

THIS MASTER SERVICE AGREEMENT (“MSA”) applies to your agreement of the Project(s) as defined in the applicable Statement of Work (“SOW”) entered between Black Forest Home Improvements, LLC (“Contractor”) and You, Home Owner (“Owner”), together the “Parties” and each a Party. The Parties hereby agree as follows:

1. **SERVICES.**

1.1 **Services.** Contractor is a provider of various Services related to Home Improvement Services and Projects (hereunder “Service” “Services” or “Project”).

1.2 **Work of the Contractor.** The Contractor shall execute the work described in the MSA and any SOW. All work is to be completed in a workman like manner according to standard practices. At the conclusion of the work, the property will be delivered in broom swept condition.

1.3 **Owners’ Responsibilities and Representations.** Owner shall have sole responsibility to secure financing for the Project and shall pay all fees, charges, or other costs of such financing, including inspection fees charged by any lender. The nonperformance of any lender shall not affect the obligation of Owner to Contractor. Owner hereby authorizes and directs any lender for the Services to furnish Contractor with full information on undisbursed loan proceeds when requested by Contractor. Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Project by Contractor or subcontractors except as provided under this agreement. Owner shall be responsible to pay for all permits, architectural and engineering fees (if any), and such fees are not included in the Project Total located on any SOW. Owner has reported to Contractor all conditions known to the Owner which may not be apparent to Contractor and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the job site, unsuitable soil conditions, prior defective work of others, latent defects in the plans or specifications, earlier attempts to do similar or related work, and obligations imposed by government.

1.4 **Fees and Pricing.** Fees for the Project shall be set out in any Statement of Work (“SOW”). Owner commits to the level of Services provided in any SOW under this MSA. Additional Services may be added at any time during the Term of any SOW by way of Change Order and must be in writing and signed by both parties. In such event charges for such additional Services shall commence on the day added. Any changes to the scope of the SOW may result in an extension of the timeline.

1.5 **Covered Equipment.** Services shall only be provided for home improvement equipment that has been itemized in the SOW or any active Change Order. A listing of such covered equipment shall be available to Owner during the term of any SOW by contacting Contractor and requesting such listing.

1.6 **Nature of Relationship.** The Parties’ relationship is non-exclusive. Owner may obtain similar services from any third party, and Contractor may perform any service for any third party without any restriction hereunder.

1.7 **Performance by Contractor’s Affiliates or Subcontractors.** In compliance with Pennsylvania’s Home Improvement Consumer Protection Act, Contractor may use

Subcontractors for Services. Owner agrees, acknowledges, and understands that actual performance of the Services may be made by Affiliates of Contractor and that Contractor has the right from time to time to subcontract any or all of the Services to third-party providers. For purposes of this MSA, performance of the Services by any Affiliate of Contractor or by any third-party provider engaged by Contractor shall be deemed performance by Contractor itself. Owner may contact Contractor's office for a list of subcontractors used for Services.

1.8 **Insurance.** Contractor shall carry workers' compensation insurance and public liability insurance as required by Law and regulation for the protection of Contractor and Owner during progress of the Work. Contractor carries insurance coverage with the policy limits identified below and agrees to maintain: (a) Liability insurance covering personal injury in an amount not less than \$50,000, and (b) Insurance covering property damage caused by the work of home improvement Contractor in an amount not less than \$50,000. Current limits: General liability single occurrence \$1,000,000.00.

2. **SERVICE FEES.**

2.1 **Payment of Fees.** Owner shall pay for the Services invoiced under any SOW in accordance with the "Fees" therein.

2.2 **Taxes.** Owner shall pay all sales, use, excise, and other taxes assessed as a result of the Services provided under any SOW. Owner shall promptly reimburse Contractor for any taxes subject to this provision in the event Contractor is required to or does pay such taxes. Notwithstanding the foregoing, Owner shall not be responsible for paying any taxes upon the real, personal, or intangible property of Contractor, or upon the net income or profits of Contractor.

2.3 **Invoices.** Contractor shall invoice Owner for amounts due hereunder (including all applicable Fees and taxes) at the Owner address set forth in the SOW, or another address if requested by Owner. Owner shall pay invoice amounts within seven (7) days of the date of invoice.

2.4 **Audit Rights.** During the Term, Contractor shall have the right, during normal business hours and upon at least ten (10) business days' prior notice, to inspect and audit Owner's records to the extent necessary to confirm the accuracy of the Fees charged to Owner by Contractor. Owner shall promptly pay to Contractor any amounts shown by any such audit to be owing. Such audits shall be conducted no more than once in any period of twelve (12) consecutive months.

3. **TERMINATION.**

3.1 **For Cause.** In the event either Party fails to perform any of its material obligations under any SOW or this MSA, including paying any amount due, and the defaulting Party fails to substantially cure such default within thirty (30) days after receiving written notice from the non-defaulting Party specifying the nature of the default, then the non-defaulting Party may, by giving written notice to the other Party, terminate any SOW and this MSA or the applicable Services as of the date specified in such notice of termination. Notwithstanding the foregoing, Owner shall pay Contractor for Services already performed prior to the date of termination.

3.2 **For Insolvency.** Subject to the provisions of Title XI, United States Code, if either Party becomes or is declared insolvent or bankrupt, is subject to any proceedings relating to its liquidation, insolvency, or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, renewal, or readjustment of all or substantially all of its obligations, then the other Party, by giving written notice to such Party, may terminate any SOW and this MSA as of the date specified in such notice of termination.

4. **LIMITATION OF LIABILITY AND NATURE OF AVAILABLE DAMAGES.**

4.1 **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO AMOUNTS OWNER IS OBLIGATED TO PAY UNDER ANY SOW IN ACCORDANCE WITH SECTION 2 IN NO EVENT SHALL CONTRACTOR, ITS AFFILIATES, SUBCONTRACTORS, SUPPLIERS OR LICENSORS (INCLUDING CONTRACTOR'S LICENSOR STORAGECRAFT) OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO OWNER FOR ANY REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY DAMAGES ARISING OUT OF OR BASED UPON THIS MSA IN AN AMOUNT EXCEEDING THE FEES PAID DURING THE PRECEDING THREE MONTHS BY OWNER TO CONTRACTOR PURSUANT TO THE SOW AND THIS MSA, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT.

4.2 **NATURE OF AVAILABLE DAMAGES.** IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY THE MSA OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **INDEMNITY.**

5.1 **Indemnity by Owner.** Owner shall defend, at its own expense, and indemnify and hold Contractor, Contractor's Affiliates, and Contractor's directors, officers, licensors, suppliers, subcontractors, employees, and agents harmless from and against any claim based on: (i) a violation by Owner or its Affiliates of this MSA or any Federal, state, or other laws or regulations; (ii) against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever which result from Service. Contractor shall reasonably notify Owner of any such claim or demand that is subject to Owner's indemnification obligation.

6. **LAW AND VENUE.**

6.1 **Choice of Law.** The validity, construction, and interpretation of the SOW and this MSA and the rights, duties, and obligations of the Parties hereto shall be governed by the laws of

The Commonwealth of Pennsylvania, without regard to conflict of law principles.

6.2 **Venue and Jurisdiction.** The Parties hereby irrevocably consent to venue and the personal jurisdiction (to the fullest extent permitted by applicable law) of the state and federal courts located in Lehigh County, Pennsylvania for the resolution of any disputes arising hereunder.

7. **REPRESENTATIONS and WARRANTIES.**

7.1 **Owner Warranties; Reliance.** Owner represents and warrants that it is an entity validly existing and in good standing under the laws applicable to it, that it has all requisite corporate power and authority to execute, deliver, and perform its obligations under this MSA, and that performance of this MSA shall not violate any law or breach any other agreement.

7.2 **Disclaimer of Warranties.** CONTRACTOR PROVIDES THE SERVICE “AS IS,” “WITH ALL FAULTS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE SHALL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT SHALL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION SHALL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8. **CONFIDENTIALITY.**

8.1 **Nondisclosure of Confidential Information.** All Confidential Information (as defined in Section 16.2) supplied by a Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) shall remain solely and exclusively the property of the Disclosing Party. Except as expressly authorized herein, as may reasonably be required to perform the Services or by prior written consent of the Disclosing Party, which consent may be withheld in the Disclosing Party’s sole discretion, each Receiving Party shall use at least the same degree of care in safeguarding the other Party’s Confidential Information as it uses in safeguarding its own Confidential Information. Each Party shall be responsible for any unauthorized use or disclosure of any of the other Party’s Confidential Information received by it and its Affiliates and their respective employees, agents, representatives, and consultants. If Owner has reason to believe that Confidential Information has been accessed by an unauthorized party, compromised, or otherwise breached, Owner should contact Contractor immediately.

8.2 **Disclosures.** Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that the Receiving Party is required by law or any applicable governmental authority to do so; provided, however, that in such event,

to the extent permitted by applicable law, the Receiving Party shall notify the Disclosing Party and shall cooperate with the Disclosing Party in any attempt to contest or limit such required disclosure, at the Disclosing Party's sole expense.

8.3 **Ownership.** Confidential Information shall remain the property of the Disclosing Party, eligible for reuse/resale by the Disclosing Party.

9. **BUSINESS CONTINUITY.**

9.1 **Force Majeure.** Notwithstanding any provision contained in this MSA, neither Party shall be liable to the other to the extent fulfillment or performance of any terms or provisions of this MSA is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; pandemic; federal, state or municipal action; statute; ordinance or regulation; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not (each, a "Force Majeure Event"). This clause shall not apply to the payment of any sums due under the SOW or this MSA by either Party to the other.

10. **MODIFICATIONS.**

10.1 **Modifications to MSA.** Contractor may modify this MSA at any time upon thirty (30) days' written notice to Owner. If Owner wishes to terminate any SOW as a result of such modification, it may do so by sending written notice to Contractor prior to the effective date of the modification; the failure to provide such notice shall be deemed acceptance of the modified terms.

11. **MISCELLANEOUS**

11.1 **Entire Agreement.** This MSA, combined with any applicable SLA, SOW and/or Change Order, constitutes the entire agreement between the Parties with respect to the subject matter hereof ("Entire Agreement"). This Entire Agreement supersedes all prior negotiations, agreements, and undertakings, whether written or oral, between the Parties with respect to such matter. This Entire Agreement may be amended only by an instrument in writing referencing this Agreement and executed by the Parties or their permitted assignees. Notwithstanding anything to the contrary, any additional purchase orders or business forms provided by Owner hereunder shall have no effect and may not alter any terms of this Entire Agreement.

11.2 **References.** In this MSA, "include" and "including" shall mean respectively, "includes, without limitation" and "including, without limitation."

11.3 **Assignment.** Except as otherwise set forth by the applicable end user license agreements, neither Party may assign any SOW or this Agreement or any rights, obligations, or benefits under this MSA without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided, however, that either Party may freely assign any SOW or this MSA without the prior written consent of the other Party (i) in connection with a merger, corporate reorganization, or sale of all or substantially all of its assets, stock, or securities, or (ii)

to any Entity which is a successor to all or substantially all of the assets or the business of the applicable Party. Any permitted assignee must assume the obligations of the assignor by written instrument. Any assignment in contravention of this Section 15.3 shall be void. The Entire Agreement shall bind, benefit and be enforceable by and against the Parties and their respective successors and assigns. No third party shall be considered a beneficiary of the Entire Agreement or entitled to any rights under this MSA.

11.4 **Relationship of Parties.** The Parties intend to create an independent contract relationship and nothing contained in this MSA shall be construed to make either Owner or Contractor joint ventures, principals, partners, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contract retained by Contractor to perform work on Owner's behalf under any SOW shall be deemed to be an employee, agent, or contract of Owner. Neither Party shall have any right, power or authority, express or implied, to bind the other.

11.5 **Notices.** Except as otherwise specified in any SOW or this MSA, all notices, requests, approvals, consents, and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by i) electronic signature through a reputable e-signature platform, or an emailed scanned copy of a signed document; ii) first class U.S. mail, registered or certified, return receipt requested, postage pre-paid; or iii) U.S. express mail, or other, similar overnight courier service to the address of the other Party first written above, or such other address as may be clearly requested by a Party in writing to the other Party. Notices shall be deemed given on the day actually received by the Party to whom the notice is addressed.

11.6 **Section Headings.** Section headings in this MSA are for reference purposes only and shall not affect the interpretation or meaning of this MSA nor be construed as part of this MSA.

11.7 **Counterparts.** Any SOW and any Change Orders may be executed simultaneously in any number of counterparts, each of which shall be deemed an original document but all such counterparts together, combined with this MSA, shall constitute one binding agreement.

11.8 **Waiver.** No delay or omission by either Party to exercise any right or power it has under this MSA shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.

11.9 **Severability.** If any provision of this MSA is held for any reason by a court of competent jurisdiction to be contrary to law, the remaining provisions of this MSA shall remain in full force and effect and the provision found to be contrary to law shall be deemed modified to the most limited extent required in order to cause such provision to be in accordance with applicable law while most fully carrying out the intent of the applicable provision as set forth herein.

11.10 **Survival.** Any Section of this MSA shall survive to the extent required for the performance of such provision in accordance with the terms hereof.

11.11 **No Third Party Beneficiaries.** Each Party intends that this MSA shall not benefit or create any right or cause of action in or on behalf of, any person or entity other than the Owner and Contractor.

11.12 **Construction.** Contractors and Owner each acknowledge that the limitations and exclusions contained in this MSA have been the subject of active and complete negotiation between the Parties and represent the Parties' agreement based upon the level of risk to Owner and Contractors associated with their respective obligations under this MSA and the payments to be made to Contractors and the charges to be incurred by Contractors pursuant to any SOW or this MSA. The Parties agree that the terms and conditions of this MSA shall not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation of this document. To the extent that this MSA, any SOW, any Change Orders, the SLA, invoices, sales receipts, shipping documents, forms, billing documents or other similar documents issued in connection with any SOW contain terms or conditions which are in conflict with, or derogate from any SOW, they shall be null and void and the terms of any SOW shall control.

11.13 **DEFINITIONS.** As used in any SOW, Change Order, this MSA and the attachments hereto (collectively, the "**Documents**"), the following terms shall have the following meanings with such definitions to be applicable to both the singular and plural use of the terms.

11.14 "**Affiliate**" shall mean, with respect to a Party, any entity at any time Controlling, Controlled by, or under common Control with, such Party, but only as long as such entity meets these requirements.

11.15 "**Change Order**" shall mean a document in like fashion to the Statement of Work that describes additional services to be performed under an existing Statement of Work and the fees associated. Such Change Orders shall be made part of and thereby incorporated by reference, into the then Entire Agreement.

11.16 "**Confidential Information**" shall mean, with respect to either party, any SOW, any Change Orders, this MSA, together with all confidential business or technical information or materials of such party; provided, however, that Confidential Information shall not include information or materials that the Receiving Party can demonstrate: (i) was known to the Receiving Party prior to the Effective Date free of any obligation of nondisclosure; (ii) was generally known or available to the public prior to the date of disclosure to the Receiving Party or subsequently became generally known or available to the public through no fault of the Receiving Party; (iii) was lawfully received by the Receiving Party from a third party free of any obligation of nondisclosure; or (iv) is or was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party.

11.17 "**Control**" shall mean the direct or indirect ownership of 50% or more of the capital stock, or other ownership interest if not a corporation, of any entity or the possession, directly or indirectly, of the power to direct the management and policies of such entity by ownership of voting securities, by contract, or otherwise.

11.18 "**Controlling**" shall mean having Control of any entity and "Controlled" shall mean being the subject of Control by another entity.

11.19 "**Entity**" means a corporation, partnership, sole proprietorship, limited liability contractors, joint venture, or other form of organization, and includes the Parties hereto