

TERMS AND CONDITIONS

1. Applicability. These terms and conditions (these “Terms and Conditions”), together with the Membership Election, constitute the only terms that govern the provision of Healthy Home Plan Services by Service Provider to Customer (as each are identified in the Membership Election). The Membership Election and these Terms and Conditions comprise the entire agreement (collectively, the “Agreement”) between Customer and Service Provider, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and Conditions and the Membership Election, the Membership Election will govern. Capitalized Terms not defined herein will have the meanings set forth in the Membership Election.

2. Services; Membership Plan Levels; Fees. Service Provider will provide the applicable services described below (the “Services”) to Customer in accordance with these Terms and Conditions. All Services will be performed only by an authorized technician employed or engaged by and at the discretion of Service Provider (the “Service Contractor”). Service Provider has the sole and absolute right to (i) select the Service Contractor to perform the service, including engaging independent contractors to perform the Services, and (ii) determine the rates and other pricing terms under which the Service Contractors will be compensated by the Service Provider. The different Healthy Home Plans (each a “Plan”), their Services, costs and associated fees are set forth below.

| HEALTHY HOME PLANS | |
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| <p>White Glove*</p> <p>Membership Fee: \$49.95 per month or \$649.00 annually</p> | <p>Services:</p> <p>Choose 4 of the following Safety Inspections per year:</p> <ul style="list-style-type: none"> • Electrical Safety Inspection • Plumbing Safety Inspection • Cooling System Safety Inspection • Heating System Safety Inspection <p>PLUS each of the following:</p> <ul style="list-style-type: none"> • Furnace Cleaning (once per year) • Service Panel Refresh/Tune Up (once per year) • Hydro Wash Condenser Cleaning (once per year) • Tank/Tankless Water Heater Flush (once per year) • Main Sewer Line Camera inspection (once per year) • 5% Off System Replacements |
| <p>Platinum*</p> <p>Membership Fee: \$29.95 per month or \$399.00 annually</p> | <p>Services:</p> <p>Choose 4 of the following Safety Inspections per year:</p> <ul style="list-style-type: none"> • Electrical Safety Inspection • Plumbing Safety Inspection • Cooling System Safety Inspection • Heating System Safety Inspection |
| <p>Gold*</p> <p>Membership Fee: \$22.95 per month or \$299.00 annually</p> | <p>Services:</p> <p>Choose 3 of the following Safety Inspections per year:</p> <ul style="list-style-type: none"> • Electrical Safety Inspection • Plumbing Safety Inspection • Cooling System Safety Inspection • Heating System Safety Inspection |

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| <p>Silver*</p> <p>Membership Fee: \$14.95 per month or \$199.00 annually</p> | <p>Services:</p> <p>Choose 2 of the following Safety Inspections per year:</p> <ul style="list-style-type: none"> • Electrical Safety Inspection • Plumbing Safety Inspection • Cooling System Safety Inspection • Heating System Safety Inspection |
| <p>*FEES APPLICABLE TO ALL PLANS (“Additional Fees”): In addition to the above Membership Fees, Customer will pay all incidental costs incurred in connection with the Services, including but not limited to, any of the following: refrigerant costs, overtime charges for Services performed outside of a Service Contractor’s normal business hours, costs of replacement parts (other than a thermocouple), and costs related to the repair, update, or conduct additional testing that is identified or recommended by the Service Provider and Service Contractor in the course of performing the Services. Customer will also pay dispatch fees (including a \$89.00 dispatch fee during regular working hours and a \$199.00 dispatch fee during non-regular working hours) for any service calls not included in the inspections included in the Plan.</p> | |
| <p style="text-align: center;"><u>Automatic Renewal.</u></p> <p>Plans will automatically renew until terminated. Customer’s designated payment method will be charged for the Membership Fee on each renewal date.</p> <p><u>Termination: Customer may terminate enrollment in a Plan by calling the number on the Membership Election or sending an email to the email address on the Membership Election. Terminations must be submitted at least three business days before a renewal.</u></p> <p>Monthly Payment Option: Plans renew on a monthly basis on the 15th calendar day of each month (if the 15th is not a business day, the agreement will renew on the next business day). Customer may cancel the Plan at any time after four (4) months from the enrollment date.</p> <p>Annual Payment Option: Plans renew annually on the anniversary of Customer’s enrollment date.</p> | |

Customer may choose to enroll in a Plan on a month-to-month basis or an annual basis. All Plans automatically renew. Month-to-month plans have a minimum four (4) month commitment and may then be cancelled as set forth above. Annual plans renew annually as set forth above.

3. **Service Call.** Customer must contact the Service Provider at (970) 818-0549 to schedule a service appointment. All service calls will occur during regular working hours (8:00am-5:00pm, Monday through Friday). Services provided outside regular working hours will be subject to the additional dispatch fees described above.

4. **Service Limitations.** Service Provider will not be responsible for performing any services not specifically described above as the “Services” applicable to the Plan selected in the Membership Election. The Services will be performed only on the equipment described on the Membership Election, which equipment is located exclusively at the service address identified in the Membership Election. 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.

5. Plan Eligibility Requirements. In order to be covered by the Plan, Customer will (a) be current on all Membership Fees and Additional Fees (as defined below) owed to Service Provider, (b) have a heating or cooling unit that has been installed to meet local, state, and federal codes, and (c) satisfy manufacturer requirements for safe and proper operation of the applicable equipment. Services to be provided under each Plan are for owned or rented residential-use property only. If the service address identified in the Membership Election is a rental property, Customer represents that Customer is authorized to perform the specified Services to the applicable equipment. Service Provider may refuse, in its sole discretion, to provide Service or deny enrollment under the Plan if eligibility requirements are not met.

6. Customer's Obligations. Customer will cooperate with Service Provider and Service Contractor in all matters relating to the Services and provide such access to Customer's premises, applicable equipment, and other facilities as may reasonably be requested by Service Provider or Service Contractor, for the purposes of performing the Services.

7. Payment.

(a) Payment and Billing. Customer agrees to pay the Membership Fees and other fees contemplated in this Agreement using the payment method set forth on the Membership Election. Customer will pay for the initial Membership Fee on the Effective Date. Customers selecting the monthly payment option will be billed the applicable Membership Fee on the 15th day of each calendar month (or if the 15th is not a business day, on the next business day). The Membership Fee for any partial month will be prorated based on the number of calendar days during such month in which Customer participated in the Plan. Customers selecting the annual payment option will be billed the applicable Membership Fee on the 15th day of the calendar month that is 12 months following the Effective Date.

(b) Additional Fees. All other billed amounts, including the Additional Fees will be billed and payable upon completion of the applicable services and will be subject to a separate payment authorization or agreement.

(c) Form of Payment. Customer will make payments hereunder in U.S. dollars via the payment method set forth on the Membership Election.

8. Term. This Agreement will remain in effect until terminated by either party pursuant to Section 9. Monthly subscriptions may only be terminated after four (4) months from the effective date.

9. Termination.

(a) Customer's Right Termination Right. Monthly Plan enrollments are subject to a minimum four (4) month term. After any minimum required term, Customer may terminate enrollment in a Plan at any time by calling the number on the Membership Confirmation or sending an email to the email address on the Membership Confirmation.

(b) Service Provider's Termination Right. Service Provider may terminate this Agreement with immediate effect upon written notice to Customer if: (i) Customer fails to pay any amount when due under this Agreement, (ii) Customer has not otherwise performed or complied with any of the terms of the Membership Confirmation or these Terms and Conditions, in whole or in part, (iii) Service Provider is required to do so by any regulatory authority, (iv) Customer moved to a new service address and failed to notify Service Provider in writing prior to moving, or (v) if Service Provider, for its convenience and in its sole discretion, makes a commercial decision to discontinue the Plan or to discontinue Customer's specific participation in the Plan. If Service Provider terminates this Agreement pursuant to this Section 9(b) it will reimburse any Membership Fee that has been paid by Customer for prospective services for the period following termination.

10. Effect of Termination. Except as set forth in the arbitration provision, after termination a Plan, neither Customer nor Service Provider will have any further rights or obligations under this Agreement except that Customer will be required to pay for any services provided prior to such termination that were not covered Services under the Plan.

11. Taxes. Customer will be responsible for all taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

12. Customer's Acts or Omissions. If Service Provider or Service Contractor's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, or consultants, Service Provider and Service Contractor will 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.

13. Limitation of Liability. **TO THE FULLEST EXTENT ALLOWED BY LAW, SERVICE PROVIDER, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR WILL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, 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. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LIABILITY OF SERVICE PROVIDER, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR WILL BE LIMITED TO THE AMOUNT PAID UNDER THE PLAN(S) BY CUSTOMER DURING THE PREVIOUS TWELVE MONTHS. SERVICE PROVIDER IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY THE SERVICE CONTRACTOR OUTSIDE OF THE SCOPE OF THE PLAN.**

14. Disclaimer of Warranties. **SERVICE 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 APPLICABLE EQUIPMENT OR SYSTEMS COVERED BY THE PLAN(S).**

15. Communication via Telephone and Text Message; Call Recording. Customer agrees that Service Provider and its agents (collectively, the "Communicating Parties") may communicate with Customer using an automatic telephone dialing system and through the delivery of artificial and/or prerecorded voice messages. These communications may include calls and text messages related to upcoming appointments, missed or returned payments, information about the Service(s), other matters relating to the collection of amounts due under this Agreement or any other agreement with us, and Customer's relationship with Service Provider more generally. Customer agrees that the Communicating Parties may make these communications to any telephone number (including any wireless, landline, and voice over IP number) that Customer has given or gives to the Communicating Parties. Customer also agrees that the Communicating Parties may communicate with Customer by email, which may include marketing related emails, at any email address Customer has provided or provides to the Communicating Parties. Customer understands and agrees that the Communicating Parties may always communicate with Customer in any manner permissible by law that does not require Customer's prior consent. Customer understands that anyone with access to their telephone or email account may listen to or read these communications, including text messages and voicemail messages. Customer agrees that the Communicating Parties will not be liable for anyone accessing the communications or for any charges that Customer incurs in connection with any communications.

Customer agrees to notify Service Provider immediately if any information Customer has provided changes, such as a change in telephone numbers, email addresses, or if Customer is no longer the subscriber or usual user of a telephone number previously provided to the Communicating Parties. Customer agrees that the Communicating Parties may monitor and record Customer's telephone calls and other communications with the Communicating Parties.

To revoke consent for calls or text messages made with an automatic telephone dialing system and/or prerecorded and/or artificial voice messages, to the extent Customer has a right under applicable law, Customer may call Service Provider at 970-818-0549 or email healthyhome@allenph.com. To stop receiving text messages made with an automatic telephone dialing system, Customer may also reply "STOP" to any text message the Communicating Parties have sent. To stop receiving marketing emails, Customer must follow the opt-out instructions provided at the bottom of any such email.

16. Notices. All notices, requests, consents, Claims, demands, and other communications hereunder (each, a "Notice") will be in writing and addressed to the parties at the addresses set forth in the Membership Election or to such other address that may be designated by the receiving party in writing. All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), email, or certified or registered mail. In addition, Notices to Customer regarding the automatic renewal of this Agreement may be provided by U.S. mail or email and will be deemed delivered when sent. Service Provider may provide notifications to Customer for marketing or other purposes via (at its option) email to the primary email associated with Customers account, mobile notifications or hard copy. Customer may opt-out of receiving such notices by contacting Service Provider at 970-818-0549 or email healthyhome@allenph.com.

17. Assignment. This Agreement may be assigned by Service Provider without notice to Customer. Customer may not assign or otherwise transfer this Agreement without the prior written consent of Service Provider. Customer will 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.

18. Miscellaneous Terms. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and will be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or unenforceable in any jurisdiction will, 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 will 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 Agreement may be executed in one or more counterparts, all of which will constitute one and the same instrument. Any such counterpart, to the extent delivered electronically or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party will raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

19. Governing Law. The laws of the state in which the Customer's service address is located govern interpretation of this Agreement.

20. Amendment. The Service Provider may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. Service Provider will provide notice of any material change and information regarding cancellation to the Customer.

21. Arbitration. THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION UNLESS CUSTOMER REJECTS IT BY FOLLOWING THE INSTRUCTIONS BELOW.

This Section 20 is referred to as the "Arbitration Provision." Solely for purposes of this Arbitration Provision, the term "Service Provider" means (1) Service Provider, each of its subsidiaries, affiliates, successors and assigns, and any of their employees, officers, directors, agents and representatives; and (2) any third party (including but not limited to any Service Contractor) that Customer names along with Service Provider as defendants in a single proceeding. The Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), governs the interpretation and enforcement of this Arbitration Provision. We encourage Customer to call Service Provider before filing a Claim for arbitration to see if the dispute may be resolved prior to arbitration.

Except as otherwise required by law, any past, present or future claim, dispute, or controversy between Customer and Service Provider that arises from or relates to this Agreement or the Plan (individually and collectively, a "Claim") will be resolved by binding individual arbitration instead of by a judge or jury. The term "Claim" has the broadest reasonable meaning and includes, but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims; (4) claims arising out of advertising, promotions, solicitations, recommendations, transactions, payments, or oral or written communications; (5) claims

alleging breach of the Agreement; and (6) claims arising from the relationship(s) between Service Provider and Customer which result from the Agreement, the Plan or any of the foregoing. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred before this Arbitration Provision took effect. However, this Arbitration Provision will not apply to any Claim that was already pending in court before this Arbitration Provision took effect (although it will apply to new parties or new Claims that are added subsequently in the court action).

Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). Customer or Service Provider may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, it will be subject to arbitration. And (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including but not limited to the Class Action Waiver), which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide.

If a Claim is arbitrated, the following will apply:

(1) **JURY TRIAL WAIVER: NEITHER CUSTOMER NOR SERVICE PROVIDER WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR HAVE A JURY TRIAL ON A CLAIM.**

(2) **CLASS ACTION WAIVER: CUSTOMER AND SERVICE PROVIDER AGREE THAT EITHER PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN ONE PERSON'S OR PARTY'S CLAIMS WITH CLAIMS OF ANY OTHER PERSON OR ENTITY UNLESS ALL PARTIES OTHERWISE AGREE IN WRITING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER SHALL BE DETERMINED EXCLUSIVELY BY A COURT, AND NOT BY THE ADMINISTRATOR OR ANY ARBITRATOR.**

(3) The arbitration will be conducted 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 will be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules including the Supplementary Rules for Multiple Case Filings (collectively, "AAA Rules"), as modified by this Arbitration Provision. The AAA Rules are available on the AAA's website www.adr.org. If AAA is unavailable or unwilling to hear the dispute, the parties will agree to, or a court with jurisdiction will select, another arbitration provider. A single arbitrator will be appointed. The arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. Unless Customer and Service Provider agree otherwise, any arbitration hearing will take place in the federal judicial district where Customer resides.

(4) The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including but not limited to punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim. The arbitrator's award will be final and binding, except for limited rights of appeal provided by the FAA. Judgment upon the award may be entered in any court having jurisdiction.

(5) Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules or rules of the other administrator. However, if Customer tells Service Provider in writing that Customer cannot afford to pay the Arbitration Fees and was unable to obtain a waiver of fees from the AAA or other administrator, and if Customer's request is reasonable and in good faith, Service Provider will pay or reimburse

Customer for all or part of the Arbitration Fees. The parties shall bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(6) This Arbitration Provision is binding upon and benefits Customer and Customer's respective heirs, successors and assigns, and Service Provider and Service Provider's respective successors and assigns. This Arbitration Provision shall survive (1) any termination of this Agreement; (2) any completion of Services or payment in full, (3) any cessation of Customer's relationship with Service Provider; and (4) any bankruptcy to the extent permitted by applicable bankruptcy law. If there is any inconsistency between this Arbitration Provision, on the one hand, and the AAA Rules or other provisions of this Agreement, on the other hand, this Arbitration Provision will control.

(7) If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (A) if a determination is made that the Class Action Waiver is unenforceable and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

RIGHT TO REJECT: Customer may reject this Arbitration Provision if Customer does not want it to apply. Rejection of this Arbitration Provision will not affect the remaining parts of the Agreement. To reject this Arbitration Provision, Customer must send Service Provider a written notice of rejection. The notice must include the Customer's name, service address, and telephone number and a statement that Customer wishes to reject the Arbitration Provision in the Agreement. The notice must be mailed to Service Provider at 101 S. Link Lane, Fort Collins, CO 80524, and must be postmarked within 30 days after the date that Customer signed the Agreement. This is the only way that Customer can reject this Arbitration Provision. Customer's rejection of this Arbitration Provision will not be deemed to be a rejection of this Arbitration Provision by any person or entity other than Customer. If Customer does not reject this Arbitration Provision, it will be binding on Customer as of the date the Agreement was signed.