

**Glass House Integrated Technologies, Inc.
Terms and Conditions**

These Terms and Conditions (“T&Cs”) for Work to be performed by Glass House Integrated Technologies, Inc. (“GHIT”) governs the scope of work to be performed by GHIT for the Client and is incorporated into and made a part of the documents that make up the contract between GHIT and the Client (“Client”) executing these T&Cs. If there is any conflict or ambiguity between the terms of the other Contract Documents (as defined herein) and these T&Cs, these T&Cs shall control.

Contract Documents: The documents making up the contract between GHIT and the Client include the following: (i) Price Quote; (ii) Payment Schedule; (iii) General Provisions; (iv) these T&Cs; and (v) such other documents as identified in writing between GHIT and the Client (collectively, the “Contract Documents”).

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.

Scope of Work: The Work performed by GHIT shall comply with all applicable, federal, state and local laws. GHIT shall use trained and experienced workmen having all necessary skills needed to perform the Work. The Work shall be performed in a good workman-like manner according to industry best-practices. GHIT shall furnish all labor, materials, equipment, apparatus, tools, transportation and services necessary for the proper performance of the Work.

Designated Work: GHIT will perform the Work described in the Price Quote for the price set forth therein. Unless otherwise agreed, any work or services beyond those described in the Price Quote, either requested by the Client and agreed to by GHIT, or necessary to safely and completely do the Work, as determined in GHIT’s reasonable judgment, will be performed by GHIT pursuant to a written change order between GHIT and the Client and invoiced at GHIT’s usual and customary rates.

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.

Payment: GHIT accepts wire transfers and check’s as payment forms. A convenience fee will be added to the total payment amount if a credit card is used. Convenience fee is of max 4.0%. Client shall pay GHIT for all Work performed within ten (10) calendar days after receipt of GHIT’s invoice. Progress payments shall be made as the Work progresses in accordance with the Payment Schedule, if any, set for the in the Price Quote. 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. GHIT IS LEGALLY REQUIRED TO DEPOSIT ALL PROGRESS PAYMENTS RECEIVED PRIOR TO COMPLETION IN AN ESCROW ACCOUNT OR POST A BOND TO PROTECT THESE PAYMENTS. IF GHIT IS NOT PAID, GHIT MAY HAVE A CLAIM AGAINST THE CLIENT’S PROPERTY UNDER THE LIEN LAW.

Permits: Client will secure all governmental permits, licenses and inspections for the Work and shall give all notices required thereunder.

Notice to Proceed; Delay; Cancellation: GHIT will, subject to labor and equipment availability, use reasonable efforts to commence the Work on the date specified in the Price Quote (the “Start Date”), and to proceed with reasonable diligence to complete the Work. If the Work is not ready, for any reason, for GHIT to proceed on the Start Date, or for any other Client caused delay, Client shall pay GHIT for stand-by time for the labor and equipment assigned to the Work. Should GHIT be delayed in the completion of the Work on account of Force Majeure Events (as defined herein), or any other causes beyond GHIT’s control, then the price stated in the Price Quote shall be equitably adjusted for any additional costs incurred by GHIT because of the delay and GHIT shall

receive an equitable adjustment of time to complete the Work equal to the length of time of such delay. If the Work is cancelled for any reason, and if GHIT's equipment and/or crews are in transit or on the job site, Client shall pay GHIT's mobilization and demobilization costs.

Inspection of Work: Should Client wish to inspect the Work, Client shall complete such inspection so as to not unreasonably interfere with GHIT's completion of the Work. Client shall be responsible for all costs of inspection.

Subcontractors: GHIT may engage subcontractors as necessary and appropriate for the Work.

Limited Warranty: Except as set forth in the Maintenance/Warrant Agreement between Client and GHIT, **TO THE FULLEST EXTENT PERMITTED BY LAW, 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.**

Lien Rights: Pursuant to Section 771(1)(d) of the New York State Business Law, notice is provided to the Client as follows:

“Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The Client may contact an attorney to determine his rights to discharge a mechanic's lien.”

As the result of performing the Work, 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. Client may request to receive lien waivers from GHIT and its subcontractors with each progress payment, including final payment. In accordance with subdivision 4 Section 71-a of the Lien Law, GHIT is legally required to deposit all payments received prior to substantial completion of Work into an escrow account. In lieu of such deposit, GHIT may post a bond or contract of indemnity with the

Client guaranteeing the return of the payments or application of the payments to the purpose of the Contract.

Costs of Enforcement: Any costs incurred by GHIT to enforce its rights hereunder, including attorneys' fees, shall be added to the amount owed by Client to GHIT for the Work.

Liability and Indemnity: To the fullest extent permitted by law, GHIT and Client shall defend, indemnify and hold the other party harmless from and against all claims, losses, liabilities, costs, and expenses arising therefrom, including reasonable attorneys' fees as a result of injury to persons (including death) or damage to property (other than to the Work) to the extent arising out of the indemnifying party's negligence or willful misconduct. In the event that the joint or concurrent negligence of the parties causes any injury to persons or property, the parties will share responsibility for any claims, losses, liabilities, costs, and expenses arising therefrom in proportion to the respective fault of each party. Notwithstanding any provisions to the contrary, neither party will be liable for special, indirect, punitive, incidental, liquidated or consequential damages arising out of these T&Cs or the Work performed hereunder. GHIT's maximum aggregate liability to Client under this Contract shall be limited to amounts actually paid to GHIT's for the Services that are the subject of the claim.

Insurance: GHIT will purchase and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury (including death), and claims for damage to property (other than to the Work itself), to the extent arising out of or result from GHIT's operations and completed operations, whether such operations are performed by GHIT or its subcontractors or anyone directly or indirectly employed by any of them. Client shall be responsible for purchasing and maintaining the usual liability insurance (e.g., homeowner's insurance), including property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount sufficient to cover the Work, plus the value of subsequent modifications and cost of materials supplied and installed, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles. This insurance shall protect the interests of Client and GHIT.

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 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.**

Force Majeure: GHIT 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 (collective, "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 that Client fails to cure the default, Client shall pay GHIT for all Work performed and materials provided up through and including the effective date of termination, plus demobilization costs.

Severability: If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render unenforceable the entire agreement, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.

Notices: Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally (to the attention of the

person identified) to the address of such person maintained on the book and records of the party sending the notice, or sent by telecopy, telegram or by certified mail, postage prepaid, or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered or telegraphed or, if mailed, three business days after the date so mailed

Governing Law: This contract shall be construed and governed in accordance with the laws in the State of the State of New York, without regard to its conflict of laws principles.

Extent of Agreement: The Price Quote, together with any plans and specifications and other exhibits attached to the Price Quote, and these T&Cs, are solely for the benefit of GHIT and Client, may not be modified or the rights there under waived except in a writing signed by both parties, represents the entire agreement of the parties regarding the subject matter hereof, and all prior negotiations, representations, agreements and understandings, whether oral or in writing, are superseded hereby.

Confidential Information: Both parties agree that during the term of this contract, they will take all steps reasonably necessary to hold each other's Confidential Information in trust and confidence. "Confidential Information" includes, but is not limited to, technical and business information relating to inventions or products, research and development, system passwords, programming notes, installation notes, system diagrams, costs, profit or margin information, employee skills and salaries, finances, customers, marketing and future business plans, and also any third party' proprietary or confidential information disclosed, both verbally or in writing, to the other party during the course of providing Work to the Client. Notwithstanding the other provisions herein, nothing received by either party will be considered to be Confidential Information if (a) it has been published or is otherwise readily available to the public other than by a breach of this contract; (b) it has been rightfully received by a third-party without confidential limitations.

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 GHIT 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, GHIT 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 CONTRACT UNTIL MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THIS CONTRACT WAS SIGNED. CANCELLATION MUST BE DONE IN WRITING.

Refunds: No refunds or returns are accepted between Client and GHIT. After deposit is paid, Client can no longer cancel or return any equipment with expectations of a refund as all are special ordered. All sales are final. If equipment is damaged during transit GHIT will replace said equipment in

a timely manner of the same or better product. Once equipment is on Clients property it immediately becomes the liability of the Client and if damaged by Client or another party or vendor other than GHIT the Client assumes all responsibility and replacement of equipment. If Client fails to pay the balance or adhere to GHIT payment schedule all equipment on Clients property stays in the ownership of GHIT until the balance is paid in full. GHIT has the right to remove any and all equipment if Client fails to adhere to the payment schedule. To which the Client is responsible for payment of labor for equipment removal performed by GHIT and GHIT only.

Counterparts: This contract may be executed in counterparts, and exchanged by facsimile, email, or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document.

[END OF DOCUMENT]