

Volley Boast, LLC

Terms and Conditions of Service

The following sets forth the terms and conditions that govern your access to and use of the Volley Boast Portal Service and any other service provided by Volley Boast LLC (“we” or “Volley Boast” or the “Company”) (collectively, the “Services”) and constitutes a legally binding agreement (the “Agreement”) between the Company and you or the entity you represent (“you” or “your”). BY USING THE SERVICE, YOU AGREE TO THIS AGREEMENT; IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.

This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you first use the Services (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

If you and the Company have entered into a separate agreement applicable to the Services that contains additional or different terms and conditions which expressly control specific aspects of such Services (“Additional Service Terms”), then the Additional Service Terms are hereby incorporated by reference into this Agreement and, in the event of any conflict between these terms and those terms, the Additional Service Terms shall control (provided that no purchase order or other form of acceptance that purports to add to, modify or omit any term of this Agreement will constitute Additional Service Terms binding on Company unless expressly accepted by the Company in writing).

1. Use of the Service; Your Account; Log-In Credentials. (a) You may access and use the Services in accordance with this Agreement. You agree to comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Services.

(b) To access the Services, (i) you must have a Volley Boast account associated with a valid email address, and (ii) except in the case of Services that are prepaid or are otherwise included in the purchase of a Volley Boast product, you must have provided a valid form of payment. You are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your representatives or agents). We are not responsible for unauthorized access to your account.

(c) Volley Boast Portal log-in credentials are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your credentials to your representatives and agents performing work on your behalf.

2. Changes to the Services. We may change or discontinue any of the Services from time to time in our sole discretion.

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3. Your Content; Security; Privacy. (a) As used herein, “Your Content” means your sensor data and related information you transfer to us for processing, storage or hosting by the Services in connection with your Volley Boast account and any computational results that you derive from the foregoing through their use of the Services

(b) You are responsible for properly configuring and using the Service and otherwise taking appropriate action to secure, protect and backup Your Content and your login credentials in a manner that will provide appropriate security and protection. Without limiting Section 9, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

(c) You consent to the transfer of Your Content into, and storage of Your Content in, the Microsoft Azure Cloud web-hosting platform (or other hosting platform) the Company uses to provide the Service (the “Third Party Web Hosting Provider”) and You agree that we have no responsibility for the action or inaction of the Third Party Web Hosting Provider with respect to Your Content. We will not, without your consent, access or use Your Content except as necessary to maintain or provide the Service, or as necessary to comply with the law or a binding order of a governmental body. We will not, without your consent, disclose Your Content to any government or third party, except as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3(c). We will only use your Account Information in connection with the operation and maintenance of your account as it relates to the Service.

4. Service Fees; Taxes. (a) We calculate and bill fees and charges monthly. You will pay us the applicable fees and charges for use of the Service as described on the Volley Boast Site, from time to time, at www.volleyboast.com (the “Site”) or in the Additional Service Terms, as applicable, using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the Site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days’ prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

(b) Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees and charges for use of the Service payable by you are exclusive of any sales tax, value-added tax or other indirect taxes (collectively, “Indirect Taxes”), except where applicable law requires otherwise.

We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as we reasonably require to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement.

5. Temporary Suspension. (a) We may suspend your right to access or use any portion or all of the Service immediately upon notice to you if we determine:

(i) your use of the Service (1) poses a security risk to the Service or any third party, (2) could adversely impact our systems, the Service or the systems or Content of any other Volley Boast customer, (3) could subject us, our affiliates, or any third party to liability, or (4) could be fraudulent;

(ii) you are in breach of your obligations under this Agreement; or

(iii) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

(b) If we suspend your right to access or use any portion or all of the Service you remain responsible for all fees and charges you incur during the period of suspension.

6. Term; Termination. (a) The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 6 (the "Term").

(b) Termination for Convenience. You may terminate this Agreement for any reason by providing us at least 30 days' advance notice. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.

(c) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by

the other party. No later than the Termination Date, you will close your account.

(ii) By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause if we have the right to suspend under Section 5, (B) if our relationship with the Third Party Web Hosting Provider or another third-party partner who provides software or other technology we use to provide the Service expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (C) in order to comply with the law or requests of governmental entities.

(d) Upon the Termination Date:

(i) except as provided in Section 6(e), all your rights under this Agreement immediately terminate;

(ii) you remain responsible for all fees and charges you have incurred through the Termination Date and are responsible for any fees and charges you incur during the post-termination period described in Section 6(e); and

(iii) Sections 4, 6, 7 (except the license granted to you in Section 7(c)), 8, 9, 10, and 12 through 22 will continue to apply in accordance with their terms.

(e) Unless we terminate your use of the Service pursuant to Section 6(c), during the 30 days following the Termination Date:

(i) we will not take action to remove from the Volley Boast systems any of Your Content as a result of the termination; and

(ii) we will allow you to retrieve Your Content from the Volley Boast systems only if you have paid all amounts due under this Agreement.

(f) For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 4.

7. Proprietary Rights; Limited License. (a) Except as provided in this Agreement, we obtain no rights under this Agreement from you to Your Content. You consent to our use of Your Content to provide the Services to you.

(b) You represent and warrant to us that: (a) you own all right, title, and interest in and to Your Content; and (b) you have all rights in Your Content necessary to grant the rights contemplated by this Agreement.

(c) We or our licensors or contractors own all right, title, and interest in and to the Services, and all related technology and intellectual property rights. Subject to the

terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following: (a) access and use the Services solely in accordance with this Agreement; and (b) copy and use the Volley Boast Content solely in connection with your permitted use of the Services. Except as provided in this Section 7(c), you obtain no rights under this Agreement from us or our licensors or contractors to the Service, including any related intellectual property rights.

(d) You will not use the Services in any manner or for any purpose other than as expressly permitted by this Agreement. You will not, nor will you attempt to (i) reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any software included in the Service (except to the extent applicable law doesn't allow this restriction), or (ii) access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas. You may not use Volley Boast trademarks or service marks unless expressly authorized by us in writing. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

(e) If you provide any suggestions to improve our products and services to us or our affiliates, we and our affiliates will be entitled to use the suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the suggestions.

8. Indemnification. (a) You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning: (i) your use of the Service (including use by your employees, agents and other representatives); or (ii) your breach of this Agreement or violation of applicable law. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (i) and (ii) above at their then-current hourly rates.

(b) Subject to the limitations in this Section 8, Volley Boast will defend you and your employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's U.S. patent, U.S. copyright or U.S. trademark rights, and will pay the amount of any adverse final judgment or settlement, except where the claim arises out of (i) your breach of this Agreement or any software license agreement; (ii) modifications to the Services by you or third parties, or use of the

Services in combination with any services or products not provided by the Company; or (iii) use of the Services in violation of the Agreement (collectively, “Excluded Claims”).

(c) Subject to the limitations in this Section 8, you will defend Volley Boast, and its employees, officers, and directors against (i) any third-party claim alleging that any of Your Content infringes or misappropriates that third party’s intellectual property rights, and (ii) any Excluded Claims, and will pay the amount of any adverse final judgment or settlement.

(d) Neither party will have obligations or liability under this Section 8 arising from infringement by combinations of the Services or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, Volley Boast will have no obligations or liability arising from your or any End User’s use of the Services after Volley Boast has notified you to discontinue such use. The remedies provided in this Section 8 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.

(e) For any claim covered by Section 8(b), Volley Boast will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

(f) The obligations under this Section 8 will apply only if the party seeking defense or indemnity: (i) gives the other party prompt written notice of the claim; (ii) permits the other party to control the defense and settlement of the claim; and (iii) reasonably cooperates with the other party (at the other party’s expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

9. Disclaimers. VOLLEY BOAST DOES NOT PROMISE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SERVICES WILL PROVIDE SPECIFIC RESULTS. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” VOLLEY BOAST CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD IN CONNECTION WITH THE SERVICES WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. VOLLEY BOAST DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF THE THIRD PARTY WEB HOSTING PROVIDER AND ANY OTHER THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF ANY VOLLEY BOAST SERVICES. EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY

KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, (IV) THAT THE TRANSMISSION OF ANY CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (V) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED, (VI) THAT YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, OR (VII) THAT ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

10. Limitations of Liability. NEITHER WE NOR ANY OF OUR SUPPLIERS, CONTRACTORS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR SUPPLIERS, CONTRACTORS OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 8(b), OUR AND OUR SUPPLIERS', CONTRACTORS' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 6 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 10 ARE PART OF THE BARGAIN BETWEEN THE PARTIES AND ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Modifications to the Agreement. We may modify this Agreement at any time by posting a revised version on the Volley Boast Site or by otherwise notifying you in accordance with Section 19. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Volley Boast Site

regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

12. Assignment. You may not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 12 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Volley Boast as a party to this Agreement and Volley Boast is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

13. Entire Agreement. This Agreement incorporates the Additional Service Terms, if any, by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in the Additional Service Terms, if any, the terms contained in the Additional Service Terms will control over this document.

14. Force Majeure. We will not be liable for any loss or damage, delay, or failure in performance of the Services or other obligations of the Company (or those of its suppliers) due to causes beyond the Company's control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of the Company or others); embargoes; acts of God; acts of terrorism, sabotage or vandalism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; or other acts or occurrences otherwise known as "force majeure".

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. The parties agree that the federal and state courts sitting in Harris County,

Texas shall have exclusive jurisdiction over any claim, or dispute or controversy (whether in contract, tort or otherwise) against Company, its agents, employees, successors, assigns or affiliates arising out of or relating to this Agreement and the Services. You agree and consent to the jurisdiction of the state and federal courts in Houston, Harris County, Texas, and waive any objection that such courts are an improper or inconvenient venue or forum for such disputes. Unless otherwise prohibited by law, the parties agree to waive their right to trial by jury and any such trial shall be tried exclusively as a bench trial before the judge of the court in which the matter is pending at the time of trial.

16. Compliance with Export Restrictions is Your Responsibility. You are exclusively responsible for complying with import and export control laws, conventions and regulations in relation to the Services and their end use.

17. Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

18. Confidentiality and Publicity. (a) You may use Volley Boast Confidential Information only in connection with your use of the Services as permitted under this Agreement. You will not disclose Volley Boast Confidential Information during the Term or at any time during the 2-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Volley Boast Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service.

(b) As used herein, “Volley Boast Confidential Information” means all nonpublic information disclosed by us, our business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Volley Boast Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Volley Boast Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been

independently developed by you without reference to the Volley Boast Confidential Information.

19. Notices.

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the Volley Boast Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Volley Boast Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact Volley Boast by sending a message to the email address <Volley Boast email address> or by personal delivery, overnight courier or registered or certified mail to the mailing address of the Company. We may update the email or mailing address for notices to us by posting a notice on the Volley Boast Site. Notices provided by personal delivery or email will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

20. No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

21. No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

22. Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

23. Interpretation. When reference is made in the Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in the Agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. For purposes of the Agreement, (i) words in the singular will be deemed to include the plural and *vice versa* and words of one gender shall be deemed to include the other

gender as the context requires, (ii) the terms "hereof", "herein", "herewith" and "hereunder" and words of similar import shall, unless otherwise stated, be construed to refer to the Agreement as a whole and not to any particular provision of the Agreement and (iii) the words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation." The Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.