

Glass Technology Investments LLC

5/26/2024

Version 01 - Client Contract and Service Agreement

Purpose:

Establish a “Contract” / “Service Agreement” between client and Glass Technology Investments LLC. Provide clear and easy to read and understand terms and conditions on our operations and our client relationship expectations.

Contract / Service Agreement Sections

- **Terminology to Know**
- **Invoices and Payments**
- **Payment methods**
- **Authority to sign**
- **General Contract Terms**
- **Termination of contract**
- **Modifications**
- **Warranty and Maintenance**
- **Liability**
- **Privacy**

Terminology to Know:

Terms that refer to us, Glass Technology Investments

- GTI
- Glass Technology
- We, Us, Our

“Leased systems” refers to any system we lease to the client such as

- Networks
- Camera Systems
- Phone Systems

“The Client” or “Client” or “Business” or “Buisness Owner” refers to any entity, person or business that is purchasing or utilizing our services. “Account” or “Client Account” refers to “The Client’s” account with us and may include things such as documentation, confidential information we have, payment information, etc.

Invoices and Payments:

GTI will invoice the Client each month on/around the 1st of the month or on/around the 15th of the month depending on start of service. With payment due within 14 days unless otherwise noted. The Client agrees to pay invoice(s) by the due date(s) specified (14 days after invoice date). Unpaid or overdue invoices may result in suspension or termination of the services which may include downtime and a reactivation fee of 20% of the monthly invoice. Checks must be post dated by the due date to be considered on time. An initial grace period of 3 Business Days will be given to clients before a 10% late fee is added to the total due.

All equipment listed in the line items of the invoices are owned, operated and maintained by Glass Technology Investments LLC. This equipment/technology is the property of Glass Technology Investments LLC and the use/function of such equipment is permitted based on the payment of invoices and good account standing with Glass Technology Investments LLC. Good account standing is considered as no more than 2 "overdue" invoices at any given time. If the client account is deemed to not be in good standing, service and use of the equipment may be disrupted. GTI may make arrangements to terminate the relationship and remove our hardware or other arrangements may be made with the client on a per client basis.

Payment methods:

Payment will be made to GTI via a credit/debit card, by mailed check or by ACH Transfer (Unless other arrangements are made at the discretion of GTI such as cash payments made in person).

Authority to sign:

Each party has the authority to enter into this Contract and to perform all of its obligations under this Contract. In order to have the Authority to sign, GTI expects the client signer/authorizer to be the business Owner, President, CEO, Chief Operating Officer, Financial Accountant, Management or other lawful Business Representative.

General Contract Terms:

Our General contract terms may change on a client to client basis. Such changes would be done through written communication via email or text. Outlined below are typical terms when it comes to contract duration, changes, etc.

Our contracts are considered "month to month" and the client is free to cancel anytime. If a client wishes to cancel we need 1 month (30 days) notice and will schedule a termination date (We don't want you to be without WiFi or internet or may need to migrate data from our servers). We will remove our equipment from your location and go about our ways. If a client does not allow us to remove our equipment or the equipment is damaged, the client will be charged for the full amount of the hardware at the current replacement value of that time. We strive to have all of our clients functioning at the highest level and are willing to show them our level of service by offering flexible terms. If a client wishes to cancel services we ONLY require that we are able to remove our hardware or that all of our hardware is returned to us by the client, and that the hardware is in good condition. If a client closes their business or does not allow us to remove our hardware or does not return our hardware, the business and business owner(s) will be held liable for the cost of our hardware and replacement of such. We reserve the right to auto draft this cost from the payment method on file in these circumstances to place a lien on the business, building or other property The Client or Business (Or Business Owner) has. Each client is different, however, this cost is usually equivalent to 8x the monthly invoice amount.

In the event a client sells their business, we will either continue our business relationship with the new owners or choose to part ways. We will evaluate for contract or pricing modifications at that time. There may be fees or costs associated and recommend contacting us before such a transaction so we can work out a plan or arrangement. We would love to continue the business relationship from owner to owner and understand every situation is different.

By continued use of a GTI system, the client agrees to our terms and conditions without the needs for a signature. GTI may update these terms at any time and will have them posted on our website. A link to our terms will be provided on the invoice or statement.

Modifications

If a client needs to make modifications to their network (building remodels, additional devices, more WiFi coverage, etc), the account will be evaluated for billing modifications at that time and the client will be made aware of the changes. All install, configuration and such will be added and billed monthly as an addition. No contract terms need to be modified. This is also the same for reductions, the equipment will be removed and the monthly billing reduced. All of these modifications will be presented in a new proposal to the client.

If a client needs to move locations, we will need to discuss the costs of relocating equipment, downtime involved, etc. It may be a situation where we set up a new network at the new location and remove the old one after the move. All costs for this are on a case by case basis and may be waived, reduced, or billed out monthly.

Warranty and Maintenance

On all of our Leased Systems, GTI will maintain all equipment, updates, firmware updates, security updates, modifications and changes.

This includes changes such as:

- WiFi name changes
- Password changes
- VPN configurations
- Hardware Failure Replacements
- Camera Adjustments
- User Changes
- Phone Tree Modifications

Our Leased Systems have a 5-10 Year life span. We have our business continuity and End of Life schedule revolving around a 5-7 year life cycle. However our firewalls and routers may need to be replaced or updated more frequently, this is covered and there are no additional charges. We do a full remote review of your system every year. When it is time to replace or update the system, there may be price changes. All of which will be discussed as the time gets closer and the system in place is nearing end of life. Some parts of the system may have a longer End of Life timeframe. All factors will be evaluated continuously and methodically by GTI to provide the client with the best experience possible.

GTI will NOT cover floods, fire, act of God damages, theft or intentional damage to our equipment. We will work with you on insurance claims and hardware replacements in those events but the client will be responsible for those costs.

Liability

In this day and age, there is no such thing as a perfect or fool proof system. Our Networks, cameras and phone systems are not completely flawless just like with any other piece of technology. The client understands that we will not be held liable for loss of business, cyber attacks, data breaches, malicious damages, etc.

The Client agrees to Hold Harmless GTI from the above mentioned.

The Client agrees to hold harmless GTI from any legal liability that may arise and agrees that it is in the best interest of both, The Client and GTI to resolve matters privately and without the use of the court system.

The Client also understands that the use of our systems does not guarantee 100% “up time”. We strive to provide the best experience to clients, however there are many factors involved when it comes to technology and we simply cannot control everything.

Privacy:

We value our clients' privacy and take the information we have of the client seriously. We may, with permission from a representative of the client, use our relationship for marketing purposes such as listing the client as a partner/purchaser/client on advertisements such as on our website. We will not share private information or give others data about a client's systems to other clients.