

TERMS AND CONDITIONS

Date of Last Revision:

October 21, 2025

GOLF SIMULATOR PURCHASE AGREEMENT

This Golf Simulator Purchase Agreement ("Agreement") is entered into by and between aG® Global Inc., a Delaware Corporation, with an address of 352 Tomahawk Drive, Maumee, OH 43537 ("aG"), an _____ company, with an address at _____ ("Customer") (collectively "the Parties"). This Agreement is effective as of the date fully executed.

Whereas, aG is the owner, developer and/or licensee, and manufacturer of proprietary indoor golf simulators, launch monitors, and related software and components; and

Whereas Customer desires to purchase a Golf Simulator from aG under certain terms and conditions as described in this Agreement,

NOW, THEREFORE, for consideration paid and received, and in consideration of the mutual agreements and promises set forth herein, the Parties agree as follows:

The undersigned do hereby covenant, contract, and agree as follows:

1. PURCHASE OF GOLF SIMULATOR AND COMPONENTS

(a) Golf Simulator components and certain software can be purchased by the Customer at the AG Customer Store at: <https://store.aboutgolf.com/>

Custom components and software can be purchased by contacting orders@aboutgolf.com or the designated Customer Success Manager.

The Customer agrees to pay for the component(s) or software(s) upon order

2. PURCHASE OF GOLF SIMULATOR AND SOFTWARE SUBSCRIPTION

(a) Simulator components and software purchased by the Customer are detailed on the Sales Order Form and can be alternatively retrieved by contacting your Customer Success Manager.

(b) Pursuant to Customer's acceptance of the Sales Order Form, aG hereby sells, conveys, and transfers to Customer all rights, title, and interest in and to an aG golf simulator and associated software and components (the "Simulator"), as described in the Order Form after payment in full of the Purchase Price stated in the Order Form.

(c) Customer may only resell the Simulator back to aG, on mutually acceptable terms to be negotiated in good faith between the Parties.

(d) Payment. The customer agrees to pay to aG the subscription price for the term length for the Golf Simulator Subscription selected by the Customer as stated in the Sales Order Form upon acceptance of the Golf Simulator, as provided in Section 4 below. Payment terms are agreed upon and governed by the Order Form, with no less than the Initial Percentage deposit due upon acceptance of the Order Form and progress payments as outlined in the Order Form prior to manufacturing and/or shipment of the Golf Simulator components. Payments shall be made in U.S. dollars, cash, or other immediately available funds payable to aG. The foregoing purchase price includes installation; provided, however, that if Customer schedules delivery of the Golf Simulator and the installation site as set forth in Schedule 1 & Schedule 2 below is not complete or otherwise properly prepared for such installation, Customer shall pay aG for additional time and materials costs

incurred by aG to schedule any subsequent installation, within ten (10) days after receipt of an invoice for such time and materials. Payments shall not be considered paid until received by aG.

(e) aboutGOLF® Software Subscription License

This is a subscription agreement and license between aboutGOLF Global, Inc. ("aG") and you (whether an individual or entity and hereinafter referred to as the "Customer") containing the terms of Software Subscription referenced in the Sales Order Form executed by the Customer for the purchase of an aG Simulator. By executing the Order Form, the Customer agrees to be bound by the terms of this Agreement. Please print a copy for your records. The Customer further agrees to be bound by this Agreement by accessing installed software ("Member Content") and online software ("Clubhouse") from aG during the Customer's Software Subscription. Please print a copy of this Agreement and attached Schedules for your records.

1. aG Subscription Software License and Software Subscription. Upon purchase of an aG golf simulator ("Facility") pursuant to the aG Purchase Agreement, the Customer will select an initial level of Software Subscription as set forth in Schedule 1 attached to the Sales Order Form of the Facility Purchase Agreement. For and in exchange for the applicable Software Subscription fee, as such fee may be adjusted from time to time, aG will provide the Customer with non-exclusive, non-transferable, non-sublicensable, access and revocable license (a "License") to the software and services (the "Member Content") for the Customer's use during the Term of Software Subscription, including access to the Member Content on aG Facilities and other devices. The Customer will only use the Member Content set forth in this Agreement.

2. Username, Account, and Password. Customers will be provided with information to create an aG Software Subscription account that provides access to the Member Content, including mobile access via login credentials. The customer agrees not to provide any other party with its login credentials. Violation of this policy will result in immediate termination of the Customer's Software Subscription without refund.

3. Term. The Agreement is effective upon execution of the Agreement and continues for one (1) year from the Effective Date of this Agreement. Upon the expiration of the first year, the Agreement shall automatically renew for successive periodic terms of one calendar year (each, a "Successive Term"), unless the Customer provides at least ten (10) business days advance written notice to aG of the Customer's desire to terminate the Agreement. Such notice shall be delivered to aG as set forth in Section 12.

4. Payment of Subscription Fees. Subscription Fees shall be billed annually on a recurring basis and shall be automatically charged at the end of the first Term and each Successive Term unless the Customer terminates this Agreement in accordance with the terms of this Agreement. If, for any reason, the Customer fails to pay the Subscription Fees when due, aG has the right to charge the Customer a late fee of 3% for up to two (2) weeks, after which the Customer's Software Subscription shall be terminated if unpaid. aG may also suspend the Customer's access to its website and/or Member Content without limiting any other rights or remedies available to it until such outstanding amounts are paid in full.

5. License Grant.

a. Subject to Customer's payment of all amounts due under this Agreement and compliance with all the terms of this Agreement, aG grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license (a "License") during the Term (as defined in Section 3) to authorize Customer to access the Member Content from servers operated by aG or a third-party host for Customer's use. Schedule 1, attached hereto, sets forth the terms of the Member Content License Grant as well as cloud-hosted Clubhouse software.

c. Customer agrees and acknowledges that aG may access the Customer's password-protected account(s), if any, to respond to service or technical problems or to ensure compliance with the Agreement; and. Member Content and Clubhouse may include third-party software. aG represents it

has the rights to use such third-party software by Customer.

d. The License granted to Customer under this Agreement is limited to the rights expressly granted herein; aG expressly reserves all other rights. No other rights are granted, and any other use is expressly prohibited.

6. Support. aG shall provide support for the Software Subscription as set forth in Schedule 6.

7. aG Responsibilities.

a. aG agrees to use commercially reasonable efforts to make the Member Content and Clubhouse available to Customer pursuant to the service level agreement provided in Schedule 2, except for (i) planned downtime or unplanned outages to make any changes, modifications, updates, and enhancements; or (ii) any unavailability caused by circumstances beyond aG's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving aG employees), Internet service provider failures or delays, or denial of service attacks.

b. aG further agrees to use commercially reasonable efforts to provide the Member Content and Clubhouse only in accordance with applicable laws and government regulations and to ensure that its servers and other hardware related to the Member Content and Clubhouse are maintained in a secure environment, exercising a reasonable standard of care customary in the industry.

8. Customer Responsibilities. Customer shall:

a. use commercially reasonable efforts to prevent unauthorized access to or use of the Member Content and Clubhouse;

b. notify aG immediately of any such unauthorized access or use; and

c. Use the Member Content and Clubhouse only for their intended purpose and in accordance with applicable laws and government regulations.

9. Customer Information Collection, Use and Sharing (Privacy Policy).

a. aG only has access to/collect information you voluntarily give us via email or other direct contact ("Customer Information"). aG will not sell or rent this information to anyone. We will use Customer information to respond to you regarding the reason you contacted us. We will not share your information with any third party outside of our organization other than as necessary to fulfill your request, e.g., to ship a product. Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

b. You may opt out of any future contacts from us anytime. by contacting us via the email address or phone number provided on the Sales Order Form:

c. You may contact us at:

(i) determine what Customer Information we have about you, if any;

(ii) change/correct any Customer Information we have about you. The Customer represents and warrants that all Customer Information provided to aG will be true and accurate. aG shall not be liable for the deletion, destruction, damage, loss, or failure to store any of the Customer's Information except for the negligence or willful misconduct of aG with respect to storing Customer's Information;

(iii) have us delete any Customer Information we have about you and

(iv) express any concern you have about our use of your Customer Information.

d. we take precautions to protect your Customer Information. When you submit sensitive information via the website, your information is protected both online and offline. If we collect sensitive information (such as credit card data), that information is encrypted and securely transmitted to us. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

10. Updates. AG reserves the right to make changes, modifications, updates, and enhancements to

the Member Content and Clubhouse from time to time without providing advance prior notice to the Customer. Customer acknowledges that this Agreement is not contingent upon the delivery of any future functionality or features of Member Content and Clubhouse, and nothing in this Agreement obligates either aG or Customer to enter into any future Sales Order or any further agreements. Customer acknowledges this Agreement, and any Sales Order Form and Purchase Agreement are not dependent in any way on any oral or written private or public comments made by aG regarding future functionality or features of the Member Content.

11. Upgraded SIMAAS Subscription. During the Term, aG may occasionally provide Customer with the right to obtain access to features and functionality available in a different Golf Simulator Subscription service plan ("Upgraded Golf Simulator Subscription") at pricing and terms set by aG. If aG provides an upgrade during a Term, and Customer elects to upgrade at that time, Customer shall pay the prorated remaining balance of the Golf Simulator Subscription fees due for that year's Upgraded Golf Simulator Subscription Fee. The fee for such Upgrades will be charged to the Customer upon acceptance.

12. Termination of Golf Simulator Subscription.

- a. Either party may terminate the Agreement without cause before the end of the Term, upon thirty (30) days' written notice to the other party, provided, however, that Customer shall pay aG an early termination fee of 25% of the remaining balance of the total Golf Simulator Subscription fee.
- b. The Parties' right to terminate the Agreement pursuant to this Section 5. k. without prejudice to and shall not affect any other remedies available to the parties.
- c. Upon Termination, if the subscription term is paid in full, the Customer's access to Member Content and Clubhouse on the aG Golf Simulator shall be revoked. Customer shall still have access to basic content (e.g., "aG Locker" content, provided to all Golf Simulator Customers with the Simulator and on mobile devices)

13. Limitations on Use of Member Content and Clubhouse. The Customer acknowledges and agrees that its use of the aG website and the Member's Content shall be subject to the following conditions:

- a. Customer is authorized to a single access right to access and use the Member Content and Clubhouse;
- b. Customer will not license, sublicense, sell, transfer, assign, perform, display, distribute, or otherwise exploit its Software Subscription or make the Member Content and Clubhouse available to third parties;
- c. The Customer will not disassemble, reverse engineer, modify, translate, alter, decompile, or create derivative works from the Member Content and Clubhouse;
- d. The Customer will not create Internet links to the Member Content and Clubhouse or "mirror" any content contained within the Member Content and Clubhouse on any other Internet-based device or otherwise provide access to aG's Member Content and Clubhouse in whole or in part;
- e. The Customer will not use the Member Content and Clubhouse for any purpose that violates the rights of any third party or applicable law. The Customer will not gain unauthorized access to the Member's Content
- f. The Customer will not gain unauthorized access to the Member Content and Clubhouse or the related systems or networks thereto; and
- g. aG shall have the right to immediately terminate this Agreement for any material breach by Customer, suspend the Customer's access to the Member Content and Clubhouse, or exercise any other right or remedy available to it under this Agreement, at law or in equity

14. Intellectual Property Rights. The Customer acknowledges that aG retains all rights, title and interest in and to any and all technology and intellectual property within the aG website, the Member Content and Clubhouse, or the provision any of the foregoing, including, without limitation, all patents, inventions, copyrights, trade secrets, trademarks, service marks, trade names and other intellectual property rights (collectively, "Intellectual Property") Nothing in this Agreement shall give the Customer any right, title, claim or interest in or to any such Intellectual Property. In the absence

of aG's prior written consent, the Customer shall not use in any manner Intellectual Property except as permitted by this Agreement. All aG rights on the website and the Member Content and Clubhouse are expressly reserved.

3. PURCHASE MONEY SECURITY INTEREST Customer grants aG a first-priority security interest in the Golf Simulator Subscription Purchase and all related products and proceeds, including insurance proceeds. This provision shall constitute a security agreement under the Uniform Commercial Code of the State of Washington (the "Code"), and aG shall be entitled to all rights and protections of a secured party under the Code. The customer authorizes aG to file such UCC-1 Financing Statements as may be necessary or appropriate to perfect aG's security interest in the Golf Simulator. AG agrees to terminate any such UCC-1 filings when the Customer has paid the full purchase of the Golf Simulator Subscription, which entitles the Customer to obtain ownership of the Golf Simulator.

4. INSTALLATION AND ACCEPTANCE

(a) Preparation for Delivery. Appropriate permitted housing for the Golf Simulator must be provided at the time of installation. The customer agrees to review and comply with the Customer Pre-Installation Construction Requirements attached hereto as Schedule 1 and the Customer Pre-Installation Site Preparation Requirements attached hereto as Schedule 2. Once all requirements are fulfilled, unless otherwise agreed by aG, the Customer shall contact aG to arrange for delivery and installation.

(b) Installation. aG shall install the golf simulator as soon as practical after delivery, provided all Schedules 1 and 2 requirements are met.

(c) Acceptance. The customer must inspect and report any damage or accept the Golf Simulator in writing to AG within 24 hours following the calibration of the Golf Simulator. The customer affirms that they will acknowledge acceptance of the Golf Simulator by signing and returning the signature page for Schedule 3. Prior to acceptance, should Customer report any defects or damage to aG, aG shall have ten (10) business days to remedy such defect or damage unless Customer consents to additional time. AG shall replace the Golf Simulator if aG cannot repair any reported defects or damage in the 10-business daytime period. Customer shall be deemed to have unconditionally accepted the Golf Simulator after calibration of the Golf Simulator unless Customer gives a written notice of any defect or damage to the Golf Simulator as set forth in this Section 3. The foregoing process shall repeat until such time as the Customer has accepted the Golf Simulator in writing following calibration or has been deemed to have done so.

5. CUSTOMER OBLIGATIONS

(a) Customer agrees to review and be bound by all terms of service and terms and conditions of using the aG Golf Simulator and aG software.

(b) Customer agrees to retain all aG's intellectual property markings, including trademarks, issued patents or "patent pending," and all copyrights on displays of aG-owned software and all promotional material. AG reserves the right, upon reasonable notice and at its sole cost and expense, to specify different and/or additional markings to be placed on the Golf Simulator, which aG shall provide. Golf Simulator shall not be labeled with any other markings (c) The customer agrees that the Golf Simulator and all its respective component parts and software constitute a single product that may not be dismantled unless consulted with aG for any defects and/or replacements, nor any part or software resold to a third party. Customer may not disassemble, decompile, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how, or other information from the binary code portions of the aG software or firmware or reverse-engineering the Golf Simulator in any manner whatsoever without aG's prior written consent and shall not permit or induce the foregoing. Violation of this provision shall constitute a material breach of this Agreement.

(d) Non aG Approved Third-Party Components and Software. The Customer agrees that any integration or addition of components, hardware, and software to the single product of the Golf Simulator that is not approved or tested by aG will not be subject to any Technical Support (Section 8 and Schedule 5) and will waive the Golf Simulator Limited Warranty (Section 7 and Schedule 5) of

this Agreement. Prior to adding equipment or software to your Golf Simulator product, please contact support@aboutgolf.com to avoid the possibility of the warranty being voided.

6. CONFIDENTIALITY

Except as expressly permitted herein, Customer shall refrain from using or disclosing to any third party and shall cause its employees and agents to refrain from using or disclosing to any third party any confidential or proprietary information of aG without consent and proper protections, including non-disclosure, non-compete, non-workaround agreement as appropriate. For purposes of this Agreement, aG's intellectual property and all other information (including, without limitation, reports, documents, notes, drawings, and oral communications) disclosed or obtained by Customer or any agent or employee of Customer in connection with its performance of this Agreement shall be deemed confidential or proprietary information of aG, except: (i) information which has passed into or may hereafter pass into the public domain, other than by reason of acts or omissions of Customer or its employees or agents, (ii) information obtained by Customer from a third party entitled to disclose such information, and (iii) information developed by Customer independently of aG, as evidenced by written documentation.

7. NO WARRANTIES

EXCEPT FOR THE LIMITED WARRANTY IN SCHEDULE 5, THIS IS A SERVICE AGREEMENT. aG DOES NOT MAKE, AND CUSTOMER DOES NOT RECEIVE ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND AG EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, USAGE OF TRADE AND COURSE OF DEALING TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Ag DOES NOT WARRANT THE ACCURACY OF THE INFORMATION INCLUDED WITHIN THE aG WEBSITE OR THE MEMBER CONTENT, OR THE ANALYSES OF THAT INFORMATION, OR ANY RESULTING CONSEQUENCES THAT MAY OCCUR AS A RESULT OF CUSTOMER'S RELIANCE UPON SUCH INFORMATION, MEMBER CONTENT OR ANALYSES. THE INFORMATION CONTAINED IN THE AG WEBSITE AND WITHIN THE MEMBER CONTENT IS PROVIDED "AS IS."

THE CUSTOMER UNDERSTANDS THAT aG CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES MADE AVAILABLE FOR DOWNLOADING OR VIEWING FROM THE INTERNET WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER SOFTWARE CODE THAT MAY MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. THE CUSTOMER IS RESPONSIBLE FOR IMPLEMENTING SUFFICIENT SECURITY PROCEDURES TO PROTECT ITS DEVICES FOR ACCESSING THE INTERNET, TO PRESERVE ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SITE FOR THE RECONSTRUCTION OF ANY LOST DATA. aG DOES NOT ASSUME ANY RESPONSIBILITY OR RISK WHATSOEVER FOR YOUR USE OF THE INTERNET.

8. TECHNICAL SUPPORT

aG technical support shall be provided to Customer in accordance with Schedule 6, attached hereto. Technical support may be enhanced depending on the Software Subscription level purchased by the Customer.

9. TERM

This Agreement is from the Effective Date for one (1) year unless terminated as set forth herein

10. INTELLECTUAL PROPERTY

(a) Customer acknowledges that aG and/or its licensors own and will retain all rights, titles, and interest in and to any and all worldwide intellectual property and proprietary rights embodied in the Golf Simulator, including its associated software, including, but not limited to all trademarks, copyrights, patents and trade secrets, know-how, and any photographs, animations, images, video,

audio, music, text and applets, electronic documentation, printed documentation and media documentation associated therewith.

(b) aG trademarks include, but are not limited to: aG®, aboutGOLF®, aG Balance Pro®, aG Flix®, 3Trak®, ®SimSurround®, agCurve®, and aG Links,™ and aG Balance™.

(c) Microsoft logos are registered trademarks or trademarks of Microsoft Corporation.

(d) All respective courses within the software and their respective underlying distinctive images and individual hole designs are trademarks, service marks, and trade dress of that specific course and cannot be used other than for individual gameplay, except with prior written permission of the golf course.

(e) The Golf Simulator, including its associated software, is protected by international treaty provisions and copyright laws -- All Rights Reserved.

(f) Customer further acknowledges that it will have no rights with respect to any of the foregoing other than the rights expressly set forth in this Agreement.

(g) The Customer agrees that aG owns all improvements to the Golf Simulator, including the associated software and any improvements that the Customer should make. The customer agrees to assign all rights, titles, and interests to such improvements and to cooperate in the filing of any patent protection for such improvements.

11. RIGHT TO ENTER AGREEMENT

Customer warrants and represents that it has the right to enter into this Agreement, that it will not knowingly take any action contrary to this Agreement, and that entering into of this Agreement will not knowingly violate any other agreement to which it is a party or conflict with or violate any law, rule or regulation by which it is bound.

12. MAINTENANCE AND REPAIR OF THE GOLF SIMULATOR

(a) The customer is responsible for Maintenance and repair costs related to the Golf Simulator, except those covered under the Limited Warranty attached hereto as Schedule 5. At the Customer's request, aG shall provide maintenance and repairs by its designated personnel or subcontractors at the Customer's cost.

(b) To provide adequate service and maintain the license keys for Golf Simulator software, the Customer acknowledges that the Golf Simulator must be allowed to connect to the Internet and that this connection should be maintained at all times that the Golf Simulator is installed.

13. INDEMNIFICATION

(a) aG does not assume any liability to third persons with respect to any acts or omissions of Customer or its customers in the performance of this Agreement or the operation or use of the Golf Simulator once accepted by Customer.

(b) Customer agrees to indemnify and hold aG, its directors, officers, members, employees, and agents from and against all demands, claims, losses, damages, judgments, expenses and costs (including attorney fees) arising out of or relating to any and all personal injury or property losses arising out of or related to the performance of this agreement and the operation and use of the Golf Simulator, once accepted by Customer; provided, however, that reasonable notice, authority and information to defend is given.

(c) AG agrees to indemnify and hold Customer harmless against any losses, costs, expenses (including, but not limited to, reasonable attorneys' fees), claims, damages, liabilities, penalties,

actions, proceedings, or judgments (collectively, "Losses") resulting from any claim, suit, action, or proceeding brought by any third party against Customer related to or arising out of any actual or alleged infringement or misappropriation of any United States copyright, trade secret, patent, trademark, or other proprietary right related to any hardware, software, or materials provided by aG with Golf Simulator.

(d) To receive the foregoing indemnities, the party seeking indemnification must notify the indemnifying party in writing of a claim or suit promptly and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. Neither party will have any obligation to indemnify the other under any settlement made without its written consent.

14. LIMITATION OF LIABILITY

a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR LOSS OF PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF aG FOR ALL CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT OR OTHER STATUTORY, LEGAL OR EQUITABLE GROUNDS, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER OVER A TWELVE (12) MONTH PERIOD.

15. DAMAGE TO GOLF SIMULATOR, DESTROYED OR STOLEN GOLF SIMULATOR

After acceptance, the Customer accepts the risk and responsibility for any loss, theft, destruction, or damage of or to any item of the Golf Simulator.

16. TAXES

Customer shall pay all taxes associated with Customer's purchase of the Golf Simulator, including, without limitation, all sales taxes, transfer taxes, personal property taxes, use taxes, and other state, local, and federal taxes. All tax-exempt customers must provide a tax-exemption certificate at the time the order is accepted by the Customer. Certificates will not be honored after the order is signed and accepted. Customers shall not be liable for any income taxes or other taxes associated with the sale of the Golf Simulator for which aG would normally be obligated. The customer has the right to dispute any applicable sales taxes to the Order Form or invoice by promptly sending written notice to accounting@aboutgolf.com to resolve.

17. DEFAULT

(a) Customer shall be in default of this Agreement if Customer:

- (i) fails to make any Golf Simulator payment due under this Agreement per accepted terms
- (ii) fails to make any other payment set forth in this Agreement within ten (10) business days after the due date.

(b) In the event of such default by Customer:

- (i) At aG's option and upon notice to Customer, Customer shall surrender all aG property, including the Golf Simulator and all aG software, documents, written or electronic, to aG. In such event, aG may take possession of the Golf Simulator and all aG software and documents which shall be provided by Customer to aG upon demand and may hold, sell, or otherwise dispose of the Golf Simulator without affecting Customer's obligations as provided in this Agreement. aG shall arrange for the shipment of all aG property at the Customer's expense.

(c) aG may exercise all other rights as provided by law or in equity.

(d) aG shall be in default of this Agreement if aG breaches this Agreement and fails to cure such breach within ten (10) business days of receiving notice from Customer. In the event of such default by aG and failure to cure, then Customer may terminate this Agreement and receive a prorated refund through the date of termination for any fees that were prepaid, as well as exercise any and all other rights as provided by law or in equity.

(e) Software Subscriptions are required for new Customers. Payment is required for the initial term of the Software Subscription. If the Customer does not pay the initial term of the Software Subscription, aG reserves the right to withhold installation until payment is made.

18. MODIFICATIONS

This Agreement may not be modified or amended except in writing, signed by both Customer and aG. Additional charges associated with change orders can include:

a) *Design & Labor Costs*: Labor costs may increase if the change requires additional labor or specialized skill sets. This includes extra hours the Design team works, more than 40 hours per simulator, or the need for specialized on-site labor.

b) *Material Costs*: If the change involves using different materials than originally planned, additional costs may be associated with procuring and using these materials.

c) *Equipment Costs*: Some changes may necessitate the use of specialized equipment to allow for the compatibility of the golf system with the client's site. The acquisition and use of this specialized equipment could lead to additional charges.

d) *Extended Timeline Costs*: If the change order results in an extension of the project timeline, there may be additional costs related to labor, equipment, and overhead during the extended period.

e) *Administrative Costs*: Processing and managing change orders may require additional administrative work, which can incur extra charges.

f) *Logistics & Shipping Costs*: Standard shipping & handling costs estimated are included per complete simulator. Scope of work changes to the simulator project could result in additional shipping & handling costs to support fulfillment.

19. ASSIGNMENT

Customer may not assign this Agreement without aG's expressed written consent unless such assignment is in connection with a sale of all or substantially all of Customer's assets or a change of control of Customer, in which case aG's consent shall not be required. aG may freely assign its rights and obligations in this Agreement and subcontract any portion of its performance.

20. WAIVER

A failure or delay by either party to exercise any right under this Agreement shall not operate as a waiver of that right. Any single or partial exercise of a party's rights under this Agreement shall not preclude a party's further exercise of its rights. The rights and remedies in this Agreement are cumulative and not exclusive of others provided by law or equity.

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to conflict of laws principles.

22. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties regarding the Golf Simulator and software provided herein and supersedes any other Agreement or understanding, whether written or

oral.

23. NOTICES

All notices required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given: (a) if mailed by certified mail, return receipt requested, on the date the return receipt card is signed; (b) if sent by facsimile, on the date received, so long as the sending party retains a receipt or proof of transmission thereof; or (c) if delivered by overnight courier, on the date after sending so long as the sending party retains a receipt thereof. Any such notices will be sent to the parties at their respective addresses first stated above or to such other address as either party hereto, by written notice to the other, may designate from time to time.

24. SECTION HEADINGS

Section headings are for convenience purposes only and do not affect the meaning or interpretation of any provision of this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts and by facsimile signature or other form of electronic transmission, each of which shall constitute an original, and all of which, taken together, shall constitute one and the same instrument.

SCHEDULE 1: CUSTOMER SITE CONSTRUCTION REQUIREMENTS PRE-DELIVERY AND INSTALLATION OF GOLF SIMULATOR

THE CUSTOMER OR CUSTOMER'S CONTRACTOR SHALL:

- Perform as the customer's point person to aG during design and installation
- Handle any on-site construction activity
- Provide "as built" site measurements, site pictures, and prints as needed
- Be on call during the design process and during the installation
- Receive a shipment of the simulator if aG is not delivering

CONSTRUCTION-RELATED REQUIREMENTS:

- Install wall and sometimes ceiling plywood and protective carpet as needed
- Install junction boxes and conduit runs with pull strings per aG plans
- Install outlets and wiring per aG plans
- Install recessed can lights over the tee area per aG plans
- Install aG Flix Lighting or simulator required electrical components (if applicable)
- Install speaker systems if not provided by aG
- Install access panels around the simulator as needed
- Install blocking behind wall sheathing anywhere aG Golf Simulator Equipment is to be surface mounted onto the customer walls or ceiling· Handle floor cutouts for recessed stance mat system if required
- Handle flooring transitions at the edges of the aG-supplied turf.
- Handle room finish work, carpentry, and paint
- Have the site clear, clean, and ready for installation PRIOR to aG arrival
- Site must be accessible for aG installers to get Golf Simulator Equipment into the building and simulator room
- ALL CONSTRUCTION ACTIVITY IN THE SIMULATOR ROOM MUST BE DONE PRIOR TO THE INSTALLATION, INCLUDING BUT NOT LIMITED TO: Drywall, wall sheathing, and carpet, paint, ledger boards, screen frame, customer flooring, millwork, finish electrical work and conduits, A/V work, and drop-down media screen installation.
- If construction work is being done in other areas, the simulator room should be sealed off
- The customer should identify and bring notice to items that could cause potential problems during the simulator installation. Some examples are: Radiant heat lines, sprinkler system, HVAC and plumbing runs, Columns, Beams,

SCHEDULE 2: CUSTOMER PRE-INSTALLATION SITE PREPARATION REQUIREMENTS

- Four (4) weeks prior to the installation date, final dimensions and pictures are required. aG will provide guidance regarding what dimensions are needed and what pictures should be taken.
- Two (2) weeks before the Installation date, all construction activity in the simulator room must be complete, including Drywall, wall sheathing and carpet, paint, customer flooring, millwork, finish electrical work and conduits, A/V work, drop-down media screen installation, and client-supplied speakers. The aG design team requires pictures of the space to ensure the room is built to the correct specifications.
- The client is responsible for providing light-blocking shades for any windows in the simulator area to prevent washing out the projected image. The simulator computer requires a standard CAT 5 Ethernet (high-speed) connection. This connection is necessary to receive technical support and software updates for your simulator and participate in online capabilities. The computer is configured to accept a standard DHCP connection. The internet connection must be active at the time of installation.
- aboutGOLF requires up to (2) dedicated 20-amp circuits per simulator. The simulator is designed to operate in a range of 105 to 125 volts of consistent power. You will need a power conditioner in areas with higher voltage or where a dependable power source is unavailable. Electrical details and locations will be included in the aboutGOLF design drawings.
- The simulator will be delivered up to one week prior to the installation. The freight company and/or aG will call with an estimated delivery time. The customer is responsible for ensuring someone is available to receive the freight and that there is a clear path to the area where the simulator will be installed.
- For installations that are not delivered by aG staff, the customer is responsible for providing 2 sturdy 6 ft. Ladders (225lb. Rating). aG will notify the customer as to the shipping method being used.
- Client is responsible for protecting finished floors and surfaces in the area of the simulator with Ram Board or similar product.
- Client is responsible for removing and disposing of simulator packing material, cardboard, pallets, and debris following completion of the simulator installation.

****** Once your installation has been scheduled with our team, any alteration made to the date after that point, or if the site conditions do not match those required to complete the installation, you will be charged \$1250 for the installer's time, hotel, rental car, airline change fees, and per diem for the time lost. If the shipment is enroute, and you are unable to accept the shipment, a return shipment fee of \$1250 will be charged to reroute the goods back to aboutGOLF.

If you have any questions regarding the aforementioned, do not hesitate to contact your Customer Success Manager. We will do our very best to provide you with whatever information you may need to make your installation run smoothly.

SCHEDULE 3: AG CUSTOMER ACCEPTANCE FORM

The Customer will review the simulator room and system functionality with an approved aG installer. The checklist has been completed in full during the inspection.

Screen System/Padding
Ceiling Installation/Baffles/Top Skin
Side Skins/Curtains
Putting Turf
Stance mats / hitting strip
Tee Kits Supplied
aG Golf Balls Provided
aG Calibration Target & 3-Ball Jig are Present
Computer cabinet Computer Functionality

Keyboard / MouseTouch Screen System Functionality Projection System Functionality
The Projector Remote is Present

PERFORMANCE PRODUCTS

aG Flix® Camera System Functionality (if applicable)
aG Flix® Lighting and Remote Functionality (if applicable)
aG Balance™ System Functionality (if applicable)

SOFTWARE AND PERFORMANCE

aG Golf Game Functionality
aG Automation System Functionality (if applicable)
aG Media Integration System Functionality (if applicable)

CALIBRATION RESULTS

Trajectory Confidence (90% or higher)
Spin Confidence (85% or higher)
Club Data (90% or higher)

SCHEDULE 4: SIMAAS REPLENISHMENT SCHEDULE

Every 3 months (per sim):

- Golf balls (2)
- Fiberbuilt Tee system (2)
- Tee Kit (3)
- Hitting Strips (1)

Every 6 months (per sim):

- Golf balls (2)
- Fiberbuilt Tee system (2)
- Tee Kit (3)
- Hitting Strips (1)Screen (1)

SCHEDULE 5: LIMITED WARRANTY

WARRANTY COVERAGE

Proper Use of Golf Simulator: The customer's failure to use the Golf Simulator properly may affect the safety and efficacy of the Golf Simulator and will void the warranty. Customer must use the Golf Simulator: (a) in compliance with all applicable federal, state, and local laws, ordinances, executive orders, rules, and regulations, including without limitation state licensing requirements; (b) consistent with statements, technical information, instructions, warnings, and recommendations of aG; and (c) solely in those applications for which the Golf Simulator was designed and intended. Customers must ensure that the Golf Simulator is properly stored, maintained, and protected. The customer may not modify the Golf Simulator in any manner, including, without limitation, removing or modifying the hardware or software embedded in or supplied with the Golf Simulator. Customers may not use other software with the Golf Simulator. Exact OEM warranties on third-party electronics (PC, Projector, and Touchscreen) will apply as outlined in the Manufacturer's warranty. This Warranty shall be void if Golf Simulator components are sourced independently, tampered with in any way not covered and protected by a means previously approved by aG, or damaged in transport after installation.

3Trak Launch Engine: The Launch Engine warranty covers all initial defects and defects arising out of normal use for three years after purchase.

Screens: The Screen warranty shall cover all initial defects and defects arising out of normal use, with replacement for defects within 60 days from purchase.

Turf: Six months replacement. The Turf warranty shall cover all initial defects and defects arising out of normal use, with replacement for defects within six months from purchase.

Simulator Enclosures (frame and skin): The Golf Simulator enclosure warranty shall cover all initial defects and defects arising out of normal use, with replacement for defects within six months from installation.

Software: aG shall use commercially reasonable efforts to timely repair material software bugs reported in writing by Customer within the first year after delivery of the Golf Simulator.

Returns of Warranty Goods: In the event of a warranty claim, the Customer shall be responsible for the return of the Golf Simulator at the Customer's cost, including suitable transit insurance, unless aG is able to perform the repair on the Customer's site. aG shall be responsible for arranging for timely repair or replacement of the Golf Simulator, and delivery, or as required, installation, at aG's cost. aG shall use reasonable efforts to ensure that the most cost effective and timely solutions are made for all warranty claims. aG shall use commercially reasonable efforts to timely fulfil all warranty requirements.

SCHEDULE 6: SUPPORT OF GOLF SIMULATOR AND SOFTWARE AND AG ONLINE SERVICES

1. **Customer Success.** aboutGOLF commits to customer success through our dedicated Customer Success (CS) Team, available to all active subscription-based customers. CS Managers are the primary point of contact for qualified customers, coordinating comprehensive support across aG departments. Support includes product demos, training, adoption guidance, best practices, strategies, and initiatives to enhance the aG experience. It also covers assistance with orders unavailable through our online store (<https://store.aboutgolf.com>), warranties, replacement parts, simulator upgrades, expansions, and subscription renewals.

a) **Preferred Contact Method:** For assistance, subscription-based customers should contact their designated CS Manager or email customersuccess@aboutgolf.com.

b) **Hours:** aG Business hours as posted on the aboutGOLF website. Time outside of aG hours of operation is supported on an as-needed basis and is best scheduled ahead of time with the associated customer success manager.

2. **Technical Support.** aboutGOLF offers technical support by focusing on identifying, reproducing, and resolving aG simulator technical hardware and software products while providing practical workarounds and solutions. We encourage customers to first attempt resolving technical issues independently and then to seek support by submitting a form on our website. Following this, we will initiate phone, email, and other online resources as necessary to facilitate troubleshooting.

a) **Preferred Contact Method:** Customers are encouraged to use our dedicated support form at <https://www.aboutgolf.com/support> for prompt assistance. This streamlined process helps us better manage and prioritize support inquiries.

b) **Hours:** Technical Support hours are detailed on the aboutGOLF website.

3. **Scheduled Maintenance.** aG will perform software maintenance weekly during off-peak hours, according to Eastern Time. aG shall notify Customer of this schedule maintenance reasonably in advance.

4. **Uptime for Online Services.** The minimum Uptime for the aG Online Services shall be 99.9%

except as specified in the following definition.

a) "Uptime" means the percentage of time in any month during which the Services are available to the customer, excluding:

- i) regular or scheduled maintenance time
- ii) Unavailability caused by circumstances beyond aG's reasonable control, including without limitation acts of God, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving aG's employees)
- iii) Telecommunications, internet service providers, or hosting Simulator failures, interruptions, or delays involving hardware, software, or power systems not within aG's reasonable control
- iv) Network intrusion or denial of service attacks and
- v) Any interruption or unavailability not promptly reported to aG. An interruption of the Services of less than 5 minutes is considered intermittent and will not count against Uptime.

5. Error Response and Resolution. Upon notification by the Customer of an issue with the Golf simulator and/or services, aG will use commercially reasonable efforts to resolve such issue based on the severity levels provided within the response and resolution times.

6. Severity Levels & Response/Resolution Times. The response and resolution times outlined below are established according to standard business hours. To better accommodate our customers, aG offers extended tech support hours to address issues more promptly. Please note that while all issues are managed within our business hours framework, Tech Support Hours outside of Standard Business Hours will prioritize Critical and Serious concerns first.

a) Standard Business Hours & Tech Support Hours are available on the aboutGOLF website.

b) Technical Support Issues are categorized as follows:

i) **P0 - CRITICAL:** Safety risks and severe system failures; total business disruption.

- 1. **Contact:** Submit form: www.aboutgolf.com/support
- 2. **Response:** 4 business hours.
- 3. **Resolution:** 2 business days.

ii) **P1 - SERIOUS:** Software/hardware impairing business; major functions impaired.

- 1. **Contact:** Submit form: www.aboutgolf.com/support
- 2. **Response:** 8 business hours.
- 3. **Resolution:** 3 business days.

iii) **P2 - SIGNIFICANT:** Issues affecting optimal business performance; limited functionality.

- 1. **Contact:** Submit form: www.aboutgolf.com/support
- 2. **Response:** 24 business hours, resource-dependent.
- 3. **Resolution:** 6 business days.

iv) **P3 - MINOR:** Non-critical, low-priority defects affecting usage

- 1. **Contact:** Submit form: www.aboutgolf.com/support
- 2. **Response:** 48 business hours, resource-dependent.
- 3. **Resolution:** Next software release.

7. Disclaimer. In our commitment to providing high-quality tech support, it's important to clarify that not every request may result in a fix. Certain issues may arise from design choices, be identified as features we've opted not to alter, or be recognized as low-priority items slated for future updates. While we strive to address all concerns, our capacity to offer solutions varies. We'll determine the feasibility of resolving each tech support request upon evaluation. Priority is given to addressing Critical, Serious, and Significant issues, aligning with our dedication to maintaining service quality and operational integrity.

