**CPTEL LLC**

Level Up™ Reseller Program — Reseller Terms and Conditions

www.cptel.io/resellerterms

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These Reseller Terms and Conditions (these "**Reseller Terms**" or these "**Terms**") are issued by CPTEL LLC, a Texas limited liability company (d/b/a Pool Water Level Up) ("**CPTEL**", "**we**", "**us**", or "**our**"), and govern participation in the Level Up™ Reseller Program (the "**Reseller Program**" or "**Program**") by each person or entity that has been accepted by CPTEL as an authorized reseller ("**Reseller**", "**you**", or "**your**"). These Terms, together with the Level Up Reseller Program Enrollment Form (the "**Enrollment Form**") signed by Reseller and accepted by CPTEL (including the Reseller Application), and all addenda, schedules, and policies referenced herein or therein, constitute a single, legally binding agreement between Reseller and CPTEL (collectively, the "**Reseller Agreement**" or the "**Agreement**"). BY SIGNING THE ENROLLMENT FORM, SUBMITTING AN ORDER, OR OTHERWISE PARTICIPATING IN THE PROGRAM, RESELLER AGREES TO BE BOUND BY THESE TERMS.

## 1. Agreement Structure; Order of Precedence; Updates

**1.1 Incorporated Documents.** The following documents are incorporated into and form part of these Terms: (a) Addendum A (Reseller Returns & Reimbursement Policy); (b) Addendum C (End-User Warranty and Return Policy Notice); (c) the CPTEL brand and trademark usage guidelines made available to Reseller from time to time (the "**Brand Guidelines**"); and (d) any tier, pricing, or program schedules issued by CPTEL to Reseller in writing from time to time (including via email or through the reseller portal) (collectively, the "**Program Policies**"). For the avoidance of doubt, Addendum B (Minimum Advertised Price (MAP) Policy Statement) is attached for reference only, is not incorporated into these Terms, and is not a contractual obligation of Reseller (see Section 1.2(c) and 12 below).

**1.2 Order of Precedence.** In the event of a direct conflict, the following order of precedence applies: (a) these Terms (excluding Addenda) control over the Enrollment Form, unless the Enrollment Form expressly overrides a specifically identified provision of these Terms; (b) Addendum A controls over these Terms solely with respect to reseller returns, credits, and reimbursements, except that this Section 1.2 governs precedence notwithstanding anything to the contrary in Addendum A; and (c) Addendum B is a unilateral policy statement of CPTEL, is not a contractual term, and is included for reference only as described in Section 12. Addendum C is a consumer-facing notice that summarizes CPTEL's end-user warranty and return policies for you to deliver to End Users; it does not modify these Reseller Terms, and the End-User Terms govern each End

User's use of the Product and the Service regardless of the channel through which the End User purchased, except that returns and refunds of Products purchased from Reseller are governed by Reseller's own policy .

**1.3 Updates to These Terms.** CPTEL may modify these Terms and the Program Policies from time to time by posting the updated version at www.cptel.io/resellerterms (or a successor URL) and providing at least thirty (30) days' prior written or email notice to Reseller of material changes. Changes become effective upon the date stated in the notice. Reseller's submission of any order, acceptance of any Program benefit, or continued participation in the Program after the effective date of a change constitutes acceptance of the modified Terms. If Reseller does not agree to a change, Reseller's sole and exclusive remedy is to terminate the Agreement by written or email notice before the change takes effect; orders accepted before the effective date remain governed by the prior version.

## 2. Definitions

**2.1** "**Brand Assets**" means the Level Up™ name and logo, the otter mascot, product imagery, sell sheets, videos, and other marketing materials and trademarks made available by CPTEL to Reseller under the Program.

**2.2** "**End User**" means a consumer or other end customer that acquires a Product from Reseller for that customer's own use at a privately-owned residential property, and not for resale or redistribution.

**2.3** "**End-User Terms**" means CPTEL's then-current Terms of Service for the Service and the Products, available at poolwaterlevelup.com/terms, together with CPTEL's Privacy Policy at poolwaterlevelup.com/privacy, each as updated by CPTEL from time to time.

**2.4** "**MSRP**" means CPTEL's then-current manufacturer's suggested retail price for a Product, as published by CPTEL from time to time.

**2.5** "**Product(s)**" means the Level Up automated pool water leveling hardware system (including the Water-Level Sensor Unit and Water-Flow Valve Unit), replacement units, accessories, and any other hardware products that CPTEL makes available for resale under the Program.

**2.6** "**Reseller Net Price**" means the net price actually paid by Reseller to CPTEL for a unit of Product, including tier discounts and net of any rebates earned.

**2.7** "**Service**" means CPTEL's Pool Water Level Up software and cloud services, mobile and web applications, and related subscription offerings, as described in the End-User Terms.

**2.8** "**Subscription**" means a paid subscription plan for the Service purchased by an End User directly from CPTEL.

**2.9** "**Territory**" means the geographic area identified in the Enrollment Form or, if none is identified, the United States. Identification of a Territory does not make Reseller's appointment exclusive.

## 3. Appointment; Reservation of Rights; Relationship

**3.1 Appointment.** Subject to the Agreement and Reseller's continued compliance with it, CPTEL appoints Reseller, and Reseller accepts appointment, as a non-exclusive, independent reseller authorized to purchase Products from CPTEL and to market, resell, and (where Reseller offers installation services) install Products for End Users within the Territory, in each case solely through the sales channels authorized under Section 8. Reseller has no right to appoint sub-resellers, sub-dealers, agents, or distributors without CPTEL's prior written consent.

**3.2 Non-Exclusive; Reservation of Rights.** Reseller's appointment is non-exclusive unless the Enrollment Form expressly states otherwise. CPTEL reserves the unrestricted right, without notice or liability to Reseller, to: (a) market, sell, and distribute Products and the Service directly or through any other channel, reseller, or partner, anywhere, including within the Territory; (b) appoint other resellers; (c) modify, add, discontinue, or substitute Products, Service features, tiers, or Program benefits; and (d) accept or reject any Reseller Application or order in its discretion, subject to applicable law.

**3.3 Subscriptions Sold by CPTEL.** Subscriptions and the Service are sold and provided by CPTEL directly to End Users under the End-User Terms. Except as expressly authorized by CPTEL in a separate written schedule, Reseller is not authorized to sell, resell, activate, bundle, or bill for Subscriptions or the Service, and nothing in the Agreement grants Reseller any right in or to the Service. Reseller may separately offer and bill for its own installation, maintenance, and pool-service labor, including seasonal opening and closing, water chemistry, and physical inspection and maintenance of Product hardware, provided Reseller makes clear that such services are offered by Reseller and not by CPTEL. Notwithstanding the foregoing, CPTEL grants Reseller a limited, non-exclusive, non-transferable, revocable license, during the Term only, to access and use the app and to view and use data that an End User has elected to share with Reseller through the Service, in each case solely to provide services to that End User and subject to Section 23. That limited license is the only right Reseller has in or to the Service. For the avoidance of doubt, Reseller shall not access an End User's account, or hold or share account credentials.

**3.4 Independent Contractors; No Franchise.** The parties are independent contractors. Nothing in the Agreement creates any partnership, joint venture, agency, fiduciary, employment, or franchise relationship, and Reseller has no authority to bind CPTEL or to make any representation, warranty, commitment, or agreement on CPTEL's behalf. Reseller acknowledges that: (a) Reseller pays no fee for the right to participate in the Program; (b) Reseller's purchases of Products are made at bona fide wholesale prices for resale; (c) CPTEL does not prescribe a marketing plan that Reseller is required to

follow, and Reseller controls its own day-to-day operations, personnel, and pricing (subject only to the limited brand-protection provisions of the Agreement); and (d) to the maximum extent permitted by applicable law, the parties agree that the Agreement is not a franchise, business opportunity, or seller-assisted marketing plan and waive the application of franchise and business opportunity laws to the Agreement.

## 4. Reseller Eligibility and Continuing Obligations

**4.1 Licenses and Qualifications.** Reseller shall, at its own expense, obtain and maintain in good standing all business licenses, contractor or pool-service licenses, plumbing or appliance-installer licenses, registrations, permits, and certifications required by applicable law for Reseller's activities under the Agreement in each jurisdiction in which Reseller operates (including, in Texas, any applicable Texas Department of Licensing and Regulation licensing). Reseller shall provide evidence of such licenses to CPTEL upon request.

**4.2 Insurance.** Reseller shall maintain, at its own expense, commercial general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, together with workers' compensation, automobile, and other insurance required by applicable law, with insurers reasonably acceptable to CPTEL. Upon CPTEL's request, Reseller shall name CPTEL LLC as an additional insured on its commercial general liability policy and provide certificates of insurance. Reseller's insurance is primary and non-contributory with respect to Reseller's activities under the Agreement.

**4.3 Training.** Reseller shall ensure that each of its technicians completes CPTEL's product and installation training before installing any Product for a customer, and shall complete refresher training as CPTEL may reasonably require.

**4.4 Volume Commitments; Tiers.** Reseller's tier, annual unit commitments, discounts, and tier benefits are as stated in the Enrollment Form or the applicable Program Policies. In its sole discretion, CPTEL may review Reseller's tier periodically and may promote, maintain, or demote Reseller's tier prospectively based on Reseller's trailing purchase volume and Program compliance. Tier discounts and benefits apply prospectively only; failure to meet a volume commitment is not a breach of the Agreement but may result in tier demotion or loss of tier pricing and benefits.

**4.5 Conduct.** Reseller shall work in good faith to address concerns of customers and CPTEL, including using reasonable commercial efforts to facilitate the return of defective units. In addition, Reseller shall, from time to time at the request of CPTEL, execute and deliver such additional documents and instruments, and take all such further actions as CPTEL, in its sole discretion, deems reasonable and desirable, to facilitate the Reseller Program. Reseller shall conduct its business in a professional manner that reflects favorably on CPTEL, the Products, and the Level Up brand (all as judged in CPTEL's sole discretion), and shall not engage in any deceptive, misleading, unethical, or illegal practice. If CPTEL notifies Reseller of any such actual or suspected behavior or practices, Reseller will use its best efforts to address those concerns.

## 5. Orders; Forecasts; Fulfillment

**5.1 Orders.** Reseller shall place orders through the ordering channels designated by CPTEL (including the reseller portal, mobile app, or Reseller's account manager). Each order is an offer by Reseller to purchase Products under the Agreement and is subject to acceptance by CPTEL. CPTEL may accept or reject any order in whole or in part; an order is accepted only when CPTEL confirms it in writing or ships the Products. Minimum opening-order and reorder quantities are as stated in the Enrollment Form or Program Policies.

**5.2 Reseller Terms Control.** The Agreement governs all orders. Any preprinted, standard, or additional terms on Reseller's purchase orders, order confirmations, or similar documents are rejected and are void and of no effect, even if CPTEL accepts or fulfills the order.

**5.3 Forecasts; Allocation.** Any forecasts provided by either party are non-binding estimates. CPTEL does not guarantee the availability of any Product and may allocate available inventory among its customers and channels in its discretion. Lead times and delivery dates are estimates only.

**5.4 Changes and Cancellations.** Reseller may not cancel or reschedule an accepted order without CPTEL's prior written consent, which may be conditioned on Reseller's payment of costs incurred by CPTEL. CPTEL may cancel any accepted order prior to shipment without liability, in which case CPTEL will refund any amounts prepaid for the cancelled quantities.

## 6. Prices; Payment; Taxes

**6.1 Prices.** Prices for Products are CPTEL's then-current prices for Reseller's tier, as published by CPTEL through the reseller portal or otherwise in writing. CPTEL may change prices, MSRP, and Program pricing at any time upon thirty (30) days' prior written or email notice; price changes apply to orders accepted after the effective date of the change. Prices are exclusive of shipping, handling, insurance, duties, and taxes, all of which are Reseller's responsibility unless expressly stated otherwise.

**6.2 Payment.** Unless CPTEL extends credit terms in writing, all orders are payable in full at the time of order by a payment method accepted by CPTEL. If CPTEL extends credit terms, invoices are due within the period stated on the invoice, without setoff, deduction, or withholding of any kind. Any credit line may be reduced, suspended, or revoked by CPTEL at any time. Past-due amounts bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law, and Reseller shall reimburse CPTEL's reasonable costs of collection, including attorneys' fees. CPTEL may suspend shipments, Program benefits, and portal access while any amount is past due.

**6.3 Taxes; Resale Certificates.** Reseller is responsible for all sales, use, excise, and similar taxes arising from its purchase and resale of Products, other than taxes on CPTEL's net income. Reseller shall provide CPTEL with a valid resale or exemption

certificate for each jurisdiction into which Products are shipped for resale; absent a valid certificate, CPTEL will collect applicable taxes. Reseller is solely responsible for collecting and remitting all taxes on its sales to End Users.

## 7. Shipping; Title; Risk of Loss; Inspection

**7.1 Shipping Terms.** Unless otherwise stated in the Enrollment Form, all Products are delivered FOB origin (CPTEL's facility or designated fulfillment location). Title (excluding all intellectual property and embedded software, which are licensed, not sold) and risk of loss or damage pass to Reseller upon CPTEL's delivery of the Products to the carrier. Reseller is responsible for all freight, insurance, and delivery charges unless CPTEL expressly agrees otherwise. CPTEL may select the carrier absent Reseller's reasonable written instructions and may ship in installments.

**7.2 Inspection; Shortages.** Reseller shall inspect each shipment promptly upon receipt and must report any shortage, mis-shipment, or visible transit damage to CPTEL in writing within five (5) business days of delivery; claims not timely reported are waived. Claimed transit damage must also be noted with the carrier as required by the carrier's rules. All other returns and defect claims are governed exclusively by Addendum A.

## 8. Authorized Channels; Resale Restrictions

**8.1 Authorized Sales.** Reseller shall market and resell Products only: (a) to End Users located in the Territory; (b) in connection with Reseller's own retail, pool-service, construction, or outdoor-living business; and (c) through Reseller's own physical locations, field sales, and Reseller-owned and -operated websites that comply with the Agreement and the Brand Guidelines.

**8.2 Restricted Channels.** Reseller shall not, without CPTEL's prior written consent: (a) sell or list Products on any third-party online marketplace (including Amazon, eBay, Walmart Marketplace, Facebook Marketplace, Home Depot, Lowes or similar venues) or through any auction, liquidation, or drop-ship platform; (b) sell Products to any person that Reseller knows or reasonably should know intends to resell or redistribute them (including other resellers, dealers, exporters, aggregators, and brokers); (c) sell or ship Products outside the United States; (d) sell Products that have been opened, used, altered, relabeled, or removed from their original packaging as new; or (e) sell Products for installation or use other than at a privately-owned residential property with a single pool or spa, it being acknowledged that commercial, multi-family and institutional use is prohibited under the End-User Terms and that accounts identified as commercial will be terminated without refund. Reseller shall not acquire Products for resale from any source other than CPTEL or a source expressly authorized by CPTEL in writing.

**8.3 No Unauthorized Modifications.** Reseller shall not modify, disassemble, reverse engineer, decompile, alter, remove, or obscure any Product, firmware, serial number, safety warning, regulatory marking, packaging, or documentation, except for opening

packaging as reasonably necessary to perform an authorized installation for an End User, if applicable.

**8.4 Remedies.** Sales through unauthorized channels, outside the Territory, or in violation of this Section 8 cause irreparable harm to CPTEL's brand, warranty program, and consumer safety practices. In addition to any other remedy, CPTEL may cancel pending orders, suspend or terminate Reseller's authorization, and void warranty and return privileges with respect to units sold in violation of this Section, and Products sold in violation of this Section are excluded from Addendum A as gray-market goods.

## 9. End Users; End-User Terms; Consumer Matters

**9.1 End-User Terms.** The Service is provided to End Users solely by CPTEL under the End-User Terms. Reseller shall: (a) inform each End User that use of the Product and Service requires the End User to create an account with CPTEL (dba Pool Water Level Up), accept the End-User Terms, and purchase a Subscription directly from CPTEL; (b) not create, hold, or manage End-User accounts in Reseller's own name, request, hold or share account credentials, or accept the End-User Terms on any End User's behalf, and, where Reseller offers a monitoring service that depends on shared pool data, explain to the End User that sharing is optional, is enabled and disabled by the End User in the App, and is not a condition of any purchase; (c) deliver to each End User, unopened and unaltered, all packaging inserts, Starter Guides, safety information, warranty statements, and regulatory notices (including California Proposition 65 warnings, where applicable) that CPTEL includes with or requires for the Products; and (d) provide each End User, at or before the time of sale, with a copy of the End-User Warranty and Return Policy Notice attached as Addendum C (in printed form for in-store, in-home, and other in-person sales, or in a readily accessible electronic form for online sales), as such notice may be updated by CPTEL from time to time, including by (i) maintaining copies at each physical sales location and furnishing them upon request, (ii) for internet sales, displaying the warranty text, or a clearly labeled link to it, in close proximity to the Product description, and (iii) for in-home and field sales, furnishing a printed or electronic copy before the End User commits to the purchase. Reseller acknowledges that CPTEL does not include a printed warranty statement in Product packaging but paper copies are available from CPTEL, free of charge as described in Addendum C.

**9.2 No Additional Warranties or Representations.** Reseller shall accurately describe the Products and Service consistent with CPTEL's published specifications and materials and shall not make any representation, warranty, guarantee, or commitment regarding the Products, the Service, connectivity, performance, or availability that is additional to or inconsistent with CPTEL's published materials and the End-User Terms. Without limitation, Reseller shall not represent that the Product or Service is a life-safety or emergency-response system, or that it will prevent flooding, overflow, water loss or property damage. Any additional promise made by Reseller is made solely on Reseller's own behalf and at Reseller's sole expense and risk.

**9.3 Reseller's Additional Consumer Obligations.** Without limiting anything in these Reseller Terms, Reseller is solely responsible for its own sales practices, quotations, invoicing, consumer return policies, and compliance with consumer protection, advertising, telemarketing, e-mail and text marketing (including the Telephone Consumer Protection Act and CAN-SPAM), privacy, and data protection laws applicable to Reseller's business. Reseller shall not use CPTEL's name or the Level Up brand in any outbound telemarketing, text, or e-mail campaign except in compliance with applicable law and the Brand Guidelines. Without limiting the foregoing, Reseller shall: (a) conspicuously disclose to consumers, before purchase, Reseller's own return, refund, exchange, and restocking-fee policies for Product sales to the extent required by applicable law; (b) for any sale solicited or completed at an End User's residence or otherwise away from Reseller's permanent place of business, comply with all applicable laws and regulations, including, if applicable, delivery of any required notice of the buyer's right to cancel; and (c) clarify that CPTEL's direct-purchase return policy does not apply to purchases made from Reseller, except as expressly stated in Addendum C.

**9.4 Installation; Code Compliance.** If Reseller installs Products, Reseller shall do so in accordance with CPTEL's installation instructions and all applicable laws, plumbing codes, cross-connection control regulations, backflow-prevention requirements, and water-use restrictions, using appropriately trained and, where required, licensed personnel. Reseller acknowledges that many plumbing codes require an approved backflow prevention device on any line connecting potable water to a pool, and Reseller is solely responsible for determining and satisfying the requirements applicable to each installation it performs. Without limiting the foregoing, for each installation Reseller performs, Reseller shall determine whether an approved backflow prevention device is required at the connection point, install or verify a code-compliant device where required, and provide the End User with written confirmation identifying the device installed or confirming that none is required, retaining a copy in the records required by Section 21 (Records; Audit). Reseller shall follow any instructions provided by CPTEL, including regarding how to eliminate water hammering (pipe knocking). Reseller's installation and related services are provided solely by Reseller; CPTEL has no responsibility or liability for Reseller's services.

## 10. Marketing; Trademark License; Brand Protection

**10.1 License.** Subject to the Agreement, CPTEL grants Reseller a limited, non-exclusive, non-transferable, non-sublicensable, revocable license, during the Term only, to use the Brand Assets solely in the Territory and solely to market and resell the Products as authorized by the Agreement, in each case in strict accordance with the Brand Guidelines. All use of the Brand Assets, and all goodwill arising from such use, inures solely to the benefit of CPTEL. Reseller grants CPTEL a non-exclusive, royalty-free license, to use Reseller's name, trade name, logo, business address, service area and contact information for the purpose of listing Reseller on CPTEL's reseller locator, on CPTEL's websites and in Program materials, and to identify (both privately and publicly) Reseller as an

authorized reseller for the Products. CPTEL will remove Reseller's listing in such contexts within a reasonable period after receiving written notice from Reseller or on its own based on reseller's status with CPTEL. CPTEL may update the Brand Guidelines and the Brand Assets at any time, and Reseller shall promptly conform its usage and materials to such updated Brand Guidelines and Brand Assets, if applicable.

**10.2 Restrictions.** Reseller shall not: (a) alter the Brand Assets or combine them with other marks; (b) adopt, use, register, or attempt to register any trademark, trade name, domain name, social media handle, logo or keyword confusingly similar to any CPTEL trademark (including "Level Up", "Pool Water Level Up", the logo or "CPTEL"), or purchase such marks as search-advertising keywords, without CPTEL's prior written consent; (c) represent itself as CPTEL, as an exclusive reseller or dealer, or as anything other than an independent authorized reseller; or (d) challenge CPTEL's ownership of, or the validity of, any CPTEL intellectual property. Upon expiration or termination of the Agreement, Reseller shall immediately cease all use of the Brand Assets and CPTEL trademarks and shall promptly transfer to CPTEL, at CPTEL's request, any domain, handle, or listing that incorporates a CPTEL trademark.

**10.3 Review of Materials.** Upon CPTEL's request, Reseller shall promptly provide copies of its marketing materials referencing Level Up, Pool Water Level Up, CPTEL, the Products, or the Brand Assets, and shall promptly correct or withdraw any material that CPTEL reasonably determines is inaccurate, non-compliant, or harmful to the brand.

## 11. Confidentiality

**11.1 Confidential Information.** "Confidential Information" means all non-public business, technical, pricing, and Program information disclosed by or on behalf of CPTEL in connection with the Program, including reseller pricing, discounts, margins, tier structures, commissions, product roadmaps, sales data, lead information, training materials, and the commercial terms of the Enrollment Form (including its Sections 4 (Reseller Program Tiers), 5 (Pricing, Margins & Recurring Revenue), and 6 (Ordering & Fulfillment)). Confidential Information does not include information that Reseller can demonstrate: (a) is or becomes publicly available through no fault of Reseller; (b) was rightfully known to Reseller without restriction before disclosure; (c) is rightfully received from a third party without duty of confidentiality; or (d) is independently developed without use of Confidential Information.

**11.2 Obligations.** Reseller shall: (a) use Confidential Information solely to perform under the Agreement; (b) not disclose Confidential Information to any third party, except to employees and contractors who need to know it for the Program and are bound by confidentiality obligations at least as protective as this Section; and (c) protect Confidential Information with at least reasonable care. These obligations continue for five (5) years after expiration or termination of the Agreement, except that obligations with respect to trade secrets continue for as long as the information remains a trade secret under applicable law. Reseller may disclose Confidential Information to the extent

required by law or court order, provided Reseller gives CPTEL prompt notice (where lawful) and reasonable cooperation to seek protective treatment.

## 12. Minimum Advertised Price (MAP) Policy

**12.1 Policy Statement.** CPTEL has unilaterally adopted the Minimum Advertised Price Policy Statement attached for reference only, and not incorporated into these Terms, as Addendum B (the "**MAP Policy**"), which addresses the prices at which Products may be advertised. The MAP Policy is a unilateral statement of CPTEL policy: it is not an agreement, is not negotiated, and is not a contractual obligation of Reseller under the Agreement. CPTEL alone decides whether the MAP Policy has been followed and what action, if any, to take, including reduction or suspension of Program benefits, cancellation of orders, tier demotion, or termination of Reseller's authorized status, each in CPTEL's sole discretion.

**12.2 Pricing Independence.** Reseller at all times remains free to determine, in its sole discretion, the actual prices at which it sells Products. Nothing in the Agreement or the MAP Policy constitutes, and CPTEL neither seeks nor will accept, any agreement, assurance, or commitment from Reseller regarding Reseller's resale prices. CPTEL personnel are not authorized to discuss, negotiate, or grant exceptions to the MAP Policy; questions may be directed only in writing to the MAP Policy administrator identified in Addendum B.

## 13. Product Changes; Firmware; End of Life

**13.1 Changes.** CPTEL may, at any time and without liability: (a) change Product specifications, components, packaging, and documentation, provided the change does not materially reduce the form, fit, or function of Products already ordered; (b) modify or eliminate features and functionality of the Service; (c) update Product firmware and the Service remotely; and (d) introduce new Products, tiers, or Service features. CPTEL may discontinue any Product or declare it end-of-life upon notice to Reseller, in which case CPTEL will use commercially reasonable efforts to fulfill accepted orders for the discontinued Product or refund prepaid amounts for unfulfilled quantities.

## 14. Limited Warranty; Disclaimers

**14.1 End-User Limited Warranty.** Products are sold with CPTEL's standard limited hardware warranty to the End User, as published by CPTEL and included in the End-User Terms (currently one (1) year from the date of original End-User purchase, subject to the conditions and exclusions stated therein) (the "**Limited Warranty**"). CPTEL may modify its end-user warranty prospectively at any time. For purchases of the Product from an authorized reseller, the Limited Warranty runs from the date of the dated receipt or invoice issued by Reseller to End User, and Reseller shall provide the End User with such a dated receipt or invoice at the time of sale. CPTEL does not include a printed warranty statement in Product packaging. CPTEL will make the then-current text of the End-User Limited Warranty and Return Policy Notice (Addendum C) available to Reseller through

the reseller portal or otherwise. Reseller shall deliver the then-current End-User Limited Warranty and Return Policy Notice (current version set forth in Addendum C) to each End User, in accordance with Section 9.1 hereof. Reseller shall communicate the end-user warranty accurately and shall facilitate warranty returns in accordance with Addendum A.

**14.2 Limited Warranty to Reseller.** CPTEL's sole warranty obligations to Reseller with respect to the Products are those expressly set forth in Addendum A (credit or replacement for confirmed DOA, defective, and warranty units, as and to the extent provided therein). Reseller's sole and exclusive remedies for any Product defect or nonconformity are those stated in Addendum A.

**14.3 DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN SECTION 14.2 AND ADDENDUM A, THE PRODUCTS, THE SERVICE, THE BRAND ASSETS, THE PROGRAM, AND ALL TRAINING, LEADS, MATERIALS, AND SUPPORT ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND CPTEL DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, CPTEL DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR THE SERVICE, WHICH DEPEND ON THIRD-PARTY CELLULAR NETWORKS AND CORRECT INSTALLATION AND CONFIGURATION, AND CPTEL MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY LEVEL OF SALES, LEADS, PROFIT, OR BUSINESS RESULTS THAT RESELLER MAY ACHIEVE UNDER THE PROGRAM.

## 15. Returns and Reimbursement

All reseller returns, credits, reimbursements, stock rotation, and Return Merchandise Authorization ("**RMA**") procedures are governed exclusively by the Reseller Returns & Reimbursement Policy attached as Addendum A, as it may be amended in accordance with its terms. For interpretation of Addendum A within this Agreement, see Section 1.2.

## 16. Intellectual Property

**16.1 Ownership.** CPTEL and its licensors retain all right, title, and interest in and to the Products' designs and embedded software and firmware, the Service, the Brand Assets, all CPTEL trademarks, all patents and patent applications (including patent-pending technology), and all other intellectual property, together with all improvements and derivatives. Products are sold subject to a limited license of embedded firmware for use solely as part of the Product; no intellectual property rights are transferred to Reseller or any End User. All rights not expressly granted are reserved.

**16.2 Feedback.** If Reseller provides suggestions, ideas, or feedback regarding the Products, the Service, or the Program, Reseller grants CPTEL a worldwide, perpetual, irrevocable, royalty-free license to use and exploit such feedback for any purpose without restriction, attribution or compensation.

## 17. Compliance with Laws

Reseller shall comply with all laws and regulations applicable to its performance under the Agreement, including consumer protection, advertising, licensing, plumbing and building codes, water-use restrictions, anti-bribery and anti-corruption laws (including the U.S. Foreign Corrupt Practices Act), anti-money-laundering laws, and U.S. export control and sanctions laws. Reseller represents and warrants that neither it nor any of its owners or principals is located in, or listed on any U.S. Government list of prohibited or restricted parties or owned or controlled by any such party, and Reseller shall not sell or transfer Products to any such party or into any embargoed jurisdiction.

## 18. Indemnification

**18.1 By Reseller.** Reseller shall defend, indemnify, and hold harmless CPTEL and its members, officers, managers, employees, contractors, and agents from and against all third-party claims, actions, and proceedings, and all resulting liabilities, damages, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees), arising out of or relating to: (a) Reseller's installation, maintenance, or other services; (b) any representation, warranty, or commitment made by Reseller beyond those authorized in CPTEL's published materials; (c) Reseller's breach of the Agreement or violation of applicable law, regulation, ordinance or other restriction (including plumbing, backflow-prevention, water-restriction, licensing, marketing, and consumer protection laws); (d) Reseller's marketing materials and sales practices; (e) the negligence, recklessness, or willful misconduct of Reseller or its personnel; and (f) any claim by Reseller's employees, contractors, or subcontractors. CPTEL shall give Reseller prompt written notice of any claim for which it seeks indemnification, provided that failure to give prompt notice relieves Reseller of its obligations only to the extent Reseller is materially prejudiced. Reseller shall not settle any claim in a manner that imposes any obligation or admission on CPTEL, or that does not include an unconditional release of CPTEL, without CPTEL's prior written consent. CPTEL may, at its option and expense, assume the defense of any matter otherwise subject to indemnification, in which case Reseller shall cooperate fully.

**18.2 By CPTEL (IP).** CPTEL shall defend Reseller against any third-party claim alleging that an unmodified Product, as delivered by CPTEL and used as authorized by CPTEL, directly infringes a United States patent, copyright, or trademark, and shall pay damages finally awarded against Reseller by a court of competent jurisdiction (or agreed by CPTEL in settlement) that are attributable to such claim, provided Reseller: (a) gives CPTEL prompt written notice of the claim; (b) grants CPTEL sole control of the defense and settlement; and (c) provides reasonable cooperation. CPTEL has no obligation for any

claim to the extent arising from: modification of a Product; combination of a Product with items not supplied by CPTEL; use in violation of the Agreement or CPTEL's documentation; or continued use after CPTEL provides a non-infringing alternative. If a Product is or may become subject to such a claim, CPTEL may, at its option: procure the right for continued resale; modify or replace the Product; or require return of affected inventory against a credit of the Reseller Net Price. THIS SECTION 18.2 STATES CPTEL'S ENTIRE LIABILITY, AND RESELLER'S SOLE AND EXCLUSIVE REMEDY, FOR INTELLECTUAL PROPERTY INFRINGEMENT.

## 19. Limitation of Liability

**19.1 EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOST DATA, LOSS OF GOODWILL, OR COST OF SUBSTITUTE PRODUCTS, ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE PROGRAM, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITATION, CPTEL WILL HAVE NO LIABILITY FOR ANY INVESTMENT, INVENTORY, PERSONNEL, MARKETING, OR OTHER EXPENDITURE MADE BY RESELLER IN RELIANCE ON THE PROGRAM OR ITS CONTINUATION, OR FOR ANY COMPENSATION, REPARATION, OR DAMAGES ON ACCOUNT OF PRESENT OR PROSPECTIVE PROFITS OR GOODWILL UPON ANY EXPIRATION, TERMINATION, OR NON-RENEWAL OF THE AGREEMENT IN ACCORDANCE WITH ITS TERMS.

**19.2 CAP.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CPTEL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY RESELLER TO CPTEL FOR PRODUCTS UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT FIRST GIVING RISE TO LIABILITY.

**19.3 Exceptions.** The limitations in this Section 19 do not apply to: (a) Reseller's payment obligations; (b) Reseller's indemnification obligations under Section 18.1; (c) Reseller's breach of Section 8 (Authorized Channels), Section 10 (Trademark License), Section 11 (Confidentiality), or Section 16 (Intellectual Property); or (d) a party's fraud, gross negligence, or willful misconduct, or any liability that cannot be limited under applicable law. The limitations in this Section apply notwithstanding any failure of essential purpose of any limited remedy and reflect an agreed allocation of risk that is an essential basis of the bargain.

## 20. Term; Termination

**20.1 Term.** The Agreement commences on the effective date of the Enrollment Form and continues for an initial term of twelve (12) months, and thereafter automatically

renews for successive twelve (12) month terms unless either party gives written or email notice of non-renewal at least thirty (30) days before the end of the then-current term, or unless the Enrollment Form states otherwise (the "**Term**").

**20.2 Termination for Convenience.** Either party may terminate the Agreement at any time, with or without cause, upon thirty (30) days' prior written or email notice to the other party.

**20.3 Termination for Cause.** CPTEL may terminate the Agreement (or suspend Reseller's authorization, orders, and Program benefits) immediately upon written or email notice if: (a) Reseller breaches Section 8 (Authorized Channels), Section 10 (Trademark License), Section 11 (Confidentiality), or Section 17 (Compliance with Laws), or fails to maintain the licenses or insurance required by Section 4; (b) Reseller fails to pay any amount when due and does not cure within ten (10) days of notice; (c) Reseller breaches any other provision of the Agreement and fails to cure within thirty (30) days of notice; (d) Reseller becomes insolvent, makes an assignment for the benefit of creditors, or is subject to any bankruptcy, receivership, or similar proceeding; (e) Reseller undergoes a change of control without CPTEL's prior written consent; or (f) Reseller engages in conduct that CPTEL reasonably determines is harmful to the Level Up brand, End Users, or CPTEL.

**20.4 Effects of Termination.** Upon expiration or termination: (a) all licenses granted to Reseller terminate and Reseller shall immediately cease using the Brand Assets and holding itself out as an authorized reseller; (b) all amounts owed by Reseller become immediately due and payable; (c) CPTEL may cancel any unshipped orders without liability; (d) unless termination was by CPTEL for cause under Section 20.3, Reseller may, for sixty (60) days, sell off its remaining inventory of unopened, conforming Products in compliance with the Agreement (including brand and channel restrictions), after which Reseller shall cease all sales of Products; and (e) CPTEL may, at its option, repurchase all or part of Reseller's unopened, resalable inventory at the Reseller Net Price paid, less the then-current handling charge as communicated by CPTEL to Reseller and any amounts owed by Reseller. Termination does not entitle Reseller to any termination fee, indemnity, or compensation for goodwill, investments, or anticipated sales, and Reseller waives any such claim to the maximum extent permitted by applicable law.

**20.5 Survival.** Sections 1 (Agreement Structure; Order of Precedence; Updates), 2 (Definitions), 3.4 (Independent Contractors; No Franchise), 6 (Prices; Payments; Taxes) (as to accrued amounts), 8.4 (Remedies), 9.2 (No Additional Warranties or Representations) and 9.3 (Reseller's Additional Consumer Obligations) as to Products sold during the Term, 10.2 (Restrictions)(last sentence), 11 (Confidentiality), 12.2 (Pricing Independence), 13 (Product Changes; Firmware; End of Life), 14 (Limited Warranty; Disclaimers), 15 (Returns and Reimbursement) (as to units sold during the Term, per Addendum A), 16 (Intellectual Property), 17 (Compliance with Laws), 18 (Indemnification), 19 (Limitation of Liability), 20.4 (Effects of Termination), 20.5 (Survival), 21 (Records; Audit), 22 (Product Incidents; Recalls; Field Actions), 23 (Data

Protections; End-User Data), 24 (Dispute Resolution; Governing Law), and 25 (General Provisions) survive expiration or termination of the Agreement.

## 21. Records; Audit

Reseller shall keep complete and accurate records of its purchases, sales, installations, activations, serial numbers, and returns of Products for at least three (3) years. Upon at least ten (10) business days' notice, and not more than once per twelve (12) month period (except for cause), CPTEL may audit such records during normal business hours, at CPTEL's expense, solely to verify compliance with the Agreement (including Sections 4, 8, and Addendum A). Reseller shall promptly correct any noncompliance identified.

## 22. Product Incidents; Recalls; Field Actions

Reseller shall promptly notify CPTEL of any incident, claim, allegation or governmental inquiry involving a Product, including any alleged defect, water damage, property damage, personal injury, cross-connection or code violation. Reseller shall cooperate fully, at CPTEL's expense, with any recall, retrofit, stop-sale, field action or regulatory reporting undertaken by CPTEL, including by ceasing sales on notice, identifying affected units and End Users from the records required by Section 21, and notifying affected End Users as CPTEL directs.

## 23. Data Protection; End-User Data

Reseller shall use End-User personal information and any lead or customer information supplied by CPTEL, solely to perform under the Agreement and, where an End User has elected through the Service to share pool data with Reseller, solely to provide the pool monitoring, maintenance and related services that End User has requested from Reseller, and for no other marketing or commercial purpose. Reseller shall not sell that information, use or disclose it for targeted advertising or cross-context behavioral advertising, use it for any End User other than the End User who authorized the sharing, or retain it after the End User withdraws authorization or after termination of the Agreement, except as required by law. Reseller shall not request, hold or use an End User's account credentials, condition any service or pricing on an End User enabling data sharing, or represent that sharing is required. Reseller shall maintain its own privacy policy that accurately describes its handling of End-User data and shall honor access, correction and deletion requests it receives from End Users. Reseller shall maintain reasonable administrative, technical and physical safeguards to protect that information, shall comply with applicable privacy and data protection laws, and shall notify CPTEL, in writing and no later than seventy-two (72) hours, upon discovering any unauthorized access to or disclosure of such information.

## 24. Dispute Resolution; Governing Law

**24.1 Governing Law.** The Agreement and all disputes arising out of or relating to it, the Program, or the Products are governed by the laws of the State of Texas, without regard

to its conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. The Federal Arbitration Act governs the interpretation and enforcement of Section 24.3.

**24.2 Informal Resolution.** Before initiating any proceeding (other than one seeking equitable relief under Section 24.5), the complaining party shall give the other party written or email notice describing the dispute, and the parties shall attempt in good faith to resolve it within thirty (30) days.

**24.3 Arbitration.** Any dispute, claim, or controversy arising out of or relating to the Agreement, the Program, or the Products that is not resolved informally shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, seated in Denton County, Texas, conducted in English. Judgment on the award may be entered in any court of competent jurisdiction. Each party bears its own attorneys' fees and costs, except that the arbitrator may award reasonable attorneys' fees and costs to the prevailing party. The arbitration, all submissions, and the award shall be kept confidential except as required by law or to enforce the award.

**24.4 CLASS ACTION AND JURY WAIVER.** ALL PROCEEDINGS SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY.

**24.5 Equitable Relief; Venue.** Notwithstanding Section 22.3, CPTEL may seek temporary, preliminary, or permanent injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property, Brand Assets, or Confidential Information or to enforce Sections 8, 10, 11, or 16, without posting bond. For any claim not subject to arbitration, the parties consent to the exclusive jurisdiction and venue of the state courts located in Denton County, Texas, and the United States District Court for the Eastern District of Texas.

**24.6 Limitation Period.** To the extent permitted by law, any claim by Reseller arising out of or relating to the Agreement must be commenced within one (1) year after the claim accrues, or it is permanently barred.

## 25. General Provisions

**25.1 Notices.** Notices must be in writing. Notices to CPTEL shall be sent to CPTEL LLC, 2450 Lakeside Parkway, 150-1157, Flower Mound, TX 75022, with a copy by email to legal@cptel.io. Notices to Reseller may be sent to the postal or email address in Reseller's Enrollment Form or portal account, and are effective when sent by email or upon delivery if sent by courier or certified mail. Operational communications (pricing notices, Program Policy updates, MAP notices, RMA communications) may be given through the reseller portal or by email.

**25.2 Assignment.** Reseller may not assign or transfer the Agreement or any right or obligation under it, in whole or in part, by operation of law or otherwise (including by change of control), without CPTEL's prior written consent; any attempted assignment in violation of this Section is void. CPTEL may assign the Agreement freely, including to an affiliate or in connection with a merger, reorganization, or sale of assets or equity.

**25.3 Force Majeure.** CPTEL is not liable for any delay or failure to perform due to causes beyond its reasonable control, including acts of God, weather, fire, flood, epidemic, labor disputes, shortages of materials or components, carrier delays, cellular network or utility failures, cyber incidents, governmental action, or supplier failures.

**25.4 Severability; Waiver.** If any provision of the Agreement is held invalid or unenforceable, it will be limited or severed to the minimum extent necessary, and the remainder will remain in full force. No waiver is effective unless in writing and signed by the waiving party, and no waiver of any breach is a waiver of any other or subsequent breach.

**25.5 Entire Agreement.** The Agreement (as defined in the preamble, including the Enrollment Form, these Terms, and the Program Policies) constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior and contemporaneous agreements, understandings, and representations, written or oral. Reseller acknowledges that it has not relied on any representation, projection, or forecast not expressly set forth in the Agreement.

**25.6 Interpretation; No Third-Party Beneficiaries.** Headings are for convenience only. "Including" means "including without limitation." Unless "business days" are specified, the term "days" means calendar days. The Agreement will not be construed against its drafter. There are no third-party beneficiaries to the Agreement. The Agreement may be accepted electronically, and electronic signatures and acceptances are binding.

## ADDENDUM A

**CPTEL — Reseller Returns & Reimbursement Policy**

Effective Date: [DATE] | Version 1.0

*(This Addendum A is incorporated into the Reseller Terms. See Section 1.2 of the Reseller Terms for interpretation and order of precedence.)*

### 1. Purpose and Scope

This Policy governs all requests by authorized CPTEL resellers (each, a "**Reseller**") for credit, reimbursement, or product replacement arising from products returned to the Reseller by an end-user customer. It forms part of, and is incorporated into, the Reseller Agreement. CPTEL may amend this Policy on thirty (30) days' written or email notice. This Policy governs claims by Resellers only. End Users may at all times submit warranty claims, and return Products that were purchased directly from CPTEL, directly to CPTEL, under the End-User Terms.

### 2. Definitions

- **DOA (Dead on Arrival)** — a unit that fails to operate in accordance with published specifications and end-user customer reports DOA failure to Reseller within thirty (30) days of the verified end-user customer's purchase date, as evidenced by the Reseller's dated receipt or invoice to the end user.
- **Warranty Defect** — a unit exhibiting a confirmed material defect covered by CPTEL's standard product warranty, reported after the DOA window.
- **Non-Defective Return** — a return not attributable to any product defect, including buyer's remorse, incorrect ordering, or end-user preference.
- **RMA** — a Return Merchandise Authorization number issued by CPTEL prior to any return shipment.
- **Reseller Net Price** — the net price actually paid by the Reseller for the unit, including tier discounts and net of any rebates earned.

### 3. General Principles

- CPTEL reimburses Resellers only for returns caused by confirmed product defects. Non-defective returns are a commercial risk owned by the Reseller and are priced into Reseller margins, except as expressly provided in Sections 5 and 6.
- All reimbursements are issued as account credit against future purchases at the Reseller Net Price. CPTEL does not issue cash or check refunds.
- No return will be accepted, and no credit issued, without a valid RMA number issued in advance.

### 4. Defective, DOA, and Warranty Returns

4.1 Eligibility. CPTEL will credit or replace units with confirmed defects in accordance with this Policy. In order to be covered under this Policy, end-user customers must report

DOA failures to Reseller within 30 days of the verified end-user customer's purchase date (as evidenced by the Reseller's dated receipt or invoice to the end user). Resellers must request RMA within 45 calendar days of end-user customer's verified purchase date.

4.2 Required documentation. Each warranty claim must include the RMA number, product serial number, proof of end-user purchase date, and a written description of the fault. Serial numbers must match units originally sold to the claiming Reseller.

4.3 Verification. CPTEL will test returned units (or a statistically valid sample of bulk claims). Units confirmed defective receive full credit at the Reseller Net Price, or replacement at CPTEL's election. Units testing No Fault Found (NFF) are returned to the Reseller at the Reseller's expense, or credited less a 20% handling fee in CPTEL's sole discretion.

4.4 Freight. CPTEL pays return freight on confirmed DOA units via CPTEL-designated carrier. Warranty return freight to CPTEL is paid by the Reseller; outbound replacement freight is paid by CPTEL.

## 5. Non-Defective Returns

5.1 CPTEL does not reimburse Resellers for end-user returns arising from buyer's remorse, incorrect ordering, or preference. Resellers shall maintain, and shall conspicuously disclose to consumers as required by applicable law (see Section 9.3 of the Reseller Terms) their own consumer return policies consistent with applicable law. Resellers shall also deliver the End-User Warranty and Return Policy Notice (Addendum C to the Reseller Terms) to each End User at or before the time of sale.

5.2 Limited exception. Premier and Elite Resellers may return unopened units in original, resalable condition (all packaging, accessories, and documentation intact; factory seal unbroken) within sixty (60) days of the Reseller's original date of the invoice issued by CPTEL, subject to a twenty percent (20%) restocking fee. Freight is prepaid by the Reseller. Credit is issued after inspection.

## 6. Stock Rotation

6.1 Premier and Elite Resellers may rotate slow-moving, unopened stock up to the percentage of trailing twelve-month net purchases stated in Section 8, exercisable no more than twice per calendar year.

6.2 Each rotation request must be accompanied by a simultaneous offsetting purchase order of equal or greater net value. Discontinued or end-of-life products are excluded unless CPTEL agrees otherwise in writing.

## 7. RMA Process and Timelines

- Reseller submits claim to rma@cptel.io with required documentation; claims must be filed with CPTEL within the periods stated in Section 4.1 above.

- CPTEL issues or declines an RMA within five (5) business days of a complete submission.
- Returned units must be received by CPTEL within thirty (30) days of RMA issuance; the RMA then expires.
- CPTEL completes inspection and issues credit memos within fifteen (15) business days of receipt.
- Credits are applied to the Reseller's account and netted against outstanding or future invoices.

## 8. Tier Entitlements

- Defective / DOA / warranty credit — Authorized: Yes; Premier: Yes; Elite: Yes.
- Non-defective returns (unopened, 20% restocking fee) — Authorized: No; Premier: Yes; Elite: Yes.
- Annual stock rotation allowance — Authorized: None; Premier: 5% of trailing 12-month purchases; Elite: 10% of trailing 12-month purchases.
- Advance (cross-ship) DOA replacement — Authorized: No; Premier: No; Elite: Yes.

*Tier status is determined under the CPTEL Reseller Program terms in effect at the time the claim is filed.*

## 9. Exclusions and Abuse

No credit will be issued for: units with mismatched, altered, or removed serial numbers; units purchased outside authorized channels (gray market); physical, liquid, or electrical damage caused after delivery; units modified or repaired by unauthorized parties; or claims submitted outside the timelines above. Patterns of abuse — including systematic NFF claims or resale of credited units — may result in suspension of return privileges, tier demotion, or termination of the Agreement.

## 10. Contact

Returns administration: rma@cptel.io. Disputes regarding claim outcomes must be raised in writing within fifteen (15) business days of the credit decision and will be resolved under the dispute provisions of the Agreement.

## ADDENDUM B

CPTEL LLC — Level Up™ Minimum Advertised Price (MAP) Policy Statement

Unilaterally Adopted by CPTEL LLC | Effective Date: [●], 2026 | Version 1.0

### 1. Purpose; Unilateral Policy

CPTEL LLC ("**CPTEL**") has invested substantially in the Level Up™ brand and in the quality, safety, installation support, and customer experience associated with Level Up products (the "**Products**"). Advertising of the Products at prices below the levels set forth in this MAP Policy erodes the value of the brand and the pre-sale and post-sale support that authorized resellers provide. Accordingly, CPTEL has UNILATERALLY adopted this Minimum Advertised Price Policy (this "**MAP Policy**" or this "**Policy**") applicable to all resellers authorized by CPTEL to advertise or resell Products in the United States (each, a "**Reseller**"). This Policy is a statement of CPTEL's unilateral business decision. It is not an agreement or contract between CPTEL and any Reseller, is not subject to negotiation, and does not restrict the actual price at which any Reseller sells any Product. CPTEL neither seeks nor will accept any assurance or commitment of compliance from any Reseller.

### 2. MAP Price

The minimum advertised price ("**MAP Price**") for each Product is the MSRP for that Product published by CPTEL from time to time, unless CPTEL publishes a separate MAP price list through the reseller portal or by written or email notice, in which case the published MAP price list controls. CPTEL may change MAP Prices, and may suspend or modify this Policy in whole or in part (including announcing temporary promotional windows during which reduced advertised prices are permitted), at any time by notice posted to the reseller portal or sent by email.

### 3. Scope — Advertised Prices Only

This Policy applies only to **advertised** prices. It applies to all advertising and promotion of Products directed at consumers in any medium, including: websites and e-commerce product pages; third-party marketplaces and shopping/price-comparison engines; search, display, and social media advertising; email, text, and direct-mail campaigns; catalogs, flyers, circulars, and print, radio, television, and streaming advertising; and publicly visible in-store signage that is broadcast or published outside the store.

This Policy does **not** apply to, and no violation occurs by reason of: (a) the actual price at which a Product is sold, quoted, or negotiated — each Reseller remains free at all times to sell at any price it chooses; (b) prices communicated in person, by telephone, or in individual (non-broadcast) written quotations or proposals to a specific customer; (c) an internet checkout or shopping-cart price that is displayed only after the customer takes an affirmative step (such as "add to cart" or "click for price"), provided the below-MAP

price is not otherwise advertised or displayed on the product page or in any advertisement; (d) advertising a bundle of a Product together with the Reseller's own installation or services at a combined price, provided the Product itself is not itemized or advertised at a price below the MAP Price; (e) storewide or sitewide percentage-off or dollar-off promotions of general application, provided the advertisement does not state or display a specific below-MAP price for a Product and does not reference the Products specifically; and (f) advertising "free shipping," financing availability, or the availability of gift cards of nominal value not specific to the Products.

## 4. Administration and Enforcement

CPTEL, in its sole discretion, monitors advertising of the Products and alone determines whether this Policy has been followed and what action to take. Depending on the circumstances, actions CPTEL may unilaterally take include, without limitation: issuing a notice of violation; suspending lead referrals, co-op or marketing support, reseller-locator listing, or other program benefits; declining, cancelling, or suspending orders; demoting reseller tier; and suspending or terminating the reseller's authorized status. CPTEL's decision not to act in any instance is not a waiver of this Policy in any other instance.

## 5. No Modification; Questions

No employee, sales representative, or agent of CPTEL has authority to modify this Policy, to grant exceptions, to solicit or accept any assurance of compliance, or to discuss or agree upon any Reseller's resale prices. Resellers should not discuss this Policy, other resellers' advertising or pricing, or requests for enforcement against other resellers with CPTEL sales personnel. Questions regarding this Policy may be directed in writing only to the MAP Policy Administrator at legal@cptel.io (Subject: "MAP Policy"). CPTEL will not respond to, and Resellers should not expect responses regarding, the pricing or advertising of any other reseller.

## ADDENDUM C

**Limited Warranty and Return Policy Notice for End Users Who Purchase From a Reseller** [Consumer handout — Reseller must provide a copy of this Notice to each End User at or before the time of sale and may not alter it (except to remove this bracketed instructional language). Please keep this Notice with your purchase receipt.]

**One-Year Limited Warranty.** Your Level Up™ Product is covered by a limited warranty from CPTEL LLC (d/b/a Pool Water Level Up)("**CPTEL**" or the "**Company**") against material defects in materials and workmanship for one (1) year from the date of your dated receipt or invoice from the authorized reseller from which you purchased (the "**Warranty Period**") and subject to the additional requirements and limitations described in this notice (the "**Limited Warranty**"). In the Company's sole discretion, replacement Products and parts may be new or refurbished and equivalent to new in performance and reliability, and are warranted for the remainder of the original Warranty Period or ninety (90) days from delivery of the replacement, whichever is longer. This Limited Warranty does not cover damage caused by accident, misuse, unauthorized modification, flooding, acts of God, or failure to follow installation instructions, or use prohibited by the Company's then-current Terms of Service for the Service available at poolwaterlevelup.com/terms, together with the Company's Privacy Policy at poolwaterlevelup.com/privacy, each as updated by the Company from time to time ("**End-User Terms**") (including commercial or non-residential use as described in Section 5.7 of the End-User Terms). Full functionality of the Level Up app and service requires a subscription purchased directly from the Company under the End-User Terms. This Limited Warranty is not transferable and applies only to the original purchaser. Where restrictions on the transfer of a consumer product warranty are not permitted, this warranty extends to subsequent owners during the Warranty Period solely to the extent required by applicable law. ANY IMPLIED WARRANTIES ON THE PRODUCT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD, AND THE EXCLUSIONS AND LIMITATIONS OF DAMAGES IN SECTION 15 (LIMITATION OF LIABILITY) OF THE END-USER TERMS APPLY TO THIS LIMITED WARRANTY.

**How to Get Warranty Service.** Contact your reseller first and follow the process outlined by your reseller to obtain warranty service, including any timing requirements for you and your reseller. IMPORTANT TIMING REQUIREMENT: if your Product fails to operate in accordance with its published specifications, you must report that failure to your reseller within thirty (30) days of your purchase date. Your reseller must then request a return authorization from the Company within forty-five (45) days of your purchase date. If those deadlines are missed, your reseller may not be able to obtain a credit or replacement from the Company for your unit. You may also contact the Company directly at support@poolwaterlevelup.com or 972.677.8123 (Monday through Friday, 9 a.m. to 5 p.m. Central Time) to make a warranty claim or to request a free digital copy of

this Limited Warranty. The Company disclaims all responsibility and liability if your reseller fails to meet any of the Company's applicable requirements, including, without limitation, any timing requirements relating to the return merchandise authorization ("**RMA**") process (the "**RMA Process**") applicable to resellers.

**Relationship Between the Company and Independent Resellers.** Resellers are not agents, employees, partners, joint venturers, or representatives of CPTEL, and no reseller has authority to act for, bind, or make commitments on behalf of CPTEL. Any statements, representations, warranties, service commitments, or timelines offered by a reseller in excess of or differing from CPTEL's published Limited Warranty are the reseller's alone and do not bind CPTEL. If you purchased your Product from an authorized reseller, returns and refunds of your purchase price are handled by that reseller under the reseller's own return and refund policy. Please see the return and refund policy from your vendor.

**Additional Terms.** Your purchase and use of the Level Up Product and service are also governed by CPTEL's Terms of Service available at poolwaterlevelup.com/terms, which contain a binding individual arbitration agreement, a class action waiver and a jury trial waiver, and which give you 30 days after you first agree to those terms to opt out of arbitration. The Product is licensed for use only at a privately-owned residential property with a single pool or spa; commercial, multi-family and institutional use is prohibited.

**Timely and Complete Submission.** CPTEL's Limited Warranty requires CPTEL's receipt of a complete and timely RMA request and a properly returned unit in accordance with the RMA policy. Requests that are not submitted within the applicable time periods, that omit required information, or that are not accompanied by a conforming return may be declined.

**Disclaimer of Responsibility for Reseller Acts and Omissions.** CPTEL DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY ACT, OMISSION, ERROR, DELAY, MISREPRESENTATION, OR FAILURE OF ANY RESELLER, INCLUDING WITHOUT LIMITATION ANY FAILURE BY A RESELLER TO INITIATE, SUBMIT, DOCUMENT, TIMELY PROCESS, ESCALATE, OR COMPLETE AN RMA REQUEST; ANY FAILURE TO RETURN A PRODUCT AS REQUIRED; ANY FAILURE TO COMMUNICATE WITH YOU OR WITH CPTEL; AND ANY DELAY IN, DENIAL OF, OR INABILITY TO OBTAIN WARRANTY SERVICE, REPAIR, REPLACEMENT, CREDIT, OR REFUND RESULTING FROM ANY OF THE FOREGOING. WITHOUT LIMITING THE FOREGOING, CPTEL SHALL HAVE NO LIABILITY FOR ANY LOSS OF USE, DOWNTIME, LOST DATA, LOST PROFITS, SERVICE INTERRUPTION, COST OF SUBSTITUTE EQUIPMENT, OR OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM A RESELLER'S FAILURE TO FOLLOW THE RMA PROCESS.

**Your Remedies.** If your warranty claim was delayed or declined because of your reseller's failure to follow the RMA Process, your recourse for that failure is against the reseller and not against CPTEL.

**Sharing Your Pool Data With Your Reseller.** The Pool Water Level Up app may allow you to elect to share pool data - such as your water level readings, fill history, pool address and subscription status - with your reseller so that your reseller can monitor your pool and provide services to you. This sharing is optional, is off by default, and you may turn it off at any time in the app. Your reseller is an independent business, and once data is shared, its own privacy policy governs that data. Any monitoring or maintenance service your reseller offers is offered and billed by your reseller, not by the Company. You should never give your account password to a reseller.