



SOFTWARE LICENSING AND PRICING AGREEMENT

One tool from the survey to the install.

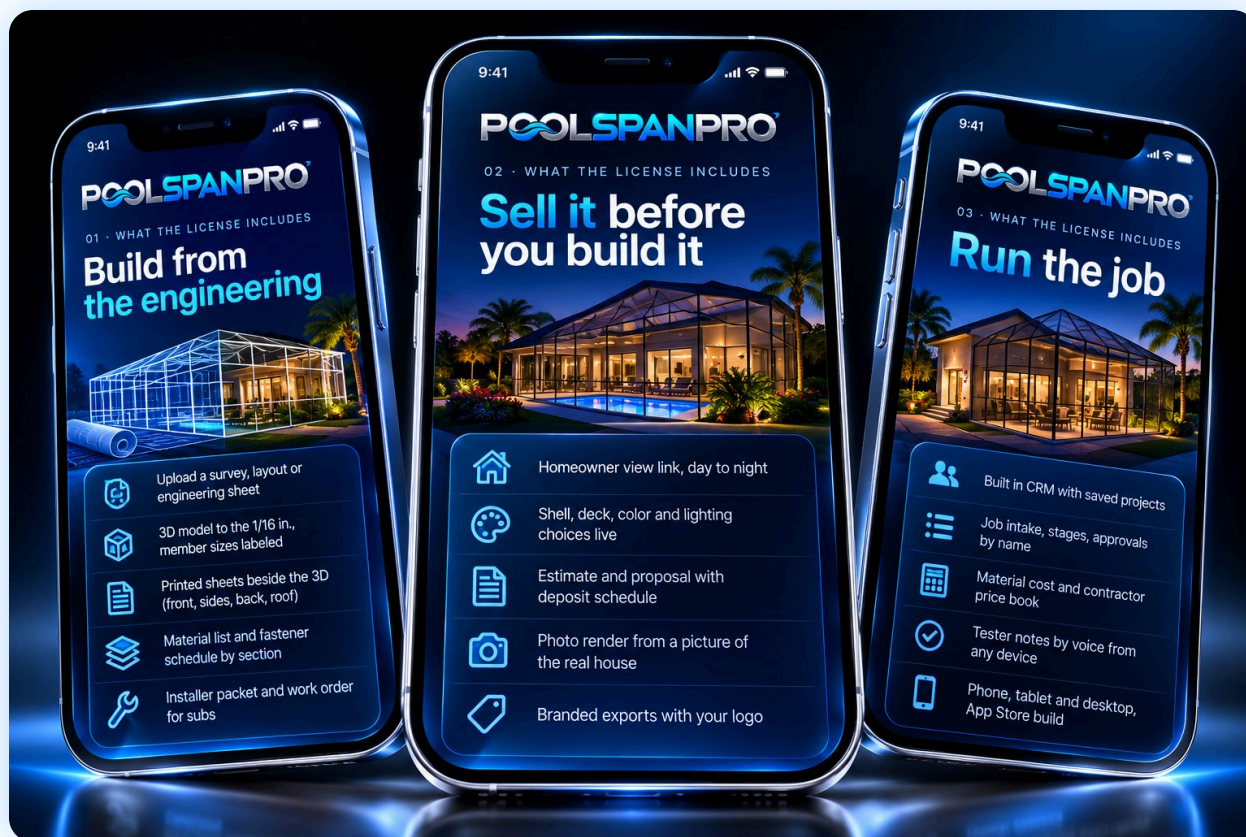
White label and seat licensing for pool enclosure builders, pool builders, distributors and manufacturers. 3D layouts from the engineering, material lists, work orders, CRM, homeowner views and photo renders.

PREPARED FOR

DATE

What you are licensing

Pool Span Pro is the only tool where a contractor uploads a survey, layout or engineering sheet and gets a to scale 3D model, a material list, a work order for subs, an internal CRM with saved projects, material cost, and a 3D view the homeowner can use to pick the deck, the color and the exact shell before spending a dollar.



TWO WAYS TO LICENSE

Direct seats. Any contractor buys a seat on the website, signs the click through terms, and is working the same day. Monthly or prepaid annual.

White label license. A distributor or manufacturer gets its own branded app under its own name, loaded with its own catalog, connected by API to its own price sheet, inventory and customers, and resells seats to its contractors at its own price.

ROADMAP INCLUDED IN EVERY LICENSE

Phase one, exterior of the home. Enclosure, shell, deck, roofline and soffit lighting, landscape lighting, turf, siding, shingles, tile and pavers as catalog packs are added. **Phase two, interiors.** Kitchens, baths, flooring and lighting inside the home, offered as a paid module when it ships. Every license receives platform updates, realism updates and new catalog categories at no added platform cost. Catalog packs specific to one licensee are priced on the add on schedule.

SAME POWERFUL PLATFORM. THREE WAYS TO GROW

PICK YOUR LICENSE

LICENSE	ONE TIME SETUP	ANNUAL FEE	SEATS INCLUDED	ADD 25 MORE SEATS, PER YEAR
Charter (Eastern Metal only)	\$10,000	\$29,700	25	\$19,000
Branded	\$15,000	\$39,000	25	\$19,000
Integrated	\$35,000	\$72,000	50	\$17,000
Enterprise	\$75,000	\$120,000	100	\$15,000

Item	What it covers	Price
Custom 3D product modeling	A product you sell that the app does not yet carry, modeled to your spec sheet and photos	\$250 to \$400 per SKU
Category pack	A full category modeled and textured (siding, turf, shingles, tile, pavers, railing)	\$5,000 per pack
Additional system API	Each system beyond the tier (ERP, accounting, dealer portal, e commerce)	\$5,000 each
Phase Two interiors module	Kitchens, baths, flooring and interior lighting, when released. Covers every seat in your license	\$1,500 per month
Virtual training	One live online session for your team at go live	Included
Onsite training day	One day at your branch, up to 20 people, travel billed at cost	\$1,500 per day

What it costs and what it makes

Every seat included in your license is yours to use. This page shows the cost of each license and what your branch earns if you sell the included seats to your contractors at \$249 a month. That is an example. The licensee sets the seat price, anything up to the \$299 direct price.

IF YOU SELL EVERY INCLUDED SEAT AT \$249 A MONTH (EXAMPLE)

LICENSE	YEAR ONE COST (SETUP + FEE)	COST PER YEAR AFTER YEAR ONE	SEAT REVENUE PER YEAR AT \$249	YEAR ONE PROFIT	PROFIT PER YEAR AFTER YEAR ONE
Charter	\$39,700	\$29,700	\$74,700	\$35,000	\$45,000
Branded	\$54,000	\$39,000	\$74,700	\$20,700	\$35,700
Integrated	\$107,000	\$72,000	\$149,400	\$42,400	\$77,400
Enterprise	\$195,000	\$120,000	\$298,800	\$103,800	\$178,800

Both profit columns are money the branch keeps after paying Pool Span Pro. Example, Branded. Year one you pay \$15,000 setup plus \$39,000, or \$54,000, and bring in \$74,700, so you keep \$20,700. Every year after, the setup is gone, you pay \$39,000 and keep \$35,700.

IF YOU GIVE THE SEATS AWAY

Most branches use the seats to win and keep accounts. Then the license is a sales cost paid back by material orders. Each enclosure a contractor designs in your app is built on your catalog and priced off your price sheet, so the order comes to your branch.

LICENSE	ANNUAL FEE	ADDED MATERIAL SALES TO BREAK EVEN AT 25% MARGIN	PER INCLUDED SEAT PER YEAR
Charter	\$29,700	\$118,800	\$4,752
Branded	\$39,000	\$156,000	\$6,240
Integrated	\$72,000	\$288,000	\$5,760
Enterprise	\$120,000	\$480,000	\$4,800

Example only. Use your own gross margin. At 25 percent, one contractor buying about \$6,000 more a year from you covers their Branded seat.

WHY THE COST PER SEAT DROPS WITH EACH TIER

LICENSE	ANNUAL FEE ÷ SEATS ÷ 12	WHY
Charter	\$99 per seat per month	First customer discount, one licensee only
Branded	\$130 per seat per month	Standard rate, smallest seat pool
Integrated	\$120 per seat per month	Twice the seats plus live API, volume price
Enterprise	\$100 per seat per month	Largest pool, lowest standard rate

This column is for comparison only. It is the annual fee spread across the included seats, not a separate charge.

DIRECT CONTRACTOR SEATS

PLAN	TERMS	PRICE
Contractor seat, monthly	One named user, all phase one features, cancel any time	\$299 per month
Contractor seat, annual prepaid	Same seat, paid up front, two months free (\$250 per month equivalent)	\$2,999 per year
Through a licensed distributor	The distributor sets the seat price, from free up to the \$299 direct price, and keeps all of it	Set by the distributor
Homeowner view link	Unlimited, no login, carries the licensee's branding	Free

Terms that apply to every license

BILLING

Setup is due 50 percent on signature and 50 percent at go live. The annual license fee, which includes the platform and the tier's seat pool, is invoiced at go live and is due net 15, then renews every 12 months. Extra seats are added in blocks of 25 and billed pro rata to the renewal date. A licensee that chooses monthly billing pays the platform fee plus the wholesale seat fee on the greater of active seats or the tier minimum, invoiced on the 1st of each month. Annual prepaid seats are non refundable after 30 days.

TERM AND RENEWAL

Initial term is 12 months from go live. The agreement renews for 12 month terms unless either party gives 60 days written notice. Platform and seat pricing is locked for the initial term and may rise by no more than 5 percent per renewal.

DELIVERY TIMELINE

Branded, 30 days from deposit. Integrated, 60 days from deposit and API access. Enterprise, 90 days from deposit with a milestone schedule in Exhibit B. Timelines pause while Pool Span Pro waits on licensee content, credentials or approvals.

SEAT RULES

A seat is one named user. Seats transfer between people at no charge. The licensee decides how its seats are used. It may sell them at any price up to the \$299 per month direct price, give them free to contractors, or award them to contractors who reach a purchase level it sets. Any seat revenue belongs to the licensee. Pool Span Pro never contacts a licensee's contractors with competing offers.

DATA AND API

Licensee data stays the licensee's property. Pool Span Pro accesses price, inventory and customer records only to run the licensed app and never shares them with any other licensee. Pool Span Pro may use anonymous usage metrics to improve the product.

SUPPORT AND UPTIME

Target uptime 99.5 percent monthly on the hosted platform, excluding scheduled maintenance announced 48 hours ahead. Credits of 5 percent of that month's platform fee for each full percentage point below target, capped at 25 percent.

CHARTER CUSTOMER RATE COMPARED TO BRANDED

	Charter (Eastern Metal Supply only)	Branded
Who can buy	The first licensee only, closes once signed	Any distributor or manufacturer
Setup	\$10,000	\$15,000
Annual fee	\$29,700 with 25 seats	\$39,000 with 25 seats
Extra 25 seats	\$19,000 a year	\$19,000 a year
API	One price sheet API included	None, starts at Integrated
Price lock	24 months, then Integrated pricing	12 month term, up to 5% at renewal
Same in both	Your name, logo, colors, domain and app store listing, current catalog mapped to existing 3D models, small Powered by Pool Span Pro mark. Inventory API, customer API and new 3D categories are priced as add ons.	

THREE WAYS TO USE YOUR SEATS

Approach	How it works	What it does for the branch
Sell them	Charge contractors any price up to the \$299 direct price, for example \$249	25 seats sold at \$249 covers the Branded license and returns about \$35,000 a year
Give them	Free seats to your best accounts as a loyalty tool	Every job they design is built on your catalog and your pricing
Earn them	A free seat for any contractor who buys a set amount a year from you	Pulls volume to your branch and pays for the license in material orders

DRAFT FOR ATTORNEY REVIEW

Software License Agreement

This Software License Agreement (the "Agreement") is between Pool Span Pro, the Florida entity named as Licensor on the Order Form ("Licensor"), and the licensee named on the Order Form ("Licensee"). The Order Form, Schedule A (Pricing) and any Exhibit are part of this Agreement.

1. License grant. Licensor grants Licensee a non exclusive, non transferable license during the Term to access and use the Pool Span Pro software (the "Software") for Licensee's business and, under a White Label tier, to offer the Software to Licensee's customers under Licensee's brand (the "Licensed App"). Exclusivity, where purchased, is limited to the product category and territory stated on the Order Form. A Branded tier Licensed App displays a small "Powered by Pool Span Pro" mark. Integrated and Enterprise Licensed Apps carry no Pool Span Pro name, mark or contact anywhere in the app, its exports or its documents.

2. Seats and resale. Licensee may provision seats up to the quantity paid for. Under a White Label tier Licensee may resell seats to its customers and keeps all revenue above the wholesale seat price. Licensee sets its own seat price and may not sell or advertise a seat above Licensor's published direct seat price (\$299 per month at signing). Licensee may not sublicense, resell or rebrand the Software other than as a Licensed App.

3. Fees. Licensee pays the setup fee, the annual license fee (or, if Licensee chooses monthly billing, the platform and seat fees), extra seat blocks and add on fees in Schedule A. Invoices are due net 15. Late amounts accrue 1.5 percent per month. Licensor may suspend access 30 days after written notice of non payment.

4. Licensee content and data. Licensee owns its catalog, pricing, inventory, customer records and project data. Licensee grants Licensor a license to host, display and process that content solely to operate the Licensed App. Licensor will not disclose Licensee data to any other licensee or third party except service providers under confidentiality. Licensor may use aggregated, de identified usage data to improve the Software.

5. Intellectual property. Licensor owns the Software, all 3D models, textures, code, designs, improvements and derivative works, including models built for Licensee under an add on. Licensee owns its trademarks and content. Licensee receives no ownership in the Software. Feedback may be used by Licensor without obligation.

6. Licensor obligations. Licensor will deliver the Licensed App within the timeline in Schedule A, host it with a 99.5 percent monthly uptime target, provide the support level of the purchased tier, and deliver platform updates to all licensees at no added platform charge.

7. Licensee obligations. Licensee will supply brand assets, catalog data and API credentials within 15 days of signature, keep its credentials secure, use the Software lawfully, and remain responsible for the accuracy of its pricing and the conduct of its users and customers.

8. Design concept disclaimer. Renders, layouts and material lists are design tools. Final layout, engineering, permitting and quantities are confirmed on site by the contractor. Licensor is not responsible for construction decisions made from the Software.

9. Confidentiality. Each party keeps the other's non public information confidential during the Term and for 3 years after, using at least reasonable care, and uses it only for this Agreement.

10. Warranty and limits. Licensor warrants the Software will perform materially as described in Schedule A. Except for that warranty, the Software is provided as is. Neither party is liable for indirect, consequential or lost profit damages. Licensor's total liability is capped at the fees paid in the 12 months before the claim, except for breaches of Section 4 or 9.

11. Term and termination. Initial Term is 12 months from go live and renews yearly unless either party gives 60 days notice. Either party may terminate for uncaused breach not cured within 30 days of notice. On termination Licensor returns Licensee data in a standard export within 30 days and then deletes it, and the Licensed App is retired.

12. General. Florida law governs. Venue is Seminole County, Florida. Licensor may assign this Agreement to a successor or an affiliate that acquires the Pool Span Pro business. Notices go to the addresses on the Order Form. This Agreement is the entire agreement and may be signed electronically, including by typed signature on the website order form.

Order Form

Mark the license, seats and add ons. Totals are confirmed on the invoice. The same selections are available at poolspanpro.netlify.app/order with electronic signature and card or ACH payment.

LICENSEE

Company _____

Signer name and title _____

Email _____

Phone _____

Address _____

Territory (Enterprise only) _____

LICENSE TIER

- ☐ Branded · \$15,000 setup · \$39,000 a year · 25 seats included
- ☐ Integrated · \$35,000 setup · \$72,000 a year · 50 seats included
- ☐ Enterprise · \$75,000 setup · \$120,000 a year · 100 seats included
- ☐ Charter Customer, first license (Eastern Metal Supply) · \$10,000 setup · \$29,700 a year · 25 seats included
- ☐ Direct contractor seats · qty _____ · ☐ monthly \$299
☐ annual \$2,999
- ☐ Extra seat blocks of 25 · qty _____ · ☐ pay monthly instead of annually

ADD ONS

- ☐ Category packs · qty _____ at \$5,000
- ☐ Custom SKUs · qty _____ at \$250 to \$400
- ☐ Additional system API · qty _____ at \$5,000
- ☐ Phase Two interiors module · \$1,500 per month when released, all seats
- ☐ Onsite training day · qty _____ at \$1,500

TOTALS

Due at signature (50% of setup)	Due at go live (50% of setup + annual license)	Renews yearly
\$ _____	\$ _____	\$ _____

Licensee signature · name · title · date

Austen Stucki, CEO · Pool Span Pro · date

Licensor legal entity _____

By signing, Licensee accepts the Software License Agreement and Schedule A in this document. Payment by card or ACH is collected on the website at signature. Questions to 407-469-7093.