## Client Contract and Service Agreement

Version 02 - Client Contract and Service Agreement Version Effective Date: 5/27/2024

This document is intended to formalize the client relationship with Glass Technology Investments LLC, and establish a robust "Contract" or "Service Agreement." This document aims to provide transparent and easily understandable terms and conditions governing our operations and outlining our expectations for the client relationship.

#### **Contract / Service Agreement Sections**

| • | Terminology to Know           | Page: 1 |
|---|-------------------------------|---------|
| • | Invoices and Payments         | Page: 2 |
| • | Payment methods               | Page: 2 |
| • | Authority to sign             | Page: 3 |
| • | <b>General Contract Terms</b> | Page: 4 |
| • | Modifications                 | Page: 5 |
| • | Warranty and Maintenance      | Page: 6 |
| • | Liability                     | Page: 7 |
| • | Privacy                       | Page: 8 |
| • | Version Update Information    | Page: 8 |

### **Terminology to Know:**

At Glass Technology Investments (referred to as GTI, Glass Technology, We, Us, or Our), we provide a range of leased systems, including Networks, Camera Systems, and Phone Systems, to our valued clients.

In this context, "The Client" or "Client" or "Business" or "Business Owner" denotes any entity, individual, or business engaging in the purchase or utilization of our services. The term "Account" or "Client Account" pertains to the account held by "The Client" with us, encompassing documentation, confidential information, payment details, and related materials. It is our commitment to uphold the integrity of our engagements with clients, ensuring the highest standards of professionalism and confidentiality throughout our interactions.

## Client Contract and Service Agreement

Version 02 - Client Contract and Service Agreement Version Effective Date: 5/27/2024

#### **Invoices and Payments:**

GTI issues invoices to the Client on or around the 1st or 15th of each month, depending on the service start date, with payment due within 14 days unless otherwise specified. The Client commits to remitting payment by the designated due date, which is typically 14 days from the invoice date. Failure to settle invoices promptly may result in the suspension or termination of services, potentially leading to downtime. Additionally, a reactivation fee equivalent to 20% of the monthly invoice may be imposed for overdue accounts.

To ensure timeliness, checks must be post dated by the due date specified on the invoice. Initially, clients are granted a grace period of 3 Business Days before incurring a 10% late fee on the total amount due.

All equipment itemized in the invoice line items remains the sole property of Glass Technology Investments LLC. The use and functionality of said equipment are contingent upon timely payment of invoices and maintaining a good account standing with GTI. Good account standing is defined as having no more than 2 overdue invoices at any given time. Failure to meet this criterion may result in service disruption. GTI reserves the right to terminate the relationship and retrieve its hardware if the client account is deemed to be in poor standing. Alternatively, arrangements for continued service may be negotiated on a case-by-case basis with the client.

## Payment methods:

Payment to Glass Technology Investments (referred to as GTI) can be facilitated through various methods, including credit/debit card transactions, mailed checks, or ACH transfers. Any alternative arrangements, such as cash payments made in person, may be considered at the discretion of GTI.

## Client Contract and Service Agreement

Version 02 - Client Contract and Service Agreement Version Effective Date: 5/27/2024

### **Authority to sign:**

Both parties possess the requisite authority to enter into this Contract and fulfill all associated obligations. GTI stipulates that the individual signing or authorizing on behalf of the client must hold a position of authority within the business entity. Acceptable roles include but are not limited to Business Owner, President, CEO, Chief Operating Officer, Financial Accountant, Management, or any other lawful Business Representative.

## Client Contract and Service Agreement

Version 02 - Client Contract and Service Agreement

Version Effective Date: 5/27/2024

#### **General Contract Terms:**

Our General contract terms are subject to variation on a client-to-client basis. Any modifications shall be conveyed through written correspondence via email or text. Below delineates standard provisions concerning contract duration, amendments, and related matters.

Contracts are structured on a "month-to-month" basis, affording clients the flexibility to terminate at any time with a requisite notice period of 30 days. Upon cancellation, a termination date will be scheduled to facilitate a seamless transition, minimizing disruptions to services such as WiFi, internet access, or data migration from our servers. Our team will promptly retrieve our equipment from the client's premises. Should a client fail to facilitate the removal of our equipment or if said equipment incurs damage, the client will be invoiced for the full hardware value at the prevailing replacement cost. Our commitment to client satisfaction is underscored by our willingness to offer flexible terms to ensure optimal functionality.

In the event of service termination, we require either the retrieval of our hardware or the return of all equipment by the client in good condition. Failure to comply, whether due to business closure or refusal to relinquish equipment, will result in the client and business owner(s) assuming liability for the hardware costs. In such instances, we reserve the right to auto-deduct these expenses from the designated payment method or pursue legal remedies, including placing a lien on the business, building, or other pertinent property.

In cases of business transfer, we will assess the continuation of our business relationship with the new owners or explore alternative arrangements. Any associated fees or costs will be determined and communicated accordingly, with prior consultation recommended to facilitate a smooth transition. We prioritize maintaining ongoing business relationships amid ownership changes, recognizing the unique circumstances inherent in each scenario.

Continued utilization of GTI systems implies acceptance of our terms and conditions, obviating the need for a formal signature. GTI reserves the prerogative to update these terms, with the latest version accessible on our website, alongside a corresponding link provided on invoices or statements.

## Client Contract and Service Agreement

Version 02 - Client Contract and Service Agreement

Version Effective Date: 5/27/2024

#### **Modifications:**

In the event of client-initiated network modifications, such as building remodels, additional device installations, or expanded WiFi coverage requirements, the account will undergo a comprehensive evaluation for billing adjustments. Any ensuing changes will be promptly communicated to the client, ensuring transparency throughout the process. Costs associated with installations, configurations, and related services will be itemized and billed monthly as supplemental charges, without necessitating alterations to existing contract terms. Reductions in services will entail the removal of equipment and corresponding adjustments to monthly billing. Proposed modifications will be outlined in a new proposal presented to the client for consideration. Should a client necessitate relocation, discussions will ensue regarding the associated costs, downtime implications, and logistical considerations. Depending on the circumstances, it may be advisable to establish a new network infrastructure at the new location, followed by the removal of the existing setup post-relocation. The determination of relocation costs is contingent upon the specific details of each case and may involve considerations for waiver, reduction, or monthly billing arrangements. Each relocation scenario will be assessed individually to devise an optimal solution tailored to the client's needs.

## Client Contract and Service Agreement

Version 02 - Client Contract and Service Agreement Version Effective Date: 5/27/2024

#### **Warranty and Maintenance:**

Under our Leased Systems program, GTI assumes responsibility for the comprehensive maintenance and management of all equipment, encompassing updates, firmware upgrades, security patches, and necessary modifications. This entails addressing a broad spectrum of changes, including but not limited to:

- WiFi network name alterations
- Password updates
- VPN configuration adjustments
- · Replacement of malfunctioning hardware
- Fine-tuning camera settings
- Managing user profiles
- Modifying phone tree configurations

Our Leased Systems boast a robust lifespan of 5-10 years, with our business continuity and End of Life protocols structured around a 5-7 year cycle. While components such as firewalls and routers may necessitate more frequent replacement or updates, such instances are covered under the program without incurring additional charges. As part of our proactive approach, we conduct annual remote reviews of your system, ensuring its optimal performance and longevity.

When the time for system replacement or upgrades approaches, potential price adjustments will be discussed transparently as part of our ongoing client communication. Certain components may have longer End of Life cycles, and GTI meticulously evaluates all factors to deliver an optimized experience for our clients. It's important to note that GTI does not provide coverage for damages resulting from floods, fires, acts of God, theft, or intentional damage to our equipment. However, in the event of such occurrences, we collaborate with clients on insurance claims and facilitate hardware replacements, with associated costs borne by the client.

## Client Contract and Service Agreement

Version 02 - Client Contract and Service Agreement Version Effective Date: 5/27/2024

### Liability:

In today's technology landscape, achieving absolute perfection or infallibility in systems is an elusive goal. Like any technological solution, our Networks, cameras, and phone systems are not immune to occasional imperfections or vulnerabilities. It is imperative for the client to acknowledge and accept this inherent reality.

By engaging our services, the client explicitly acknowledges that GTI cannot be held liable for any loss of business, cyber attacks, data breaches, malicious damages, or similar incidents. The client agrees to absolve GTI of any responsibility or legal liability arising from such occurrences, understanding that it is not feasible nor practical to guarantee complete immunity against unforeseen events.

Furthermore, the client commits to holding GTI harmless from any potential legal disputes, recognizing that mutual cooperation and private resolution of matters serve the best interests of both parties. In the event of disputes or disagreements, the client agrees to pursue resolution through amicable means, foregoing the need for resorting to legal proceedings or involvement of the court system.

Additionally, the client acknowledges that the utilization of our systems does not ensure uninterrupted operation or 100% uptime. While GTI endeavors to deliver an optimal user experience, the complex nature of technology entails various external factors beyond our direct control. Despite our best efforts, occasional disruptions or downtime may occur due to unforeseen circumstances.

By availing themselves of any of our services or systems, the client demonstrates a nuanced comprehension of the inherent limitations of technology. Furthermore, they expressly acknowledge GTI's unwavering dedication to furnishing dependable solutions while diligently mitigating any undue legal liabilities.

## Client Contract and Service Agreement

Version 02 - Client Contract and Service Agreement Version Effective Date: 5/27/2024

#### **Privacy:**

At our company, we hold our clients' privacy in the highest regard and handle their information with utmost seriousness. With explicit consent from a designated representative of the client, we may utilize our professional relationship for marketing endeavors, including featuring the client as a partner, purchaser, or client in advertisements, such as on our website. It's essential to underscore that we adhere to strict confidentiality protocols; thus, we do not disclose private information or share data about a client's systems with other clients.

#### **Version Update Information:**

"We've crafted an enhanced version of our "Contract" or "Service Agreement" to foster a deeper understanding between our clients and Glass Technology Investments LLC. This refined document offers crystal-clear terms and comprehensive details, elevating transparency and ensuring a robust comprehension of our operations and mutual expectations within the client relationship."