

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re: AFH AIR PROS, LLC, <i>et al.</i> ¹ Debtors.	Chapter 11 Case No. 25-10356 (PMB) Jointly Administered
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**OBJECTION OF SERVICE TITAN, INC.
TO THE DEBTORS' NOTICE OF PROPOSED ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS**

ServiceTitan, Inc. ("ServiceTitan"), creditor in the above-captioned jointly administered cases, by its undersigned counsel, hereby files this objection (the "Objection") to the assumption of its contract with AirPro Solutions ("Solutions")² and the cure amount listed in the *Notice of Proposed Assumption and Assignment of Certain Executory Contracts* (the "Assumption Notice") [D.I. 220] filed on April 17, 2025 by AirPro Solutions and its related entities.

ServiceTitan and Solutions contracted for ServiceTitan to provide software platform services to Solutions to be used in its operations. Pursuant to Schedule A to the Assumption Notice, Debtors have indicated that they intend to assume a contract between Air Pros Solutions Holdings, LLC and ServiceTitan. *Id.* Further, Debtors have stated they "may assume and assign

¹ Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities is not included here, but a complete list may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² Solutions is one of the debtors in the above-captioned chapter 11 cases (each a "Debtor" and collectively the "Debtors"). ServiceTitan's contracts state that "AirPro Solutions" is the customer. However, as discussed herein, the Assumption Notice identified the Debtor counterparty as "Air Pros Solutions Holdings, LLC." For purposes of this Objection, ServiceTitan assumes that "AirPro Solutions" and "Air Pros Solutions Holdings, LLC" are the same entities.



to the Stalking Horse Bidder(s) or any other Successful Bidder(s) the Assumed Contracts.” *Id.* at p. 2, ¶ 5. Debtors, however, provide no further information on any entity or entities to whom they may attempt to assign the ServiceTitan contract. Debtors’ Assumption Notice also fails to list a cure amount for the ServiceTitan contract. *Id.* at Schedule A, Line 108. If Debtors do not believe any amounts are due and owing under the ServiceTitan contract, they are incorrect. For the reasons set forth below, ServiceTitan objects to the assumption of any contracts with Solutions, the cure amount, and any assignment of ServiceTitan’s contracts.

This Objection is supported by the *Declaration of Jonathan Minoofar* attachere hereto as **Exhibit A**, to which are attached **Exhibits 1-4**, and the other pleadings and filings on the record in these proceedings.

FACTUAL BACKGROUND

On or about April 30, 2020, ServiceTitan and Solutions entered into a twelve-month Customer Success Agreement pursuant to which ServiceTitan provided Solutions with services and access to software used in the operation of Solutions business (“Original CSA”). On or about April 29, 2022, ServiceTitan and Solutions entered into a Customer Success Renewal Agreement (the “Amended CSA”), which amended and restated the Original CSA. The term of the Amended CSA was set to expire on or about April 29, 2025. Pursuant to the amendment to the Amended CSA, the term under the Amended CSA was extended through July 1, 2025. Either party to the Amended CSA, as amended, has the option to terminate the Amended CSA upon written notice given not less than thirty days prior to end of the term.

On or about March 16, 2023, ServiceTitan and Solutions also entered into a twelve-month Customer Success Agreement related to ServiceTitan’s provision of its Scheduling Pro, Schedule Engine services (“Schedule Engine CSA”).

Solutions is in default under the Amended CSA based on its failure to pay the amounts due. As of April 30, 2025, Solutions owes no less than \$114,515.61 under the Amended CSA. Under the Schedule Engine CSA, Solutions is in default and owes ServiceTitan no less than \$42,534.34 as of April 30, 2025.

ARGUMENT

A. Debtors cannot Assume the Amended CSA and Assign it to Six Buyers.

The Debtors have sought approval to sell their business units to at least six separate buyers. Those buyers will likely want to use ServiceTitan's software solutions in their continuing businesses. ServiceTitan looks forward to the opportunity to work with the buyers. It cannot be forced, though, to do so through a purported assignment of the singular Amended CSA, with one Debtor entity, to six separate independent buyers.³ Neither should the buyers want such a result.

Debtors must, under the Bankruptcy Code, accept all benefits and burdens to assume an executory contract, like the Amended CSA. Any party to whom the Debtors assign the Amended CSA must also assume all burdens to get the benefits. If the Debtors try to assign the Amended CSA to all six buyers, that creates an untenable position for ServiceTitan and the buyers.

If such an assignment occurred, ServiceTitan would no longer be receiving the benefit of its bargain. Under the Amended CSA, ServiceTitan has worked with the Debtors as one corporate entity. ServiceTitan had a limited number of primary contacts from the Debtors and only one contracting counterparty. There will now be six companies requiring services and software under the Amended CSA. That is a dramatic change in the services and software ServiceTitan would be asked to provide under a purportedly assigned Amended CSA.

³ The Assumption Notice is not clear whether Solutions is attempting to assume the Amended CSA or the Service Engine CSA. The arguments set forth in this Objection with respect to an assumption of the Amended CSA apply with equal force to the Service Engine CSA. ServiceTitan objects to Solutions' attempt to assume the Service Engine CSA for all of the reasons set forth herein.

The buyers, their management, and their employees will also all have different preferences and needs. Not all of those preferences or needs may be included within the Amended CSA. Accordingly, ServiceTitan anticipates that any purported assignment to multiple buyers would soon result in each of the buyers needing to negotiate specific contracts with ServiceTitan to meet their needs.

Furthermore, attempting to assume and assign the Amended CSA to multiple buyers would result in a situation where the Debtors or buyers seek to divide access to ServiceTitan's software systems and data among multiple parties. ServiceTitan objects to any such efforts and reserves all rights with respect to any proposed sale terms. Absent consensual assumption or assignment, the Debtors cannot compel ServiceTitan to provide multiple buyers with access to customer data or other information stored on ServiceTitan's systems.

The buyers, through a purported assumption and assignment, would also be required to assume all the liabilities under the Amended CSA. Each buyer, therefore, would be responsible for all amounts owed under the Amended CSA. That is true whether the services and software were provided to that specific buyer or one of the other buyers to whom Debtors are proposing to assign the Amended CSA. It is unlikely that the buyers would be interested in that proposition.

ServiceTitan and the buyers would be better off if they were permitted to negotiate their own agreements or, if one or more of the buyers are already a ServiceTitan customer, the inclusion of any of the purchased Debtor entities into such agreements. Debtors cannot be permitted to alter the deal struck in the Amended CSA by assuming it and assigning it to the six buyers.

Finally, any proposed assumption and assignment of the Amended CSA is futile. As stated above, the Amended CSA can be terminated on 30 days' written notice. If the sales, assumptions, and assignments follow the Debtors' current timeline, the sales will close in May 2025.

ServiceTitan can then provide written notice of termination under the Amended CSA and ServiceTitan and the buyers can enter into negotiations for new contracts to meet each buyer's needs and preferences.

B. Debtors Cannot Assume and Assign the License of ServiceTitan's Software

Pursuant to section 365(c)(1)(A), the Debtors may not assume or assign any executory contract if “applicable law excuses a party, other than the debtor, to such contract from accepting performance from or rendering performance to an entity other than the debtor” The Eleventh Circuit applies the “hypothetical test” under section 365(c)(1)(A). Thus, if a debtor may not assign a contract under applicable law, the debtor may not assume the contract either. In *re James Cable Partners, L.P.*, 27 F.3d 534, 537 (11th Cir.1994); *In re Taylor Inv. Partners II, LLC*, 533 B.R. 837, 841 (Bankr. N.D. Ga. 2015). Licenses of intellectual property—such as ServiceTitan's copyrighted software—are subject to the restriction in section 365(c)(1)(A) of the Bankruptcy Code. *See In re Catapult Entm't, Inc.*, 165 F.3d 747, 750-51 (9th Cir. 1999); *see also In re Sunterra Corp.*, 361 F.3d 257, 271 (4th Cir. 2004) (finding debtors cannot assume or assign copyrighted software without licensor's consent); *In re CFLC, Inc.*, 89 F.3d 673, 680 (9th Cir. 1996) (“[F]ederal law governs the assignability of, and because federal law makes [nonexclusive patent licenses] personal and assignable only with the consent of the licensor, the [] license is not assumable and assignable in bankruptcy”); *In re Trump Entm't Resorts, Inc.*, 526 B.R. at 116, 126 (Bankr. D. Del. 1999) (“Non-exclusive patent and copyright licenses create only personal and not property rights in the licensed intellectual property and so are not assignable.”).

Pursuant to the contracts, ServiceTitan has granted Solutions a license to access and use its intellectual property. That license is not transferable and cannot be sublicensed. It is subject to specific limitations, which are set out in ServiceTitan's public terms of use available at

<https://www.servicetitan.com/legal/terms-of-use>. As set forth in the case law above, Solutions cannot assume or assign these licenses—absent ServiceTitan’s consent—pursuant to section 365 of the Bankruptcy Code.

C. Debtors Must Cure the Default Under the Amended CSA

Under Section 365(b), debtors are required to cure all defaults under the Amended CSA before they can assume the contract. Solutions currently owes no less than \$114,515.61 under the Amended CSA, without including ServiceTitan’s attorney’s fees related to the default or these proceedings. ServiceTitan’s cure amounts, including attorney’s fees, interest, and other recoverable costs, continue to accrue. The Assumption Notice, however, lists nothing for the cure amount. *See* D.I. 220 at Schedule A, Line 108. Solutions must pay the full amounts due under the Amended CSA, including ServiceTitan’s attorney’s fees, interest, and other recoverable costs, or Solutions cannot assume the Amended CSA.⁴

D. Debtors Have Not Offered Adequate Assurance

Although Debtors include the Amended CSA in the Assumption Notice, no Debtor or Stalking Horse Bidder has confirmed that the Amended CSA will be assigned. As set forth above, the Amended CSA cannot be assigned to multiple Stalking Horse Bidders, or other successful bidders, but to the extent the Court determines otherwise, Solutions and the Stalking Horse Bidders must provide adequate assurance of future performance. There has been no evidence offered to establish adequate assurance of future performance. It is clear that Solutions will be unable to provide adequate assurance of future performance because, if the sale is finalized, it will no longer exist, and a liquidation plan will be proposed. Therefore, the Stalking Horse Bidders, or any other

⁴ Solutions owes no less than \$42,534.34 under the Service Engine CSA. A cure of the default under the Service Engine CSA would require payment of that amount along with any additional fees and costs related to the default and the Debtors’ bankruptcy proceedings.

successful bidder, must provide adequate assurance, and they have not done so. Accordingly, the Amended CSA cannot be assumed or assigned.

CONCLUSION AND RESERVATION OF RIGHTS

Based on this Objection, ServiceTitan respectfully requests that the Court deny any assumption or assignment of the contracts between ServiceTitan and Solutions. If the Court is inclined to permit assumption, Debtors must cure the defaults under any ServiceTitan contract they are attempting to assume and assign and provide adequate assurance of future performance.

ServiceTitan will work with the Debtors to resolve all issues raised in this Objection, which is filed out of an abundance of caution and to preserve all rights and remedies. ServiceTitan reserves the right to supplement this Objection to, among other things, provide further details or calculations of the amounts due to cure Solutions' defaults.

ServiceTitan does not release or waive any claim, right or remedy arising under its agreements, the Bankruptcy Code, or other applicable law. Without limitation, ServiceTitan expressly reserves the right to assert that amounts due and owing to ServiceTitan are administrative expense claims under section 503 of the Bankruptcy Code and other applicable law.

DATED: May 2, 2025

BRADLEY ARANT BOULT CUMMINGS LLP

/s/ Glenn E. Glover

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Birmingham, Alabama 35203
Telephone: (205) 521-8000
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SNELL & WILMER L.L.P.

/s/ Robert R. Kinas

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sthompson@swlaw.com

Counsel for ServiceTitan, Inc.

CERTIFICATE OF SERVICE

I certify that on May 2, 2025 a true and correct copy of the foregoing was served on all parties authorized to receive notice through the CM/ECF notice system in this case and on the following parties as required by the *Notice of Proposed Assumption and Assignment of Certain Executory Contracts* [Doc. 220] by the indicated method:

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Matthew A. Petrie
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/s/ Glenn E. Glover

OF COUNSEL

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

Jointly Administered

**DECLARATION OF JONATHAN MINOOFAR IN SUPPORT OF
OBJECTION OF SERVICETITAN, INC.
TO THE DEBTORS' NOTICE OF PROPOSED ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS**

I, Jonathan Minoofar, hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I am over the age of eighteen and fully familiar with the facts stated herein, which are true and correct to the best of my knowledge, information and belief.

2. I am the Senior Director, Revenue Accounting of ServiceTitan, Inc. ("ServiceTitan") and I am authorized to submit this Declaration on behalf of ServiceTitan in support of its *Objection of ServiceTitan, Inc. to the Debtors' Notice of Proposed Assumption and Assignment of Certain Executory Contracts* (the "Objection") [D.I. ____].

3. I have personal knowledge of the following and would testify thereto in open court if I were called as a witness.

4. I have reviewed the Objection and affirm that, to the best of my knowledge, its contents are true and accurate. I have reviewed the exhibits attached to this declaration and affirm

¹ Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities is not included here. It may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/airpros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

that, to the best of my knowledge, they are true and accurate.

5. I reviewed the *Notice of Proposed Assumption and Assignment of Certain Executory Contracts* (the “Assumption Notice”) [D.I. 220] filed on April 17, 2025, by AirPro Solutions (“Solutions”) and its related entities (together with Solutions, “Debtors”).

6. On or about April 30, 2020, ServiceTitan and Solutions entered into a twelve-month Customer Success Agreement pursuant to which ServiceTitan provided Solutions with services and access to software used in the operation of Solutions business (“Original CSA”). A true and correct copy of the Original CSA, with proprietary negotiated business terms redacted, is attached hereto as **Exhibit 1**.

7. On or about April 29, 2022, ServiceTitan and Solutions entered into a Customer Success Renewal Agreement (the “Amended CSA”), which amended and restated the Original CSA. A true and correct copy of the Amended CSA, with proprietary negotiated business terms redacted, is attached hereto as **Exhibit 2**.

8. The term of the Amended CSA was set to expire on or about April 29, 2025.

9. Pursuant to the amendment to the Amended CSA dated on or about March 24, 2025, the term under the Amended CSA was extended through July 1, 2025. A true and correct copy of the March 24, 2025 amendment is attached hereto as **Exhibit 3**.

10. Either party to the Amended CSA, as amended, has the option to terminate the Amended CSA upon written notice given not less than thirty days prior to end of the term.

11. As of April 30, 2025, Solutions owes no less than \$114,515.61 in past due payments under the Amended CSA. This amount does not include ServiceTitan’s attorneys’ fees related to the default and these proceedings, which must also be paid to cure the default under the Amended CSA.

12. On or about March 16, 2023, ServiceTitan and Solutions also entered into a twelve-month Customer Success Agreement related to ServiceTitan's provision of its Scheduling Pro, Schedule Engine services ("Schedule Engine CSA"). A true and correct copy of the Schedule Engine CSA, with proprietary negotiated business terms redacted, is attached hereto as **Exhibit 4**.

13. As of April 30, 2025, Solutions owes no less than \$42,534.34 in past due payments under the Schedule Engine CSA. This amount does not include ServiceTitan's attorneys' fees related to the default and these proceedings, which must also be paid to cure the default under the Schedule Engine CSA.

14. I understand from the Assumption Notice that Solutions or Debtors are proposing to assume the Amended CSA, as amended, or the Schedule Engine CSA.

15. I also understand from the Assumption Notice that Solution or Debtors are potentially seeking to assign the Amended CSA, as amended, or the Schedule Engine CSA to up to six buyers of Debtors' business units.

16. Any attempt to assign the Amended CSA or the Schedule Engine CSA to the six independent buyers would substantially alter the terms of those agreements and result in a significant increase in the costs of the agreements to ServiceTitan.

17. Under the Amended CSA and the Schedule Engine CSA, ServiceTitan has worked with the Debtors as one corporate entity. ServiceTitan had a limited number of primary contacts from the Debtors and only one contracting counterparty.

18. If Debtors were to assign the Amended CSA or the Schedule Engine CSA to multiple buyers, that would significantly alter the services and software ServiceTitan is being asked to provide compared to what its obligations were under the Amended CSA or the Schedule Engine CSA with Solutions.

19. Attempting to assume and assign the Amended CSA or the Schedule Engine CSA to multiple buyers would result in a situation where the Debtors or buyers seek to divide access to ServiceTitan's software systems and data among multiple parties. ServiceTitan should not be compelled to provide multiple buyers with access to customer data or other information stored on ServiceTitan's systems.

20. Any purported assignment to multiple buyers will likely result in each of the buyers needing to negotiate specific contracts with ServiceTitan to meet their needs.

21. If Solutions was permitted to assume and assign the Amended CSA or the Schedule Engine CSA to multiple buyers, ServiceTitan would be entitled to seek payment from any of the buyers for all of the amounts owed under the Amended CSA or the Schedule Engine CSA.

22. Though ServiceTitan welcomes the opportunity to work with the buyers of Debtors' business units, doing so through the assignment of the Amended CSA or the Schedule Engine CSA is untenable.

23. ServiceTitan and the buyers would be better off if they were permitted to negotiate (i) their own agreements or, (ii) if one or more of the buyers are already a ServiceTitan customer, the inclusion of any of the purchased Debtor entities into such agreements.

24. If the proposed sales, assumptions, and assignments close in May 2025, ServiceTitan intends to provide written termination notices under the Amended CSA to allow ServiceTitan and the buyers to negotiate new contracts to meet each buyer's needs and preferences.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this ___ day of May, 2025.
5/2/2025

DocuSigned by
Jonathan Minoofar

JONATHAN MINOOFAR
Senior Director, Revenue Accounting
ServiceTitan, Inc.

Certificate Of Completion

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Signer Events


Jonathan Minoofar

jminoofar@servicetitan.com

Director - Revenue

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Company Name: Snell & Wilmer

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Lara J. Taylor

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Legal Administrative Assistant

Snell & Wilmer L.L.P.

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Nathan G. Kanute

nkanute@swlaw.com

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Completed	Security Checked	5/2/2025 11:02:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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801 N. Brand Blvd Suite 700
Glendale, CA, 91203

CUSTOMER SUCCESS AGREEMENT

PAGE 1

Pricing Valid until: 04/30/2020

Legal Business Name:	AirPro Solutions (formerly Bruno Home Performance LLC, Air Pros, LLC, and Solar Bear Services, LLC)	Primary Contact Name:	Anthony Perera
Phone:	(352) 427-7864	Primary Contact Email:	anthony.perera@airprosusa.com
Legal Business Address:	3801 SW 47 th Ave #504 Davie, FL 33314 United States	Subscription Start Date:	05/02/2020
		Subscription Term (in months):	12

Core Platform & Software Services	Unit Price per month	Quantity	Total Monthly Recurring Fee
ServiceTitan® Managed Technicians		80	
ServiceTitan® Office Users		Unlimited[2]	
Phone Integration		Unlimited[2]	
Enterprise Customer Support		Unlimited[2]	

Professional Services	Description	Quantity	Total Non-Recurring Fees
Getting Started Package™	<ul style="list-style-type: none">• Process audit and discovery• ServiceTitan account set-up with synced connection to Quickbooks Desktop Enterprise• Data migration from your legacy software to ServiceTitan• Enterprise account setup and configuration• Pre-launch review• Onsite training and go-live support• Best practices consultation	1	

[1] The price per ServiceTitan® Managed Technicians will be discounted to [REDACTED] per Managed Technician license for the initial seventy (70) Managed Technicians. Any additional Managed Technicians beyond the initial seventy (70) will have a price of [REDACTED] per Managed Technician. The ServiceTitan® Managed Technicians Total Monthly Recurring Fee indicated in this page is calculated accordingly with the aforementioned discount applied.

[2] Subject to platform management and anti-abuse practices.



801 N. Brand Blvd Suite 700
Glendale, CA, 91203

CUSTOMER SUCCESS AGREEMENT

PAGE 2

PURCHASE ORDER SUMMARY

This agreement is subject to terms and conditions set forth in any Appendices. See Payment section in Appendix 1 for billing details.

Signature

The individuals signing below hereby represent that they are each an authorized representative of their respective companies and have executed this Agreement as of the last date of signature below ("Effective Date"):

SERVICETITAN, INC.		AirPro Solutions (formerly Bruno Home Performance LLC, Air Pros, LLC, and Solar Bear Services, LLC)
NAME: Pauline Koo		NAME: Anthony Perera
TITLE: Controller		TITLE: President
DATE: 4/30/2020		DATE: 4/30/2020
SIGNATURE: <small>DocuSigned by:</small> <i>Pauline Koo</i> <small>EAC7112410024A5...</small>		SIGNATURE: <small>DocuSigned by:</small> <i>Anthony Perera</i> <small>B51B11E7A656464...</small>

**ServiceTitan**801 N. Brand Blvd Suite 700
Glendale, CA, 91203

CUSTOMER SUCCESS AGREEMENT

PAGE 3

APPENDIX 1

TERMS & CONDITIONS

1. **Terms of Service:** This Customer Success Agreement ("Agreement") is subject in all respect to the ServiceTitan Service Terms of Use set forth at <http://www.servicetitan.com/TermsOfUse> which are incorporated by reference into this Agreement. In the event of any conflict between this Agreement and the Terms of Use, this Agreement shall govern. Complete product and support descriptions are available online. These product and support descriptions are true and accurate at the date of their publication and as updated from time to time. The System operates substantially as described in the documentation published online at the [ServiceTitan Knowledge Base](#).
2. **Term:** This Agreement shall be effective for the Subscription Term indicated on the prior page. Following the Subscription Term, this Agreement shall automatically renew for successive twelve (12) month terms (each, an "Additional Term") unless a party gives not less than thirty (30) days' written notice prior to renewal. Each Additional Term will renew at a price increase of [REDACTED] over the previous term.
3. **Fees:** You agree to purchase at least the number of managed technician licenses set forth on the prior page for the specified term (the "Minimum License Level"). Additional licenses may be purchased at the same pricing during the term, with fees prorated for partial months, and customer may make adjustments in the actual number of licenses from time to time, provided that customer must always purchase a number of licenses equal to or greater than the Minimum License Level. Monthly billing will be based upon the number of users at the beginning of the period, plus prorated billing for any added users and without reduction for users removed during the period. All fees paid hereunder are non-refundable and non-recoupable.
4. **Payment:** Beginning on the Subscription Start Date, all payments due and owing under this Agreement shall be made monthly in advance through automated clearing house ("ACH") transfers. Inquiries regarding ACH transfers may be submitted to billing@servicetitan.com. Instructions for ACH transfers: <https://help.servicetitan.com/Content/Settings/billing-ACH.htm>.

Mailing Address: ServiceTitan, Inc. Attn: Accounts Receivable 801 N. Brand Blvd., #700 Glendale, CA 91203	Wire Instructions: Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054 ABA/Routing: [REDACTED] For Credit of: ServiceTitan, Inc. Swift Code: [REDACTED] Account: [REDACTED]
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5. **Early Termination:** This contract is a firm obligation for its entire term and cannot be terminated without both parties agreeing. If you want to terminate this agreement before the term is over, you will owe a termination fee equal to all the remaining payments. The only exception is that you may terminate if ServiceTitan materially breaches this Agreement and does not cure the breach within thirty (30) days' of receiving your written notice. ServiceTitan can cancel this Agreement on thirty (30) days' notice if you breach your obligations (including by not paying amounts as they come due).
6. **Taxes:** ServiceTitan's products and services may be required to charge sales tax on pursuant to certain state and local sales tax laws. Estimated taxes are not included in this agreement. Your invoice will reflect the final taxes in effect at the time of invoicing based on the address for the business(es). Customer must claim any exemption for all applicable taxes at the time of purchase and provide any/all exemption certifications and email documentation to taxinquiry@servicetitan.com.
7. **Confidentiality:** ServiceTitan will provide Customer with confidential information and proprietary materials in the course of Customer's implementation, including, but not limited to, guides, product descriptions and configuration tools (the "Materials"). Customer agrees that the Materials are proprietary to and owned by ServiceTitan and that Customer will hold the Materials confidential and use them solely for the purpose of transitioning to and implementing the ServiceTitan platform. Customer further agrees to keep pricing confidential.
8. **Consolidation of Agreements and Accounts:** In the event that Customer acquires other businesses, the terms of this Agreement shall be applicable to the Managed Technician Licenses for (i) those other businesses that are current ServiceTitan Customers and (ii) future subsidiaries of Customer not utilizing ServiceTitan at the time of acquisition ("Future Acquired Companies") at the rate of [REDACTED] per Managed Technician License. All outstanding balances owed by the Future Acquired Companies will be payable prior to transition to this Agreement and previous agreements with respect to the provision of Managed Technician Licenses ("Acquired Entity Agreements") shall be amended and restated to the terms set forth in this Agreement, with conflicting pricing terms superseded hereby. Nothing in this Section 8 shall be construed to allow the terms of any Acquired Entity Agreement to be assigned to or applicable to Customer and its affiliated companies. In other words, this agreement may be assigned 'downward' to current and future subsidiaries, but no agreement with an acquired company may be assigned 'upward' for the use of Customer and its other affiliated businesses.



801 N. Brand Blvd Suite 700
Glendale, CA, 91203

CUSTOMER SUCCESS AGREEMENT

PAGE 2

APPENDIX 2

FUTURE LOCATION COSTS

ServiceTitan and AirPro Solutions mutually agree that all future acquired companies or new business locations that require a new, separate ServiceTitan Tenant ("Future Locations"), i.e., those not existing as of the Effective Date, whether formed or acquired, are to be explicitly identified and agreed to at a future date within a separate change order form to this Agreement (including respective and applicable Statement of Work) prior to ServiceTitan beginning any implementation or migration work. Future Locations that are not on ServiceTitan will have a managed technician pricing of [REDACTED] and Future Locations that are already on ServiceTitan's platform will have a managed technician pricing of [REDACTED] upon the expiration of their existing Customer Success Agreement.

Costs for Future Location are as follows:

Future Location Costs	Number of Managed Technicians	Data Migration	Accounting Migration (Add-on Service)	Implementation Bootcamp (Add-on Service)
	3 to 8	[REDACTED]	[REDACTED]	N/A
	9 to 14	[REDACTED]	[REDACTED]	N/A
	15 to 29	[REDACTED]	[REDACTED]	[REDACTED] per attendee seat
	30 or more	[REDACTED]	[REDACTED]	[REDACTED] per attendee seat

On-Site Training (Add-on Service)	Number of Managed Technicians	Price per Business Location	On-site Discovery	On-site, Go-live Support
	3 to 14	[REDACTED]	N/A	N/A
	15 to 29	[REDACTED]	N/A	Two (2) persons, two (2) days each
	30 or more	[REDACTED]	One (1) person, one (1) day	One (1) person for four (4) days; two (2) additional persons for two (2) days each



CUSTOMER SUCCESS RENEWAL AGREEMENT

PAGE 1

AMENDED AND RESTATED

This Customer Success Renewal Agreement amends and restates in its entirety to the Customer Success Agreement (including respective amendments or addendums), signed and completed on April 30, 2020, between the parties and supersedes it for all purposes beginning on the Subscription Start Date of this Agreement.

Legal Business Name:	AirPro Solutions	Primary Contact Name:	Anthony Perera
Phone:	(352) 427-7864	Primary Contact Email:	anthony.perera@airprosusa.com
Legal Business Address:	3801 SW 47 th Ave #504 Davie, Florida 33314 United States	Subscription Start Date:	05/02/2022
		Subscription Term (in months):	24

Core Platform & Software Services	Unit Price per month	Quantity	Total Monthly Recurring Fee
ServiceTitan® Managed Technicians	██████	199	████████████████████
ServiceTitan® Office Users	██████	Unlimited [1]	
Phone Integration	██████	Unlimited [1]	
Enterprise Customer Support	██████	Unlimited [1]	

[1] Subject to platform management and anti-abuse practices.

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CUSTOMER SUCCESS RENEWAL AGREEMENT

PAGE 2

PURCHASE ORDER SUMMARY

This agreement is subject to terms and conditions set forth in any Appendices. See Payment section in Appendix 1 for billing details.

SERVICETITAN IS PROUD TO LAUNCH THE COMMUNITY CODE OF CONDUCT THAT DETAILS OUR CORE VALUES AND THOSE OF OUR CUSTOMERS AND PARTNERS. OUR COMMUNITY CODE OF CONDUCT IS APPLICABLE TO OUR EMPLOYEES AND CUSTOMERS AND MAY BE FOUND AT <https://www.servicetitan.com/legal/community-code-of-conduct>.

Signature

	The individuals signing below hereby represent that they are each an authorized representative of their respective companies and have executed this Agreement as of the last date of signature below ("Effective Date"):
--	--

SERVICETITAN, INC.		AirPro Solutions
NAME: Jonathan Minoofar		NAME: Anthony Perera
TITLE: Director - Revenue		TITLE: President
DATE: 4/29/2022		DATE: 4/29/2022
SIGNATURE:  DocuSigned by: 9148BF2F75524D6...		SIGNATURE:  DocuSigned by: CC421587AD1544B...



CUSTOMER SUCCESS RENEWAL AGREEMENT

PAGE 3

APPENDIX 1

TERMS & CONDITIONS

1. **Terms of Service:** This Customer Success Agreement ("Agreement") is subject in all respect to the ServiceTitan Service Terms of Use set forth at <http://www.servicetitan.com/TermsOfUse> which are incorporated by reference into this Agreement. In the event of any conflict between this Agreement and the Terms of Use, this Agreement shall govern. Complete product and support descriptions are available online. These product and support descriptions are true and accurate at the date of their publication and as updated from time to time. The System operates substantially as described in the documentation published online at the [ServiceTitan Knowledge Base](#).
2. **Term:** This Agreement shall be effective for the Subscription Term indicated on the prior page. Following the Subscription Term, this Agreement shall automatically renew for successive twelve (12) month terms (each, an "Additional Term") unless a party gives not less than thirty (30) days' written notice prior to renewal. Each Additional Term will renew at a price increase of [REDACTED] over the previous term.
3. **Fees:** You agree to purchase at least the number of managed technician licenses set forth on the prior page for the specified term (the "Minimum License Level"). Additional licenses may be purchased at the same pricing during the term, with fees prorated for partial months, and customer may make adjustments in the actual number of licenses from time to time, provided that customer must always purchase a number of licenses equal to or greater than the Minimum License Level. Monthly billing will be based upon the number of users at the beginning of the period, plus prorated billing for any added users and without reduction for users removed during the period. All fees paid hereunder are non-refundable and non-recoupable.
4. **Payment:** Beginning on the Subscription Start Date, all payments due and owing under this Agreement shall be made monthly in advance through automated clearing house ("ACH") transfers. Inquiries regarding ACH transfers may be submitted to billing@servicetitan.com. Instructions for ACH transfers: <https://help.servicetitan.com/Content/Settings/billing-ACH.htm>.
5. **Early Termination:** This contract is a firm obligation for its entire term and cannot be terminated without both parties agreeing. If you want to terminate this agreement before the term is over, you will owe a termination fee equal to **all the remaining payments**. The only exception is that you may terminate if ServiceTitan materially breaches this Agreement and does not cure the breach within thirty (30) days' of receiving your written notice. ServiceTitan can cancel this Agreement on thirty (30) days' notice if you breach your obligations (including by not paying amounts as they come due).
6. **Taxes:** ServiceTitan's products and services may be required to charge sales tax on pursuant to certain state and local sales tax laws. Estimated taxes are not included in this agreement. Your invoice will reflect the final taxes in effect at the time of invoicing based on the address for the business(es). Customer must claim any exemption for all applicable taxes at the time of purchase and provide any/all exemption certifications and email documentation to taxinquiry@servicetitan.com.
7. **Confidentiality:** ServiceTitan will provide Customer with confidential information and proprietary materials in the course of Customer's implementation, including, but not limited to, guides, product descriptions and configuration tools (the "Materials"). Customer agrees that the Materials are proprietary to and owned by ServiceTitan and that Customer will hold the Materials confidential and use them solely for the purpose of transitioning to and implementing the ServiceTitan platform. Customer further agrees to keep pricing confidential.
8. **Payment Plan Agreement:** Customer acknowledges that the Managed Technician unit pricing and access to the ServiceTitan platform is contingent on Customer's agreement to be charged [REDACTED] per month via ACH along with Customer's regular monthly payments until Customer's total [REDACTED] -balance is paid off.
9. **Free Managed Technicians Agreement:** ServiceTitan will provide Customer with thirty-five (35) Managed Technicians for AirPro Services and twenty-five (25) Managed Technicians for One Source Home Services, respectively, under the condition that the combined sixty (60) Managed Technicians do not run any jobs on the ServiceTitan platform.
10. **Consolidation of Agreements and Accounts:** In the event that Customer acquires other businesses, the terms of this Agreement shall be applicable to the Managed Technician Licenses for (i) those other businesses that are current ServiceTitan Customers and (ii) future subsidiaries of Customer not utilizing ServiceTitan at the time of acquisition ("Future Acquired Companies") at the rate of [REDACTED] per Managed Technician License. All outstanding balances owed by the Future Acquired Companies will be payable prior to transition to this Agreement and previous agreements with respect to the provision of Managed Technician Licenses ("Acquired Entity Agreements") shall be amended and restated to the terms set forth in this Agreement, with conflicting pricing terms superseded hereby. Nothing in this Section 10 shall be construed to allow the terms of any Acquired Entity Agreement to be assigned to or applicable to Customer and its affiliated companies. In other words, this agreement may be assigned 'downward' to current and future subsidiaries, but no agreement with an acquired company may be assigned 'upward' for the use of Customer and its other affiliated businesses.

Amendment to Amended and Restated Customer Success Agreement

This Amendment to the ServiceTitan Amended and Restated Customer Success Agreement ("Amendment"), is made and effective as of the Amendment Effective Date, by and between ServiceTitan, Inc., a Delaware corporation, with its principal offices at 800 N. Brand Blvd., Ste. 100, Glendale, CA 91203 ("ServiceTitan"), and AirPro Solutions, a business with its principal offices at 3801 SW 47th Ave #504, Davie, FL 33314 ("Customer").

ServiceTitan and Customer entered into that certain Amended and Restated Customer Success Agreement with an Effective Date of April 29, 2022 (the "Agreement"). The purpose of this Amendment is to modify certain provisions of the Agreement as provided below.


ServiceTitan and Customer hereby agree to the following amendment to the Agreement, with the intent to be legally bound.

The current Additional Term of the Agreement is hereby extended through July 1, 2025.

All capitalized terms used herein are as defined in the Agreement unless otherwise defined in this Amendment. Except as modified by this Amendment, all other terms, conditions, provisions, and covenants of the Agreement shall remain in full force and effect, and are hereby ratified and confirmed. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

Signature:

The individuals signing below hereby represent that they are each an authorized representative of their respective companies and have executed this Agreement as of the last date of signature below ("Amendment Effective Date"):

ServiceTitan, Inc.	Customer: AirPro Solutions
NAME:	NAME: Brian Smith
TITLE:	TITLE: COO
DATE:	DATE: 3/24/2025
SIGNATURE:	SIGNATURE: 

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Glendale, CA 91203**Customer Success Agreement****Page 1**

This Agreement replaces and supersedes any and all previous agreements entered into by Customer with respect to the Services prior to the Effective Date.

Service Order**1. Services Selection.**

Pricing is valid until March 31, 2023

Subscription Services Pricing

Customer expects to request multiple Tenants of Subscription Services for its managed brands or locations which in each case are Affiliates of Customer (each requested brand or location a "Tenant"). The following prices shall apply to the Subscription Services Tenants requested by Customer as set forth in the table below. Additional Tenants requested by Customer may require an addendum to this Agreement.

Scheduler Subscription Services	
Subscription Start Date:	As defined in Appendix 1
Subscription Services Package:	Scheduling Pro, Schedule Engine Live Chat
Minimum Technician Commitment:	N/A
Subscription Term (Months):	12
Implementation Fee per Tenant:	██████
Custom Agreement Terms: Customer shall be entitled to the following promotions, contingent on Customer's compliance with the below Agreement, including fulfillment of all obligations contemplated herein: Scheduler Only: <ul style="list-style-type: none"> • █████ flat rate per unique scheduler • First 3-months free for each new location 	

Tenant	Technician Commitment		Applicable Monthly Subscription Fees	Subscription Start Date
	Minimum	Maximum		
Air Pros	101	150	██████ / month	April 1, 2023
Annisson Heating (Great Guys)	11	29	██████ / month	Per Section 3 below
CM Heating	51	75	██████ / month	Per Section 3 below
Doug's Service Company	11	29	██████ / month	Per Section 3 below
Hansen Heating & Cooling	101	150	██████ / month	April 1, 2023
LaGrange Air Force Heating	30	50	██████ / month	Per Section 3 below
OneSource Home	30	50	██████ / month	April 1, 2023

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Service				
Dallas Plumbing Company	30	50	████ / month	Per Section 3 below
Universal Air & Heat	30	50	████ / month	Per Section 3 below
Additional Tenants acquired within Term ("Additional Tenants")			████ / month	Per Section 3 below

Live Services	Live Voice	Live Chat
Monthly Usage Commitment	0 minutes	100 chats
Effective Price Per Billable Unit	per minute	████ per chat
Monthly Recurring Fees	per month	████ per month
Monthly Buffer Usage Included	minutes	15 chats
Price Per Billable Buffer Unit	per minute	████ per chat
Price Per Billable Overage Unit	per minute	████ per chat
Monthly Recurring Fees Start Date:	Apr 1, 2023	

The Billable Minutes and Billable Chats for all Tenants apply towards the Minimum Commitment per Month set forth above.

2. Payment Authorization.

Customer must provide ServiceTitan with a valid payment method prior to commencement of Onboarding Services. Please click the unique, secure link below to add an authorized payment method to your account. This may be completed following execution of the Customer Success Agreement.

Payment Responsibilities

ServiceTitan may offer billing and invoicing for each Tenant for convenience to the Customer. Notwithstanding the foregoing, Customer shall be jointly and severally liable for payment of all fees due and owed per Instance under the Agreement and pursuant to the terms thereof.

_____ Bill all fees at the Customer level

_____ Bill individual Tenants for their respective fees

3. Onboarding, Tenant Activation Date.

3.1. **Tenant Activation Dates.** ServiceTitan will provide Onboarding Services to each Tenant in order to configure the selected Services for that Tenant. Onboarding Services will commence for a particular Tenant as of the date of the applicable Tenant "kick off" meeting with ServiceTitan, or as otherwise agreed in writing between ServiceTitan and Customer but no later than thirty (30) days from selection of the Services. Once Onboarding Services for a given Service are complete, ServiceTitan will Activate the Services for that Tenant ("Activated Tenant"). The date on which that Activation occurs will be the Tenant Activation Date for the Tenant at issue. Because there are multiple Tenants, there will be multiple Tenant Activation Dates under this Agreement. The Billing for Subscription Services and Live Services for each Tenant will begin on the Tenant Activation Date for that Tenant. To the extent the Tenant Activation Date for a Tenant occurs later than the first day of the month, the first month fees and commitments will be prorated accordingly.

3.2. **Minimum Tenant Commitment.** Notwithstanding anything to the contrary set forth herein, each Activated

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Tenant will be billed for their respective fees; however, Customer will be responsible for payment for the minimum number of Tenants as follows: (i) beginning April 1, 2023, for a minimum of three (3) Tenants as designated by ServiceTitan; (ii) by September 1, 2023 for a minimum of nine (9) Tenants as designated by ServiceTitan ("Minimum Tenant Commitment"). Customer is ultimately responsible for the timely payment of all fees and charges herein.

4. Billing Schedule.

- 4.1. Subscription Services for each Activated Tenant are billed in advance on a monthly basis at the applicable monthly rate, which is based on the number of Technicians in each month, for the duration of the Term, beginning on the Tenant Activation Date. Customer agrees to promptly notify ServiceTitan in writing of any increase in Technician count.
- 4.2. Each Activated Tenant will be charged individually for their respective fees however, Customer will be billed the difference between the Minimum Tenant Commitment and the number of Activated Tenants in accordance with Section 3.2.
- 4.3. Live Services fees for each Activated Tenant are billed in arrears on a monthly basis at the applicable rates set forth herein for the duration of the Term, beginning upon the Tenant Activation Date.
- 4.4. At the end of each calendar quarter in which Customer has not met any of its Minimum Commitments set forth in the Live Services table under Section 1 above, ServiceTitan shall bill Customer, as a shortfall fee, the amount resulting from subtracting the Billable Units consumed or caused to be consumed by Customer or Activated Tenants of the Applicable Service from the corresponding Minimum Commitment, and multiply the result times the applicable Live Service unit fees set forth in the table above.
- 4.5. Any Implementation Fee and other non-recurring fees stated in the Service Order ("Total Initial Deposit") will be processed on the Subscription Start Date. All payments due and owing under this Agreement shall be made via ACH transfers.

Customer Billing Contact Information.

Customer Legal Name	Air Pros Solutions
Billing Address	150 S Pine Island Rd Suite 200 Plantation FL 33324
Billing Contact	Matie Crespo
Name	Anthony Perera
Email	AP@airprosusa.com
Phone	3524277864
Additional Invoice Recipients (email)	Anthony.perera@airprosusa.com

This Customer Success Agreement (the "Agreement") is comprised of this Service Order, together with all appendices, and is subject to the Terms of Service (as defined in Appendix 1).

ServiceTitan is proud to launch the community code of conduct that details our core values and those of our customers and partners. Our community code of conduct is applicable to our employees and customers and may be found at <https://www.servicetitan.com/legal/community-code-of-conduct>.



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ServiceTitan, Inc.
801 N. Brand Blvd
Glendale, CA 91203

Customer Success Agreement

Page 4

Signature:

The individuals signing below hereby represent that they are each an authorized representative of their respective companies and have executed this Agreement as of the last date of signature below ("Effective Date"):

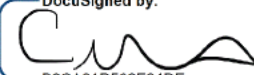
ServiceTitan, Inc.

Customer: Air Pros, LLC

Name: Caroline McCarthy
Title: Director
Date: 3/16/2023

Name: Anthony Perera
Title: Operations Manager
Date: 3/16/2023

Signature:

DocuSigned by:

B9CA01D562E34DE...

Signature

DocuSigned by:

CC421587AD1544B...

**ServiceTitan®**ServiceTitan, Inc.
801 N. Brand Blvd
Glendale, CA 91203**Customer Success Agreement****Page 5****Appendix 1****Terms & Conditions****1. Terms of Service**

This Customer Success Agreement ("Agreement") is subject in all respects to the Terms of Service applicable to the Services as set forth at <https://www.scheduleengine.com/terms-of-service> ("Terms of Service") which are incorporated by reference into this Agreement. In the event of any conflict between this Agreement and the Terms of Service, this Agreement shall govern. Complete product and support descriptions are available online. These product and support descriptions are true and accurate as of the date of their publication and as updated from time to time. Terms not defined in this Agreement (including any attached appendices) which are defined in the Terms of Service shall have the meaning set forth in the Terms of Service.

2. Term

This Agreement shall be effective on the Effective Date and will continue for the Subscription Term indicated in the Service Order above. The Subscription Term commences on the Subscription Start Date. Following the Subscription Term, this Agreement shall automatically renew for successive twelve (12) month terms (each, an "Additional Term" and together with the Subscription Term, the "Term") unless a party gives not less than thirty (30) days' written notice prior to renewal; provided, however, that any notice of non-renewal which has the sole purpose of not renewing this Agreement in order to change the pricing terms set forth herein (including any modification to the price increase provision in the next paragraph) must be transmitted by ServiceTitan not less than six (6) months in advance of the applicable renewal date, and in any case will not be effective prior to the expiration of the Subscription Term and the first Additional Term thereafter.

Each Additional Term will renew at a price increase which is the greater of: (a) [REDACTED] over the immediately preceding Subscription Term, or Additional Term, as applicable; or (b) the CPI Increase Percentage. Each price increase will not exceed [REDACTED].

"CPI" means the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982 - 1984 = 100), as published by the U.S. Department of Labor.

"CPI Increase Percentage" means the percentage increase in CPI (if any) over the completed calendar year prior to the most recent February 1 preceding the applicable Additional Term. If CPI is not available for an applicable time period, ServiceTitan will instead utilize another similar index to calculate price increases, as determined in its sole discretion.

3. Fees

You agree to subscribe to the Services in the types and quantities as set forth in the Service Order above for the specified term (the "Minimum Services"). You may purchase additional Service subscriptions at the same pricing during the Term, and you may make adjustments in the additional Service subscriptions you may purchase from time to time, provided that you must always purchase Service subscriptions equal to or greater than the Minimum Services (including the Minimum Technician Commitment and the Minimum Monthly Fees for Live Services, as defined in the Service Order). Monthly billing for Subscription Services will be based upon the number of Technicians and, as applicable, the minimum committed volume of Metered Services at the beginning of the billing period, without reduction for Technicians removed during the billing period. Any increase in Customer's Technician count which results in an increase in monthly Subscription Service fees will be billed monthly in arrears and be applicable to the entire month in which the increase occurred. Monthly billing for Metered Services usage which exceeds any minimum committed volume will be in arrears. All fees paid hereunder are non-refundable and non-recoupable.

4. Payment

Customer agrees to pay ServiceTitan fees in accordance with the amounts and periods specified in the Service Order and pursuant to this Agreement. Customer must provide the necessary automated clearing house ("ACH") payment information to ServiceTitan prior to the start of Onboarding Services. Inquiries regarding ACH transfers may be submitted to accounting@scheduleengine.com. Instructions for ACH transfers: <https://support.scheduleengine.com/support/solutions/articles/72000566125-billing-inquiries> and <https://support.scheduleengine.com/support/solutions/articles/72000538952-how-do-i-update-the-payment-method-on-file>. Notwithstanding the foregoing, to the extent ServiceTitan elects to provide Customer the option to pay fees hereunder via credit card, such option may be withdrawn by ServiceTitan at any time, and thereafter Customer shall pay all fees to ServiceTitan via ACH as set forth above. ServiceTitan may upon written notice to Customer (including via email) migrate Customer's future payments hereunder to the payment method (typically

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Glendale, CA 91203**Customer Success Agreement****Page 6**

ACH from Customer bank account) utilized under Customer's other agreements with ServiceTitan (such as agreements for ServiceTitan core services, including managed technician subscriptions).

5. Onboarding & Implementation

ServiceTitan will provide Customer with Onboarding Services in consideration for the applicable fees set forth in the Service Order in accordance with applicable Documentation, if the Customer engages ServiceTitan for, or a selected Service requires such Onboarding Services.

6. Early Termination

This Agreement is a firm obligation for its entire Term, and subject to Section 2 above and the Terms of Service, can only be terminated upon the mutual agreement of both parties. If the Customer terminates this Agreement prior to the expiration of the then-current Term, Customer will owe a termination fee equal to all the remaining payments and both parties hereby agree that the termination fee is based on an agreed minimum usage commitment by Customer and is not a penalty. The only exception is that Customer may terminate this Agreement if ServiceTitan materially breaches this Agreement and does not cure the breach within thirty (30) days' of receiving written notice from the Customer. ServiceTitan may terminate this Agreement on thirty (30) days' notice if the Customer breaches its obligations (including by not paying amounts as they come due).

7. Taxes

ServiceTitan may be required to charge sales or other tax on products and services pursuant to certain foreign, federal, state, provincial and local laws, and may pass through regulatory, access, or usage fees or charges. Estimated taxes and charges are not included in the Service Order above and shall be borne by the Customer. The Customer's invoice will reflect the final taxes in effect at the time of invoicing based on the address for the business(es). Customer must claim any exemption for all applicable taxes at the time of purchase and provide any/all exemption certifications and email documentation to accounting@scheduleengine.com.

8. Consolidation of Agreements and Accounts

In the event that Customer acquires other businesses after the date of this Agreement, the terms of this Agreement shall be applicable to the Services for such businesses only if such businesses are not party to a current agreement governing the provision of Services at the time of acquisition ("Non-ServiceTitan Acquisitions"). In the event that Customer acquires other businesses after the date of this Agreement that at the time of acquisition are party to a current agreement governing the provision of Services ("ServiceTitan Acquisitions"), Customer must provide ServiceTitan prompt written notice of each such ServiceTitan Acquisition, and all agreements between any ServiceTitan entity and the ServiceTitan Acquisitions governing the provision of Services ("Acquired Entity Agreements") shall continue in full force and effect in accordance with their terms. Nothing in this Section shall be construed to allow the terms of any Acquired Entity Agreement to be assigned to or applicable to Customer, its affiliates or any other business or entity. In other words, this Agreement may be assigned 'downward' to Customer's current Affiliates and future Non-ServiceTitan Acquisitions, but no agreement with a ServiceTitan Acquisition will be altered by virtue of such an acquisition or may be assigned 'upward' for the use of Customer, its affiliates or any other business or entity. Customer will provide prompt written notice to ServiceTitan in the event of any Non-ServiceTitan Acquisition or ServiceTitan Acquisition.

9. Waiver

No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.'