INFINADECK SOFTWARE LICENSE AGREEMENT

READ THIS AGREEMENT CAREFULLY. YOUR ACCESS TO AND USE OF ANY THE INFINADECK SOFTWARE IS GOVERNED BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY INSTALLING, USING OR ACCESSING THE INFINADECK SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT INSTALL, USE OR ACCESS THE SDK.

1   Definitions

a) "Agreement" means the version of this Infinadeck SDK License Agreement as it appears on the at any given time.

b) "Application" means engines, utilities, applications, content, games or demos that operate solely in connection with Infinadeck Products.

c) "Authorized User" means you and any member of your class or organization or any employee or contractor who (i) must have access to the SDK in order to develop Applications and (ii) understands and is bound by the terms of this Agreement.

d) "End User" means any customer or licensee who has purchased or licensed your Application for personal use in connection with an Infinadeck Product and not for redistribution or further development.

e) "Firmware" means software programs, applications or instructions programmed on a device embedded in Infinadeck Hardware.

f) "Intellectual Property Rights" means all forms of intellectual property rights as recognized worldwide including, without limitation, patents, trademarks, copyrights, industrial design rights, moral rights, mask rights, trade secrets and proprietary know-how.

g) "Infinadeck", "us" or "we" means Infinadeck; a California Corporation, with offices located at: 4105 Del Mar Ave, Suite 3, Rocklin, CA 95650

h) "Infinadeck Hardware" means the Infinadeck Omni-Directional Treadmill System and all electrical, mechanical, motorized, and non-software/firmware elements of the Infinadeck Products.

i) "Infinadeck Products" means any device using Infinadeck Hardware and Infinadeck Software made commercially available by Infinadeck.

j) "Infinadeck Software" means (i) the applications that operate and interact with Infinadeck Hardware to provide omni-direction motion, (ii) the SDK, and (iii) the Infinadeck Firmware.

k) "SDK" means the Infinadeck Software Development Kit or any Infinadeck software, (including programs, tools, sample code, templates, libraries, and interfaces), Updates, APIs, information, data, files, documentation, and other materials, whether tangible or intangible, in whatever form or medium (including on-line tools), provided to you at any time, either by way of downloading from Infinadeck or otherwise provided to you, for purposes of developing an Application.

l) "Update" means updates, upgrades, modifications, enhancements, revisions, new releases or new versions to the Infinadeck Software.

m) "You" or "you" means the person or entity which is entering into this Agreement with Infinadeck and agreeing to be bound by its terms.

2   Acceptance and Scope of License; Changes

a) Your acceptance of this Agreement (and any later versions), including the licenses granted and all restrictions, is evidenced by any one of the following:

   i)   installing the Infinadeck Software,

   ii)   using of all or part of the Infinadeck Software,

   iii) developing an Application, or

   iv)   accepting the click-through license.

b) When you accept this Agreement, you accept on behalf of yourself and all Authorized Users.

c) Infinadeck may change this Agreement or the Infinadeck Software at its option, at any time and without notice to you, by posting them on the Infinadeck site at http://Infinadeck.com/. You are responsible for checking the Infinadeck site and ensuring that you are operating under the correct Agreement or Infinadeck Software. Applications (and any updates to the Applications) are governed by the version of the Agreement and Infinadeck Software in effect when they are developed. You may not develop an Application using a retired Infinadeck Software or under the terms of an old Agreement.

d) If you do not accept a new version of the Agreement, you must immediately stop using the Infinadeck Software or any Infinadeck software and terminate this Agreement as provided in Section 11.

3   License Grant and Restrictions

a) Subject to your compliance with the terms and conditions of this Agreement, Infinadeck hereby grants you a limited, non-exclusive, perpetual, revocable, worldwide, royalty-free, personal and non-transferable license to:

   i)   install complete copies of the Infinadeck Software (including without limitation all "read me" files, copyright notices, and other legal notices and terms) on devices that are owned or controlled by you or Authorized Users;

   ii)   use the Infinadeck Software solely for the purpose of developing, prototyping and testing Applications;

   iii) modify, copy, incorporate into an Application, and distribute the source code form of any sample code provided in the SDK or any Infinadeck software;

   iv)   subject to Section 9(a)(3), modify, copy, incorporate into an Application, and distribute the

   source and object code form of any API code provided in the SDK;

v) copy and distribute (or allow someone else to copy and distribute) the sample code and API in the SDK, solely as compiled with, incorporated into, or packaged with your Application; and

vi) make (but not allow anyone else to make), use, sell, and offer for sale your Application.

b) The license granted to you under Section 3(a) is subject to certain limitations. In addition to other obligations and restrictions outlined elsewhere in this Agreement, you may not:

i) use the Infinadeck Software for any purpose or in any manner not specifically mentioned in the license granted to you under Section 3(a);

ii) use the Infinadeck Software to develop applications for use with any non-Infinadeck device, hardware or software;

iii) publish the Infinadeck Software for others to use or copy;

iv) create derivative works of the Infinadeck Software;

v) work around any technical limitations in the Infinadeck Software or reverse engineer, decompile, disassemble or otherwise seek to ascertain the source code in the SDK, Infinadeck Software, or Infinadeck Firmware, except and only to the extent that applicable law expressly permits despite this limitation;

vi) incorporate into or distribute with an Application any part of the SDK that is designated as non-distributable; or

vii) remove or alter any copyright, trademark or proprietary notices from any part of the SDK.

4 Prohibited Applications; Waiver and Indemnity

a) You may not create Applications or other software that:

i) prevent or degrade the interaction of Applications developed by anyone else for use with the Infinadeck Products;

ii) disparage Infinadeck or its products or services;

iii) violate or infringe any Infinadeck Intellectual Property Right; or

iv) use the SDK or any of its features to invade the privacy of any person or otherwise violate any law, including, but not limited to, by usage of GPS functionality, location/tracking services, etc.

b) You are not licensed and expressly agree not to develop Applications which might cause death or serious bodily injury to any person, or serious physical or environmental damage if your Application or Infinadeck Products fail in any way. ANY SUCH USE IS STRICTLY PROHIBITED.

c) You understand and acknowledge that

i) your Application will control the mechanical, electrical and motorized elements of Infinadeck Products and

ii) that Infinadeck Products and the SDK Software, in particular, may not always operate as intended or error free. For this reason, you must and expressly agree to design and test your Application to ensure that the Application or the failure of Infinadeck Products does not present risk of personal injury or death or damage to real or personal property.

If you choose to use the Infinadeck Software, (i) you assume all risk that your or someone else's use of the Infinadeck Products, Infinadeck Hardware or Infinadeck Software causes any harm or loss, including to End Users of your Applications or to third parties, (ii) you hereby waive, on behalf of yourself and your Authorized Users, all claims against Infinadeck related to such use, harm or loss (including, but not limited to, any claim that the Infinadeck Software, Infinadeck Products, Infinadeck Hardware or Infinadeck Software is defective), and (iii) you agree to indemnify, defend and hold harmless Infinadeck from such claims.

5   Updates

This Agreement will apply to any Updates made available to you by Infinadeck. You acknowledge that Updates may require you to change or update your Application, and may affect your ability to use, access or interact with the SDK, Infinadeck Software or Infinadeck Hardware.

6   Trademarks and Publicity; Promotional License

a) You must indicate that your Application "Works with Infinadeck", has "Omni-Directional Treadmill Provided by Infinadeck" or the like, but you may not use the Infinadeck name or trademark in your Applications' names, company name, any URL, or logo or in a way that suggests your Applications come from or are endorsed by Infinadeck. You may not use an Infinadeck trademark, logo or service mark in any advertising, promotional or marketing materials, press release, endorsement or public statement without the prior written consent of Infinadeck. Any permitted use will be subject to the Infinadeck's branding guidelines and prior review.

b) You will make reasonable effort to notify Infinadeck in advance if any promotion, advertising, PR campaign or demonstration of your Application or Infinadeck Products is likely to generate press or public inquiries to Infinadeck. Infinadeck may support your promotional activities, including technical and marketing advice or attendance at trade shows, but we are under no obligation to do so.

c) You hereby grant to Infinadeck, during the term of this Agreement, a limited, non-exclusive, worldwide, royalty-free, license to use, demonstrate, reproduce, display, perform, publish and distribute screenshots, elements, photographic, graphic or video reproductions or all or part of your Application in any medium or media, solely for purposes of promoting your Application or Infinadeck and its technology and business.

Infinadeck will use reasonable effort to ensure that any materials created under this license conform to your branding guidelines.

7   Pre-release Software and Hardware Obligations

Infinadeck may, at its option, make certain pre-release (alpha or beta) versions of software or hardware available to you which it identifies as non-public. You agree not to disclose such pre-release versions to anyone else without Infinadeck's prior written consent unless or until they are made public by Infinadeck, and that their use is governed by the terms of this Agreement.

8 Support and Feedback

a) Infinadeck is not obligated to provide any technical or other support for the SDK to you or your End Users. However, if Infinadeck chooses to provide any support to you, then you agree that Infinadeck has an unrestricted right to use any technical or other information you provide for its business purposes, including for product support and development. Infinadeck will not use such information in a form that personally identifies you.

b) You may, at your option, provide feedback, comments and suggestions to Infinadeck regarding technical and business issues. You hereby grant to Infinadeck a non-exclusive, perpetual, irrevocable, paid-up, transferable, sub-licensable, worldwide license under all relevant Intellectual Property Rights to use, disclose and exploit all such feedback for any purpose.

9 Ownership

a) The Infinadeck Software and SDK is licensed, not sold. Infinadeck reserves all other rights not granted in this Agreement. The parties acknowledge that, as between Infinadeck and you:

i) Infinadeck or its licensors retain complete ownership of all Intellectual Property Rights in and to the Infinadeck Software;

ii) you retain complete ownership of all Intellectual Property Rights in the Application (subject to Infinadeck's underlying ownership of the Intellectual Property Rights in and to the Infinadeck Software); and

iii) If and to the extent you modify any source code in the API, you hereby grant to Infinadeck a non-exclusive, perpetual, irrevocable, paid-up, transferable, sub-licensable, worldwide license under all applicable Intellectual Property Rights to use, disclose and exploit all such modifications for any purpose.

b) Nothing in this Agreement will be construed to transfer or assign any Intellectual Property Rights of either party to the other

10 Data Collection and Privacy

By submitting your information to Infinadeck through your access to the Infinadeck Software, you agree that Infinadeck may periodically collect, process and store personal information provided by you, as well as technical non-personally- identifiable and/or aggregated information including (but not limited to) usage statistics, hardware configuration, problem/fault data, IP addresses, Infinadeck Software version number, and use of Infinadeck Software tools and services. Infinadeck will use the collected data for internal statistical and analytical purposes, to verify compliance with this Agreement, and to improve the Infinadeck Software and Infinadeck Products and for no other purposes (except as required by law). We will not share your information with any third party for any reason.

11 Termination

This Agreement will continue as long as you are in compliance with its terms or until otherwise terminated. Infinadeck may terminate this Agreement for any reason or no reason at all by giving 5 business days written notice to you. You understand that by doing so we will not be liable to you or any other person for any inconvenience, losses or damages whatsoever. Infinadeck may terminate this Agreement, effective immediately, if you fail to cure any breach of this Agreement within 10 days following notice of such breach from Infinadeck.

You may terminate this Agreement at any time with notice to Infinadeck. When this Agreement is terminated by either party, you must immediately destroy all copies of the Infinadeck software in your possession or control and stop developing Applications. End Users may continue to use Applications after this Agreement is terminated.

12   Disclaimer of Warranties and Limitation of Liability

INFINADECK SOFTWARE ANS SDK IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INFINADECK DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INFINADECK BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATING TO THE SDK OR THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. INFINADECK'S TOTAL LIABILITY RELATING TO THE SDK OR THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED US $100.00. THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER INFINADECK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13   Indemnification

You will defend, indemnify, and hold harmless Infinadeck, including its directors, officers, employees, contractors, agents, and end users against any third party claim, suit, or proceeding and any liability, damage, loss, cost, and expenses (including attorney's fees) arising from the Claim threatened or brought against Infinadeck alleging that any Application infringes (including contributory infringement) or misappropriates any third party Intellectual Property Right. Infinadeck will provide you written notice of any claim within a reasonable time after it receives written notice of the Claim. Infinadeck's failure to provide timely written notice will not excuse your obligation under this Agreement unless lack of actual notice of the claim has a substantially adverse effect on your ability to defend the claim. You will have sole control of the defense, but you will not settle any claim, and no settlement of a claim will be binding on Infinadeck, without its prior written consent, which will not be unreasonably withheld or delayed.

14   Assignment

Infinadeck may assign this contract at any time without your consent, but we will use reasonable efforts to notify you regarding any changes of ownership. You may not assign, transfer or sublicense this Agreement to anyone else and any attempt to do so in violation of this section will be null and void.

15   Governing Law

This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Both Parties consent to the personal and exclusive jurisdiction of the California state and federal courts in California and agree that, to the extent permitted by law, any dispute or controversy arising out of or related to this Agreement shall be brought in Sacramento, California, including without limitation any action involving claims for breach of this Agreement or misappropriation of Information.

16   Relationship

Infinadeck and you are independent third parties. Neither party has, nor may represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name. Nothing in this Agreement may be construed as creating an employer/employee, franchiser/franchisee or principal/agent relationship between the parties.

17   Notices

All notices under this Agreement must be in writing. Infinadeck will send notices to you at the email address from which you accessed the SDK. You must send notices by recognized courier to Infinadeck at the address listed in Section 1(g), with a copy to info@Infinadeck.com with confirmation of receipt.

18   Export

You acknowledge that the SDK or any Infinadeck software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent, warrant and covenant that (i) You are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (ii) You will not permit the SDK to be used for any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

19   Severability; Enforceability

If any provision of this Agreement is held invalid or unenforceable, the unenforceable provision will (i) not affect the validity or enforceability of any other provision of this Agreement, and (ii) be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intent of the parties.

20   Eligibility and Authority; Warranty

You represent and warrant that (i) you are at least 18 years old or otherwise old enough to enter into this Agreement in your jurisdiction and (ii) have the authority to bind Authorized Users, if applicable.

21   Government Use

The SDK provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" (each, as defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement) with the same rights and restrictions generally applicable to others under this License Agreement. If you are using the SDK on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you must immediately discontinue your use of the SDK.

22   Survival

Sections 9, 10, 12, 13 and 15 will survive the expiration or termination of this Agreement.

23 Waiver

A waiver of a breach of any term in this Agreement will not be considered (i) a waiver of another breach of the same term, (ii) a waiver of a breach of any other term, or (iii) a waiver of Infinadeck's right to declare an immediate or a subsequent breach.

24 Entire Agreement; Modifications

This Agreement is the complete and exclusive statement of the mutual understanding between Infinadeck and you and supersedes and cancels all previous written and oral agreements, negotiations and communications relating to its subject matter. This Agreement may only be modified or amended in a writing signed by both parties.