

EVERGAZE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF EVERGAZE PRODUCTS OR AS TO EVERGAZE PRODUCTS OR SERVICES IN GENERAL, OR THE INFORMATION, CONTENT, MATERIALS, OR OTHER SERVICES INCLUDED, OR OTHERWISE MADE AVAILABLE, TO YOU THROUGH EVERGAZE OR BY EVERGAZE, UNLESS OTHERWISE SPECIFIED IN WRITING BELOW.

Post-Purchase Support and Policies

Introduction

It is the goal of Evergaze to provide each of its Customers with unparalleled customer support. In light of this, Evergaze provides each Customer with a 14-day Free Trial Evaluation, a 12 Month Manufacturer's Warranty, and a 2 Year Service Plan.

Agreement

The following policies constitutes an agreement the ("Agreement") between Evergaze LLC ("Evergaze") and you, the Customer ("Customer") regarding your purchased seeBOOST device. By purchasing seeBOOST, you accept all of the terms and conditions contained within, and referenced throughout, this Agreement. Use of the device by the Customer constitutes acceptance as well.

14-day Free Trial Evaluation

Qualified customers are provided with a 14-day Free Trial Evaluation of seeBOOST. Prior to the commencement of the 14-day Free Trial Evaluation period, the Customer shall provide Evergaze with a form of payment in full as contained in the "seeBOOST 14 day Evaluation Order Form".

Note: The 14-day Free Trial Evaluation only applies to customers who purchase seeBOOST directly from Evergaze. This policy is not applicable if seeBOOST is purchased from a third party reseller (such as a low vision optometrist or from another organization). Please consult with the particular reseller for their specific policy.

If the Customer is dissatisfied with the seeBOOST, the Customer will have 14 days from the date of delivery to notify Evergaze of the Customer's dissatisfaction and their intent to utilize this policy to return seeBOOST. If all of the conditions below are met, Evergaze will permanently refrain from charging the Customer in relation to this Evaluation. If all the conditions below are not met, the Customer will be deemed to have purchased the seeBOOST unit that was delivered to the Customer at the beginning of the 14-day Free Trial Evaluation period, and Evergaze will charge the Customer's debit / credit card, or utilize other forms of payment, as appropriate, in full payment of the seeBOOST. At such time, the Customer's right to return seeBOOST is permanently terminated.

For a Customer to be eligible for a no-cost return under the 14-day Free Trial policy, all of following conditions must first be met:

- The Customer must complete and sign the "seeBOOST 14 day Evaluation Order Form"
- The Customer must notify Evergaze by telephone or email of their intention to return seeBOOST within the Trial Period (which begins upon the delivery of seeBOOST to the Customer either in person or by common carrier);
- The Customer must return the seeBOOST unit in good condition and with all accessories to Evergaze (using the provided packaging and pre-paid shipping label) within 3 days of notification of return.

Note: If the returned seeBOOST is unreasonably damaged or if all major components are not returned, Evergaze reserves the right to charge the Customer's debit / credit card listed on the "seeBOOST 14 day Evaluation Order Form" a fee not to exceed \$500. Evergaze will notify the customer of such a discrepancy and the amount to be charged.

The 14-day Free Trial only applies to the return of a seeBOOST as a result of Customer dissatisfaction. This policy does not apply to the return of the seeBOOST due to a defect covered under the 12 Month Manufacturer's Warranty or to damage under the 2-year Service Plan.

12 Month Manufacturer's Warranty

The following policy, along with all terms and conditions contained or referred to herein, shall be named and referred to as the "Manufacturer's Warranty". Under the Manufacturer's Warranty, Evergaze warrants that each seeBOOST is free from manufacturing defects. "Manufacturing defect", "defective", and "defect" may be used interchangeably and shall refer to a defect in either the design or manufacture of any one seeBOOST unit which causes a material impairment in the particular seeBOOST unit's functionality, and nothing more.

If a Customer discovers a defect with their seeBOOST, the Customer must notify Evergaze of the defect within 12 months from the date of delivery by calling 972-643-8498. Over the phone, an Evergaze Customer Advocate will conduct a preliminary determination. The purpose of this preliminary determination is to determine whether a defect may exist. If the Customer Advocate determines that a defect may exist, then the Customer Advocate will arrange for the shipment of the seeBOOST unit back to Evergaze.

After the Customer Advocate has arranged for shipment, the Customer will ship the seeBOOST unit to Evergaze following the procedures set out in the Shipping Policies (see below). Upon receipt of the Customer's seeBOOST, Evergaze will inspect the seeBOOST to determine whether a defect exists or not. If no defect is detected upon inspection, Evergaze will contact the Customer to notify the Customer of the results of the inspection. After such notification, Evergaze will return the non-defective seeBOOST back to the Customer.

If a defect is confirmed, Evergaze will either repair or replace the defective seeBOOST at no cost to the Customer. The option of whether to repair or replace the defective seeBOOST will

be at the sole discretion of Evergaze. The choice to repair or replace the defective unit shall be based on whatever process or grounds Evergaze deems reasonable.

If Evergaze chooses to repair the defective unit, Evergaze will repair the defective seeBOOST at its facilities. After repairs are completed, Evergaze will ship the repaired seeBOOST back to the Customer. The Customer will be notified before the unit is shipped.

If Evergaze chooses to replace the defective unit, Evergaze will replace the defective unit with an equivalent model or a more advanced model, and will ship the replacement seeBOOST to the Customer. Evergaze shall have sole option as to which model will replace the defective unit.

The 12-month Manufacturer's Warranty only covers damage to a seeBOOST resulting from or cause by a defect. This warranty does not cover a unit "damaged" in a manner enumerated under the 2-year Service Plan. The Manufacturer's Warranty does not cover upgrades to the hardware or software, unless the current version of the hardware or software causes a defect which materially impairs the functionality of the particular seeBOOST unit.

Disclaimer of Warranty for a Particular Purpose

EVERGAZE DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY FOR A PARTICULAR PURPOSE INsofar THAT SUCH WARRANTIES EXTEND PAST THE TERMS AND PROVISIONS CONTAINED IN THE MANUFACTURER'S WARRANTY. EVERGAZE WARRANTS THAT EVERGAZE PRODUCTS WILL BE FREE FROM DEFECTS WHICH AFFECT THE MATERIAL FUNCTIONALITY OF THE EVERGAZE PRODUCT; HOWEVER, EVERGAZE MAKES NO CLAIMS AND DOES NOT WARRANT AS TO THE EFFECTIVENESS OF ANY EVERGAZE PRODUCT AS IT RELATES TO THE PRODUCT'S USE BY ANY CUSTOMER.

2-Year Service Plan

The following policy, along with all terms and conditions contained or referred to herein, shall be named and referred to as the "Service Plan". The Service Plan is in addition to, but distinct from, the 12-Month Manufacturer's Warranty and the 14-day Free Trial Evaluation. Under the Service Plan, Evergaze will either repair or replace a "damaged" seeBOOST (as defined below), if the "damage" results in material impairment of functionality of the seeBOOST.

The following situations will be considered "damage" as covered by the Service Plan:

- Damage beyond normal wear and tear (scratches and scuffs)
- Broken lenses
- Broken / Severely bent spectacles frames
- Detachment of the electronics components from the frames or lens
- Malfunctioning electronic components not caused by a design or manufacturing defect

- Water / Humidity exposure
- Dirt or Sand exposure
- Damage caused by unusual physical, mechanical, or electromechanical stress
- Defects or damage caused by excessive force
- Damage caused by fire, smoke, excessive heat, freezing, electrical shock, or improper storage.

If a seeBOOST loses material functionality due to damage, the Customer will have the sole option of whether to utilize the Service Plan. By choosing to utilize this Service Policy, the Customer consents to have Evergaze either repair or replace the unit, pursuant to the conditions and procedures described in the Service Plan policy.

If the Customer chooses to submit their damaged seeBOOST to Evergaze under the Service Plan, the Customer must first call Evergaze at 972-643-8498 to speak with a Customer Advocate. Over the phone, the Customer Advocate will determine whether the Customer is eligible under Service Plan. If the Customer is eligible, the Customer Advocate will arrange for the Customer to ship the damaged unit in accordance with the Shipping Policy.

Upon receipt of each unit, Evergaze will perform an inspection of the unit and will estimate the cost of repairing the damaged unit. If Evergaze determines that no repairs are needed, then Evergaze will notify the Customer and the unit will be shipped back to the Customer in the same or substantially the same condition as when delivered to Evergaze. If Evergaze determines that damage has occurred to the unit and that this damage warrants repairs, Evergaze will provide the Customer with a quote for the estimated costs of repair, not to exceed \$500.

Evergaze will repair the damaged unit only after the Customer consents. If the Customer chooses to either repair or replace, before any action will be taken by Evergaze, the Customer must provide Evergaze with a form of payment. When repairs to a damaged unit are complete, Evergaze will ship the Customer the repaired seeBOOST unit along with an invoice detailing the repairs made to the seeBOOST. The Customer will be charged the amount on the invoice upon shipment to the Customer.

If the estimated cost of repairs exceeds \$500, then Evergaze shall notify the Customer recommending to the Customer that the seeBOOST be replaced. If the Customer elects to replace the damaged unit with a replacement unit, the Customer shall be charged a maximum of \$500 for the replacement seeBOOST. If the Customer chooses to replace the damaged seeBOOST, Evergaze will replace the damaged seeBOOST with either an equivalent model or a more advanced model, and will ship the replacement seeBOOST to the Customer. Evergaze shall have sole option as to which model will replace the damaged unit.

If the Customer elects to refrain from either repair or replacement of the damaged unit, the damaged unit will be sent back to the Customer in the same or substantially the same condition as when delivered to Evergaze. In such a case, the Customer will not be charged by Evergaze.

The Customer has the sole option in electing to subject the damaged unit to the Service Plan for either repair or replacement. However, Evergaze will have sole judgment in estimating the cost of repairs and the methods of inspection.

The Customer can take advantage of the Service Plan any time before the plan term has expired. There is no limit as to how many times a Customer can utilize the Service Plan within the term period; however, the Customer will have to pay Evergaze either the amount invoiced for repairs or the cost of replacement with every instance.

Evergaze will have the sole option to use rebuilt, reconditioned, or new parts or components when repairing any unit, or may replace the damaged seeBOOST with either a new or reconditioned seeBOOST.

Service Plan Term Period

The Service Plan term period commences on the original date of shipment to the Customer or authorized reseller and continues for two (2) years after that date. Every seeBOOST is subject to this Service Plan for the plan term, whether or not the seeBOOST was purchased from Evergaze or from an authorized reseller.

Battery Replacement Policy

The seeBOOST operates using lithium-ion batteries. These lithium-ion batteries are contained in an apparatus called the “battery-pack”. The lithium-ion batteries are integral component parts in the battery-pack, which also contains additional electronics. The batteries and the battery pack cannot be repaired. Both must be replaced.

It is normal for lithium-ion batteries to lose up to 20% of their charge capacity within their first year of use. Because of this, Evergaze will only replace battery-packs that exhibit a charge capacity loss of greater than 20% within one year from the date of delivery.

Evergaze will not replace the battery-pack if less than a 20% charge capacity loss occurs after one year from the date of delivery. However, the Customer may purchase a new battery pack at any time at the normal sales price.

If a battery pack is damaged in a manner enumerated in the Service Plan, then the replacement cost of the battery pack will be the same as the normal price for a battery pack bought from Evergaze.

Repair of Lenses

Changes to the lens prescription for a seeBOOST will be considered a “repair” under the Service Plan. The cost of changing the prescription lens(es) will be estimated with the same discretion as the cost of a repair occurring from damage. If the Customer wishes to change the power of the prescription lens, they must notify Evergaze and provide Evergaze with a new prescription valid under state law. The Customer will then ship the Customer’s seeBOOST unit

to Evergaze following the procedures laid out in the Shipping Policies. By providing Evergaze with the Customer's new prescription, Evergaze will presume the Customer's consent to the repair, and the Customer shall be charged the cost of the repair.

Term

Any references to any time period or term in the Agreement shall refer to that time starting on the date of shipment of the Evergaze product from the Evergaze factory to the Customer or to the authorized reseller (the "date of shipment") until the expiration of the nominal term after that date.

All terms shall run starting on the date of shipment of the first seeBOOST. Any subsequent receipt of a seeBOOST, whether such is a replacement or repaired, will not reset the term; nor will the term toll under any circumstances.

General Contract Provisions

No Product Upgrades

In no way shall the above provisions be construed to provide the Customer with a right to an upgraded model of the seeBOOST hardware, software, or any component part thereof.

Exclusive Remedies Clause

THE ABOVE POLICIES AND/OR WARRANTIES SET OUT THE FULL EXTENT OF EVERGAZE'S RESPONSIBILITIES, AND THE CUSTOMER'S EXCLUSIVE REMEDIES REGARDING EVERGAZE PRODUCTS.

Express Warranties Limitation

No agent, employee, dealer, representative or reseller is authorized to modify or extend the term of the above policies and/or warranties or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of Evergaze regarding Evergaze Products or these policies/warranties.

Third Party Sale Warranty Disclaimer

UNLESS OTHERWISE NOTED IN THE TERMS OF THE POLICY, IF THE SEEBOOST IS SOLD BY AN UNAUTHORIZED THIRD PARTY, EVERGAZE DISCLAIMS ALL EXPRESS WARRANTIES AS PROVIDED HEREIN, AND IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE.

Customer Support Hotlines

Evergaze phone support personnel will be available to the Customer for any inquires the Customer might have regarding the seeBOOST during normal business hours.

The phone number for any questions, or inquiries regarding the operation of the seeBOOST is 972-643-8498.

If you are calling a matter which relates to the 14-day Free Trial Evaluation, the 12 month Manufacturer's Warranty, the Service Plan, or any other policy or provision set forth above; Please call 972-643-8498.

Policy Voiding Events

Any attempt to repair or the seeBOOST device by the user or by unauthorized third-parties automatically voids coverage of that seeBOOST under all Post-Purchase Support Policies as well as any other warranties contained within, or referenced throughout this Agreement. "Repair" includes removing the seeBOOST device from the factory-attached lenses and frames.

Any attempt to use or use of unauthorized hardware or software within the seeBOOST automatically voids coverage of that seeBOOST under all Post-Purchase Support Policies as well as any other warranties contained within, or referenced throughout this Agreement.

Each seeBOOST unit is made for a specific person. seeBOOST units are not transferable to other persons. ANY TRANSFER OR ATTEMPT TO TRANSFER, OR ANY ATTEMPT TO MODIFY A SEEBOOST UNIT BY AN UNAUTHORIZED PERSON AUTOMATICALLY VOIDS ALL WARRANTIES AND SERVICE PLANS FOR THAT UNIT.

Shipping Policies

Shipping seeBOOST to Customer

1. At some point the Customer will be required to provide Evergaze with a Shipping Address. This address will be the one that Evergaze sends seeBOOST to.
2. Any time a seeBOOST is shipped to the Customer, the seeBOOST will be shipped to the address on record for the Customer.
3. If the Customer wishes to change the address, they may do so by calling Evergaze at 972-643-8498.

Shipping seeBOOST to Evergaze

Evergaze will pay for the shipping costs associated with the Customer's utilization of one of the aforementioned policies; however, the Customer must follow the steps below:

1. Customer calls Evergaze at 972-643-8498 to initiate a return for warranty or service, providing a brief description of the problem;
2. Company sends a shipping label to the Customer and arranges for a pick-up by UPS;
3. Customer must pack the product in a suitable shipping container; If Evergaze provides Customer with specific packing instructions, Customer must follow these instructions;
4. Company receives and inspects the item, and determines if the problem is covered by any warranty or policy referred to within this Agreement;
5. If the product is covered, Evergaze will notify the Customer of which policy is applicable. Furthermore, Evergaze will discuss the cost of repairs, if applicable;
6. Upon completion of repairs, replacement, or if such does not apply pursuant to the applicable policy, Evergaze will ship back to the Customer the appropriate product to a place of the Customer's choosing.

If the Customer fails to follow these Shipping Policies, Evergaze may elect, at its sole option, to reject the Customer's eligibility for the benefits of any of the above policies.

Use of Courier

To utilize any of these policies, Customer acknowledges and agrees that shipment between Evergaze and the Customer will be by a third-party carrier of Evergaze's choosing. The default method of shipment is through United Postal Service ground service ("UPS Ground").

The Customer may elect to have their order sent using a faster delivery service. If the Customer elects a different delivery service, the Customer will be charged for the shipping cost. Evergaze makes no claims as to the duration of time between shipment and delivery to and from either party. The Customer shall not hold Evergaze liable for any delays in the delivery if the delay was caused by an event after shipment. Any occurrences in which Evergaze products are damaged during delivery will be handled on a case by case basis.

For sales affected outside the United States ("International sales"), all shipping costs will be borne by the customer for all policies and procedures listed here.

Definitions

The “seeBOOST” includes all peripherals relating to the seeBOOST including, but not limited to, the battery pack, all cables, the spectacles unit, and the carrying case.

Unless otherwise stated, the term “Customer” shall refer only to the end-user of the seeBOOST. “Customer” shall not refer to any reseller of the seeBOOST.

“Unauthorized” shall refer to any act or person that is not authorized by Evergaze in writing.

Software License

All Evergaze products, including seeBOOST, utilize proprietary software which is the exclusive property of Evergaze LLC. Upon acceptance of this Agreement, Evergaze grants to the Customer an exclusive license to use the software in connection with the normal utilization of the Evergaze product. This license is only extended to the benefit of the Customer as the end-user of the Evergaze product, and shall not extend to any other person other than the Customer. This license is non-assignable and non-transferable. This license does not grant the Customer the right or privilege to tamper with, analyze, disassemble, reverse engineer, copy, reproduce, or otherwise modify the subject matter of the license.

Customer acknowledges and agrees that if the terms of this license relate to special, unique, and extraordinary matters and that violation of any of the terms of the license by the Customer shall cause Evergaze LLC irreparable injury for which adequate remedies are not available at law. Therefore the Customer agrees that Evergaze shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) as a court of competent jurisdiction may deem necessary or appropriate to restrain the Customer from committing any violation of the terms of the license. These injunctive remedies are cumulative and in addition to any other rights and remedies Evergaze LLC may have

With regards to this section, “Customer” includes the purchaser of the product, the end-user of the product, someone under the direction of the purchaser or end-user of the product, or anyone else to whom the subject-matter of the license was made available through or by the some such person.

Arbitration

If any dispute arises out of or is related to this Agreement or the Customer's use of Evergaze products in any capacity for any reason, including disputes arising out of either contract or of allegedly tortious conduct by either party, or both, the dispute shall be submitted to final and binding arbitration in Dallas, Texas, in accordance with the Commercial, or other, Arbitration Rules of the American Arbitration Association. Evergaze and the Customer shall share all costs of the arbitration proceeding equally, including the fees and costs of the arbitration panel and of the American Arbitration Association, but each party shall be responsible for his or its own attorneys' fees. The Customer acknowledges that by accepting this Agreement, he knowingly and voluntarily waives any right he may have to a jury trial based on any claims he has, had, or may have against the Company, including any right to a jury trial under any local, municipal, state or federal law. Customer acknowledges that by accepting this Agreement, he knowingly and voluntarily waives any right or ability to bring any such dispute through class arbitration or through the aggregation of other persons' individual claims against Evergaze in arbitration.

Choice of Law; Jurisdiction; Venue

The interpretation of this Agreement or any dispute, claim, or question of law or fact arising from this Agreement shall be made in accordance with the substantive and procedural laws of the Great State of Texas, including recognized principles of equity, and will honor all claims of privilege recognized by law, without regard to its conflict of laws principles. If this Agreement provides for a claim to be brought into court in the first instance, the parties consent to the jurisdiction of all federal and state courts in Dallas, Texas and agree that venue shall be in Dallas, Texas.

Severability

If any provision contained or referenced within this Agreement is deemed or rendered to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other provisions shall remain in full force and effect.

EVERGAZE RESERVES THE SOLE RIGHT TO CHANGE THE TERMS, CONDITIONS, OR PROVISIONS CONTAINED WITHIN THE ABOVE POLICIES OR WARRANTIES, OR ANY POLICIES OR PRACTICES THEREIN REFERENCED, AT ANY TIME AND WITHOUT NOTIFICATION TO THE CUSTOMER, POTENTIAL CUSTOMER, OR ANY OTHER PERSON.