

JobPlanner LLC Service Provider Agreement

This Services Agreement ("Agreement") dated as of x/xx/2025 by and between JobPlanner LLC ("Service Provider"), and XXXX("Client"). Service Provider and Client are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, Service Provider provides a SaaS product with the ability for the Client to use a Project Management Platform and other construction management tools as the Service Provider makes available to client;

NOW, THEREFORE, in consideration of the foregoing and the respective agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions

- 1.1. "Services" means the development, hosting and maintenance of Client's Integrated Project Management access on the Service Provider's server through which all vendor communication with the Client will be done.
- 1.2. "Project Management Software" means the access to all of the features contracted by the client.
- 1.3. "Technology Services" means the development and hosting of the Services.
- 1.4. "Statement of Work" means the document provided by Service Provider to Client regarding Professional Services and customization items not included in Set-up Services.
- 1.5. "Vendors" means contacts, whether an individual or Company the Client adds to their Address Book.
- 1.6. "Software" means Service Provider' proprietary software including the application logic (source code and object code), databases, user interface, embedded business processes, integrations, and any modifications, error corrections, updates, enhancements, and upgrades.
- 1.7. "Authorized User" means an employee or representative of the Client who has signed a User Agreement and been provided a login ID and unique password to the Project Management product.
- 1.8. "Authorized Use" means (a) use of the Project Management product by the Authorized Users of the product, solely (i) for Client's own internal business purpose and (ii) for use by Authorized Users.
- 1.9. "Authorized User Functionality" means the password-protected portion of the Project Management system that is made available for use by Authorized Users.
- 1.10. "Professional Services" means the provision of custom professional and other consulting services by Service Provider to Client as described in Statements of Work.
- 1.11. "Third-party Vendors" means any company or website, whether public or private, which Service Provider must utilize to fulfill integration services..
- 1.12. "Report" means each individual report processed through the system, if applicable.

2. Provision of Services.

2.1 Outline of Services. Service Provider will provide the Services described on Attachment 1, if applicable and attached hereto and incorporated herein by this reference.

2.2. Use of Services; Exclusivity. Client will use the Services solely for the purpose of managing their team members and vendors on their construction projects.in connection with the operation and management of Client's business operations.

3. Fees and Payment Terms

- 3.1. **Client Fees.** Client, pursuant the payment methods provided in Section 3.3 herein, shall pay Service Provider applicable fees for Services as described in Attachment 1, if applicable.
- 3.2. **Change Request by Client.** If Client requests a change to the Project Management platform after completion of the Set-up Services, Service Provider will provide a cost for approval to Client in the form of a Statement or Work. Upon Client acceptance and signature endorsement of the Statement of Work, this cost will be invoiced to Client.
- 3.3. **Payment Method.** Payment shall be submitted in accordance with one of the two methods described below:
 - 3.3.1. Credit Card.
 - 3.3.2. Check sent to the following address:
JobPlanner LLC
P.O. Box 26657
Scottsdale, AZ 85255
- 3.4. **Payment Terms:** If applicable, Client hereby agrees to pay Service Provider for the Services not later than thirty (30) days of invoice date unless otherwise specified in the applicable invoice. All payments will be made in U.S. dollars. Notwithstanding any provision of this Agreement, Service Provider may submit invoices by confirmed email to the email address set forth in Attachment 1.
- 3.5. **Fees for Professional Services.** Client will pay Service Provider for Professional Services on a time and materials basis at Service Provider' then current consulting rates based on the actual number of hours spent by Service Provider personnel to provide the Services unless otherwise specified in the applicable Statement of Work. Fees for Professional Services will be invoiced when the Statement of Work is signed.

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- 3.6. **Reimbursement of Expenses.** Client agrees to reimburse Service Provider for all travel- related and other out-of-pocket expenses incurred in the performance of Professional Services and Training Services, provided such expenses have been pre-approved by Client.
4. **Term and Termination.**
- 4.1. **Term.** The term of this Agreement shall begin on the date hereof and shall continue in full force and effect for the period of time listed on Attachment 1 thereafter (the "Initial Term"), unless terminated earlier in accordance with Sections 4.2 or 4.3 below. At the end of the Initial Term and each anniversary date thereafter, this Agreement shall automatically extend for a one (1) year period, unless either party provides at least thirty (30) days prior written notice to the other of the notifying party's intent to terminate this Agreement at the conclusion of the Initial Term or at the conclusion of any subsequent one (1) year extension period.
- 4.2. **Termination Due to Default.** This Agreement may be terminated by either party in the event that the other party shall be in default with respect to any of the terms of this Agreement and such defaulting party shall fail to cure the default within thirty (30) days after receipt of written notice detailing such default.
- 4.3. **Termination Due to Breach of Confidentiality; Appointment of Receiver.** This Agreement may be terminated immediately by either party if: (i) the other party shall fail to observe or perform its confidentiality obligations set forth herein; or (ii) a receiver or trustee shall be appointed for the other party or for any substantial part of its assets.
- 4.4. **Return of Client Confidential Information.** Upon termination of this Agreement for any reason whatsoever or at the request of the Client, the Service Provider shall: (i) deliver promptly to the Client all of the Client's Confidential Information in the Service Provider's possession or under its control; and (ii) permanently destroy (including deletion of permanent and temporary files, if any, stored on computers or other electronic devices) all of Client's Confidential Information in its possession that is in electronic or other intangible form. If requested by Client, Service Provider shall deliver a certificate to Client certifying that it has satisfied the requirements of this Section 4.4.
5. **Client Obligations.**
- 5.1. **Access to the World Wide Web.** Client agrees to obtain access to the World Wide Web in order to use the Services.
- 5.2. **Availability of Client Resources.** To the extent reasonably required by Service Provider, Client will make available to Service Provider certain of its facilities, telecommunications support, records, data, computer resources, software programs, personnel, and other relevant information as required in performance of any services hereunder or as specified on any applicable Statement of Work. Client will ensure that competent personnel are available during normal working hours to provide information and other support to Service Provider while providing services under this Agreement.
6. **Ownership and Intellectual Property Protection.**
- 6.1. **Ownership.** Service Provider retains all right, title and ownership of (a) the Services, including the Software, and any and all proprietary rights with respect to the Services, the Software, and any documentation, specifications, training materials or other materials relating to the Services and Software, (b) the sequence, structure and organization of the Services and Software, including functionality provided by the Services and Software, (c) any deliverables or other services provided under this Agreement, (d) Proprietary Information of Service Provider, and (e) any patent rights, copyrights, trade secrets, trademarks, trade names, service marks, designs or design marks, proprietary inventions, and other information included within any of the items described in clauses (a) through (d). Nothing in this Agreement is intended to convey any rights therein to Client, other than the right to use the Services and other services provided by Service Provider in the manner and to the extent permitted in this Agreement. All suggestions, solutions, improvements, corrections, derivative works, and other contributions by Client regarding the Services, Software, Proprietary Information of Service Provider, and other services provided hereunder will become the property of Service Provider and Client hereby agrees to assign any such rights to Service Provider.
- 6.2. **Proprietary Information.**
- 6.2.1. As used in this Agreement, "Proprietary Information" means all information disclosed by one party ("disclosing party") to the other party ("receiving party"), before or after the Effective Date, and generally not publicly known, whether tangible or intangible and whether stored, compiled or memorialized physically, electronically, graphically, photographically or in any other media, as well as any information generated by the receiving party to the extent that it contains, reflects, or is derived from Proprietary Information. Proprietary Information includes, without limitation, (i) information that can be used in the operation of and is sufficiently valuable and secret to afford the disclosing party with actual or potential economic advantage, (ii) financial, technical, economic, and design information, plans and strategies, whitepapers, reports, forecasts, know-how, systems, processes, research and development, methods, formulas, protocols, processes and techniques, discoveries, inventions, and ideas, (iii) business information, including information about products, services, employees, Vendors, customers, customer lists, new, improved or future products or services, market research or plans, (iv) databases, software, algorithms, models, or strategies, information relating to proprietary computer code, and computer and network hardware and configurations, (v) information that is a trade secret or is subject to trade secret or similar regulation under any state or federal statute or regulation, (vi) information of or about third persons known to the disclosing party which is subject to restrictions on use and/or disclosure by the disclosing party, (vii) the fact that discussions are taking place about a possible alliance, acquisition or other similar transaction, and (viii) information labeled "confidential" or "proprietary" otherwise marked with a restriction on disclosure (however, information is not required to be so marked to be Proprietary Information).
- 6.2.2. The receiving party agrees (i) to protect Proprietary Information by using the same degree of care but no less than a reasonable degree of care as it uses to safeguard its own confidential or proprietary information of a like nature from unauthorized use, disclosure, or dissemination, (ii) to use the disclosing party's Proprietary Information only in connection with exercising its rights and performing its obligations under this Agreement; and (iii) to restrict access to Proprietary Information to only its employees who require such access in the course of their assigned duties and responsibilities and who have been informed of the receiving party's obligations of confidence and have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. The receiving party will enforce such obligations unless otherwise authorized in writing by the disclosing

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party. In the event that any Proprietary Information is required to be disclosed pursuant to any law, code or regulation, the receiving party will give the disclosing party immediate notice thereof and will use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect thereto.

7. **Confidentiality.** Client hereby acknowledges that the Vendor information it receives under this Agreement, if applicable may include the personal information of individuals and non-public information on Vendors and, as such, requires Client treat such personal information as confidential. Service Provider hereby acknowledges that any personal and proprietary information obtained in providing Services to the Client shall be treated as confidential and, as such, Service Provider will not disclose such confidential information to any third party without the prior written consent of Client or as required by law. Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this

Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

8. Representations, Warranties and Covenants

8.1. **Representations, Warranties and Covenants of Client.** Client hereby represents, warrants, covenants and agrees that:

- 8.1.1. Client is a corporation, partnership or limited liability company duly and properly incorporated or organized, as the case may be, validly existing and (to the extent such concept applies to such entity) in good standing under the laws of its jurisdiction of incorporation or organization and has all requisite authority to conduct its business in each jurisdiction in which its business is conducted;
- 8.1.2. Client has the power and authority and legal right to execute and deliver this Agreement and to perform its obligations thereunder. The execution and delivery by Client of this Agreement and the performance of its obligations hereunder have been duly authorized by proper proceedings, and constitute legal, valid and binding obligations of Client enforceable against Client in accordance with the terms herein;

9. Representations, Warranties and Covenants of Service Provider.

- 9.1 Service Provider hereby represents, Jobplanner LLC validly existing and (to the extent such concept applies to such entity) in good standing under the laws of its jurisdiction of incorporation or organization and has all requisite authority to conduct its business in each jurisdiction in which its business is conducted;
- 9.2 Service Provider has the power and authority and legal right to execute and deliver this Agreement and to perform its obligations thereunder. The execution and delivery by Service Provider of this Agreement and the performance of its obligations hereunder have been duly authorized by proper proceedings, and constitute legal, valid and binding obligations of Service Provider enforceable against Service Provider in accordance with the terms herein;
- 9.3 Service Provider has and will maintain a policy regarding the use of Vendor Information to ensure that Vendor Information is used fairly and in compliance with all applicable laws, rules and regulations.

10. Limitation of liability

- 10.1.1. Subject to the Client's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- 10.1.2. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 10.2. **Relationship of the Parties.** The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents, or subcontractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship, or otherwise between the parties.
- 10.3. **Notices.** Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission, or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:
- 10.3.1. first class post, 2 days from the date of posting;
- 10.3.2. hand or by facsimile transmission, on the date of such delivery or transmission; and
- 10.3.3. Electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

11. Indemnification.

- 11.1 **Indemnification by Service Provider.** Service Provider hereby agrees to defend, indemnify, and hold harmless Client, its officers, directors, employees, stakeholders, agents, affiliates and representatives, from any and all suits, actions, losses, damages, claims, demands, fines, penalties, or liabilities of any character, type, or description, including any and all costs and expenses, including reasonable attorney's fees, arising out of, or occasioned by, directly or indirectly, any breach of this Agreement by Service provider.
- 11.2 **Indemnification by Client.** Client hereby agrees to defend, indemnify, and hold harmless Service Provider, its officers, directors, employees, stakeholders, agents, suppliers and representatives, from any and all suits, actions, losses, damages, claims, demands, fines, penalties or liability of any character, type, or description, including any and all costs and expenses, including reasonable attorney's fees,

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arising out of, or occasioned by, directly or indirectly, the use of the Services or Vendor Information by Client, or breach of this Agreement by Client.

- 11.3 **Survival.** The obligations of this Section shall survive the termination of this Agreement and shall be cumulative with any other remedies under this Agreement.

12. Marketing.

- 12.1 **Identification as a Customer.** Client agrees that Service Provider may identify Client as a customer of Service Provider in Service Provider's promotional and marketing materials as well as in Service Provider's oral and visual presentations to prospective customers.
- 12.2 **Data Usage.** Service Provider may use Client data regarding use of the Service on a consolidated basis for Service Provider's internal purposes as part of its overall statistics, marketing or promotion (provided that such data is not personally identifiable). Client data not personally identifiable may include average number of users per client type, average number of invitations to bids created by all Service Provider Clients between a selected timeframe, or other non-identifiable statistical data on how client users utilize the Software or Service.

13. Miscellaneous

- 13.1 **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the Parties created in this Agreement shall be deemed performable in Scottsdale, AZ.
- 13.2 **DISPUTE RESOLUTION.** EXCEPT AS PROVIDED BELOW, IN THE EVENT OF ANY DISPUTE, CLAIM OR DISAGREEMENT ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE NEGOTIATION, EXECUTION, INTERPRETATION, PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, THE PARTIES SHALL FIRST SUBMIT THE DISPUTE, CLAIM OR DISAGREEMENT TO NON-BINDING MEDIATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH ITS COMMERCIAL MEDIATION PROCEDURES. THE PLACE OF MEDIATION SHALL BE SCOTTSDALE, AZ. IF THE DISPUTE, CLAIM OR DISAGREEMENT IS NOT RESOLVED WITHIN 30 DAYS AFTER THE INITIAL MEDIATION MEETING AMONG THE PARTIES AND THE MEDIATOR, OR IF THE MEDIATION IS OTHERWISE TERMINATED, THEN EITHER PARTY MAY SUBMIT THE DISPUTE, CLAIM OR DISAGREEMENT TO BINDING ARBITRATION ADMINISTERED BY THE AAA IN ACCORDANCE WITH THE PROVISIONS OF ITS COMMERCIAL ARBITRATION RULES (THE "RULES") AND, EXCEPT AS PROVIDED BELOW, SUCH ARBITRATION SHALL BE THE SOLE MEANS OF DISPUTE RESOLUTION. THE PLACE OF ARBITRATION SHALL BE SCOTTSDALE, AZ. THE ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR SELECTED IN ACCORDANCE WITH THE RULES, UNLESS THE PARTIES OTHERWISE AGREE TO ONE ARBITRATOR. ANY MEDIATOR OR ARBITRATOR SELECTED UNDER THIS SECTION 13.2 SHALL BE A PRACTICING ATTORNEY EXPERIENCED IN COMMERCIAL AGREEMENTS AND ACQUISITIONS AND SHALL NOT HAVE BEEN EMPLOYED OR ENGAGED BY OR AFFILIATED WITH EITHER OF THE PARTIES OR THEIR RESPECTIVE AFFILIATES. EACH PARTY SHALL INITIALLY BEAR ITS OWN COSTS AND EXPENSES IN CONNECTION WITH ANY MEDIATION OR ARBITRATION HEREUNDER, INCLUDING, WITHOUT LIMITATION, ITS ATTORNEYS' FEES, AND AN EQUAL SHARE OF THE MEDIATOR'S OR ARBITRATOR'S AND ADMINISTRATIVE FEES OF MEDIATION OR ARBITRATION. THE DECISION OF THE ARBITRATORS SHALL BE IN WRITING. JUDGMENT UPON AN ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION AND SHALL BE FINAL, BINDING AND NON-APPEALABLE. NOTWITHSTANDING ANYTHING IN THIS SECTION 13.2 TO THE CONTRARY, EACH PARTY SHALL BE ENTITLED TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF WITHOUT FIRST SUBMITTING THE MATTER TO MEDIATION OR ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 13.2, EVEN IF A SIMILAR OR RELATED MATTER HAS ALREADY BEEN REFERRED TO MEDIATION OR ARBITRATION IN ACCORDANCE WITH THE TERMS OF THIS SECTION 13.2). VENUE FOR ANY ACTION PERMITTED TO BE BROUGHT IN COURT UNDER THIS SECTION 13.2 SHALL BE THE APPROPRIATE STATE AND FEDERAL COURTS LOCATED IN SCOTTSDALE, AZ.
- 13.3 **Parties Bound.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 13.4 **Assignment.** Both Parties may assign this Agreement through merger or sale of substantially all of its assets.
- 13.5 **Performance.** Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control including, but not limited to, acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- 13.6 **Waiver; Severability.** A failure of any Party at any time to enforce or require performance of any of the provisions, terms or requirements of this Agreement shall in no way affect the full right of that Party to enforce or require performance at any time thereafter. In the event that any one of the provisions, terms or requirements of this Agreement are for any reason held to be invalid, illegal or unenforceable, the remaining provisions, terms and requirements shall remain valid, legal and enforceable.
- 13.7 **Entire Agreement.** This Agreement, including Attachment 1, if applicable contains the entire agreement by and between the Parties hereto relating to the subject matter contained herein. No agreement, conversation or representation between any officers, agents or employees of the Parties hereto either before or after the execution of this Agreement shall affect or modify any of the terms or obligations herein contained.
- 13.8 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Any party to this Agreement may execute and deliver this Agreement by an executed signature page transmitted by electronic delivery, provided that such party promptly thereafter delivers an originally executed signature page. Any failure to deliver such an originally executed signature page after delivering an executed signature page transmitted by electronic delivery, however, shall not affect the validity, legality, or enforceability of this Agreement.
- 13.9 **Headings.** The headings in this Agreement are inserted for clarification and identification only, and are in no way intended to describe, interpret, define or limit the scope or intent of any of the provisions of this Agreement.
- 13.10 **Amendment.** This Agreement may be modified only by a written agreement signed by **both the Client, and Service Provider.**

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AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

SIGNED by: _____

Printed Name: _____

“Client”

SIGNED by: _____

Printed Name: **DeWayne Adamson “Service**

Provider