



INSTALLATION TERMS & CONDITIONS

NOTES & ASSUMPTIONS

This proposal was prepared according to the information provided at the time of the proposal; any elements not specifically identified within this scope of work or provided information will be considered, 'Out-of-Scope', and subject to the change control process.

- ▶ Any required permitting for the quoted installation work is the responsibility of the buyer. Gridless will provide necessary support and information for application and receipt of required permits.
- ▶ Unless otherwise specified this pricing assumes work can be done with a ladder, and a scissor or boom lift is not required.
- ▶ Secure storage of materials is required for this project and will be provided by the Customer/ Owner.
- ▶ Any existing cable pathway (cable tray, J-hooks, conduit, etc.) is to be utilized for the cable installation during this project.
- ▶ Gridless technicians will be given temporary admin access to cameras in order to point cameras.
- ▶ Unless otherwise specified, at the time of proposal, cable runs will not be required to be run in conduit.
- ▶ Unless otherwise specified, installation locations with AC power will have an accessible AC outlet.
- ▶ Gridless will work with the Customer Project Manager to determine dates required onsite.
- ▶ Customer will have five (5) business days from the project completion date to report any work not performed under the scope of work.
- ▶ Gridless will be able to perform the work at each site location from start through completion without interruption.
- ▶ Owner will provide timely site security clearance and unobstructed access required for performance of this Statement of Work.
- ▶ Material expedition is not included; all material shipments will be at the ground shipment or freight level.
- ▶ Any additional engineering services required outside of the scope outlined in this proposal can be provided via the change order process.

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NOTES & ASSUMPTIONS (CONT'D)

- ▶ This additional work not included in this proposal or resulting from a change in scope will be scheduled at a later date and may not be able to be completed in the same trip.
- ▶ All engineering services shall be conducted remotely.
- ▶ Taxes are not included in this proposal.
- ▶ All specified solar panel locations (if applicable) have unobstructed south facing sunlight.
- ▶ Existing infrastructure (including poles) are assumed to be structurally sound and able to support specified equipment.

TERMS & CONDITIONS

This proposal is subject to the following terms and conditions unless superseded by a current Master Services Agreement between Gridless and Customer.

- ▶ Payment terms are Net 30 from invoice date unless Gridless and Customer have a prior written agreement.
- ▶ Any additional work required as a result of a change in scope will result in an additional change order.
- ▶ Change orders do not change Customer payment terms or customer payment obligations for existing invoices.
- ▶ If Customer is supplying SIM cards and data plans, SIM cards MUST be activated before the installation date. If SIM cards are not activated Gridless techs will install equipment but will be unable to stream cameras and point to customer specification.
- ▶ Additional truck rolls that are required as a result of unactivated SIM cards will be subject to change order process and will result in an additional fee.
- ▶ Taxes are not included in the price and will be added to invoice(s).
- ▶ Should a permit be required, permit fees are not included in purchase price.
- ▶ Delays in the work caused by others (access restriction, state of construction, equipment delays) will be billed at the appropriate Time and Materials rate.
- ▶ Changes to the Scope of Work or Assumptions will be subject to Gridless' change order process.
- ▶ Gridless Sentry install is specialty work and, unless otherwise specified, proposal assumes that prevailing wage is not a requirement.
- ▶ Services will be performed Monday through Friday during normal business hours, exclusive of national holidays.

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TERMS & CONDITIONS (CONT'D)

- ▶ Customer acknowledges that all work areas are free from asbestos, hazardous waste or other pollutants. Gridless is not authorized for or capable of the detection, abatement, or working with asbestos, hazardous waste or other pollutants.
- ▶ Gridless shall not be held liable for errors or omissions in designs by others; nor inadequacies of materials and equipment specified or supplied by others.