

End User License Agreement

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By using the bObsweep, you agree to the terms of this End User License Agreement (“EULA”) and any amendment or addenda accompanying this Agreement. If you do not agree to the terms of this EULA, you may not use the bObsweep. The bObsweep contains an electronic and software interface that allows you to control or modify its behavior, and remotely monitor its sensors.

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE PRODUCT AND PRODUCT SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE PRODUCT SOFTWARE AND TO ENTER INTO THIS EULA. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD CEASE USING THE PRODUCT AND PRODUCT SOFTWARE.

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TERMINATION: This Agreement becomes effective on the date you accept this Agreement and will continue until terminated as provided for in this Agreement. You may terminate this Agreement voluntarily at any time. Bobsweep may terminate this Agreement at any time if you are in breach of any of its terms and conditions, and may refuse to license the Bobsweep Software or the bObsweep to you after termination. Upon termination by either party, you will immediately return to bObsweep or destroy the Bobsweep Software and the bObsweep and all your copies thereof. Articles 5 and 7 through 17 of this Agreement shall survive such termination. U.S. GOVERNMENT RESTRICTED RIGHTS: The Bobsweep Software and the bObsweep are provided with “RESTRICTED RIGHTS.” Use, duplication or disclosure by the Government is subject to restrictions set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or its successor. Use of the Bobsweep Software or the bObsweep by the Government constitutes acknowledgment of Bobsweep’s rights in them.

NO EXPORT: You may not export the Bobsweep Software or the bObsweep in violation of applicable export laws.

INTERPRETATION PROVISION: The provisions of this Agreement are severable. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this Agreement.

INTEGRATION: This Agreement represents the complete agreement concerning the subject matter hereof, and any and all understandings, conversations and communications, proposals, and counterproposals, oral and written (including any draft of this Agreement) are merged into and superseded by this Agreement and shall be of no force or effect, except as expressly provided herein. No such understandings, conversations, communications, proposals, counterproposals or drafts shall be

referred to in any proceeding concerning this Agreement. Further, no understanding contained in this Agreement shall be modified, altered or amended, except by a writing signed by the party against whom enforcement is sought.

ARBITRATION: All disputes relating to this Agreement (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration, with the losing party paying all costs of arbitration. Any arbitration relating to this Agreement shall be held in California, under the auspices of an arbiter selected by Bobsweep. Any litigation relating to this Agreement shall be subject to exclusive venue and jurisdiction in the federal and state courts of California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses.

APPLICABLE LAWS: Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the Commonwealth of California, without regard to its principles of conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.