

End Users License Agreement (EULA)

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS EULA CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE PRODUCT – **BOOM**.

For all practical purposes, irrespective of the version nomenclature, the base product name will be used as “Boom” in the EULA. Boom includes the mobile software, the associated media, may include printed materials and may include “online” or electronic documentation collectively called as ‘App’, ‘Software’ or ‘Software Product’.

This is a legal Document between you (either an individual or an entity, herein referred to as ‘User’), LaFab US LLC (herein referred to as ‘Headset Manufacturer’) and Global Delight Technologies Pvt. Ltd., (herein after referred to as ‘Company’). By downloading, copying, installing, or otherwise using the App, User acknowledges that User has read this EULA, that User understands it, and that User agrees to be bound by the EULA. User can install the App on a Mobile Handset.

“Use” means downloading, installation, copying, storing, executing, loading, searching, displaying or otherwise using the Software.

“Content” means audio, video or image files such as music videos, music, songs, podcasts, audio books, cover artwork, movies, streaming services, etc. In case User does not wish to continue or does not agree with the terms and conditions of this Agreement, User can exit from the installation or Use of the App.

RIGHTS AND OBLIGATIONS:

- 1. Copyright:** Global Delight and its Products and Logos are the Trademarks of the Company. All intellectual property rights in the Software and its associated documents (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets," incorporated into the Software Product) are exclusively owned by the Company, and are protected by applicable Copyright, Trade Secret, Patent and Trademark laws. The Software is licensed, not sold. User will not remove any identification, modify or obscure any proprietary or copyright notice of the Company from any copy of the Software or documents. In case of misuse of the intellectual property by any User in any manner or form, Company will, in appropriate circumstances, initiate Legal Procedures against the User.

Copyright – Third party services and Content: Boom, when used on your, mobile handset accesses Content either residing on the local device and/or through online or streaming services. Company does not own any Copyright to such content produced and/or provided by third party services and use of unauthorized content by the User is strictly forbidden. Company makes use of licensed programmatic access to such Content from third party providers via Software Development Kit (SDK) and/or Application Program Interface (API). Company does not allow download, persistent storage or export of unauthorized content. Company respects the Copyright, Intellectual Property Rights, Ownership of such Content by the owners of the Content and Company claims no ownership or warranties thereof. User is responsible to respect and abide by the T&C, Copyright and Intellectual Property Rights (IPR) of all Content displayed and/or accessed via the App.

- 2. Grant of License:** User can download Software license from Company's Website or through other authorized third party Websites, digital or retail storefronts. All licenses to the Software are non-exclusive, non-transferable, limited license to Use of the copy of the Software and its associated documents.

The Licensed Software is a private app exclusively available for use in conjunction with Xtyle Odeon wave series headsets of the Headset Mnfr. The Licensed Software may be used to play music which are not DRM protected. The Licensed Software is mobile handset-specific and non-transferable. In case of accidental loss, the End User may reinstall the Licensed Software a maximum number of three times (including the first install) in his/her mobile handset. Any update/upgrade to the Licensed Software shall be at the sole discretion of the Company. The Licensed Software shall be available for download and activation by the End User on or before 31 Dec 2020. No other license other than that specifically granted herein shall accrue to the End User.

For iOS Users: This License Software will be made available to the End Users through Apple Volume Purchase Program (VPP) as B2C application. Subject

to Apple VPP Guidelines at

https://images.apple.com/business/docs/VPP_Business_Guide.pdf

the App Activation codes can be redeemed only on the US iTunes App ID.

The distribution of the Licensed Software shall be in compliance with Apple's VPP guidelines and such other terms and conditions as may be applicable.

For Android Users: This Licensed Software will be made available worldwide to the End Users for app activation code redemption on the Company Android Store page and is compatible with Android 5.0 and above.

Activation Code (App Activation Code, App Activation Process)

Users are advised to use the supplied app activation code to download the iOS and Android version of the app from the link www.boom3Dapp.com. Supplied app activation code will be valid for Licensed version of Boom (iOS and Android) available for download from the above link. Supplied app activation code in the activation card is valid till 31 December 2020.

3. Rights and Limitations: User is not authorized to rent, lease, sell, sublicense, assign or transfer rights in the Software. User is not authorized to cause any portion of the Software to be copied onto another person's Mobile handsets. User has no ownership rights in the Software and its associated documents. The Ownership in the Software and its associated documents rests at all times with the Company. Failing to Use the Software as per EULA User is strictly forbidden. In such case the Company may terminate the EULA and User must destroy all copies of the Software Product and all of its associated documents. Company may, at its sole discretion, initiate legal action against User for such violations, and User will be prosecuted to the maximum extent possible, which may result in severe civil and/or criminal penalties.

4. Terms of Use:

User shall not:

- (a) Modify, adapt, translate, decompile, disassemble or reverse engineer the Software or any portion thereof, in any manner;
- (b) Attempt to break security, access, tamper with or use any unauthorized portion of the Software;

- (c) Remove any Copyright, Trade Mark or other proprietary rights notices contained in the Software;
- (d) Attempt to collect or maintain any information about other users of the Software or other third parties for unauthorized purposes;
- (e) Transmit or attempt to transmit the Software over any network or between any devices unauthorizedly, enabling use of the Software on multiple handsets;
- (f) Use the Software for transmission of any viruses, worms, defects, trojan horses or other malicious code or items of a destructive nature; or
- (g) Use the Software for any unlawful, copyright infringement, harassing, abusive, criminal or fraudulent purposes.

5. Update, Upgrade, Maintenance, Data: The Company may from time to time issue updates or upgrades of the Software, including on different application platforms (iOS and Android). As part of necessitating an update/upgrade and maintenance or fraud detection with regards to the Software, Company may collect user information such as User's System information and/or User related information. Company undertakes to store such information securely in an encrypted form and take all reasonable measures to prevent any unauthorized use of such information.

All updates and upgrades will be available to the User at a fixed price, subscription or free of cost, and on the conditions prescribed by the Company. Company keeps the exclusive rights whether to develop or maintain the Software further or to withdraw the Software from offering for download, without any prior notice to the Users.

6. Age Factor: Users below 18 years of age should receive parental or guardian guidance related to downloading and using the Software. If User is below eighteen years of age, Company assumes that User has obtained necessary permission or guidance before downloading or using the application and that User's parents or guardian have no objection in this regard and have read and understood the T&C and have accepted the Terms and Conditions and Terms of Use on behalf of User. In certain countries, the minimum age for downloading, installing or using digital Software may vary subject to local laws and the Company assumes that the User has made an informed and legal decision.

7. Risk: Boom is intended to be used as a personal utility tool. Boom enhances the handset audio output volume by using proprietary algorithms. The volume output, when synthesized through Boom, increases the handset audio output to the best possible level and enhances the audibility of the audiostream. The Software has been designed and thoroughly tested by the Company to get the

optimum audio output levels which under normal usage do not cause any damage to the sound hardware of the handsets or headphones or other audio accessories. User is solely responsible for all the actions and results related to the use of this Software.

- 8. Limited Warranty:** The Software is provided “**As Is**” without warranty of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose. User bears all risk relating to the use of the Software. If the Software does not perform substantially in accordance with the documentation, User’s exclusive remedy will be limited to, at Company’s sole discretion, correction of the defect in the Software, if any, or refund of the actual cost paid by the User for the Software, subject to Clause No. 10 below.
- 9. Customer Remedies:** Company offers online support for this Software, pre and post sale. The nature of support can be free or on payment basis and the option of switching from free or on payment basis may be amended without prior notice, at the discretion of the Company. Company will try to resolve the issues arising from this Software. USER will cooperate with the Company Support team for investigation of issues. This limited warranty is void if failure of the Software has resulted from accident, abuse, misapplication or violating the Terms of Use.
- 10. Service:** While Company makes reasonable efforts to ensure that its services are available at all times, Company does not guarantee, represent or warrant that its services will be uninterrupted or error-free. Company does not guarantee that users will be able to access or use all the Company assistance for the Software at all times.
- 11. No Liability:** In no event shall the Company be liable to the User for any loss, damages, claims or costs whatsoever including any special, consequential, indirect or incidental damages, any lost profits or lost savings, lost data, loss of privacy, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party arising out of the use or inability or inappropriate use of the Software, even if the Company has been advised of the possibility of such loss, damages, claims or costs in advance.
- 12. Legal Terms and Restrictions:**

(a) The Software and its associated documents are exported from India. This EULA is expressly made subject to any Laws, regulations, orders, or other restrictions on the export, of the Software or information about such Software, which may be imposed from time to time by the Government of India. User shall not export the Software and its associated documents or any information thereof without the written permission from the Company.

(b) EULA shall be governed, construed and implemented by the laws of India without giving effect to conflict of laws principle. All disputes under the EULA shall be subject to the exclusive jurisdiction of the courts in Udupi District, Karnataka State, India

(c) No failure to enforce any clause of this EULA shall constitute a waiver of such clause.

(d) User shall not assign its obligations hereunder in whole or in part without the prior written approval of the Company.

(e) If any part of this EULA is for any reason found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this EULA shall not be affected and same shall remain in effect.

13. Complete Agreement: This EULA is to be read together with the agreement between Company, Headset manufacturer and the User with respect to the subject matter, and supersedes and voids any proposal prior or agreement to this EULA, oral or written, and any other communications between the Parties.

14. Amendments: Company may, at any time, and at its sole discretion update/modify the Terms and Conditions without any notice to the User. The most current version of the Terms and Conditions shall be applicable.

If the User has any queries with respect to the above terms and conditions, please write to the Company at info@globaldelight.com or visit our Website <http://www.globaldelight.com> for contact information.

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