

SPAcademy Terms and Conditions

This Terms of Service Agreement ("Agreement") is made between Service Professional Group, LLC DBA SPAcademy ("SPAcademy") and the commercial HVAC service contractors or their authorized representatives ("Customer").

- Description of Service** SPAcademy provides online training for commercial HVAC service technicians through a Moodle Learning Management System owned and operated by SPAcademy. The platform will be branded for the Customer, displaying their logo and colors. The training includes a 4-year apprenticeship program and over 1,500 hours of senior technician continuing education. The Customer is entitled to add their own proprietary content to the platform which will remain their intellectual property and will not be shared by any other party. Registration with the Department of Labor is an optional choice for the Customer, involving further administrative formalities. SPAcademy will assist with this process at no additional cost.
- Payment Terms** The Customer shall pay a subscription fee according to the pricing section of this agreement to access the training courses provided by SPAcademy. The license lasts for one year, beginning on the date the Customer first logs into the online textbook provider, Cengage. This allows for the pre-purchase of licenses to capture bulk savings, with the timeline on a license not commencing until activation. The Customer can register and pay for technicians directly through the platform using Stripe as a third-party payment processor.
- Refunds and Cancellations** The Customer has the right to cancel their subscription within the first 30 days and receive a full refund on licenses, minus a one-time set-up fee of \$1,500. After the 30-day period, no refunds will be issued. Volume discount purchases are available when multiple licenses are purchased together.
- Intellectual Property Rights** SPAcademy owns the intellectual property rights to the content of the training courses provided on the platform. The Customer's proprietary content added to the platform remains their property. The Customer shall not reproduce, distribute, or modify any of SPAcademy's

content without the prior written consent of SPAcademy. Likewise, SPAcademy shall not reproduce, distribute, or modify any of the Customer's content without the prior written consent of the Customer.

5. **Confidentiality** The parties agree to keep confidential any and all information disclosed by one party to the other party in connection with this Agreement that is marked as confidential or that ought to be treated as confidential (the "Confidential Information"). The Customer agrees to use the Confidential Information solely for the purposes of this Agreement and not to disclose the Confidential Information to any third party without the prior written consent of SPAcademy.
6. **Successors and Assigns** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. **Customer Support** SPAcademy offers customer support through a dedicated customer success team that can be reached by phone or email.
8. **Limitation of Liability** SPAcademy shall not be liable for any loss or damage suffered by the Customer or their technicians as a result of using the platform or the training courses. The Customer shall indemnify and hold SPAcademy harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of the Customer's use of the platform or the training courses.
9. **Modification of Agreement** SPAcademy reserves the right to modify this Agreement at any time without prior notice. The Customer's continued use of the platform after any modification shall constitute acceptance of the modified terms.
10. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the state of Virginia without giving effect to any principles of conflicts of law.