

Product Information Guide

IMPORTANT PLEASE READ CAREFULLY BEFORE USING YOUR SKYPRO™ DEVICE
This Product Information Guide contains important safety, handling, and warranty information, as well as software license information, for your SkyPro™ device. Please read carefully before using your SkyPro™ device.

Important Safety and Handling Information

WARNING: Failure to follow these safety instructions could result in fire, electric shock, or other personal injury and/or damage to your SkyPro™ device or other property.

Carrying and Handling your SkyPro™ device Your SkyPro™ device contains sensitive components. Do not disassemble, open, crush, puncture, shred, microwave, incinerate, or insert foreign objects into your SkyPro™ device or your SkyPro™ device charging case.

Avoiding Water and Wet Locations Exposure to water may cause damage to your SkyProTM device. Do not use your SkyProTM device in rain or other wet locations. Take care not to spill any food or liquid on your SkyProTM device. In case your SkyProTM device gets wet, remove your SkyProTM device from its charging case and allow it to dry thoroughly before attempting to use or charge it again. Do not attempt to dry your SkyProTM device with an external heat source, such as a microwave oven or hair dryer. SkyProTM devices that have been damaged as a result of exposure to liquids are not serviceable.

Repairing or Modifying your SkyPro™ device Never attempt to repair or modify your SkyPro™ device yourself. Disassembling your SkyPro™ device will void the warranty. Your SkyPro™ device does not contain any user- serviceable parts. Service should only be provided by a SkyGolf Authorized Service

Provider. If your SkyProTM device has been punctured, or subjected to a severe fall, do not use it until you contact an Authorized Service Provider. For service information, go to www.golfskypro.com/service.

Battery Replacement The rechargeable battery in your SkyPro™ device should be replaced only by a SkyGolf Authorized Service Provider.

Charging your SkyPro™ device. In charging your SkyPro™ device, use only the supplied SkyPro™ charging case in conjunction with the supplied SkyPro™ Micro-USB to USB cable connected to a high-power USB port on another device that is compliant with the USB 2.0 standard or an accessory specifically designed to work with your SkyPro™ device.

Read all safety instructions for any products and accessories before using your SkyProTM device. SkyGolf is not responsible for the operation of third-party accessories or their compliance with safety and regulatory standards.

When you use a USB power adapter to charge your SkyProTM device, make sure that the power adapter is fully assembled before you plug it into a power outlet. Then insert the USB power adapter into the power outlet. Do not connect or disconnect the USB power adapter with wet hands.

The USB power adapter may become warm during normal use, however your SkyProTM device or your SkyProTM device charging case should never become hot. Always allow adequate ventilation around the USB power adapter and use care when handling. Unplug both the USB power adapter and your SkyProTM device charging case if any of the following conditions exist:

The power cord or plug has become frayed or damaged.
The adapter is exposed to rain, liquid, or excessive moisture.

- The adapter case or charging case has become damaged.
 You suspect the adapter of charging case needs service or repair.

Choking Hazards Your SkyPro™ device contains small parts, which may present a choking hazard to small children. Keep your SkyPro™ device and its accessories away from children.

Repetitive Motion When you perform repetitive activity such as swinging a golf club, you may experience occasional discomfort or fatigue. Take frequent breaks while using your SkyProTM device if you experience discomfort and do not resume your golf activity until the discomfort disappears. If the discomfort does not disappear, consult a physician.

Attaching Your SkyPro™ Device Your SkyPro™ device should be attached to your golf club shaft just below the base of the grip, without touching the grip. Your SkyPro™ device should be securely tightened around the golf shaft to avoid sudden and unexpected detachment. Your SkyPro™ device should be hand tightened only. You should never use tools to tighten your SkyPro™ device.

Using Connectors and Ports Never force a connector into a port on your SkyPro™ device or your SkyPro™ device charging case. Check for obstructions on the port. If the connector and port do not join with reasonable ease, make sure that the connector and port are properly aligned before attempting to insert again.

Keeping Your SkyPro™ Device Within Acceptable
Temperatures Avoid exposing your SkyPro™ device to
extreme temperatures. Operate your SkyPro™ device in a place
where the temperature is between 0° and 35° C (32° to 95° F).
Low or high temperature conditions might shorten battery life or
cause your SkyPro™ device to capture and report skewed data

or temporarily stop working properly. Avoid dramatic changes in temperature or humidity when using your SkyPro™ device, as condensation may form within the sensitive components of your SkyPro™ device. Store your SkyPro™ device in a cool dry place at room temperature.

Exposure to Radio Frequency Energy Your SkyPro™ device contains radio transmitters and receivers. When turned on, your SkyPro™ device sends and receives radio frequency (RF) energy through its antenna. Your SkyPro™ device is designed and manufactured to comply with the limits for exposure to RF energy set by the Federal Communications Commission (FCC) of the United States, Industry Canada (IC) of Canada, and regulating entities of Japan, the European Union, and other countries.

Additional Information For more information from the FCC about exposure to RF energy, see: www.fcc.gov/oet/rfsafety

The FCC and the U.S. Food and Drug Administration (FDA) also maintain a consumer website at www.fda.gov/Radiation-EmittingProducts/default.htm to address inquireies about the safety of radio emissions. Check the website periodically for updates.

For information about the scientific research related to RF energy exposure, see the EMF Research Database maintained by the World Health Organization at: www.who.int/emf

Certification and Compliance

U.S.



Model: SKHPAASKYPRO-V2 FCC ID: X8F-SKYPRO-BT

Canada

Model: SKHPAASKYPRO-V2 FCC ID: X8F-SKYPRO-BT

E.U.



Important: Changes or modifications to this product not authorized by SkyGolf could void the EMC and wireless compliance and negate your authority to operate the product. This product has demonstrated EMC compliance under conditions that included the use of compliant peripheral devices and shielded cables between system components. It is important that you use compliant peripheral devices and shielded cables between components to reduce the possibility of causing interference to radios, televisions, and other electronic devices.

FCC Compliance Statement This device compiles with part 15 of the FCC rules. Operation is subject to the following conditions: (1) this device may not cause harmful interference, and (2) this device must not accept interference received, including interference that may cause undesired operation.

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.

- Increase the separation between the equipment and receiver.

- Connect the equipment to an outlet on a circuit different from that to which the receiver is connected.

- Consult the dealer or an experienced radio/TV technician to help.

Canadian Compliance Statement Compiles with the Canadian ICES-003 Class B specifications. This device compiles with RSS 210 of Industry Canada. This Class B device meets all the requirements of the Canadian interference-causing equipment regulations.

This device compiles with the Industry Canada license exempt RSS standards. Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

European Community Compliance Statement This wireless device compiles with the essential requirements and other relevant portions of the EU R & TTE Directive.

Disposal and Recycling Information Your $SkyPro^{\gamma M}$ device should be disposed of separately from household waste. When this product reaches its end of life, take it to a collection point designated by local authorities that accept spent batteries and

other similar wastes. Not all collection points accept products for free. The separate collection and recycling of your product at the time of disposal will help conserve natural resources and ensure that it is recycled in a manner that protects human health and environment.

Warranty Center for Region or Country of Purchase

| Country of Purchase | Address |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Canada | Warrarty Returns Jensor Agencies 185 Avro, Pointe-Claire, QC H9R 6A9 1-865-SKYGOLF 1-877-428-575 (inside Canada) customerservice@skygolf.com |
| European Union | SkyHawke Technologies UK, Ltd. Haddenham Business Park Haddenham, Business Park Haddenham, Buckinghamshire HP 178 Lt, Haddenham, Buckinghamshire HP 178 Lt, Haddenham, Buckinghamshire B088 4584 (inside Panner) 8008 1826565 (inside Bourmany) 8000 1826555 (inside Sourmany) 8000 1826555 (inside Sourmany) 8000 58456 (inside Sourmany) 8000 58456 (inside Sourmany) 8000 58456 (inside Sourmany) 8000 889 0556 (inside Sourmany) 8000 889 056 (inside Sourmany) |
| United States and All | Warranty Returns SkyHawke Technologies, LLC |

United States air G. 4 Al Shyllawke Technologies, LLC Shyllawke Technologies, LLC Shyllawke Technologies, LLC 274 Commerce Park Drive Ridgeland, MS 39157 1-866-SKYGOLF (1-966-759-4653) customerservice@skygolf.com

SKYPRO END USER LICENSE AGREEMENT (iOS Version)

PLEASE READ CAREFULLY THE LICENSE AGREEMENT BELOW BEFORE USING THIS PRODUCT!

WARNING! PROCEEDING WITH USE OF THE SKYPRO PRODUCT CONTAINED WITHIN THE PACKAGE THAT INCLUDES THIS LICENSE AGREEMENT (THE "SKYPRO PRODUCT") OR THE INSTALLATION ON A SMARTPHONE, TABLET OR OTHER COMPUTING DEVICE OF SOFTWARE PURCHASED, DOWNLOADED, INSTALLED OR OTHERWISE OBTAINED THROUGH THE APPLE, INC. APP STORE FOR USE IN CONNECTION WITH THE SKYPRO PRODUCT (SUCH SOFTWARE BEING REFERRED TO HEREIN AS THE "SKYPRO SOFTWARE APPLICATION") INDICATES YOUR ACCEPTANCE OF THESE LICENSING TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD NOT USE THE SKYPRO PRODUCT OR INSTALL THE SKYPRO SOFTWARE APPLICATION, AND YOU SHOULD RETURN THE PACKAGE CONTAINING THE SKYPRO PRODUCT TO THE POINT OF PURCHASE WITH A DATED RECEIPT WITHIN THIRTY (30) DAYS TO APPLY FOR A REFUND.

If you purchased the SkyPro Product directly from SkyHawke Technologies, LLC via the SkyHawke Technologies, LLC liternet web site, then you should contact the Customer Service department at 1-866-SKYGOLF (1-866-759-4653), or email customerservice@skygolf.com to apply for and arrange for a refund of your purchase.

(The SkyPro Product and the SkyPro Software Application are sometimes singly and collectively referred to herein as the "Products".)

LICENSE AGREEMENT

This SkyPro End User License Agreement (this "License Agreement") is a legal agreement between you and SkyHawke Technologies, LLC ("Licensor"). By using or installing any of the Products, you acknowledge and agree that you have read, understood and agreed to this License Agreement and that this License Agreement is enforceable like any written negotiated agreement signed by you. Any and all software (including any embedded software, drivers, enhancements, revisions, downloads, modifications or updates), documentation and any fonts, whether on disk, in read only memory, on any other media or in any other form, that either came with the SkyPro Product or is downloaded or installed on the SkyPro Product or on any smartphone, tablet or other computing device in connection with the SkyPro Product. the SkyPro Software Application or a SkyGolf or Club SG™ (Beta) account (collectively, the "SkyPro Software" or "Software") are licensed, not sold, to you by Licensor for use only under the terms of this License Agreement, and Licensor reserves all rights not expressly granted to you.

1) Grant of License

1) Grant of License
Licensor provides inited access to the SkyPro Software and, in connection there with, the SkyGolf internet web site, and grants a limited license for their use under the terms of this License Agreement. To the extent this License Agreement includes the licensing of SkyPro Software or other components also licensed in connection with a SkyGolf or Club SGTM (Beta) account, you will lose access to any data saved in your SkyGolf or Club SGTM (Beta) account in the term of your SkyGolf or Club SGTM (Beta) account in to timely renewed. Licensor reserves the right to stop offering SkyGolf or Club SGTM (Beta) accounts or account renewals at any time without notice.

a. Subject to paragraph 5 below and the other terms of this License Agreement, you are granted a nontransferable,

non-exclusive license to use the SkyPro Software under the terms stated in this License Agreement solely for personal noncommercial use in connection with the single SkyPro Product. Title, ownership and copyright of the SkyPro Software and any swing and other information stored on your SkyColf or Club SG™ (Beta) account are vested in, and remain with, the Licensor. The rights granted herein are limited to the use of the SkyPro Software and your SkyColf or Club SG™ (Beta) account in accordance with this License Agreement, and do not include any rights in any patients or other intellectual property rights of Licensor.

- Licensor.

 Except as and only to the extent expressly permitted in this License or by applicable law, you may not copy, de-compile, re-compile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works or translations of the SkyPro Software. The SkyGolf Software and other software downloaded from the Licensor's web site may not be used with, transferred or transmitted to any other hardware, except to an authorized SkyPro hardware/software system in your name for personal noncommercial use in accordance with this License Agreement.
- accordance with this License Agreement.

 c. You may not assign, distribute, lease, rent, lend, sublicense, or transfer this license to the SkyPro Software or any of their modules or components, except as provided herein or by item (b) above, or disclose the SkyPro Software to any other person or entity, or otherwise offer access to or use of, the SkyPro Software via the Internet or via any other network which is available to or accessible by third parties. Any attempt to do so is a violation of the rights of Licensor and its licensors of the SkyPro Software. If you breach this restriction, you may be subject to prosecution and damages. You may, however, make a one-time permanent transfer of all of your license rights to the SkyPro Software (other than the SkyPro Software Application) to another party in connection with the transfer of ownership of the SkyPro Product, provided that: (a) the transfer must include the

SkyPro Product and all of the SkyPro Software, including all its SkyPro Product and all of the SkyPro Software, including all its component parts, original media, printed materials and this License; (b) you do not retain any copies of the SkyPro Software, full or partial, including copies stored on a computer or other storage device; (c) the party receiving the SkyPro Software reads and agrees to accept the terms and conditions of this License and (d) the transfer is not of a commercial nature. You agree to reasonably cooperate with Licensor in inquiries by Licensor regarding your downloading and/or use of the SkyPro Software.

- Licensor regarding your downloading and/or use of the SkyPro Software.

 d. You agree that Licensor may send communications to you regarding the SkyPro Product, the SkyPro Software, your use of the SkyPro Product or SkyPro Software, your use of the SkyPro Product or SkyPro Software, your SkyGolf and/or Club SG*** (Beta) account and other notifications relevant to the SkyPro Product you have registered with Licensor e. This License Agreement is effective until expiration or termination by Licensor as provided herein. This license terminates, without notice, if you fail to comply with any provision of this Agreement. You agree upon expiration or termination to destroy the SkyPro Software, together with all copies, modifications and merged portions in any form, including any copy in your computer memory or on a hard disk.

2) LIMITATION OF LIABILITY

2) LIMITATION OF LIABILITY
LICENSOR PROVIDES THE SKYPRO SOFTWARE ON AN "AS IS" BASIS AND DOES NOT WARRANT THE EXECUTION OR PERFORMANCE OF THE SKYPRO SOFTWARE. NO WARRANTIES ARE EXPRESSED AND NONE SHALL BE IMPLIED. LICENSOR SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE FOREGOING MAY NOT APPLY TO YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR A LICENSOR AUTHORIZED REPRESENTATIVE SHALL CREATE

A WARRANTY. SHOULD THE SKYPRO SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. NO REFUNDS SHALL BE GIVEN FOR SKYPRO SOFTWARE, OR FOR FEES PAID FOR SKYGOLF OR CLUB SGT*** (BETA) ACCOUNTS. IN NO EVENT SHALL LICENSOR'S LIABILITY TO YOU FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE SKYPRO SOFTWARE. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SKYPRO SOFTWARE EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY,

SUCH DAMAGES.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROPITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE ANY SKYPRO PRODUCT, SKYPRO SOFTWARE AND SOFTWARE UPDATES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOTHIS LIMITATION MAY NOT APPLY TO YOU.

THE SKYPRO SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE SKYPRO

SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
Please be advised that golf is an inherently dangerous activity, and use of the SkyPro Product on a golf course or otherwise is

3) Export Control

3) Export Control
You may not use or otherwise export or re-export the SkyPro Software except as authorized by applicable law. In particular, but without limitation, the SkyPro Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Teasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the SkyPro Software you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the SkyPro Software for any purposes prohibited by United States and other applicable law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. Use of some features and functionality of the SkyPro Product and related accessories may be restricted by the laws of countries other than the country in which the SkyPro Product and related accessories are purchased, which shall be deemed to be the United States. If you intend to use the SkyPro Product and related accessories in a country other than the United States, you are solely responsible for determining whether use of all features and functionality of the SkyPro Product and related accessories are permitted in such other country.

4) U.S. Government Restricted Rights
The SkyPro Software is provided with RESTRICTED RIGHTS.
Use, duplication or disclosure by the Government is subject to restrictions set forth in subdivision (c) (1) of The Right in Technical Data and Computer Software clause at 252.227-7013.

Contractor/Manufacturer is SkyHawke Technologies, LLC, 274

5) Requirement to Purchase a SkyPro Software Application and Relationship to Apple, Inc.

5) Requirement to Purchase a SkyPro Software Application and Relationship to Apple, Inc.
The SkyPro Product will not be functional except when used in connection with a SkyPro Software Application purchased through the Apple App Store and installed on a compatible iPhone, iPad or iPod device. The Apple App Store is service of Apple, Inc. and not Licensor, and Licensor has no control over, and shall have no responsibility or liability for, operation of, or the inability to access, the Apple App Store or download software or other applications from the Apple App Store. This License Agreement, and your use of the SkyPro Product and the SkyPro Software, is subject to any license or usage agreement you entered in connection with the purchase, download, installation or use of any software application purchased through the Apple App Store. With respect to SkyPro Software that constitutes a SkyPro Software Application purchased through the Apple App Store. With respect to SkyPro Software that constitutes a SkyPro Software Application purchased. downloaded, installed or otherwise obtained through the Apple App Store, the following additional terms and conditions apply:

a) This License Agreement is an agreement between you and Licensor only, but Apple, Inc., (including its subsidiaries) is a third party beneficiary hereto and shall have the right (and will be deemed to have accepted the right) to enforce this License Agreement as a third party beneficiary hereof.

b) Licensor, and not Apple, Inc., is solely responsible for maintenance with respect to the SkyPro Software Application provided, however, the foregoing shall not require Licensor to perform maintenance with respect to the SkyPro Software Application beyond that which Licensor otherwise expressly agrees to in this License Agreement or as required by applicable law. For the avoidance of doubt, Apple, Inc., is colely responsible for the avoidance of doubt, Apple, Inc., is one application and the avoidance of doubt, Apple, Inc., is one application.

- c) Notwithstanding any other provision in this License Agreement to the contrary, the license granted hereby to you for use of the SkyPro Software Application is further limited to a non-transferable license to use the SkyPro Software Application on a compatible iPhone, iPad or iPod that you own or control and as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.

 d) Licensor, and not Apple, Inc., is solely responsible for any warranty that is provided to you by Licensor and otherwise not disclaimed with respect to the SkyPro Software Application. The foregoing sentence is meant solely as an allocation of responsibility between Licensor and Apple, Inc. and shall not be construed as creating, extending or otherwise modifying any warranty or disclaimer of warranty set forth in this License Agreement or otherwise. For the avoidance of doubt, Licensor's warranty for disclaimer of warranty set forth in this License Agreement and nothing in this Section 5 (d) shall after, modify or otherwise affect such limitation. In the event the SkyPro Software Application falls, within the warranty period, to conform to any applicable warranty which has not been properly disclaimed, you should promptly, and within the warranty period, notify Apple, Inc. To the extent permitted by applicable law, Apple, Inc.'s sole warranty responsibility with respect to such nonconforming SkyPro Software Application shall be to refund to you the purchase price, if any, of such nonconforming TskyPro Software Application.

 e) Licensor, and not Apple, Inc. is solely responsible for addressing any claims relating to the SkyPro Software Application and Incharge Application, including, but not limited to, product liability claims, any claims that the SkyPro Software Application and Incharge and Calms under any consumer protection or similar legislation. The foregoing sentence is meant solely as an allocation of responsibility between Licensor and Apple, inc. and shall not be construed as creating or extending liability to L

respect to the SkyPro Software Application, including, without limitation, liability for the types of claims identified in the foregoing sentence. For the avoidance of doubt, Licensor's liability for any claims, including the types of claims identified above, is limited as set forth in Section 2 of this License Agreement.

Agreement.

† The developer of the SkyPro Software Application is SkyHawke Technologies, LLC, 274 Commerce Park Drive, Ridgeland, MS 39157. For questions, claims or complaints about the SkyPro Software Application, please contact Licensor's Customer Service department at 1-866-SKYGOLF (1-866-759-4653), or email customerservice@skygolf.com.

6) Use in Conjunction with a SkyGolf or Club SG (Beta) Account

Account
Certain features of the SkyPro Product may not be used except in conjunction with a SkyGolf or Club SG™ (Beta) account. A SkyGolf or Club SG™ (Beta) account may require additional payment. Licensor reserves the right to stop offering SkyGolf or Club SG™ (Beta) accounts or account renewals at any time without notice.

7) Ownership of Uploaded Data

7) Ownership of Uploaded Data You agree, for and in consideration of Licensor offering to you the license granted in accordance with the terms of this License Agreement, that any data uploaded by you to Licensor or to any website maintained by Licensor shall be and become the property solely of Licensor, and you hereby assign, convey and transfer to Licensor all of your right, title and interest in and to such data, including, without limitation, any copyright or other intellectual property rights you may have in such data.

8) Amendments or Modifications to this License Agreement, Modification of Software Support

Licensor shall have the right to amend or modify this License

Agreement from time to time. All such amendments or modifications shall be effective on the date the amended or modified End User License Agreement is posted to Licensor's website at www.skygolf.com. Licensor reserves the right to change or discontinue its support of the SkyPro Software.

9) Choice of Law

9) Choice of Law
This License Agreement is governed by the laws of the State of Mississippi, without regard to its choice of laws rules. You acknowledge that the SkyPro Software and updates licensed under this License Agreement are provided through computer servers maintained in the State of Mississippi, USA and that such jurisdiction has a significant and meaningful connection with the transaction in which you obtained such SkyPro Software and updates. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License Agreement shall continue in full force and effect to the fullest extent permitted by law.

10) Complete Agreement

10) Complete Agreement
This License Agreement, together with any license agreement
you entered in connection with a SkyColf or Club SG (Beta)
account, constitutes the entire agreement between the parties
with respect to the use of the SkyPro Software licensed
hereunder and supersedes all prior or contemporaneous
understandings regarding such subject matter. No amendment
to or modification of this License Agreement will be binding
unless in writing and signed by Licensor. Any translation of this
License Agreement is done for local requirements and in the
event of a dispute between the English and any non-English
versions, the English version of this License Agreement shall
govern.

11) Beta Test Features

11) Beta Test Features

One or more features of the Products (including software applications used in connection with the StyPro Product) may be in beta test mode (the "beta features"). The use and continuation of these beta features are subject to this License Agreement. As a beta tester, you are invited to use the beta features. The beta features are provided "AS IS" and "AS AVAILABLE," and Licensor makes no warranty of any kind, express or implied, with respect to the beta features. By using the beta features, you agree that (i) use of the beta features. By using the beta features, you agree that (i) use of the beta features. By using the beta features, is at your own risk and for the purpose of evaluating the features are addentifying errors, (ii) the beta features may include known and unknown bugs and (iii) Licensor may discontinue or modify the beta features at any time and from time to time. Licensor makes no guarantee that the beta features will ever be released from beta testing as a full feature for use with the SkyPro Product. The beta features may initially be provided free of charge. Licensor may, at any time, discontinue any such free use and may, at any time and from time to time, make access to or use of the beta features (and the features upon full release) subject to payment of additional fees or costs.

SKYGOLF is a trademark of SkyHawke Technologies, LLC and is registered in the United States and other countries. SKYPRO is a trademark of SkyHawke Technologies, LLC and is registered in the United States and other countries and with further registrations pending in the United States. Apple, IPhone, and iPod are trademarks of Apple, Inc. and are registered in the United States and other countries.

CONSUMER LIMITED WARRANTY SKYPRO PRODUCTS

SkyHawke Technologies, LLC of 274 Commerce Park Drive, Ridgeland, MS 39157, ("SkyHawke") or the ("Company") provides a limited consumer hardware warranty to the original consumer (non-commercial) user (the "Customer") of this SkyPro product. This limited warranty is non-transferable and does not extend to product used in any manner other than by an individual consumer in a non-commercial use, all other warranties are excluded as provided below.

HARDWARE:

HARDWARE:
Subject to the exclusions, limitations, and conditions stated below, Sky/Hawke warrants that this SkyPro product will be free from defects in workmanship and materials, under normal consumer (non-commercial) use, for a period of six (6) months from the original purchase date, twelve (12) months from the original purchase date for residents of a European Union member state purchasing this SkyPro product from a merchant in a European Union member state.

AVAILABLE EXTENDED WARRANTY UPGRADE:

AVAILABLE EXTENDED WARRANTY UPGRADE:
Consumers with the six month warranty may optionally
purchase an upgrade to a twelve (12) month limited warranty at
the time of registration if they do so within thirty (30) days of the
original purchase date. The extended warranty does not include
accessories and components.

LIMITATIONS AND EXCLUSIONS:

This warranty excludes (1) cosmetic or physical damage to the surface of the product, including cracks or scratches; (2) normal wear and tear; (3) damage caused by misuse, neglect, improper installation or testing, unauthorized attempts to modify the product, attempted servicing by anyone other than an

authorized service representative of SkyHawke or any other cause beyond the range of the intended use; (4) damage caused by accident, fire, water or liquids, power changes, other hazards, or acts of God; (5) use of the product with any non-SkyPro device, component, such as chargers or connection cables, or service if such device, component or service causes the problem; (6) use of this product for any non-consumer, commercial or rental purpose; or (7) software installed on or with this SkyPro product. Any third-party products, including software included with this SkyPro product, are not covered by this Consumer Limited Warranty, and the Company makes no representations or warranties on behalf of such third parties. Any warranty on such third party products is from the supplier or licensor of the third-party product. authorized service representative of SkvHawke or any other

Important: Do not open the SkyPro sensor case. Opening the SkyPro sensor case may cause damage that is not covered by this warranty. Only SkyHawke or an authorized SkyHawke service center should perform service on this SkyPro product. Opening the SkyPro sensor case shall void this warranty.

EXCLUSIVE REMEDIES AND PROCEDURE:

EXCLUSIVE REMEDIES AND PROCEDURE:
SkyHawke's total obligation under this warranty shall be, at
SkyHawke's sole discretion, to repair or replace the product or
part with a comparable product or part, or if neither repair nor
replacement is reasonably available, SkyHawke may refund to
Customer the purchase price paid for the product or part.
Replacement products or parts may be new or reconditioned.
Parts removed by SkyHawke shall become the sole property of
SkyHawke.

To obtain warranty service for SkyPro products, the Customer must contact the applicable SkyHawke Technologies' customer service center noted in the "Warranty Center for Region or

Country of Purchase" section above for a return authorization code, and return the unit shipping prepaid, with proof of the date of original purchase and return authorization code. Shipping labels must contain the return authorization code. ANY shipments sent for warranty service WITHOUT the appropriate return authorization code will be refused and returned to Customer is expense. SkyHawke will not be responsible for any loss or damage to the product incurred while the product is in transit from Customer for repairs. Customer should, as a precaution, purchase adequate insurance for the unit while it is in transit.

SkyHawke's repair or replacement of defective parts does not extend the term of this Limited Warranty, which shall expire upon the expiration of the applicable Consumer Limited Warranty period from the date of original pur

No oral or written information or advice given by SkyHawke or its dealers, distributors, employees or agents shall in any way extend, modify or add to this Limited Warranty.

WARRANTY LIMITATION:

WARRANTY LIMITATION:
THE FOREGOING WARRANTIES AND REMEDIES ARE
EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES,
EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF
MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,
PERFORMANCE, ACCURACY, CORRESPONDENCE WITH
DESCRIPTION, AND NONINFRINGEMENT, ALL OF WHICH ARE
EXPRESSLY DISCLAIMED.

COMMERCIAL USE:

COMMERCIAL USE:
THIS SKYPRO PRODUCT IS NOT WARRANTED FOR
COMMERCIAL, NON-CONSUMER, USE. WITH RESPECT TO
COMMERCIAL USE OF THIS SKYPRO PRODUCT, SKYHAWKE
MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

LIMITATION OF LIABILITY:

LIMITATION OF LIABILITY:
IN NO EVENT SHALL SKYHAWKE BE LIABLE, WHETHER IN
CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR
DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE
PRODUCT, ACCESSORY OR SOFTWARE, OR FOR ANY
INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR
PUNITIVE DAMAGES OF ANY KIND OR LOSS OF REVENUE
OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION
OR DATA, SOFTWARE OR APPLICATIONS OR OTHER
FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH
THE ABILITY OR INABILITY TO USE THE PRODUCTS,
ACCESSORIES OR SOFTWARE TO THE FULL EXTENT THESE
DAMAGES MAY BE DISCLAIMED BY LAW.

EVEN IF SKYHAWKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SKYHAWKE'S ENTIRE LIABILITY SHALL BE LIMITED TO COSTS OF REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT THE SOLE OPTION OF THE COMPANY.

Some states and jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This warranty may give you specific legal rights, and you may also have other rights that vary from state to state or from one jurisdiction to another.

This Consumer Limited Warranty shall be governed by the laws

of the State of Mississippi, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

Warning: Changes or modifications to this unit not expressly approved by the party responsible for compliance could void the user authority to operate the equipment.

