Company in Excel or .CSV format.

Following administrative set-up, a series of training session will be organized between the SPConnect team and Company's team. Training will include these one-hour sessions:

- Administrative Set-Up and Management
- Building Accounts, Contacts, Buildings and Equipment Inventory
- Projects & Quicks
- Service Agreements
- Sales Reporting – Getting Organized

If onboarding the operations module, we will also dedicate set-up meetings for the administrative requirements and integration with the Company accounting platform. Additional training sessions will include:

- Dispatch and Mobile Work Order Management
- Service Agreement Set-Up and Scheduling
- Project Scheduling & Support Tickets
- Understanding the Mobile App
- WO Review, Costing and Billing

The initial training will be followed by a *minimum* of six (6) months of one (1)-hour monthly calibration meetings, to be scheduled with the Company.

Ongoing Customer Support

Following the initial training, SPConnect will provide ongoing technical support by phone or email, Monday – Friday from 8:00am to 5:00pm ET. All messages left after hours will be addressed first thing in the morning, the following business day.

- Email: info@connectsoftware.com
- Phone: 571-287-1563

In addition, an online video tutorial library will be made available through the SPConnect Portal, available 24/7. These videos are recordings of twice-weekly webinars hosted each Tuesday and Friday at 1:00pm ET.

Additional Support and Customization

SPConnect will provide for all additional support or customization outside of the scope of this Agreement at a price to be agreed upon between SPConnect and the Company.



Attachment C

Service Fees

NOTE TO CUSTOMER: The payment provisions in Section 4 of the main body of this Agreement shall govern.

Initial Customization and Training:

This includes the software set up, configuration, document customization and training described in Attachment B.

Sales Module:	\$5,000 (one-time fee)
Sales + Operations Module:	\$20,000 (one-time fee)
Payment Terms:	Payable prior to Agreement start date.

Annual Subscription:

Use of all existing modules and features of the Software and any upgrades to the efficiency of the Software, defined in Attachment A. Also included: all technical and customer service support available Monday-Friday, 8am-5pm ET.

Annual Investment:

	<u>SPGroup Member</u>	<u>Non SPGroup Member</u>
Sales Module Only:	\$0.00	\$99 per user per month
Sales + Operations Modules:	\$20,000 annually, unlimited users ¹	\$129 per user per month

Payment Terms: Invoiced within the first 60 days of the Agreement start date. Payable within 30 days.

ADDITIONAL FEES:

Support Service Fees:

Additional training sessions outside of the initial implementation will be provided at an additional agreed-upon cost between SPConnect and the Customer.

Additional Service Fees:

Additional Software programming and customization outside of the scope of this Agreement will be provided at an additional agreed-upon cost between SPConnect and the Customer.

¹ If Agreement start date is before January 1, 2022. If after January 1, 2022, annual investment is \$30,000.