

Volley Boast, LLC

Terms and Conditions of Sale

The following sets forth the terms and conditions that govern purchase by a customer ("Customer") of the VoBo Node or any other product (each, a "Product") manufactured by Volley Boast, LLC ("Company") and constitutes a legally binding agreement (together with an accepted quotation or purchase order, to the extent described below, the "Agreement") between the Company and the Customer. BY PURCHASING AND/OR ACCEPTING DELIVERY OF ANY PRODUCT, YOU AGREE TO THIS AGREEMENT; IF YOU DO NOT AGREE, DO NOT PURCHASE OR ACCEPT THE PRODUCT.

This Agreement takes effect when you click an "I Accept" button or check box presented with these terms, or by accepting a quotation from Company or issuing a purchase order for any Product, or by accepting delivery of any Product ("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.

The Company may modify this Agreement at any time by posting a revised version on the Volley Boast Site, which is effective immediately upon posting, provided that any revision posted after the Effective Date will be binding between Customer and Company only with the written consent of both parties.

This Agreement shall apply unless Customer and Company have signed a separate purchase agreement with different terms and conditions which expressly control, provided that no purchase order or other form of acceptance that purports to add to, modify or omit any term of the Company's quotation or these terms and conditions will be binding on Company unless expressly accepted by the Company in writing.

1. Price; Shipping Charges; Taxes. Prices posted online are subject to change without notice. The Product price stated on Company's written quotation or confirmation will be binding on the parties. Customer is responsible for payment of shipping, insurance and handling charges, which will be shown separately on the invoice(s). Unless Customer provides Company with a valid and correct tax exemption certificate applicable to the Product ship-to location prior to Company's acceptance of the order, Customer is responsible for sales and all other taxes associated with the order. If applicable, a separate charge for taxes will be shown on the invoice.
2. Terms of Sale. Accepted orders are non-cancelable, and Products are non-returnable except in the limited circumstances described in Sections 8 and 9 below. For retail accounts, invoices will be issued when the items are ready for shipping and upon receipt of payment they will be shipped. Payments should be made according to the instructions on the invoice, by credit card, in United States dollars only. Corporate and other large purchasers should contact the Company to arrange mutually agreeable

payment terms. All shipments are FOB shipping point for U.S. domestic shipments and Ex Works (INCOTERMS 2020) for shipments to locations outside the U.S.

3. Delivery. The estimated delivery date specified by Company is given in good faith as an indication and delay in delivery shall not lead to the cancelation of the order or any penalty.

4. Title Transfer and Risk of Loss. Title to Product and risk of loss passes from Company to Customer upon shipment from Company's facilities and delivery of Product to a common carrier. Title to software will remain with the applicable licensor(s) as provided in Section 7.

5. Documentation and Information. (a) Except as otherwise expressly agreed to by the Company in writing, information regarding the Products is subject to change without notice. Information about Products made available on and/or through the Company's website shall not constitute a representation, warranty or other commitment by the Company with respect to any Product except as expressly stated in the Agreement or otherwise expressly agreed to by the Company in writing. Without limiting the generality of the foregoing, the Company hereby disclaims all warranties, expressed or implied, as to the accuracy, suitability for any purpose or completeness of information made available on and/or through its website.

(b) The Company's website makes available certain content that has not been created by the Company, either via hyperlinks which may take users to websites not controlled or maintained by Company, or as hosted via the website ("Third Party Content"). Third Party Content is not the responsibility of the Company, and users acknowledge and confirm that the Company has no control over the opinions, information, legality of products, or accuracy of facts or statements contained in such Third Party Content and furthermore the Company cannot guarantee and makes no representation or warranty as to the accuracy, veracity, or completeness of any such information provided.

6. Intellectual Property; No Reverse Engineering. (a) Nothing herein or by virtue of Customer's purchase of the Product shall in any way be construed to grant or transfer any rights to Customer to any patent, copyright, trade secret or other intellectual property of Company associated with the Product, other than a limited, non-transferable license to use the software installed on the Product solely for the purpose of operating the Product as intended, as specified in Section 7. Company shall retain all right, title and interest in and to, and possession of, the foregoing intellectual property rights and any know-how, technical information, drawings, specifications or documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of Company and supplied by Company in connection with the Product.

(b) Customer agrees that it shall not, and shall not permit any other person to: (i) reverse engineer, decompile, or disassemble the Product or apply any other process or procedure to derive the source code of any software included in the Product (except to the extent applicable law doesn't allow this restriction); (ii) copy any associated software (or any upgrades thereto or related written materials); or (iii) create, write, or develop any derivative software or any other software program based on software associated with the Product.

7. Limited Non-exclusive License of Software. All software (including firmware) included with the Product, if any, is owned by Company or a third party licensor who shall retain exclusive right, title and ownership of the software. Customer is granted a limited, personal, non-exclusive license, without the right to sublicense, to use such software only with the Product that such software is intended to operate with and solely for purposes of operating the Product as intended.

8. Limited Warranty. (a) Company warrants that Products will be free from defects in materials and workmanship under normal use for a period of six (6) months from the date of shipment to the Customer under the original purchase order or quotation (the "Warranty Period"). Batteries are expressly excluded from this limited warranty.

(b) If, during the Warranty Period, the Customer submits a valid claim in writing to Company that the Product has failed to conform to this limited warranty, the Company shall, at its option, either (i) refund the purchase price or (ii) repair or replace the Product and deliver the repaired Product or replacement Product to the Customer's address, subject in all cases to Customer returning the defective Product to Company's address in accordance with the procedure described in Section 9.

(c) Company's sole obligation under the warranty described in this Section 8 shall be to repair or replace non-conforming Products as described herein, or to refund the documented purchase price for non-conforming Products to Customer. Company's warranty obligations shall run solely to Customer and not to any subsequent owner of the Products in the event of sale or other transfer thereof by the Customer. Company shall have no obligation to any such subsequent owner or to customers of Customer or other users of the Products. Under no circumstances will the Company be responsible for the end use of the Product.

(d) This limited warranty is void if the Product is:

(i) misused, abused or damaged by the Customer or third parties, whether intentionally or due to negligence or accident;

(ii) repaired or modified without Company's prior written consent;

(iii) not properly installed, operated or maintained in accordance with the User Manual furnished by Company;

(iv) subjected to extreme temperatures or other operating conditions exceeding device specifications; or

(v) damaged due to the occurrence of a Force Majeure Event.

(e) This limited warranty gives Customer specific rights, but Customer may have other rights provided by applicable law of the state in which it is located. If, and solely to the extent that, any term of this limited warranty is prohibited by applicable law, such term will be deemed excluded from this limited warranty without affecting the validity of the remaining terms of this limited warranty.

9. Returns and Warranty Claim Procedures. (a) Any claims by Customer for missing or damaged Products in a shipment are waived by Customer unless Customer provides notice to Company within 10 (ten) days of delivery to Customer and complies with the return procedures specified in this Section.

(b) Any claims that a Product does not meet the limited warranty under Section 8 are waived by Customer unless Customer provides notice to Company not later than the last day of the Warranty Period for such Product and complies with the return procedures specified in this Section.

(c) Any notice of claim under paragraph (a) or (b) above shall be sent by email to productclaims@volleyboast.com and shall specify (i) Product model name and serial number, (ii) date of shipment of Product to Customer, and (iii) a brief description of the claim. If after analysis of the claim, Company determines that the Product should be returned to Company for testing and, as appropriate, repair or replacement, or a refund, Company will so notify Customer and will assign a return authorization number that Customer should thereafter reference in all communications with Company relating to that claim.

(d) Customer shall return Products for which it has received a return authorization number to Company's facilities in shipping cartons which clearly display the return authorization number, with shipping, insurance and handling charges paid by the Customer, and in compliance with rules regarding shipment of goods applicable to the Product. CUSTOMER SHOULD REMOVE ALL BATTERIES FROM PRODUCT, IF ANY, PRIOR TO RETURNING. It is the Customer's responsibility to retain such batteries for use in the Product received back from the Company after testing, repair or replacement, as applicable, by the Company. Customer acknowledges that Products returned by Customer to Company may be tested and found to be complying. Products that are found not to have been properly returned will be redelivered to Customer FOB

Company's facilities upon payment of shipping costs by Customer and Customer shall bear the risk of loss for such return shipment. Products determined by Company to have been properly returned will be repaired or replaced and Company shall bear the risk of loss and costs of shipment thereof back to the Customer, or the Company will issue a refund of the purchase price for such Product.

10. Limitation of Liability and Remedies. (a) THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO ANY PRODUCT PURCHASED BY CUSTOMER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED. COMPANY'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCT IS A CONSIDERATION IN LIMITING COMPANY'S LIABILITY. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE SHIPMENT DATE OF THE PRODUCT.

(b) CUSTOMER'S SOLE REMEDY FOR BREACH OF THIS LIMITED WARRANTY IS REPAIR OR REPLACEMENT OF THE NON-CONFORMING PRODUCT OR REFUND OF THE PURCHASE PRICE OF THE NON-CONFORMING PRODUCT, AT COMPANY'S OPTION, AND SUBJECT TO (I) THE OTHER TERMS AND CONDITIONS HEREOF AND (II) COMPLIANCE BY CUSTOMER WITH THE CLAIMS PROCEDURES SPECIFIED HEREIN.

(c) In no event will Company be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files or software; (ii) any act or omission of Customer or third parties; (iii) interoperability, interaction or interconnection of the Product with applications, equipment, services or networks provided by Customer or third parties; or (iv) loss or destruction of any hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it.

11. Compliance with Export Restrictions is Customer's Responsibility. The Customer is exclusively responsible for complying with import and export control laws, conventions and regulations in relation to the Product and its end use.

12. Governing Law; Dispute Resolution. 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,

Company's Products, advertising, or any related purchase. Customer agrees and consents to the jurisdiction of the state and federal courts in Houston, Harris County, Texas, and waives 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.

13. **Force Majeure.** The Company shall not be liable for any loss or damage, or delay or failure in performance of its obligations (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" (a "**Force Majeure Event**").

14. **Notices.** (a) To Customer. The Company may provide any notice to Customer 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 Customer's account. Notices provided by posting on the Volley Boast Site will be effective upon posting and notices provided by email will be effective when Company sends the email. It is Customer's responsibility to keep its email address current. Customer will be deemed to have received any email sent to the email address then associated with its account when Company sends the email, whether or not Customer actually receives the email.

(b) To Company. To give Company notice under this Agreement, Customer must contact Volley Boast by sending a message to the email address info@volleyboast.com or by personal delivery, overnight courier or registered or certified mail to the mailing address of the Company. Company may update its email or mailing address for notices 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 by registered or certified mail will be effective three business days after they are sent.

15. **Miscellaneous.** The Agreement contains the entire agreement and understanding between the parties hereto. Company's offer to sell the Product to Customer is expressly conditioned on the terms stated herein. No provision of the Agreement may be waived, modified, altered or amended except by a written instrument signed by both parties. Company's failure to insist on or enforce strict performance of this Agreement shall not be construed as a waiver by Company of any provision or any right it has to enforce this Agreement, nor shall any course of conduct

between Company and Customer or any other party be deemed to modify any provision of this Agreement. For the avoidance of doubt, nothing in Customer's purchase order or acceptance of quotation that purports to add to, modify or omit any term of this Agreement will be binding on Company unless expressly accepted by the Company in writing. If any covenant, term or provision of the Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of the Agreement and will not affect the validity, interpretation or effect of the remainder of the Agreement. The Agreement does not expressly or implicitly provide any third party with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. 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.