OSIRIS × WinBros Window Cleaning Automation

Services Agreement

This Automation Services Agreement ("Agreement") is entered into as of <u>1/20/2026</u> ("Effective Date"), by and between:

Provider: Spotless Scrubbers, LLC (operating as OSIRIS)
 Client: WinBros Windows

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1. SERVICES PROVIDED (PHASE 1 – CORE OPERATIONS)

Provider shall design, install, and operate an end-to-end automation system ("OSIRIS") for Client's window cleaning business, limited strictly to the functionality defined below.

1.1 Lead Intake & Call Handling

- AI answering of missed and after-hours inbound calls only

- Call logging, outcome tracking, and escalation to humans upon request

- Lead intake from Meta, Google LSA, website lead forms, phone calls, SMS/text, and other sources explicitly approved by Client

- Unified lead pipeline with lead-source attribution

- One-time service alerting logic for operational handoff

1.2 Booking Control & Client Authority

- All bookings must comply with Client-defined rules

- All bookings may be reviewed, overridden, or rejected by Client at any time without penalty

● No pricing finalization or binding quotes unless explicitly approved by Client

1.3 Scheduling & Rescheduling Safeguards

● Automated rescheduling and schedule rewrites may occur within Client-defined rules and parameters. All such actions shall be subject to Client override and may be reversed by Client at any time without penalty.

1.4 Job Tracking & Payment Triggers

● Job state tracking (booked → scheduled → completed → paid)

● Automatic post-completion payment trigger via Client-owned Stripe account only

● Failure handling, including payment retries and customer update links

1.5 Retargeting, Follow-Ups & Lifecycle Messaging

Automated SMS/email campaigns for:

● Missed calls (no invoice, no review request)

● Non-booked leads

● Seasonal reminders

● Service frequency nudges

● Review follow-ups and reminders

● Review-only follow-up logic when no invoice exists

1.6 Internal Alerts & Crew Briefings

● Alerts for high-value jobs ($1,000+)

● Alerts for underfilled days and stacked reschedules

● Daily crew-lead briefings including:

- - Weather

  - Job time windows and revenue

  - Upsell notes (including on-site gutter opportunities)
- Notifications to team leads for all material database changes

1.7 Performance & Incentive Tracking

Tracking by crew and team lead, including:

- Upsells per job and per crew

- Tips with equal distribution tracking

- Google review attribution ($10 per review)

- Centralized tracking of reviews, upsells, and tips

1.8 Admin Control Panel (Exceptions Only)

- Rain-day controls

- Job and payment exception handling

- Manual retry, mark-complete, and notification actions

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2. EXPLICIT EXCLUSIONS

Unless approved in writing, Provider shall **not**:

- Build or modify Client's website

- Set or finalize pricing

- Enroll service plans

- Act as merchant of record

- Process payments through Provider accounts

- Modify payroll, crew pay, or incentives

- Delete or overwrite Client data

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3. PROJECT TIMELINE

- **Build & Installation:** Approximately 3 weeks from receipt of deposit and access

- **Live Trial Period:** 2 weeks following installation

During the trial period:

- System operates on live calls and jobs

- No per-job fees are charged

- Client may terminate at sole discretion

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4. FEES & PAYMENT TERMS

4.1 Setup Fee

- Total: **$12,000 USD**

  - $6,000 (50%) due upon execution

  - $6,000 (50%) due only if Client elects to continue after trial

If Client does not continue after the trial, **100% of paid setup fees shall be refunded within five (5) business days**.

4.2 Ongoing Performance Fee (Post-Trial Only)

- $10 per Valid Booked Job

- Monthly cap: $1,250 USD

Valid Booked Job Definition:
A job is billable only if it is:

- Confirmed in Housecall Pro

- Within the approved service radius (≤ 50 minutes)

- Not canceled within Client-defined cancellation window

- Not reversed due to system or AI error

4.3 Fee Stability & Price Lock

- All fees under this Agreement, including setup fees, per-job fees, and monthly caps, are fixed for the duration of the Agreement and may not be increased or modified without Client's prior written consent.

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5. DATA OWNERSHIP & USAGE

- All data generated is the exclusive property of Client

- No model training, reuse, or disclosure without written consent

- Full data export available within five (5) business days upon request or termination

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6. ACCESS & SECURITY

- Minimum-necessary permissions only

- No password storage

- All system actions logged and auditable

- Immediate access revocation upon termination

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7. SUPPORT RESPONSE STANDARDS

- Provider shall respond to **critical system failures within one (1) business day**

- Provider shall respond to **non-critical issues within two (2) business days**

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8. BUSINESS CONTINUITY

If Provider ceases operations or materially fails:

- Client receives a 60-day uninterrupted access window

- Full data export provided within five (5) business days

- Reasonable transition assistance provided

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9. TERM & TERMINATION

- Agreement is month-to-month following the trial period

- Either party may terminate with thirty (30) days' written notice

Immediate Termination for Cause (Client)

Client may terminate immediately for cause, including but not limited to:

- Material service degradation

- Repeated booking system errors

- Unauthorized operational changes

- Data misuse

- Failure to meet support response standards

- Pricing changes

- Loss of trust due to operational risk

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10. PHASE 2 (NOT INCLUDED)

Phase 2 may include:

- Website build

- Auto-estimating tools

- Automated window-pane counting

Phase 2 requires a separate written agreement and is explicitly excluded from this Agreement.

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11. LIABILITY CARVE-OUT

Limitation of liability shall **not** apply to:

- Gross negligence

- Willful misconduct

- Data misuse

- Payment interference

- Unauthorized operational actions

12. SIGNATURES

PROVIDER

Signature: _____

DocuSigned by:
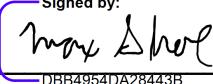
D8BF81EEF7B7445...

Name: Dominic Lutz

Title: Owner, Spotless Scrubbers / OSIRIS

Date: 1/20/2026
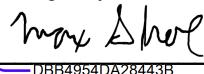
CLIENT

Signature: _____

Signed by:

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Name: Max Shoemaker

Title: Owner

Date: 1/20/2026