

PROACTIVE PROTECT USA

SERVICE INVOICE TERMS AND CONDITIONS

1. Applicability. The Estimate or Invoice and these terms and conditions (together, the “**Agreement**”), constitute a contract for the services as described on the applicable Estimate or Invoice (“**Services**”) and/or for the sale of products as described on the applicable Estimate or Invoice (“**Products**”) between Proactive Protect USA, LLC (“**Service Provider**”) and the customer identified on the applicable Estimate or Invoice (“**Customer**”). This Agreement is binding upon Service Provider and Customer upon the earlier of Customer’s execution of the applicable Estimate or Invoice, the commencement of the Services, or delivery of the Products. The Agreement contains the only terms that govern the Services and/or Products, comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Customer and Service Provider agree that invoices presented by Service Provider following the delivery of Services and/or Products will also be considered “Invoices” and deemed to be part of the Agreement and subject to the terms and conditions hereof.

2. Customer's Acts or Omissions. If Service Provider's 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, Service Provider 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.

3. Fees and Expenses; Payment Terms; Interest on Late Payments. In consideration of the provision of the Services and/or Products by Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Agreement. Customer shall pay all invoiced amounts due to Service Provider immediately upon completion of the Services and/or delivery of the Products (on a per visit/delivery basis) and presentation of Service Provider's Service Invoice(s) to Customer. Customer shall make all payments hereunder in US dollars via Venmo @Proactive-Protect, credit card, check, or ACH transfer. In the event payments are not received by Service Provider within 30 days after becoming due, Service Provider may (i) charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (ii) suspend performance for all Services and Products until payment has been made in full.

4. Scheduling; Cancellation Policy for Service. The Services will be provided and/or the Products will be delivered based on the estimated dates and intervals set forth on the front side of this Service Invoice or as otherwise mutually agreed upon in writing by Customer and Service Provider. If Customer elects a one-time delivery of Services, Customer will have the right to cancel the Services only if it provides written notice to Service Provider at least 24 hours prior to the scheduled time for the Service. Customer will be obligated to pay the full amount owed for the Services if cancellation occurs within 24 hours. If Customer has elected to receive Services and/or Products on a recurring basis over a Term of months as specified in the Agreement and cancels the Services and/or Products prior to the

expiration of the Term, as liquidated damages and not as a penalty, Customer must pay to Service Provider upon demand an amount equal to 50% of the amount that would have been paid over the remaining balance of the Term, which amount shall be based on the average charges for Services and/or Products prior to such cancellation (or the estimated average charge specified in the Agreement if no Services and/or Products had been provided before cancellation). Customer and Service Provider agree that determination of actual damages in the event of early termination cannot be calculated with certainty and that the liquidated damages amount specified herein represents a reasonable estimate of damages.

5. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

6. Limited Warranty. Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The Service Provider shall not be liable for a breach of the Warranty unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within three days after the Services are performed. If the limited warranty provided herein has not been fulfilled, Service Provider shall, in its sole discretion, either (i) re-perform such Services to the extent necessary to deliver the Services in accordance with the limited warranty; or (ii) credit or refund the price of such Services at the pro rata contract rate. Service Provider makes no warranty regarding the products used in performing the Services or the Products delivered to Customer and Customer may only look to the manufacturer of the products or Products for satisfaction of any applicable manufacturer warranty.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, THE REMEDIES SET FORTH IN SECTION 6 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 6.

7. Disclaimer of Warranties. **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 6 ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, SERVICES, OR ANY PRODUCTS OR SUPPLIES USED IN PERFORMING THE SERVICES, INCLUDING 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. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT SERVICE PROVIDER HAS NOT AND CANNOT GUARANTEE THAT THE PRODUCTS OR SERVICES WILL ELIMINATE CONTAMINANTS FROM SURFACES OR PREVENT THE TRANSMISSION OR SPREAD OF VIRUSES, BACTERIA, OR OTHER PATHOGENS, INCLUDING ANY STRAIN OF CORONAVIRUS.**

8. Limitation of Liability. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT.

9. Indemnification. Customer agrees to protect, indemnify, defend and hold harmless Service Provider and its agents, assigns, associates, contractors, employees, owners, and successors for all claims, damages, lawsuits, demands, actions, or harm ("Claims") alleged by Customer, its employees, agents, assigns, associates, contractors, employees, owners, successors, or any other third party arising out of the Services, excluding Claims to the extent arising due to the gross negligence or willful misconduct of Service Provider.

10. Force Majeure. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

11. Miscellaneous. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Agreement. All matters arising out of or relating to this Agreement are governed by and

construed in accordance with the laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Kansas. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the state court located in Johnson County, Kansas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Service Invoice or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by registered mail. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party. Execution of this Agreement may be effectuated by the exchange of facsimile or electronic signatures of the representatives of each party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.