



H4 ENTERPRISES, TERMS AND CONDITIONS

1. AGREEMENT TO TERMS

These Terms and Conditions ("Terms," "Agreement") constitute a legally binding agreement between you, whether personally or on behalf of an entity ("you," "your," or "User") and H4 Enterprises, LLC ("H4," "we," "us," or "our"), concerning your access to and use of the h4ent.com website as well as any related services, applications, platforms, or digital tools (collectively, the "Service").

By accessing or using our Service, you agree that you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, you are expressly prohibited from using the Service and you must discontinue use immediately.

2. COMPANY INFORMATION

H4 Enterprises, LLC
4200 Morganton Rd, Suite 202
Fayetteville, NC 28314
Phone: (910) 339-1007
Email: legal@h4ent.com
Website: h4ent.com

Business Description: H4 Enterprises, LLC provides enterprise smart infrastructure technology solutions including Syncromesh automation and IoT platforms, Grace management systems, and facilities maintenance management & professional services primarily serving government and commercial clients across multiple industries.



3. ACCEPTANCE OF TERMS

By using our Service, you represent and warrant that:

- You are at least 18 years of age and have the legal capacity to enter into this Agreement
- You are authorized to bind any entity you represent to these Terms
- Your use of the Service will not violate any applicable law, regulation, or government requirement
- All information you provide is accurate, complete, and current
- You have the authority to enter into this Agreement on behalf of your organization

4. DESCRIPTION OF SERVICES

Core Technology Solutions

Syncromesh Platform:

- Enterprise automation and IoT integration solutions
- Smart building management and sensor networks
- Wireless mesh technology for facility control
- Real-time monitoring and analytics capabilities
- Custom configuration and deployment services

Grace Management System:

- Senior Independent Living Application
- Smart Home optimization and efficiency tools
- Integration with existing business systems



- Scalable architecture for growing organizations
- Professional implementation and support services

Professional Services

- Technology consulting and strategic planning
- System integration and custom development
- Project management and implementation support
- Training, change management, and user adoption
- Ongoing maintenance, support, and optimization
- Government contracting and compliance services

Government Services

We provide specialized services to government entities including:

- Security-cleared consulting and implementation services
- Compliance-focused technology solutions and integration
- Support for classified and controlled environments
- Regulatory compliance assistance and audit support
- GSA Schedule and contract vehicle services

5. USER ACCOUNTS AND REGISTRATION

Account Creation

Certain features of our Service may require you to register for an account. When you create an account, you must provide information that is accurate, complete, and current at all times. You agree to update your information promptly when it changes.



Account Security

You are responsible for:

- Safeguarding your account credentials and login information
- All activities that occur under your account
- Immediately notifying us of any unauthorized use or security breach
- Maintaining confidentiality of account information and access credentials
- Ensuring compliance with your organization's security policies

Government User Requirements

Government users and personnel with security clearances must comply with additional requirements including:

- Verification of employment status and security clearance level
- Compliance with applicable security protocols and handling procedures
- Adherence to information classification and handling requirements
- Regular account review, validation, and security updates
- Reporting of security incidents or potential compromises

6. INTELLECTUAL PROPERTY RIGHTS

Our Intellectual Property

The Service and all content, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, and the design, selection, and arrangement thereof) are owned by H4 Enterprises, LLC, its licensors, or other providers



of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

Our Rights Include:

- All proprietary software, source code, and algorithms
- Syncromesh and Grace platform technologies, methodologies, and processes
- Training materials, documentation, and educational content
- Business processes, methodologies, and operational procedures
- Trademarks, service marks, trade names, and brand elements
- Technical innovations, patents, and patent applications

Limited License to Users

Subject to these Terms and your compliance with all applicable laws and regulations, we grant you a limited, non-exclusive, non-transferable, revocable license to:

- Access and use the Service for your internal business purposes only
- Download and use documentation solely in connection with your authorized use
- Create derivative works only as expressly authorized in writing by H4
- Use our trademarks solely as authorized for referential purposes

Restrictions on Use

You may not, and may not permit others to:

- Copy, modify, distribute, sell, lease, or sublicense any part of our Service



- Reverse engineer, decompile, or attempt to extract the source code of our software
- Create derivative works based on the Service without explicit written authorization
- Remove, alter, or obscure any proprietary notices, trademarks, or copyright statements
- Use our intellectual property for competitive purposes or to develop competing solutions

7. PROHIBITED USES

You may not use our Service for any of the following prohibited purposes:

Illegal Activities

- Any unlawful purpose or to solicit others to perform illegal acts
- Violating any international, federal, state, or local regulation or law
- Transmitting or procuring the sending of unauthorized advertising or promotional material
- Impersonating or attempting to impersonate H4, our employees, contractors, or other users
- Engaging in any fraudulent, deceptive, or misleading activities

Security Violations

- Disrupting, interfering with, or compromising the security of the Service
- Attempting to bypass any measures we use to prevent unauthorized access



- Harassing, abusing, insulting, harming, defaming, slandering, disparaging, intimidating, or discriminating
- Submitting false, misleading, or incomplete information
- Attempting to gain unauthorized access to other users' accounts or information

Government-Specific Restrictions

- Sharing classified, controlled, or sensitive information through unsecured channels
- Using the Service in violation of security clearance requirements or obligations
- Accessing information above your authorized classification level or need-to-know
- Violating any applicable government regulations, protocols, or contractual obligations
- Exporting or re-exporting technology in violation of export control laws

Commercial Restrictions

- Using the Service for commercial purposes without proper authorization
- Reselling, redistributing, or sublicensing access to the Service
- Using the Service to develop competing products or services
- Violating any confidentiality or non-disclosure obligations



8. GOVERNMENT CONTRACTING

Contract Vehicles and Procurement

We provide services through various government contract vehicles including:

- General Services Administration (GSA) Schedules and Multiple Award Contracts
- CIO-SP3 and other government-wide acquisition contracts
- Agency-specific Indefinite Delivery/Indefinite Quantity (IDIQ) contracts
- Direct award contracts and sole-source procurements
- Small business set-aside and socioeconomic contracting programs

Compliance Requirements

When providing services to government clients, H4 Enterprises complies with:

- Federal Acquisition Regulation (FAR) and agency-specific regulations
- Defense Federal Acquisition Regulation Supplement (DFARS) where applicable
- Federal Information Security Management Act (FISMA) and cybersecurity frameworks
- Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR)
- Contract-specific terms, conditions, and compliance requirements



Security Clearances and Personnel

H4 maintains appropriate security infrastructure including:

- Personnel security clearance database and verification procedures
- Facility Security Clearance (FCL) and Special Security Agreements where required
- Compliance with National Industrial Security Program Operating Manual (NISPOM)
- Regular security training, updates, and compliance monitoring
- Visitor control and access management procedures

9. PAYMENT TERMS AND PRICING

Pricing Structure

Pricing for H4 services is established through:

- Published rate cards and catalog pricing for contract vehicles
- Custom proposals and quotations for direct contracts and new requirements
- Statement of Work (SOW) agreements with detailed scope and pricing
- Annual licensing agreements for software platforms and ongoing services
- Time and materials, firm-fixed-price, or other contract types as appropriate

Payment Terms

Unless otherwise specified in a separate agreement or contract:

- Invoices are due within 30 days of receipt (Net 30 terms)



- Late payments may incur interest charges as permitted by law and contract terms
- All prices are exclusive of applicable taxes, duties, and fees
- Travel, training, and other reimbursable expenses are billed separately as incurred

Government Payment Procedures

For government contracts, payment follows applicable regulations including:

- Prompt Payment Act requirements and interest on late payments
- Electronic invoicing through required government systems (e.g., IPP, WAWF)
- Compliance with government accounting standards and audit requirements
- Progress payments, advance payments, or other authorized payment methods as specified

10. WARRANTIES AND DISCLAIMERS

Limited Warranty

H4 Enterprises warrants that:

- Services will be performed in a professional and workmanlike manner consistent with industry standards
- Our personnel possess the qualifications, experience, and credentials represented
- Services will comply with applicable specifications, requirements, and contractual obligations



- We will correct any non-conforming services at no additional cost within reasonable timeframes

Warranty Period and Remedies

- Service warranties are effective for the duration of the contract period plus 90 days
- Software licenses include standard warranty provisions for defects and functionality
- Warranty remedies include correction, replacement, or refund as appropriate
- Warranty coverage excludes issues caused by user error, misuse, or unauthorized

DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, H4 ENTERPRISES, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Government Contract Warranties

For government contracts, warranties are as specified in the contract terms, applicable regulations, and standard government contract clauses, including rights and remedies under the Contract Disputes Act.



11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL H4 ENTERPRISES, LLC, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR USE OF THE SERVICE.

Limitation Amount

Our total liability for any claims arising out of or relating to these Terms or the Service shall not exceed the amount paid by you to H4 for the Service during the twelve (12) months preceding the event giving rise to the claim.

Government Contract Liability

For government contracts, liability limitations are as specified in the contract terms, applicable regulations, and standard government contract clauses, including rights under the Federal Tort Claims Act where applicable.

12. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless H4 Enterprises, LLC, its affiliates, and their respective directors, employees, agents, contractors, and licensors from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- Your use of the Service in violation of these Terms
- Your violation of any law, regulation, or third-party right



- Your breach of any representation, warranty, or covenant in these Terms
- Any content or information you submit, post, or transmit through the Service

13. TERM AND TERMINATION

Term

This Agreement remains in effect until terminated by you or H4 Enterprises, LLC in accordance with the provisions herein.

Termination Rights

We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms.

You may terminate this Agreement at any time by discontinuing use of the Service and, if applicable, deleting your account.

Effect of Termination

Upon termination:

- Your right to use the Service ceases immediately
- You must discontinue all use of our proprietary information and return or destroy confidential materials
- Provisions that by their nature should survive termination remain in effect
- All payment obligations remain due and payable
- Data retention and return procedures will follow applicable contract terms



Government Contract Termination

Government contracts may be terminated in accordance with standard government termination clauses, including termination for convenience, default, or other specified conditions.

14. GOVERNING LAW AND DISPUTE RESOLUTION

Governing Law

These Terms shall be interpreted and enforced in accordance with the laws of the State of North Carolina and the United States, without regard to conflict of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Cumberland County, North Carolina.

Commercial Dispute Resolution

For commercial matters, disputes will be resolved through:

1. Direct Negotiation: Good faith efforts to resolve disputes through direct communication
2. Mediation: Non-binding mediation through a mutually agreed neutral mediator
3. Arbitration: Binding arbitration under American Arbitration Association Commercial Rules if mediation is unsuccessful
4. Litigation: Court proceedings as a last resort in the designated jurisdiction



Government Contract Disputes

Government contract disputes are resolved through procedures specified in the Contract Disputes Act (CDA) and applicable contract terms, including:

- Contracting Officer final decisions
- Appeal rights to agency boards of contract appeals
- U.S. Court of Federal Claims jurisdiction
- Alternative dispute resolution procedures where available

15. PRIVACY AND DATA PROTECTION

Your privacy is important to us. Please review our Privacy Policy and Cookie Policy, which govern your use of the Service and explain our practices regarding the collection, use, and protection of your information.

Data Protection Commitments

- Compliance with applicable privacy laws including GDPR, CCPA, and sector-specific regulations
- Implementation of appropriate technical and organizational security measures
- Regular privacy and security assessments and improvements
- Transparent data handling practices and user control options

16. EXPORT CONTROL AND TRADE COMPLIANCE

H4 services and technology may be subject to export control laws and regulations including the Export Administration Regulations (EAR) and International Traffic in Arms



Regulations (ITAR). You agree to comply with all applicable export control laws and not to export, re-export, or transfer H4 technology to prohibited countries, entities, or individuals.

17. CHANGES TO TERMS

We reserve the right to modify or replace these Terms at any time at our sole discretion. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect.

Notification Methods

Material changes will be communicated through:

- Email notification to your registered address
- Prominent notice on our website for at least 30 days
- Updated "Last Modified" date on this document
- Direct notification for government contract personnel where required

Government Contract Modifications

For government contracts, modifications to terms and conditions follow procedures specified in the contract and applicable regulations, including bilateral and unilateral modification procedures.



18. MISCELLANEOUS PROVISIONS

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

Waiver

No waiver by H4 Enterprises, LLC of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. H4 Enterprises, LLC may assign these Terms at any time without restriction, including to affiliates or in connection with a merger, acquisition, or sale of assets.

Force Majeure

H4 Enterprises, LLC shall not be liable for any failure or delay in performance under this Agreement which is due to fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions, or other similar cause beyond our reasonable control.



Government Contract Clauses

Government contracts incorporate applicable Federal Acquisition Regulation (FAR) clauses, agency-specific clauses, and contract-specific terms by reference.

Entire Agreement

These Terms, together with our Privacy Policy and any additional terms applicable to specific services, constitute the entire agreement between you and H4 Enterprises, LLC regarding our Service and supersede all prior and contemporaneous written or oral agreements between you and H4 Enterprises, LLC.

Headings

The headings in these Terms are for convenience only and have no legal or contractual effect.

19. CONTACT INFORMATION

If you have any questions about these Terms and Conditions, please contact us:

General Legal Inquiries:

Email: legal@h4ent.com

Phone: [INSERT PHONE NUMBER]

Government Contract Inquiries:

Email: government@h4ent.com

Phone: [INSERT GOVERNMENT PHONE NUMBER]



Technical Support:

Email: support@h4ent.com

Phone: [INSERT SUPPORT NUMBER]

Mailing Address:

H4 Enterprises, LLC

Attn: Legal Department

4200 Morganton Rd, Suite 202

Fayetteville, NC 28314

These Terms and Conditions were last updated on [DATE] and are effective as of [DATE].

By using our Service, you acknowledge that you have read and understand this Agreement and agree to be bound by its terms and conditions.