

The service order/invoice is by and between "Howard heating and air conditioning, LLC" and "customer". The service order/invoice contains the entire agreement between the two parties, and no rights are created in favor of either party other than what is specified in the service order/invoice. The terms of each agreement will begin on the effective date of the service order/invoice and continue for the term specified on the service order/invoice. Our certified technician will perform all work professionally and utilize materials of good quality during normal working hours and in accordance with the terms outlined in the service order/invoice. Normal working hours: 7:00am-5:00pm Monday, Tuesday, Wednesday, Thursday, Friday, Saturday & Sunday excluding nights and holidays, unless otherwise specified. HOWARD HEATING AND AIR CONDITIONING, LLC will retrieve all material and provide labor required to perform maintenance/service as outlined in the service order/invoice.

The customer shall provide reasonable access to the equipment being serviced as per HOWARD HEATING AND AIR CONDITIONING, LLC's instructions and allow our personnel to stop and start all equipment necessary to perform agreed maintenance/service or repair. The customer will also establish that all work areas shall be free of hazards (asbestos, insects, rodents, chemicals, mold, etc...) and to clear working area of any hazards that would inhibit the installation or repair. If the hazard is found during the time of service, all work by HOWARD HEATING AND AIR CONDITIONING, LLC will cease until customer has corrected matters appropriately at customer's expense. Also, after investigation, HOWARD HEATING AND AIR CONDITIONING, LLC reserves the right to automatically terminate the service order/invoice if the equipment that is to be serviced is found to be in extremely poor condition.

At times, the customer may request that HOWARD HEATING AND AIR CONDITIONING, LLC provide additional or amended services not covered by the existing service order/invoice. The two parties may, but are not required to, agree to a change in services either by amending the service order/invoice in existence or by signing into a new service order/invoice. Such a change, if carried out, will specify the services to be performed by HOWARD HEATING AND AIR CONDITIONING, LLC, but not limited to, price terms.

PAYMENT

The customer will compensate HOWARD HEATING AND AIR CONDITIONING, LLC for the services rendered, supplies, and materials needed, in accordance with the terms, conditions, and payment schedule outlined on the service order/invoice. Customer will make complete payment to HOWARD HEATING AND AIR CONDITIONING, LLC on completion of services rendered, immediately after receipt of accurate service order/invoice from HOWARD HEATING AND AIR CONDITIONING, LLC with the indicated prices of services performed. Such service order/invoice

from HOWARD HEATING AND AIR CONDITIONING, LLC will itemize any reimbursable expenses. Any late payments past 7 days will accrue interest at the rate of 1.5% daily, or the maximum rate allowed by applicable law.

The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated applicable to the price sale or delivery of any products, services or the work furnished hereunder or for their use by HOWARD HEATING AND AIR CONDITIONING, LLC on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to limited availability.

Emergency Work: When a customer makes an emergency service request, HOWARD HEATING AND AIR CONDITIONING, LLC reserves the right to charge the customer the emergency service labor rate and fees. In addition, at the discretion of HOWARD HEATING AND AIR CONDITIONING, LLC, a new Service Order Invoice may be obtained by HOWARD HEATING AND AIR CONDITIONING, LLC before the work is performed.

WARRANTIES

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All parts & labor performed by HOWARD HEATING AND AIR CONDITIONING, LLC is warranted for 30 days or as otherwise indicated in writing. HOWARD HEATING AND AIR CONDITIONING, LLC makes no other warranties, expressed or implied and its agents or technicians are not authorized to make any such warranties on behalf of HOWARD HEATING AND AIR CONDITIONING, LLC.

EXCLUSIONS

HOWARD HEATING AND AIR CONDITIONING, LLC will not be held liable for any loss, delay, injury, or damage that are caused by improper use, negligent acts, or circumstances beyond our reasonable control including but not restricted to natural disasters, war, terrorism, civil commotion, acts of government, fire, theft, corrosion, floods, condensate restrictions, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, code violations or insurance company requirements, delays in transportation, extreme weather conditions, shortage of vehicles, fuel, labor, or materials, or malicious mischief. And, in no event, whether as a result of breach of contract, or otherwise, will HOWARD HEATING AND AIR CONDITIONING, LLC be liable for consequential, speculative, penal or incidental damages, including, but not limited to loss

of profit or revenues, loss of use of any products, machinery, equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customer for such damages. Also, it is agreed that any changes, adjustments, additions to repairs made by others, unless authorized by HOWARD HEATING AND AIR CONDITIONING, LLC will release and terminate all obligations of HOWARD HEATING AND AIR CONDITIONING, LLC and the customer will be responsible for payment of materials and any work or services rendered by HOWARD HEATING AND AIR CONDITIONING, LLC.

It is agreed that HOWARD HEATING AND AIR CONDITIONING, LLC will not be required to complete safety tests, install new devices or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental agencies, or for other reasons. Neither shall HOWARD HEATING AND AIR CONDITIONING, LLC be required to make replacements or repairs necessitated by reason of any other cause beyond its control except ordinary wear and tear.

Final Steps

To proceed with the project, "customer" will need to:

- Submit an APPROVED ESTIMATE OR JOB.
- Agree to the Terms and Conditions by electronic signature or emailed approval. The Terms and Condition represents my commitments to you the "customer"
- Submit initial payment of 50% of total project fee at the time of approval. All major credit cards accepted. Payments will be processed directly through HOUSECALL PRO and no credit card information will viewable or downloadable by HOWARD HEATING AND AIR CONDITIONING, LLC unless a recurring authorization form has been signed.
- No credit card information will viewable or downloadable by HOWARD HEATING AND AIR CONDITIONING, LLC.
- When the contracted work is completed, final payment of 50% plus any incurred additional hourly fees will be charged and a HOWARD HEATING AND AIR CONDITIONING, LLC invoice will be emailed/mailed to you.

Terms and Conditions

Please read this document carefully and keep it for reference. These terms and conditions, together with the Declarations Page, constitute the entire agreement (“Agreement”) between you and the “Provider” identified on the Declarations Page, pertaining to the HVAC Maintenance Plan(s) that you have purchased as stated on the Declarations Page. The laws of the state in which your service address is located govern interpretation of this Agreement. The Provider may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). It is important that you read the Arbitration section carefully.

What is Covered: You are entitled to have an authorized Service Contractor visit your residence once during each twelve-month Annual Term to perform the normal maintenance services specified below, for the heating or cooling unit type covered by the Plan(s) that you have purchased.

Furnace or Heat Pump Maintenance Plan:

(a) Inspect and lubricate bearings; (b) check heat exchanger; (c) clean and adjust burners and pilot; (d) check heat exchanger cells; (e) check blower assembly; (f) check air filter; (g) check for furnace noises or vibrations; (h) check safeties are operating; (i) check heating unit venting and drafting; (j) check for carbon monoxide leaks.

Central Air Conditioning Unit Maintenance Plan:

(a) inspect and clean condenser and, if accessible, evaporator coil; (b) check refrigerant level; and (c) check the electrical connection and AMP draw.

All plans cover one heating or cooling unit located at the service address identified. If the identified service address has multiple HVAC/R systems, a separate Plan must be purchased for each individual HVAC/R system. An Annual Term of this Agreement means the initial twelve month term of this Agreement commencing on the Effective Date established by this Agreement and any successive twelve- month renewal term under this Agreement. All Agreements are based on an

Annual Term including those billed monthly and renewed automatically at the end of the Effective Date.

In order to be covered by the Plan, your heating or cooling unit must: (a) be installed to meet local, state, and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be readily accessible to the Service Contractor. Coverage is for owned or rented residential-use property. If your service address is a rental property, you represent that you are authorized to perform the specified services to the covered equipment. Provider may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met.

You must contact the Provider to schedule each service through an authorized Service Contractor, as stated below under “How to Make a Service Call.” Central Air Conditioning maintenance services must be scheduled to be performed when the temperature is above 60 degrees Fahrenheit and no inclement weather is present or forecasted.

What is Not Covered: Provider will not be responsible for performing any services not specifically listed above in “What is Covered.” Provider will not provide any replacement parts or refrigerant unless specified on the Declarations Page in accordance with the Plan you have selected. Repairs, updates, or additional testing that is identified in the course of performing specified maintenance services are not covered by the Plan and you will need to arrange for these separately.

How to Make a Service Call: Please follow the process described below to obtain coverage under the Plan. Provider will not reimburse you for any fees or costs of service except under this process. Provider will not reimburse you for work performed by a person not specifically assigned by Provider, or for services performed without Provider’s authorization. Unauthorized repairs may void this Agreement.

You must schedule a service appointment using the Book Online feature at Howardheatingac.com, by using a mobile or desktop application approved by the Provider, or by calling the service number provided on the Declarations Page. All service calls will occur during regular working hours.

All services will be performed by an authorized technician/service contractor selected by Provider. Provider has the sole and absolute right to (i) select the technician/service contractor to perform the service and (ii) determine the rates and other pricing terms under which the technicians/service contractors are compensated.

You must provide the technician/service contractor with safe and reasonable access to all Covered Products, and related systems and lines.

You must be current on all payments in order to be covered under this Agreement.

Term of Coverage and Cancellation: This Agreement is for a term of twelve (12) months starting on the Effective Date and will automatically renew for additional twelve-month Annual Term(s) thereafter unless cancelled as provided below. You may cancel this Agreement at any time as described below by notifying Provider at the phone number indicated on the Declarations Page. Provider may cancel this Agreement at any time for misrepresentation or non-payment by you; for violation of any of the terms and conditions of this Agreement; if required to do so by any regulatory authority; or if the Provider, for its convenience and in its sole discretion, makes a commercial decision to generally discontinue the Plan or to discontinue your specific participation in the Plan. If either you or Provider cancels this Agreement within 30 days from the Agreement's Effective Date and you have not had service performed hereunder, you will receive a full refund of Plan payments made by you. If either you or Provider cancels this Agreement more than 30 days from the Agreement Effective Date, and you have not had service performed the Plan will terminate effective immediately without requirement for any additional payment by you. If either you or Provider cancels this Agreement more than 30 days from the Agreement Effective Date and you have had service performed during the then-current Annual Term, you will be invoiced for unpaid months through the remainder of the current Annual Term. If you move to a new service address, this Agreement will be deemed cancelled by you.

Price/Billing: The amount of your annual or monthly charge is provided in the Declarations Page. In addition to your monthly charge, you may be billed for applicable taxes or surcharges associated with your state of residence. The initial charges will be submitted for billing

approximately five (5) business days after the Agreement's Effective Date. Each subsequent monthly charge will be submitted for billing on or about the same day of the month as your initial charge was submitted. The charge for this Agreement on your bill or credit card shall serve as the invoice for the service. On notice to you, Provider may change the means in which you are invoiced and billed for your services. By applying for the services, you consent to Provider inquiring about your credit or payment history at any time as it relates to your ability to pay for the services, and you consent to disclosure of your customer information to third parties to the extent necessary to administer the Plan.

Limit of Liability: TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER, ITS PARENT AND AFFILIATES, AND THE TECHNICIAN/SERVICE CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LIABILITY OF PROVIDER SHALL BE LIMITED TO THREE TIMES THE AMOUNT PAID UNDER THE PLAN(S) BY YOU DURING THE PREVIOUS TWELVE MONTHS. PROVIDER IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY ANY OTHER CONTRACTOR OR SERVICE PROVIDER OUTSIDE OF THE SCOPE OF THE PLAN. PROVIDER AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY THE PLAN(S).

Communications: Provider may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, mobile notifications, hard copy, or posting of such notice on Howardheatingac.com.

Assignment; Miscellaneous Terms: This Agreement may be assigned by Provider without notice to you. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and shall be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable legal requirements. Unless the context of this Agreement otherwise clearly requires, references in the plural form include the singular and vice versa.

THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION:

Except as otherwise required by law, any claim, dispute, or controversy between you and Provider that arises from or relates to this Agreement or the Plan (individually and collectively, a "Claim") shall be resolved by binding individual arbitration. This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. All issues relating to the Claim are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Paragraph (2) below, shall be determined by a court and not the arbitrator. If arbitration is chosen by any party, the following shall apply:

(1) NEITHER YOU NOR PROVIDER WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO

ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.

(2) Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. You and Provider also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Provider hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and/or to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration. Provider does not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

(3) The arbitration shall be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Provider agree otherwise, any arbitration hearing shall take place in the federal judicial district where you reside. We encourage you to call Provider before filing a claim for arbitration to see if the dispute may be resolved or settled prior to arbitration. Provider will pay all filing, administrative, arbitrator, and hearing costs. Provider waives any rights they may have to recover an award of attorneys’ fees and expenses against you. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(4) The arbitrator’s decision will generally be final and binding, except for limited rights of appeal provided by the Federal Arbitration Act.

(5) Other rights that you would have if you went to court might also not be available in arbitration.

This Arbitration Provision shall survive termination of this Agreement and your enrollment in the Plan. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.