

**Glass House Integrated Technologies, Inc.  
Maintenance/Warranty Agreement  
Terms and Conditions**

These Terms and Conditions (“T&Cs”) for services to be performed by Glass House Integrated Technologies, Inc. (“GHIT”) supplements and is incorporated by reference into the Maintenance/Warranty Agreement (“Agreement”) between GHIT and Client and applies to all Maintenance/Warranty services (collectively, the “Services”). If there is any conflict or ambiguity between the terms of the Maintenance/Warranty Agreement and these T&Cs, the terms of these T&Cs shall control.

**Services:** GHIT will perform the Services described in the Agreement for the prices quoted therein. Unless otherwise agreed, any services beyond those described in the Agreement, either requested by the Client and agreed to by GHIT, or necessary to safely and completely do the Services, as determined in GHIT’s reasonable judgment, will be invoiced at GHIT’s usual and customary rates.

**Payment:** Unless otherwise specified in the Agreement, Client shall pay GHIT for all Services in advance annually. Any additional services performed by GHIT shall be paid by Client within ten (10) calendar days after the issuance of GHIT’s invoice. Late charges on past due accounts will be charged at an annual rate of 12% per annum (1% per month), or the maximum interest rate allowed by applicable law, whichever is less. In the event Client fails to make any payments due to GHIT hereunder and GHIT engages an attorney to enforce its rights, Client shall be responsible for reimbursing all associated attorney’s fees, court costs, and any other related collection expenses incurred by GHIT.

**Term:** The term of this Agreement is based on your Service Selection beginning on project completion and shall automatically renew for successive time periods based on your Service Selection unless either party elects to terminate this Agreement by providing written notice to the other party at least thirty (30) days prior to the expiration of the initial or any subsequent term.

**GHIT Intellectual Property:** Client acknowledges and agrees that GHIT is the exclusive and absolute owner of all right, title and interest in and to any intellectual property including, but not limited to, programming, software, source codes and system design developed by GHIT (the "GHIT Intellectual Property"). Client may not otherwise use, copy, or disclose the GHIT Intellectual Property, or any derivative

work thereto, or otherwise sell, assign or transfer the GHIT Intellectual Property or any derivative work thereto. Client also acknowledges and agrees that any updates, changes, enhancements or derivative works created by GHIT to the GHIT Intellectual Property shall not be considered work made for hire by GHIT for the benefit of Client, but instead, are, and shall remain the exclusive licensed property right and/or property of GHIT.

**Limited Warranty:** GHIT warrants that it will provide Services using commercially reasonable care and skill. The warranty for Services ends upon the expiration or earlier termination of the Agreement based on your Service Selection. For any breach of the Services warranty, Client’s exclusive remedy and GHIT’s entire liability shall be the correction of the deficient Services.

GHIT shall assign any manufacturer warranties to Client, but GHIT shall not be liable for any manufacturer defects. GHIT shall have no liability or responsibility for defects or damages to the Services caused by or attributable to: (1) improper use, maintenance or operation of the Services by Client; (2) repairs, modifications or alterations performed by anyone except GHIT; (3) ordinary wear and tear; or (4) materials and/or equipment supplied by Client.

Client acknowledges that GHIT does not control the transfer of data over communications facilities, including the Internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. GHIT is not responsible for any delays, delivery failures, or other damages resulting from such problems. GHIT does not warrant uninterrupted or error-free operation of the Services or that GHIT will correct all defects or prevent third-party disruptions or unauthorized third-party access. GHIT will not be responsible for any equipment loss or loss of any content (recorded or downloaded) caused by any malfunction or failure of any music server, computer or hard disc recordable device, or any act of God, cybersecurity breach, identify theft, lighting strikes, power outages or power surges. **TO THE FULLEST EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND GHIT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS, AND ENVIRONMENTS, AND FOR SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.**

**Exclusions:** The following items are not included in the Services and will be charged to the Client as a separate expense or, if applicable, charged at GHIT then prevailing hourly rates: (a) all labor for maintenance and repair for any equipment that is not part of the System; (b) all labor for the movement, removal, reconfiguration, or other changes to any portion of the System; (c) all third party charges incurred in connection with the Services, including utilities and other contractors; (d) painting, carpentry, wall repair, woodwork, structural improvements or reinforcements, conduit, or any services relating to the delivery of electricity to the System, (e) all state and local taxes or fees imposed with respect to the Services; (f) any cost, including labor, necessary to repair equipment due to improper use or operation of the System; and (g) and any other items set forth in the Maintenance/Warranty Agreement.

**System:** The System shall consist solely of equipment that GHIT both (i) sells to the Client and (ii) installs on the premises of the Client.

**Delays:** GHIT is not responsible for delays resulting from Client's failure to meet its obligations, delays by Client's contractors or other service providers, by reason of a Force Majeure Event (as defined herein) or any other delays that are not directly caused by GHIT's actions or omissions.

**Cybersecurity:** GHIT shall have no liability or responsibility for the security of any of Client's data, personal information or other confidential information. Client shall, at its sole cost and expense, implement such security measures that are commercially reasonable for the protection of Client's data, personal information and other confidential information including, but not limited to, encryption technologies, password and user ID requirements, and procedures regarding the application of security patches and updates. **NEITHER GHIT'S NOR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS (I.E., HACKING) INTO THE CLIENT'S SERVERS, TRANSMISSION FACILITIES, PREMISES OR EQUIPMENT, OR FOR UNAUTHORIZED ACCESS TO DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THEREON, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.**

**Lien Rights:** As the result of performing the Services, GHIT may acquire certain lien rights, and GHIT hereby notifies

Client that GHIT asserts and preserves all such rights until GHIT is paid in full.

**Insurance:** GHIT maintains insurance coverage for its activities relating to the Services, including general liability and workers' compensation insurance. GHIT will provide Client with a certificate of insurance indicating GHIT's carrier and coverage, if requested.

**Limitation of Liability:** Notwithstanding any provisions to the contrary, GHIT shall not be liable to Client for any special, indirect, punitive, incidental, liquidated, or consequential damages arising out of this Agreement or the Services performed hereunder including, but not limited to, loss of profits, business, revenue, goodwill, value, or anticipated savings. GHIT's maximum aggregate liability to Client under this Agreement shall be limited to amounts actually paid to GHIT for the Services that are the subject of the claim. The limitations of liability set forth in this Section shall apply to all losses or damages, irrespective of cause or origin, directly or indirectly, to persons or property, from the performance or non-performance of the obligation imposed by this Agreement, or for negligence, active or otherwise, of GHIT, its agents, assigns, or employees.

**Force Majeure:** The Contractor shall not be liable for any delay due to circumstances beyond its control including, but not limited to, acts of god, fires, explosions, local, regional, or national states of emergency, civil disobedience or disturbances, war, acts of sabotage, terrorism, riots, epidemics, pandemics, quarantines, an order, judgment, legislation, ruling or direction by any governmental authority, casualty, unsatisfactory weather, general unavailability of materials or special ordered items (collectively, "Force Majeure Events").

**Termination for Cause:** If Client becomes insolvent or bankrupt, or if Client fails to pay GHIT's invoices in a timely manner, or if Client otherwise materially breaches this Agreement, GHIT may, without prejudice to any other rights or remedies against Client, terminate this Agreement upon forty-eight (48) hours' written notice to remedy the default. In the event of Client's failure to remedy the default, the Agreement shall automatically terminate and GHIT shall have no further responsibility to Client; provided, however, that Client shall remain obligated to pay GHIT for all Services performed and materials supplied at the time of termination.

**Severability:** If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or

unenforceability shall not invalidate or render these T&Cs unenforceable.

**Governing Law:** The Agreement shall be governed in accordance with the laws in the State of New York, without regard to its conflicts of law principles.

**Extent of Agreement:** The Agreement and these T&Cs (i) are solely for the benefit of GHIT and Client, (ii) may not be modified or the rights thereunder waived except in a writing signed by both parties, (iii) represents the entire agreement of the parties regarding the subject matter hereof, and (iv) supersedes all prior negotiations, representations, agreements and understandings, whether oral or in writing.

**Independent Contractor:** GHIT is, and will remain during the performance of the Services, an independent contractor. This Agreement does not create an agency, partnership, or joint venture relationship between GHIT and Client.

**Counterparts:** The Agreement may be executed in counterparts and exchanged electronically, all of which taken together, will constitute one and the same instrument.

**Assignment:** This Agreement may not be assigned by the Client without the written consent of GHIT. The Client acknowledges that the sale or transfer of the Client's premises or the System shall not relieve the Client of its duties and obligations under this Agreement, unless GHIT agrees to release the Client from same.

**Dispute Resolution:** The parties agree to negotiate in good faith to resolve any dispute between them arising out of, under or in connection with this Agreement. In the event the negotiations do not resolve the dispute to the reasonable satisfaction of the parties, then the dispute between Contractor and Client shall be subject to binding arbitration administered by the American Arbitration Association pursuant to its Supplementary Rules for Fixed Time and Cost Construction Arbitration Rules. All arbitrations shall be held in Suffolk County, New York. The arbitrator's award may be enforced in any court of competent jurisdiction. Prior to the filing of any arbitration or lawsuit, all disputes shall be referred to non-binding mediation. Provided undisputed payments continue to be made, Contractor shall continue to perform the Work while a dispute is pending.

**Three (3) Day Notice to Cancel:** THE CLIENT HAS AN UNCONDITIONAL RIGHT TO CANCEL THIS

AGREEMENT UNTIL MIDNIGHT OF THE THIRD (3<sup>RD</sup>) BUSINESS DAY AFTER THIS AGREEMENT WAS SIGNED. CANCELLATION MUST BE DONE IN WRITING.

**[END OF DOCUMENT]**