

CompanionPro Pre-Order Agreement

Documentation. Your Companion Pro Automatic Training System Pre-Order Agreement (the "Agreement") is made up of the following documents:

1. **System Configuration:** The System Configuration will be confirmed with you at a later date. It will describe the service that you configure, including pricing (excluding taxes and official or government fees).
2. **Final Price Sheet:** The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your system configuration and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your pre-order and make your Pre-Order Payment (the "Pre-Order Date").

Agreement to Purchase. You agree to pre-order the system (the "System") that you configured when you made your Pre-Order Payment and by taking delivery, completing the transaction when the system is ready for delivery from Companion Labs, Inc. ("Companion") or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. Your System is priced and configured based on features and options available at the time of order and you can confirm availability with a Companion representative. Options, features or hardware released after you place your order may not be included in or available for your system.

Pre-Order Price, Taxes and Official Fees: The pre-order price of the System will be confirmed in your System Configuration and Final Price Sheet. As you may have only configured part of your System, any pre-order price provided to you in advance of the Final Price Sheet is only being offered to you as an estimate and is subject to change. Any pre-order price listed in the System Configuration will not include taxes and official or government fees, which could amount to up to 10% or more of the System pre-order price. Because these taxes and fees are constantly changing and will depend on many factors they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer.

Pre-Order Process; Cancellation; Changes. After you submit your completed pre-order and the options you selected become available in production, we will invite you to complete the configuration of your System. We will then issue you the System Configuration and Final Price Sheet based on the base price of the model, the number of units and any options included or that you select.

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Your Pre-Order Payment covers the cost of these activities and other processing costs and is not a deposit for the System. Until your System is delivered to you, you may cancel your pre-order at any time, in which case you will receive a full refund of your Pre-Order Payment, less any transaction fees. Until your final configuration is matched to a system, you may make changes to your System Configuration. If you make changes to the configuration of the System, you may be subject to potential price increases for any pricing adjustments made since your original Pre-Order Date. Any changes made by you to your System Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent System Configuration that will form part of this Agreement. When you take delivery of the System, we will provide a credit to the final pre-order price of your System equivalent to the amount of the Pre-Order Payment you paid. This Pre-Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Delivery. We will notify you of when we expect your System to be ready for shipment to your facility, or other location as we may agree to. You agree to schedule and take delivery of your System within two weeks of this date. If you are unable to take delivery within the specified period, your System may be made available for sale to other customers.

You understand that Companion may not have completed the development of CompanionPro or begun manufacturing CompanionPro at the time you entered into this Agreement and so we do not guarantee when your System will actually be delivered. Your actual delivery date is dependent on many factors, including your System's configuration, manufacturing availability and your proximity to the San Francisco Bay Area. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the System and all proceeds therefrom until your obligations have been fulfilled.

Privacy Policy; Payment Terms for Services; Companion's Customer Privacy Policy; Payment Terms for Services are incorporated into this Agreement and can be viewed at www.joincompanion.com/about/legal

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Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Companion Labs, Inc. and its affiliates, (together “Companion”).

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@companionlabs.ai.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Companion Labs will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Companion, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing the Companion Service. In other words, you and Companion may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to:

Companion Labs, Inc.
201 Alabama St
San Francisco, CA 94103

Stating your name, System Identification Number and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

Warranty. You will receive the Companion New System Limited Warranty at or prior to the time of System shipment. You may also obtain a written copy of your service agreement, which will be available as delivery nears, from us upon request or from our website.

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Pre-Order Payment.

No Resellers; Discontinuation; Cancellation. Companion and its affiliates sell systems directly to businesses and non-profits and we may unilaterally cancel any order that we believe has been made with a view toward resale of the System, personal use or that has otherwise been made in bad faith. We may also cancel your pre-order and refund your Pre-Order Payment if we discontinue a product, feature or option after the time you place your pre-order or if we determine that you are acting in bad faith.

Governing Law; Integration; Assignment. The terms of this Agreement are governed by, and to be interpreted according to, the laws of California. Prior agreements, oral statements, negotiations, communications or representations about the System sold under this Agreement are superseded by this Agreement. Terms relating to the pre-order not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.