

Leap, LLC End User License Agreement

IMPORTANT: READ THIS LICENSE CAREFULLY. YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT, AS MAY BE AMENDED FROM TO TIME (THE “AGREEMENT”) BY (I) ELECTRONICALLY SIGNING THE AGREEMENT, (II) BY CLICKING ON A BOX INDICATING YOUR ACCEPTANCE, (III) BY EXECUTING A DOCUMENT THAT INCORPORATES THE TERMS OF THIS AGREEMENT BY REFERENCE, OR (IV) BY ACCESSING or USING THE LICENSED PRODUCT, IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR CEASE TO ACCESS THE LICENSED PRODUCT.

This Agreement is a legal agreement between you (“you,” “your” or “Licensee”) and LEAP, LLC, (“Leap,” “we,” “us,” or “our”). You represent that you have read and understood the terms and conditions set forth herein and agree to be bound by them. The terms and conditions of this Agreement will apply to your use of the digital contracting platform business for residential home improvement contractors offered via the www.leaptodigital.com website (the “Website,”) which includes any websites owned or operated by Leap (the “Licensed Product”). These terms also apply to your use of JobProgress, an affiliate of Leap offered via www.jobprogress.com, and any other entities, products or services owned or operated by Leap and/or its affiliates. For purposes hereof, Licensed Product includes the software made available via the Website, together with any modifications, enhancements, or corrections thereto that are generally available to customers; and any user manuals and on-line help information for the Licensed Product, generally made available to customers from time to time, whether in print or in digital form.

You acknowledge and agree that we may amend this Agreement at any time by posting a revised version of this Agreement on our platform or Website or by notifying you directly in our sole discretion. Your continued use of the Licensed Product after any changes are made to this Agreement shall constitute your consent to such changes. We do not and will not assume any obligation to notify you or your employees, contractors, or clients of any changes to this Agreement. You are responsible for remaining knowledgeable about the terms of the Agreement.

- 1. Grant of License.** Licensee is hereby granted a revocable, non-exclusive, non-sublicensable and non-transferable right to access and use the Licensed Product solely for your internal business purposes and in strict accordance with this Agreement through the number of seat licenses (“**Seat Licenses**”) procured. Any download, copy, view and print content created using the Licensed Product for Licensee’s internal use only is permitted; provided, that all trademark, service mark, logos or other intellectual property notices are not removed or altered in any way. The term of the license is [one year] from the date payment is received by Leap (“**Initial Term**”). The term shall automatically renew for additional one month periods upon expiration of each one month period (each, a “**Renewal Term**,” together with the Initial Term, the “**Term**”), unless earlier terminated hereunder.
- 2. Licensee Covenants.** Licensee will not itself nor through any parent, subsidiary, affiliate or third party reverse engineer, decompile, disassemble, modify, or create derivative works of the Licensed Product or attempt to reconstruct or discover any source code, underlying algorithms, file formats or programming interfaces of the Licensed Product or defeat, disable or circumvent any protection mechanism related to the Licensed Product. Licensee shall not directly or indirectly copy, distribute or archive the Licensed Product, except to the extent that copying is necessary to use the Licensed Product for the limited purpose set forth herein. Licensee shall not assign, sublicense, rent, sell, timeshare, loan, lease, or otherwise transfer the Licensed Product without the prior written consent of Leap nor use the Licensed Product to operate a service bureau or to perform service department management services for any third party. Licensee shall use the Licensed Product in compliance with

all applicable foreign, federal, state and local laws, rules and regulations, including without limitation, the U.S. Department of Commerce export administration regulations.

3. Fees and Payment Terms.

- 3.1. Licensee shall pay Leap such fees as mutually agreed by the parties (“**Fees**”) based on the number of Seat Licenses acquired by Licensee. Licensee shall not have access to the Licensed Product until such Fees are received by Leap. In the event Licensee fails to timely pay any amount due hereunder, Leap shall have the right, in its sole discretion, to refuse performance, suspend performance, and/or terminate this Agreement without incurring any liability and shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees, incurred in collecting or attempting to collect any amount due hereunder.
- 3.2. Leap reserves the right to modify its Fees for any Renewal Term by giving you 30 days prior notice of such change. The Fees may also be subject to change from time to time, as determined solely by Leap, provided, however, such Fees shall not increase by more than twenty percent (20%) in any one (1) calendar year, and any increases shall not be any less than 90 days apart from each other. Additionally, price increase notifications will be made no less than 30 days prior to the expiration of the then current Term.
- 3.3. Undisputed Fees will be paid within 30 days after receipt of the applicable invoice by Licensee. You will pay interest in the amount of 1.5% per month (or the highest rate permitted by law, whichever is lower) on any undisputed Fees not paid within 30 days of such due date. If Licensee disputes any invoice, Licensee shall pay the undisputed portion and will notify Leap in writing, specifying the amount in dispute and its reason for disputing such amount and both parties shall use reasonable efforts to resolve such dispute. Notwithstanding anything contained herein to the contrary, the only Fees that may be disputed are the Fees that are charged for the number of Seat Licenses (e.g., Leap has mistakenly charged the Licensee for 10 Seat Licenses and the Licensee has only five Seat Licenses).
- 3.4. All Fees are exclusive of sales tax and other applicable taxes, which Licensee will be responsible to pay (except that Leap will pay income tax on its own income under this Agreement).

4. Updates and Enhancements; Maintenance.

- 4.1. During the Term, so long as all amounts due hereunder have been paid, Leap may from time to time provide Updates to the Licensed Product. “Updates” shall mean new versions of and/or additions to the Licensed Product. Updates shall include patches, bug fixes, enhancements, or modifications made by Leap to the Licensed Product.
- 4.2. Leap reserves the right to perform maintenance from time to time in connection with the Licensed Product and the Website; Leap will provide written notice to you prior to such maintenance if any downtime is expected to result.

- 5. Support Services.** During the Term, so long as all amounts due hereunder have been paid, Leap shall provide Licensee basic support services relating to the Licensed Product as determined by Leap and as may be requested from time to time by Licensee such as answering questions about the use or operation of the Licensed Product and analyzing and resolving problems or issues relating to Licensee’s use of the Licensed Product. In the event Leap determines that Licensee’s request for services exceeds the scope of the basic support services provided hereunder, Leap shall advise Licensee of such and the parties may agree on the additional fees to be paid to Leap for such

services. Support Services will be provided between the hours of 8:30 am and 5:00 pm EST, Monday through Friday, excluding holidays.

6. **Authorized Users.** Licensee will not permit the use of Seat Licenses which exceed the number of Seat Licenses acquired by Licensee to access or use the Licensed Product. The number of Seat Licenses may be decreased by Licensee only at the beginning of a Renewal Term and only if Licensee provides at least 45 days' prior notice to Leap of such decrease. Any such decrease will result in a proportional decrease of the Fees.

7. **Access to the Licensed Product.**

- 7.1. Each Seat License will be assigned to one individual solely through a user identification and a password (together, a "**Password**") that will be issued by Leap. YOU ARE RESPONSIBLE FOR KEEPING ALL AUTHORIZED USER PASSWORDS STRICTLY CONFIDENTIAL AND TAKING OTHER REASONABLE PRECAUTIONS TO PREVENT THEIR UNAUTHORIZED USE. Licensee will notify Leap promptly of any unauthorized use of a Password of which it becomes aware. We may charge you additional fees for each unauthorized user who gains access to the Licensed Product without our approval.
- 7.2. Subject to the terms and conditions contained in this Agreement, Leap grants to you mobile license(s) meant only to be used on the Leap mobile application. Licensee acknowledges that mobile licenses have limited functionality compared to platform licenses and that the mobile applications are to be used on tablet and smart phones in order to extend platform functionality in the field.

8. **Financial Solutions.**

- 8.1. The Licensed Product includes an offering of financial products and services (each a "**Financial Solution**"). Such offerings are subject to certain fees as disclosed to you at the time of sign up. By using Financial Solutions, you acknowledge and agree that we may use third party technology and service providers ("**Third Party Financial Partners**") and that the terms and privacy policies of any such Third Party Financial Partners are applicable to you. Leap is not liable for the acts or omissions of any third party, including any Third Party Financial Partners.
- 8.2. Leap does not provide consumer financing, but may partner with a Third Party Financial Partner through which you may access their consumer financing offerings. When you apply for financing through such Third Party Financial Partners, you understand and agree that we may share information about your business, including processing and payment history, with such Third Party Financial Partner. You acknowledge and agree that any such consumer financing is provided solely by such Third Party Financial Partner, and Leap has no obligations or liability to you or your customers with regard to any offerings from, or your dealings with, such Third Party Financial Partner.

9. **Termination.**

- 9.1. The license granted may be terminated by either party upon at least 30 days' prior written notice to the other or by Leap immediately upon written notice to Licensee (A) upon Licensee's breach of this Agreement, and, except for a failure to pay Fees which may result in immediate termination, failure to remedy such breach within 30 days of receiving written notice of such breach from Leap; provided, however, if the same breach occurs more than once in any 12 month consecutive period, the cure period for each such additional breach will be only five

days, (B) Licensee ceases operation as a going concern, is the subject of any voluntary or involuntary filing in any bankruptcy or insolvency proceeding, makes an assignment for the benefit of creditors, is subject to the appointment of a receiver, and in each case only if Licensee defaults in making any undisputed payments, or admits in writing its inability to pay the Fees.

- 9.2. Upon the termination of the license for pursuant to paragraphs (A) and (B) above, (i) Licensee shall not be discharged from any liability or obligation that has arisen hereunder, including without limitation, payment in full of all amounts due through the remainder of the Term (ii) after the lapse of the notice period required to terminate this Agreement, if applicable, all rights granted to Licensee shall terminate and revert to Leap and Licensee shall be blocked and restricted from any further use of the Licensed Product, and (iii) Licensee shall return to Leap or destroy all Licensed Product and any other property belonging to Leap in Licensee's possession (and provide Leap with a sworn certificate of destruction signed by an officer of Licensee, if requested).
 - 9.3. Provided all Fees due hereunder have been paid in full, if Leap breaches any obligation under this Agreement and fails to remedy such breach within 30 days of receiving notice of such breach by Licensee, Licensee shall have the right to terminate this Agreement.
 - 9.4. You will be responsible for exporting all Customer Data (as defined herein) upon expiration or termination of this Agreement. Leap shall provide instructions on the retrieval and export of Customer Data and provide you with 10 days to export the data.
10. **Confidentiality.** Each party ("receiving party") acknowledges and agrees that the other party ("disclosing party") has a legitimate business interest in maintaining the confidentiality the disclosing party's non-public information ("**Confidential Information**") and that the disclosing party may disclose or make such information available to the receiving party through the use of the Licensed Product and/or pursuant to this Agreement. Receiving party agrees that it shall not disclose to any person or entity any Confidential Information of the disclosing party or use Confidential Information of the disclosing party other than to satisfy its rights and obligations under this Agreement or in the use of the Licensed Product. Receiving party acknowledges and agrees that the Confidential Information is unique, that money damages would not be a sufficient remedy for breach of this Section, and that the disclosing party is entitled to seek equitable relief including an injunction and specific performance, in addition to any other remedies available to it, to enforce this Section of this Agreement and, provided disclosing party substantially prevails in such action, recovery of reasonable expenses and attorneys' fees in connection with such proceedings.
11. **Ownership of the Licensed Product.**
- 11.1. Licensee agrees that it will not claim any right, title, or interest (including any copyright, patent, trademark, trade secret or other intellectual property or proprietary right) in or to the Licensed Product or any Updates other than the limited right to use the same in strict accordance with the terms of this Agreement. Unless the prior written approval of Leap is obtained, Licensee may not modify or change the Licensed Product in any manner.
 - 11.2. Upon learning of any unauthorized possession or use of or access to the Licensed Product, you will promptly notify us and furnish details of such occurrence within 10 days of learning of such unauthorized possession, use or access. Licensee shall implement measures reasonably requested by Leap to prevent any such unauthorized access to the Licensed Product and shall

provide assistance as reasonably requested by Leap to protect our rights against any third parties relating to such unauthorized use.

11.3. Licensee will retain all right, title and ownership interest in and to all data, content and materials entered and updated using the Licensed Product (“**Customer Data**”) and Leap may use the Customer Data to perform its services as contemplated by this Agreement. Notwithstanding the foregoing, Leap may aggregate the metadata and usage data of Licensee collected or otherwise made available through the Licensed Product so that the results are non-personally identifiable with respect to Licensee or any Customer Data (“**Aggregated Anonymous Data**”). The Aggregated Anonymous Data will be owned by Leap, and Licensee acknowledges that Leap may use the Aggregated Anonymous Data, both during and after the termination or expiration of this Agreement, (i) for its own internal, statistical analysis, (ii) to develop and improve the Licensed Product, and (iii) to create and distribute reports, statistical analysis, examine trends, make comparisons, and otherwise generate industry benchmarks, best practice guidelines or other materials regarding the use of the Licensed Product. For purposes of clarity, nothing in this Section 11.3 gives Leap the right (or ability) to publicly identify Customer Data as the source or sources of any Aggregated Anonymous Data.

11.4. The terms of this Section will survive termination of this Agreement.

12. **NO WARRANTY.**

12.1. THE LICENSED PRODUCT IS PROVIDED “AS IS,” “WHERE IS,” “AS AVAILABLE,” “WITH ALL FAULTS” AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT WARRANTY OF ANY KIND. LEAP DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE LICENSED PRODUCT, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES REGARDING QUIET ENJOYMENT, QUALITY OF INFORMATION, SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY AND PERFORMANCE OF THE LICENSED PRODUCT. LEAP DOES NOT WARRANT THAT THE LICENSED PRODUCT WILL MEET LICENSES REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT OTHER SECURITY MEASURES WILL BE SECURE OR EFFECTIVE. LICENSEE UNDERSTANDS AND AGREES THAT ITS INSTALLATION, USE AND ACCESS TO THE LICENSED PRODUCT IS AT ITS SOLE DISCRETION AND RISK AND THAT LICENSEE IS SOLELY RESPONSIBLE FOR ANY DAMAGES TO ITS COMPUTER, SOFTWARE AND THE LOSS OF DATA THAT RESULTS FROM THE USE THEREOF. LEAP ASSUMES NO RESPONSIBILITY FOR PROPER COLLECTION, VERIFICATION OR STORAGE OF DATA OR IMAGES. LICENSEE IS SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF ITS DATA AND SYSTEMS.

12.2. LEAP MAKES NOT GUARANTEE OR WARRANTY OF LEGAL COMPLIANCE OF THE FEDERAL TOXIC SUBSTANCES CONTROL ACT AND RELATED STATE LAWS, NOTWITHSTANDING THE INCLUSION IN ANY FORMS OR DOCUMENTATION.

12.3. ANY FORMS OR DOCUMENTS PROVIDED OR USED IN ACCORDANCE WITH THE FEATURES OF THE LICENSED PRODUCT ARE INTENDED TO BE OPERATIONAL IN NATURE AND ARE NOT DESIGNED TO BE LEGAL DOCUMENTS AND DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR BUSINESS ADVICE. WHILE SUCH FORMS MAY ASSIST YOU IN COMPLYING WITH APPLICABLE LAWS AND REGULATIONS, IT IS SOLELY YOUR RESPONSIBILITY TO ENSURE THAT YOUR BUSINESS COMPLIES WITH ALL APPLICABLE LAWS AND REGULATIONS. LEAP DOES NOT PROVIDE LEGAL, TAX, ACCOUNTING OR BUSINESS ADVICE AND PRIOR TO UTILIZING ANY FORM OR

DOCUMENTATION OFFERED BY OR THROUGH THE LICENSED PRODUCT, LEAP RECOMMENDS THAT YOU CONSULT WITH EXPERIENCED AND APPROPRIATE PROFESSIONALS BEFORE USING ANY FORMS OR DOCUMENTS.

13. **LIMITATION OF LIABILITY AND DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LEAP BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY, OR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOSS OF DATA AND BACKED-UP DATA, BUSINESS INTERRUPTION OR LOST REVENUES, ARISING OUT OF LICENSEE'S USE OR INABILITY TO USE THE LICENSED PRODUCT, EVEN IF LEAP HAS BEEN ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGES (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE). IN NO EVENT SHALL LEAP'S CUMULATIVE LIABILITY, FOR DAMAGES OF ANY TYPE TO LICENSEE OR ANY THIRD PARTY EXCEED THE AMOUNT PAID BY LICENSEE TO LEAP PURSUANT TO THIS AGREEMENT WITHIN THE THREE (3) CALENDAR MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY.
14. **Indemnification.** Licensee shall indemnify and hold harmless Leap and its members, employees, and agents from and against any and all claims, causes of action, proceedings, damages, liabilities, losses, costs and expenses, including attorneys' fees and costs (collectively, "**Claims**"), by a third party arising from Licensee's use or misuse of the Licensed Product. Leap shall indemnify and hold harmless Licensee and its employees and agents from any and all Claims, by a third party alleging that the Licensed Product is infringing such third party's intellectual property rights.
15. **Relationship with Consumers.** Licensee is solely responsible for its interactions with consumers. Consumers' rights under contracts a consumer enters into with you are governed by the terms of such contracts and by applicable federal, state, provincial and local laws. Should a consumer have a dispute with you, the consumer must address such dispute with you directly. We are not a party or third- party beneficiary to the contracts between you. You agree to fully cooperate in the event we receive a complaint from a consumer about you or your services.
16. **Governing Law, Jurisdiction, and Costs of Enforcement.** This Agreement shall be governed in all respects by the laws of the State of Maryland without regard to its conflict of laws provisions. The parties agree that the exclusive venue and jurisdiction for all disputes arising out of or relating to this Agreement shall be in the District or Circuit Courts for Montgomery County, Maryland. The parties hereby consent to the exclusive venue and jurisdiction of such courts and agree to accept service of process pursuant to Maryland Rules and procedures. The parties further agree that this Agreement shall be deemed to have been entered into in the State the Maryland for purposes of jurisdiction. Leap shall be entitled to recover all costs and expenses, including attorneys' fees and costs, incurred in enforcing, attempting to enforce, or defending any of the terms, covenants or conditions of this Agreement, including costs incurred prior to commencement of legal action and in any appeal.
17. **RELEASE.** IN EXCHANGE FOR THE SERVICE PROVIDED BY US AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, LICENSEE EXPRESSLY AGREES TO RELEASE LEAP, ITS OFFICERS, DIRECTORS, AFFILIATES, PARENT COMPANIES, PARTNERS, EMPLOYEES AND AGENTS FROM ANY CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES AND DAMAGES (DIRECT AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE YOU HAVE, EXCEPT THAT THIS RELEASE DOES NOT APPLY TO CLAIMS BY YOU DIRECTLY ARISING OUT OF LEAP'S MATERIAL BREACH OF THIS AGREEMENT, OR TO THE EXTENT THE FOREGOING RELEASE IS PROHIBITED BY LAW. IF YOU ARE A CALIFORNIA

RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

18. **Severability and Modification by Court.** If any term or provision of this Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered. Notwithstanding the above, it is the intent and desire of the parties that this Agreement and all of its terms be enforceable and in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified by the court so that each and every provision hereof is enforceable to the maximum extent permitted by law.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between Leap and Licensee with respect to the subject matter hereof and there are no representations, understandings or agreements that are not fully expressed in this Agreement. This Agreement shall supersede all other agreements between the parties, whether written or oral. This Agreement may not be assigned by Licensee without the prior written consent of Leap, provided that, in the event that a third party acquires all or substantially all of the business of Licensee, consent to assignment shall not be required. This Agreement shall be binding upon the parties and their respective successors and permitted assigns. The failure of Leap to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, nor prevent Leap from thereafter enforcing each and every other provision of this Agreement. The rights granted herein are cumulative and shall not constitute a waiver of Leap's right to assert all other legal remedies available to it under the circumstances.
20. **Notices.** Any notices required or permitted hereunder shall be in writing and hand delivered or sent by United States registered, certified or express mail, postage prepaid, return receipt requested, or by a recognized national overnight shipping company such as FedEx or UPS addressed to the party at its address listed in this Agreement, or via email with confirmation of delivery, or to such other address as said party may designate in writing from time to time. Notice shall be deemed given when received (as indicated by the return receipt or otherwise) or on the date such notice is first refused, if that be the case.
21. **Headings.** The heading of each section is inserted for convenience of reference only, and is not intended to be a part of or to affect the meaning or interpretation of this Agreement.
22. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY DISPUTES ARISING OUT OF THIS AGREEMENT.
23. **Force Majeure.** Neither party will be liable for any delay in performance or failure to perform, other than paying any Fees, resulting from circumstances beyond its control.