

WINDSHIELD PROTECTION AGREEMENT

1. Definitions

- a. "Agreement" shall mean this Windshield Protection Agreement.
- b. "Product" shall mean the product applied to the Windshield of the Covered Vehicle to strengthen it and prevent chips and cracks caused by debris.
- c. "GP," "We," "Our" or "Us" shall mean GlassParency Products, Inc., the obligor of this Agreement.
- d. "Administrator" shall mean GlassParency Products, Inc.
- e. "Agreement Holder" "You" or "Your" shall mean the holder of this Windshield Protection Agreement.
- f. "Covered Vehicle" shall mean the vehicle described on the front of this Agreement.
- g. "Windshield" shall mean the windshield of the Covered Vehicle that has been treated by the Product.

2. Agreement

- a. The Agreement commences on the Agreement Sale Date and expires after the Term of Coverage. Both Agreement Sale Date and Term of Coverage are shown on the front of this Agreement.
- b. If Repair Coverage is selected on the front of this Agreement, We will attempt to have the covered damaged Windshield repaired. In the event the Windshield is deemed not repairable, there is no benefit due under the Agreement.
- c. If Replacement Coverage is selected on the front of this Agreement, We will attempt to have the covered damaged Windshield repaired. In the event the Windshield is deemed not repairable, We will authorize the replacement of the Windshield.
- d. If Recalibration Included is selected on the front of this Agreement, We will authorize recalibration of the ADA (Advanced Driver Assistance System) when necessary, after replacement of the Windshield. Maximum benefit of \$250 per occurrence. If Recalibration Included is not selected, the cost of this recalibration will not be covered under the Agreement.
- e. A Windshield is deemed not repairable if a GP-certified technician determines that the chip or crack: (a) lies in the direct vision of the driver; (b) is more than 6 inches in length; (c) forms an actual hole in the glass; or (d) involves a repair that would compromise the overall integrity of the Windshield.

3. Transfer Procedure

You may transfer this Agreement at the time of a Covered Vehicle's resale to the subsequent owner by paying a transfer fee in the amount of forty-nine (\$49.00) dollars. You must call Us at 866-342-6661 to transfer the Agreement.

4. Agreement Exclusions and Limitation

- a. No coverage is provided for issues resulting from Your fraudulent or illegal acts, whether acting alone or in collusion with others.
- b. Claims must be filed within seventy-two (72) hours of the occurrence of damage to the windshield, or Your claim may be voided. Because a lapse in time between the occurrence of damage and a repair attempt may make repairable damage unrepairable, You must make reasonable efforts to accept the first available service appointment offered by the Administrator or the claim may be voided.
- c. No coverage is provided by any windshield that has not been treated with the Product or not a part of the Covered Vehicle.
- d. No coverage is provided for cosmetic (scratches, pits, sand blasting) damage.
- e. No coverage is provided for loss or damage which occurs outside the United States, U.S. territories or Canada.
- f. No coverage is provided for damage caused by collisions, vandalism, hail and other weather-related hazards, factory defects, stress cracks or any windshield damage other than described in this Agreement.
- g. No coverage is provided for damage resulting from war, invasion, civil war, insurrection, rebellion or revolution, nuclear radiation or radioactive contamination, or any act of terrorism.

5. Claims Procedures

- a. In the event of damage to the Covered Vehicle's Windshield, **You must call the Administrator at 866-342-6661 within seventy-two (72) hours of the occurrence of damage.** The Administrator will arrange for a service appointment to determine whether the damage is covered under the Agreement. If the damage is covered under the Agreement, Administrator will arrange for an appointment to have the Windshield repaired or replaced, depending on the type of coverage selected on the front of the Agreement. The Administrator will use its best efforts to arrange for a conveniently-scheduled appointment as soon as possible. This is not a reimbursement plan. In the event a customer obtains service outside of the GP/Administrator network or fails to arrange for service through Administrator, no reimbursement or coverage will be afforded without Our or the Administrator's prior approval.
- b. You must provide the following documentation before a claim can be processed:
 - i. Copy of this Agreement
 - ii. Copy of the Buyer's Order/Loan Contract/Finance Agreement
 - iii. Any other documents reasonably requested by the Administrator

6. Reapplication After Replacement

In the event the Covered Vehicle's Windshield is replaced, whether through a covered claim or otherwise, You must bring the Covered Vehicle to a GP-certified technician within three (3) days of the replacement for reapplication of the Product. Upon completion of the reapplication, You must return a completed Replacement Notification Form to Administrator. This Agreement will be void if the Covered Vehicle's Windshield is replaced and either (a) the Product is not reapplied within three (3) days of the replacement or (b) You fail to return a completed Replacement Notification Form. You can obtain a Replacement Notification Form by contacting the Administrator at 866-342-6661. Completed replacement forms should be e-mailed to the Administrator at claims@glassparency.com or faxed to 631-253-9802.

7. General

Any documents requested by Us must be completely legible. Otherwise, coverage under this Agreement will be suspended until legible copies can be obtained.

8. Cancellation

The Product is permanently applied to the Covered Vehicle. Therefore this Agreement is NON- CANCELABLE AND NON-REFUNDABLE.

9. Arbitration

If We cannot resolve any disputes with You related to the Agreement, including claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Agreement is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this Arbitration section shall survive the termination of this Agreement.

YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

10. Insurance Securing this Agreement

This is not an insurance policy. This Agreement is secured by contractual liability policies provided by The Continental Insurance Company (Washington only) and Continental Casualty Company (all other states), and both may be contacted at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If, within sixty (60) days, we have not paid a covered claim or you are otherwise dissatisfied, you may make a claim directly to the insurance companies.

11. State Disclosures

Colorado: This Agreement is insured by a contractual liability policy issued by Continental Casualty Company. The policy number is 433168052. **Connecticut:** Crystal Fusion Technologies, Inc. is the "obligor". The term "obligor" is synonymous with the term "warrantor" as used throughout this warranty. This contract does not include in-home service. Cost of transporting the vehicle will not be paid for by the Administrator. If the expiration date has not exceeded, this contract will be automatically extended while any covered repair/replacement under this contract is being performed and your vehicle is in custody of a licensed repair facility. The extension period of this contract will be equal to the time that your vehicle is at a licensed repair facility. This Agreement may also be cancelled by You if Your Vehicle is returned, sold, lost, stolen or destroyed. In the event You have a complaint and we cannot reach an agreement, You may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall contain a short and plain description of the nature of the dispute, including a description of any attempts made to resolve the dispute and the results of such attempts. You shall state the purchase or lease price of the item subject to the extended warranty, cost of repair of the item and shall include a copy of the extended warranty contract or agreement. The complaint shall be mailed to: State of Connecticut-Insurance Department, P.O. Box 816, Hartford, CT 06142-0816 ATTN: Consumer Affairs. **Georgia:** Section 8 and any references to Section 8 do not apply. In Section 6, the phrase "This agreement will be void" is replaced with "Coverage under this agreement will be denied". **Hawaii:** Unresolved complaints concerning a registered warrantor or questions concerning the regulation of a warrantor, may be addressed to the Hawaii Department of Commerce and Consumer Affairs at P.O. Box 3614, Honolulu, HI 96811, 808-586-2790. **Missouri:** The Warranty purchase price may be financed with the purchase of this vehicle. Other payment options may be available. **Iowa:** Unresolved

complaints or questions concerning the regulation of service companies may be addressed to: Commissioner of Iowa Department of Insurance, 601 Locust Street, Des Moines, IA 50309 or call 515-281-5705 or 877-955-1212. Section 7 General, Item b is deleted in its entirety. Section 8 Cancellation, the following is added: If You cancel this Agreement within the first 30 (thirty) days and no claim has been filed, the Agreement shall be void and We will refund the entire contract purchase price paid. The right to void this Agreement applies only to the original purchaser of this Agreement. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days of the cancellation of the Agreement. If You cancel this Agreement, We will mail written notice of cancellation to You within fifteen (15) days of the date of cancellation. **Ohio:** **This contract is not insurance and is not subject to the insurance laws of this state.** This contract may provide a duplication of coverage already provided by your automobile physical damage insurance policy. **New Jersey:** **This agreement is a product warranty, not insurance, and is under the purview of the Division of Consumer Affairs.** Any questions about the warranty may be directed to the Division of Consumer Affairs which may be contacted at 124 Halsey Street, Newark, New Jersey 07101, 973-504-6200, www.njconsumeraffairs.gov. Any questions about the warranty reimbursement policy may be directed to the Department of Banking and Insurance at 20 West State Street, PO Box 325, Trenton, NJ 08625, 800-446-7467, www.state.nj.us/dobi/index.html. **South Carolina Residents Only:** In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 or (800) 768-3467. This agreement is not an insurance contract. If You cancel the service contract within the first twenty (20) days and no claim has been made under the service contract prior to its return to Us, the service contract is void and We shall refund to You, or credit Your account, with the full purchase price of the service contract. The right to void the service contract is not transferable and shall apply only to You. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to Us. Pre-existing conditions and consequential damages are not covered under this agreement. There is no deductible required for coverage under this contract. We reserve the right to replace the windshield with like kind and quality glass. **Tennessee:** Obligations of the Warrantor to the Agreement Holder are insured under a reimbursement policy. The Warranty Benefit is intended to reimburse the agreement holder for incidental costs associated with the failure of the Windshield Protection Product. **Texas:** Obligations of the Warrantor under this Windshield Protection Product are insured under a Reimbursement Insurance Policy. Vehicle Protection Products are regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 800-803-9202, 512-463-6599. Unresolved complaints concerning a registered warrantor or questions concerning the regulation of a warrantor may be addressed to the Texas Department of Licensing and Regulation. **Utah:** ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. No deductible is required for service under this Agreement. If an emergency repair is initiated by You, without Our knowledge, outside of normal business hours (9:00 am – 5:00 pm EST), You must notify Us as soon as reasonably possible and You will be responsible for providing any documentation reasonably required by Us to fulfill Our obligations to You under this Agreement. At Our discretion, non-original manufacturer's glass of comparable features and functionality may be used to replace the windshield. Failure to notify the Administrator of damage within 72 hours does not invalidate a claim made by the Agreement Holder, if the Agreement Holder shows that it was not reasonably possible to do so and the Administrator was notified as soon as reasonably possible. If we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, you are entitled to make a claim directly against Continental Casualty Company, 151 N Franklin Street, Chicago, IL 60606, 1-800-831-4262. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. Section 8 is amended to include: You may cancel this Agreement at any time. If You cancel this Agreement within the first 30 days and no claims have been made, You will be entitled to a full refund of the purchase price paid. If You cancel this Agreement after the first 30 days or if a claim has been made, You will receive an amount of the unearned purchase price paid according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the Agreement. If We cancel this Agreement, We will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least: 1) Ten (10) days before the effective date of cancellation if cancelled for non-payment of the Agreement Purchase Price; or 2). Thirty (30) days before the effective date of cancellation if cancelled for Your material misrepresentation; substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or substantial breaches of contractual duties, conditions, or warranties. In the event of Reapplication after repair or replacement, this contract will be cancelled for substantial breach contractual duties, conditions or warranties if (a) the Product is not reapplied within ten (10) days of the replacement or (b) You fail to return a completed Replacement Notification Form. **Washington:** This agreement, issued by Crystal Fusion Technologies, Inc., is considered to be a Protection Product Guarantee subject to the requirements of Chapter 48.110 RCW. Agreement Holder, as a protection product guarantee holder, is entitled to apply directly and without delay to the reimbursement insurance company for payment or performance due. **Virginia:** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint. **Wisconsin:** **This warranty is subject to limited regulation by the Office of Commissioner of Insurance.** You must submit your notice of loss to Administrator as soon as reasonably possible and within one year after the date of loss. Your failure to submit the notice of loss to Administrator within this timeframe does not invalidate or reduce your benefit unless Administrator is prejudiced by your failure to file timely notification. You may cancel this Agreement within fifteen (15) days of the Agreement Sale Date or date of delivery of the Agreement to you, whichever is later, for a full refund of the Crystal Fusion Windshield Protection Selling Price less actual costs associated with the issuance and/or service of the warranty. To cancel, please provide written notice to Dealer or Administrator at the addresses listed on the front of the Agreement.

THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS. THE ENTIRE AGREEMENT INCLUDES THESE TERMS AND CONDITIONS AND YOUR RECEIPT SHOWING THE PURCHASE OF THE PRODUCT.