



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS

INTRODUCTION / PURPOSE

This Agreement governs the provision of products and services by SOFLA Technologies, LLC ("SOFLA") to the client ("Client"). By accepting any proposal, engaging SOFLA, or continuing to receive services, Client agrees to be bound by these terms and conditions.

DEFINITIONS AND INTERPRETATIONS

"SOFLA" includes SOFLA Technologies, LLC, its employees, subcontractors, and authorized agents.

"Client" refers to the person or entity receiving services from SOFLA.

"Services" means all work performed by SOFLA, including but not limited to product sales, installation, configuration, consultation, and support.

"Agreement" refers to these Terms and Conditions, including all referenced attachments, proposals, and invoices.

"Account" means a unique account created for the Client to access our service or part of our services.

"Content" refers to text, images, or other information that can be posted, uploaded, linked, or otherwise made available to the Client.

"Device" means any device that can be used to access any part of the system being installed, such as a computer, mobile device, cell phone, digital tablet, or any IoT device.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

A. SCOPE OF SERVICES

SCOPE OF SERVICES AND BILL OF MATERIALS

A complete Scope of Services and Bill of Materials are included as part of the project proposal and are incorporated by reference into this Agreement.

SERVICE HOURS

Services are available Monday to Friday, 7:00 AM to 8:00 PM, excluding holidays. After-hours and weekend services require prior arrangement and are subject to additional fees. Certain services may require multiple on-site visits

INDEPENDENT CONTRACTORS

The term "Provider," when used in this Agreement, shall refer to SOFLA as well as any independent contractor(s) engaged by SOFLA to perform some or all of the Services. The Client acknowledges and consents to the provision of some or all of the Services by any independent contractor(s) engaged by SOFLA for such purposes. Client consents to such delegation and agrees to hold SOFLA harmless for any acts or omissions of said contractors to the extent permitted by law.

DEVICE ACCESS AND LICENSES

Some services may require access to the client's internet-enabled devices. SOFLA may install software and accept End User License Agreements on behalf of the client for additional technology services.

EXISTING EQUIPMENT, WIRING, AND SERVICES

SOFLA is not responsible for the condition, functionality, or compatibility of Client-owned equipment or pre-existing wiring. Any reuse of such items requires prior inspection and approval by SOFLA. Necessary modifications will be made only with Client consent and billed at standard rates. Only work and equipment provided directly by SOFLA is covered under warranty.

CHANGE ORDERS

Changes to the Product or Services require a written and signed Change Order agreed upon by both parties. Prices will be modified accordingly.

SERVICE EXCLUSIONS

SOFLA does not install, repair, or modify electrical wiring for power, heating, or lighting purposes. Custom-built cabinets, screens, or coverings are not provided by SOFLA.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

A. SCOPE OF SERVICES (Continued)

LATHE AND PLASTER

SOFLA will use reasonable efforts to prevent cracks in lathe and plaster walls during services. The Client acknowledges that due to the nature of construction materials, SOFLA is not responsible for resulting damage. Painting is not covered. Repairs to damage to walls caused by retrofitting into existing construction is not covered under this Agreement and shall not be the responsibility of SOFLA.

COORDINATION AND NOTICE:

As our schedule is typically filled far in advance, we require a minimum of three (3) weeks' notice to respond to any request for pre-wire, trim, or final installation work. Please plan your schedule and have your general contractor, cabinetmaker, etc., coordinate their plans with us.

JOB SITE READINESS

This proposal is based on our being able to work in an efficient, unobstructed, and continuous manner. If the job site is not ready, additional charges will be assessed.

EXISTING EQUIPMENT, WIRING, AND SERVICES

SOFLA is not responsible for the condition, functionality, or compatibility of Client-owned equipment or pre-existing wiring. Any reuse of such items requires prior inspection and approval by SOFLA. Necessary modifications will be made only with Client consent and billed at standard rates. Only work and equipment provided directly by SOFLA is covered under warranty.

CABLE, SATELLITE, AND FIBER OPTICS SERVICES:

SOFLA is not responsible for hardware, software, or performance issues related to cable, satellite, or fiber services. If a service call reveals the issue lies with such providers, SOFLA may bill time and materials. The Client is solely responsible for coordinating returns, repairs, or replacements with the provider.

EQUIPMENT SAFEKEEPING

Once the equipment is delivered to your location, you will be responsible for its safekeeping before and after installation. Any damage not due to our actions will be your responsibility.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

A. SCOPE OF SERVICES (Continued)

SERVICE DEPENDENCIES

The Client acknowledges that Services may be dependent on others performing work. SOFLA is not liable for delays due to incomplete work by others. If SOFLA is forced to reschedule a service call or installation date due to site conditions or incomplete work by other trades, a rescheduling fee will apply. No penalty or liability shall be assessed to SOFLA as a result of the delay or rescheduling.

UNFORESEEN CIRCUMSTANCES AND ADDITIONAL WORK

Unforeseen circumstances may result in a job taking longer than the allotted time. Requests for additional work outside the scope of the original proposal must be approved by the Project Manager and may result in additional charges.

CONTRACTOR INTERFERENCE AND DAMAGE

SOFLA cannot be held responsible for our wires, speakers, or other equipment being tampered with or damaged by other contractors.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

B. FEES, PAYMENTS & BILLING

AGREEMENT START DATE

This Agreement shall be deemed effective as of the date on which the Client (i) electronically accepts the proposal issued by SOFLA Technologies, LLC, and (ii) tenders the initial deposit in accordance with the payment schedule set forth in the proposal (the "Effective Date"). No services shall commence until both conditions have been met, and SOFLA reserves the right to delay scheduling until receipt of the initial payment.

INVOICING

All invoices are due when presented. Any unpaid balance will be subject to an interest charge of 3 percent (3%) per month if not paid within five (5) days of the invoice date.

TOTAL PRICE

The total contract price is limited to the installation of the listed materials and does not include conduit, carpentry, painting, or any work typically performed by other construction trades unless specified otherwise.

PAYMENT SCHEDULES

Payment is due at key milestones as outlined in the 'Payment Schedule' section of the Proposal. SOFLA reserves the right to delay equipment deliveries or shipments until all milestone payments have been received. SOFLA reserves the right to delay work or suspend services if scheduled payments are not received on time.

NO RETURN POLICY

All products provided by SOFLA are considered special order and are non-returnable. In rare cases, SOFLA may approve a return at its sole discretion. Approved returns must meet the following conditions: the product must be unopened, in original packaging, and in resalable condition. A restocking fee of up to 35% may apply. Eligibility is determined based on when SOFLA takes possession of the item—whether at its facility, the job site, or via delivery.

Client is responsible for all return shipping, handling, and related administrative fees. Products found defective will be handled under the applicable manufacturer's warranty. SOFLA will facilitate warranty claims only to the extent required by the manufacturer. SOFLA is not responsible for handling returns of products purchased through third parties.

SALES TAX

Sales Tax amount, if listed, may vary. SOFLA reserves the right to invoice sales tax as required by law.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

B. FEES, PAYMENTS & BILLING (Continued)

DEFAULT AND REMEDIES

If the Client fails to pay any amount when due or otherwise breaches this Agreement, SOFLA may (i) suspend or terminate services; (ii) charge interest at 3% per month or the maximum rate allowed by law; (iii) recover all costs of collection, including reasonable attorney's fees and court costs; and (iv) repossess any unpaid equipment not yet installed or delivered. Title to all goods and equipment remains with SOFLA until payment is received in full.

PERSONAL GUARANTEE (FOR BUSINESS CLIENTS):

Personal Guarantee (For Business Clients): If the Client is a business entity, the individual signing this Agreement on behalf of the Client hereby personally guarantees all payments and obligations owed by the Client under this Agreement. This guarantee is unconditional, continuing, and enforceable regardless of the Client's corporate status or any dissolution, bankruptcy, or reorganization. The guarantor expressly waives notice of default and agrees to be jointly and severally liable for all sums due.

FLORIDA LIEN LAW NOTICE:

Pursuant to Florida Statutes Chapter 713, SOFLA Technologies reserves its right to file a construction lien against the property for non-payment of labor, services, or materials provided under this Agreement. This applies to any work involving structured wiring, audio/video installations, or improvements to real property. Client acknowledges receipt of this notice and agrees to comply with all applicable notice and payment provisions to avoid lien enforcement.

ATTORNEYS' FEES

In any legal action or proceeding arising from this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, including fees and costs incurred at trial, on appeal, and in collection efforts.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

C. CLIENT RESPONSIBILITIES

TEMPORARY UTILITIES

Client shall provide access to temporary electrical power, lighting, and water as necessary for the completion of SOFLA's services.

SITE ACCESS AND SECURITY

Client is responsible for ensuring the job site is secure and accessible during agreed work hours. This includes granting SOFLA personnel safe entry and uninterrupted work conditions.

GARBAGE DISPOSAL

Client shall provide on-site waste disposal or access to construction dumpsters for the removal of packaging, debris, and installation-related waste.

ENVIRONMENTAL CONDITIONS

Client must ensure adequate ventilation, climate control, and lighting to protect sensitive equipment and ensure safe installation conditions.

WALL ACCESS & OPENINGS

For structured cabling and AV work, Client shall ensure that wall openings, conduit paths, backboxes, and penetrations are accessible and properly installed prior to SOFLA's arrival.

CABLE PATH COORDINATION

Client must coordinate with SOFLA on cable routing plans, including pathways through ceilings, walls, floors, or other concealed spaces. Any framing or core drilling required must be performed by others unless specified in writing.

MOUNTING LOCATIONS & HARDWARE READINESS

For displays, cameras, speakers, and control equipment, Client shall confirm mounting surface readiness and coordinate backing/framing as needed.

IT/NETWORK ACCESS

Client shall provide timely access to network equipment, ports, login credentials, and any required coordination with their IT provider.

HOME THEATER SITE READINESS

For residential home theater installations, the Client must ensure all designated theater spaces are clean, dry, enclosed, and accessible. Framing, electrical, HVAC, and any structural work must be completed prior to SOFLA's arrival unless otherwise specified.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

C. CLIENT RESPONSIBILITIES (Continued)

POWER AND VENTILATION:

Client must provide properly rated electrical outlets and ventilation as required for projectors, amplifiers, receivers, and other heat-generating equipment.

ACOUSTIC TREATMENTS AND FURNISHINGS

If required as part of the design, Client shall confirm readiness or coordinate third-party vendors for seating, acoustic treatments, and room finishing details.

LIGHTING CONTROL

Client is responsible for any electrical rough-in or lighting coordination if dimming or automation features are specified in the proposal.

MOTORIZED WINDOW TREATMENTS

Client shall ensure that all window openings are framed and accessible with sufficient clearance for brackets, shades, or drapery tracks. Required electrical rough-ins (e.g., line or low voltage) must be completed prior to installation, and designated power circuits must be operational.

OUTDOOR LIVING SYSTEMS

For outdoor audio/video and entertainment installations, the Client shall confirm all necessary infrastructure—including weather-protected enclosures, conduit paths, landscape cable routes, and outdoor-rated power outlets—are in place prior to SOFLA's scheduled work. Outdoor areas must be dry, accessible, and free from obstructions.

FINAL SIGN-OFF PARTICIPATION

Client or a designated representative must be available for system testing, walkthroughs, and sign-off prior to project closeout.

Failure to provide any of the above may result in work delays, additional charges, and/or rescheduling fees. SOFLA is not responsible for project delays caused by the absence of these provisions.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

D. WARRANTIES & LIMITATIONS

MANUFACTURER'S WARRANTY AND WARRANTY CLAIMS

Equipment sold and installed by SOFLA carries the applicable manufacturer's warranty. SOFLA does not provide advanced replacements unless such service is explicitly offered by the manufacturer. All shipping and handling costs associated with warranty claims are not included and will be the responsibility of the Client.

The installation labor and miscellaneous materials used to assemble a system shall be warranted for ninety (90) days from the date of installation. After this ninety-day period, any required service, including diagnostic time, equipment removal, and reinstallation, will be billed at SOFLA's prevailing time and materials rates.

Uninstallation and reinstallation of equipment under warranty replacement are not included in the manufacturer's warranty coverage and shall also be billed to the Client at time and materials. SOFLA will assist in facilitating warranty claims only to the extent required by the manufacturer's terms and conditions.

NO WARRANTY FOR COMPATIBILITY

SOFLA expressly disclaims any representation or warranty concerning hardware or software compatibility. Third-party products are not warranted by SOFLA. SOFLA is not liable for any failure or delay in performance due to causes beyond its control.

SIGNAL QUALITY AND RECEPTION

SOFLA is not responsible for the signal quality or reception of specific channels from cable services, fiber optic services, or antenna reception such as AM, FM, or Satellite (XM, Sirius, DSS, DirectTV, Dish Network, Starlink Services, and the like). While every effort will be made to maximize signal strength, many factors beyond control (e.g., weather, foliage, home location, service provider quality) may affect reception.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, SOFLA'S LIABILITY FOR ANY CLAIM ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID BY CLIENT TO SOFLA FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM. IN NO EVENT SHALL SOFLA BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

Client agrees to defend, indemnify, and hold harmless SOFLA, its officers, employees, contractors, agents, and affiliates from any claims, losses, liabilities, damages, or expenses (including attorney's fees) arising out of or relating to (i) Client's breach of this Agreement, (ii) Client's negligence or misconduct, or (iii) any misuse, alteration, or unauthorized use of the products or services by Client or third parties under Client's control.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

E. VIDEO SECURITY SYSTEMS

VIDEO SECURITY SYSTEMS DISCLOSURE

SOFLA installs video surveillance systems for monitoring purposes. These systems are not guaranteed to prevent theft, loss, vandalism, or criminal activity, nor do they ensure the identification or apprehension of any perpetrators. The Client acknowledges that compliance with all applicable federal, state, and local laws concerning video surveillance is solely the Client's responsibility.

Specifically, in the State of Florida, the Client agrees to comply with applicable privacy laws and signage requirements, including but not limited to:

- Providing clear and conspicuous notice that video surveillance is in use.
- Avoiding the installation of cameras in areas where individuals have a reasonable expectation of privacy, such as bathrooms or bedrooms.
- Complying with Florida Statutes Chapter 934, which governs the interception and recording of oral communications, including applicable notice and consent provisions.
- Displaying appropriate signage as required by local ordinances when video or audio recording is active.

SOFLA does not provide legal advice or interpret applicable surveillance laws. The Client is encouraged to consult with qualified legal counsel to ensure full compliance with all relevant statutes, regulations, and local codes.

SOFLA assumes no liability for the Client's failure to comply with applicable surveillance, privacy, or data protection laws, including failure to post required signage or misuse of recorded content. The Client agrees to indemnify and hold SOFLA harmless from any claims, liabilities, fines, or legal actions arising out of or related to the use, operation, or legality of the installed systems.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

F. DATA PRIVACY & CONFIDENTIALITY

DEVICE AND NETWORK ACCESS

SOFLA Technicians and its subcontractors may require temporary access to the Client's data network, computers, mobile phones, tablets, or other personal devices during installation and service configuration. Client acknowledges that such access may be necessary for the successful configuration of third-party cloud-based services or network-enabled systems. Client or Client's agent must be present for the configuration and initiation of such services including but not limited to Internet Service Providers, Cable TV providers, Content providers, Mobile App Store applications, and cloud storage platforms. The Client must also have device access credentials and billing information available. If the Client is not present, a subsequent service call will be scheduled at the Client's expense. Services may not be activated without the Client and their devices being physically present.

DATA SECURITY AND LIABILITY

All data obtained through configuration or interaction with Client systems will be treated with reasonable care and confidentiality; however, SOFLA disclaims all liability for data loss, corruption, unauthorized access, or breaches of third-party services. SOFLA shall not be liable for any damages, claims, or losses arising from access to or use of the Client's digital environment and devices when such access is necessary to perform the contracted services. IT IS THE CLIENT'S RESPONSIBILITY TO BACK UP ALL DATA AND SECURE SENSITIVE CONTENT PRIOR TO INSTALLATION. SOFLA does not store nor collect usernames or passwords; these remain the sole responsibility of the Client.

SOURCE CODE OWNERSHIP:

SOFLA retains the ownership and rights to the source code for all programs that we develop.

CONFIDENTIALITY

During service delivery, SOFLA personnel may access confidential or sensitive client information. SOFLA will use commercially reasonable efforts to protect such information and restrict its use solely to fulfilling contractual obligations or as required by law. SOFLA will ensure its personnel are aware of and bound by these confidentiality requirements. SOFLA is not liable for disclosure of information that (i) becomes public without breach, (ii) is lawfully received from another source, (iii) is independently developed, or (iv) must be disclosed by law. Confidentiality obligations shall survive the termination of this Agreement.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

G. THIRD-PARTY APP CONFIGURATION

Service Exclusions

Services do not include troubleshooting app malfunctions, advanced customization, or future updates beyond the original configuration. Support for future app issues, firmware updates, or third-party integration failures will require a separate work order and may incur additional fees.

Credential Management Disclaimer

SOFLA does not collect, store, or manage usernames, passwords, or access credentials. The Client bears full responsibility for securing and managing their digital credentials.

Client Presence Requirement

The Client or an authorized agent who is at least 18 years of age and legally authorized to engage third-party services on behalf of the Client must be physically present during configuration of any third-party services, including but not limited to cloud services, internet service providers (ISP), content platforms, app stores, and streaming services. The Client must provide required security credentials and payment information at the time of service. Failure to comply may result in an incomplete setup and rescheduling fees at the Client's expense.

Third-Party Compatibility and Performance

SOFLA makes no guarantee regarding the functionality, reliability, or compatibility of third-party applications with the Client's devices, systems, or networks. The Client bears sole responsibility for verifying compatibility and procuring any required licenses, subscriptions, or permissions for app usage.

Limitation of Liability and Warranties

SOFLA shall not be liable for damages, data loss, device failure, or security breaches arising from third-party applications or client devices. The service is provided "as-is" without any warranty, express or implied, including merchantability or fitness for a particular purpose.

Payment Terms and Client Responsibilities

The Client is solely responsible for all recurring monthly charges associated with subscriptions to third-party services configured during the service call. This includes but is not limited to charges from streaming platforms, cloud storage providers, internet service providers, or any other third-party applications. SOFLA assumes no responsibility for ongoing subscription costs or billing disputes between the Client and any third-party service provider.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

H. GENERAL LEGAL TERMS

PROPOSAL VALIDITY

This proposal is subject to immediate approval, and PRICES ARE GOOD FOR FOURTEEN (14) DAYS ONLY.

ENTIRE AGREEMENT:

This Agreement, along with the Project Description, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, representations, and oral agreements, whether written or oral.

CANCELLATION OR CHANGE

This Agreement is not subject to oral cancellation or change. If oral cancellation or change is claimed, such must be in writing and signed by the parties to be charged within ten (10) days from the alleged date of change or cancellation.

NOTICES AND RIGHTS

All notices must be in writing and shall not take effect until received by SOFLA. The rights provided for herein to SOFLA are cumulative to all other rights SOFLA may have.

PERMITS

The Client is responsible for obtaining any required building permits. SOFLA will cooperate to procure permits specifically required for its work.

MARKETING RIGHTS

Client grants SOFLA a perpetual, royalty-free, non-exclusive license to use project-related visuals for marketing purposes across various platforms, including but not limited to print, web, and social media. Client grants SOFLA and its representatives the right to photograph and record the project and agrees that such images may include identifiable features of the property. By accepting these terms, the Client consents to an implied model release for any individuals who may appear incidentally in the media, waiving any rights to compensation or further approval.

FORCE MAJEURE

SOFLA will not be liable for any failure or delay in performance resulting from events beyond its reasonable control.

INTELLECTUAL PROPERTY

Any reproduction or transferring of SOFLA'S proposal is strictly prohibited without the prior written consent of SOFLA.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

I. GENERAL LEGAL TERMS (Continued)

NON-EXCLUSIVITY

This Agreement does not grant the Client exclusive rights to SOFLA's services. SOFLA reserves the right to provide the same or similar services to other clients, individuals, or entities at its sole discretion.

AMENDMENT

No amendment to this Agreement shall be effective unless it is in writing and signed by both parties.

SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

APPLICABLE LAW

This Agreement is subject to applicable federal, state, and local laws and regulations, with the State of Florida governing its interpretation and enforcement. Venue is Collier County.

WAIVER OF JURY TRIAL

Each party irrevocably waives its right to a trial by jury in any legal proceeding arising out of or related to this Agreement.

CHANGES TO THE TERMS

SOFLA reserves the right to modify this Agreement at its sole discretion without notice. Updates take effect immediately upon being posted to SOFLA's website. Continued use of services constitutes acceptance.

ASSIGNMENT LIMITATIONS

Client may not assign, delegate, or transfer any rights or obligations under this Agreement without the prior written consent of SOFLA. Any attempt to do so without such consent shall be null and void. SOFLA may assign this Agreement, in whole or in part, to any affiliate, successor, or purchaser of its business without Client's consent.



SOFLA TECHNOLOGIES – TERMS AND CONDITIONS (CONTINUED)

J. CONTACT INFORMATION

For any questions regarding this Agreement, services, or support, please contact us using the details below:

General Inquiries & Customer Support

Email: info@soflatechnologies.com

Phone: (239) 667-6352

Website: www.soflatechnologies.com

Mailing Address

SOFLA Technologies, LLC

PO BOX 110069

Naples, Florida 34108

Office Hours

Monday–Friday: 8:00 AM – 6:00 PM EST

Saturday & Sunday: Closed

If you require billing support, service assistance, or technical escalation, please indicate the nature of your inquiry in the subject line of your email.