

BETA TEST AGREEMENT

Lands of Shadowgate

This Beta Test Agreement describes the terms by which Infinite Ventures, Inc. ("IV") offers the person who has provided their personal information on the previous web page, ("Disclosee") access to a pre-release version of the product referred to as Lands of Shadowgate ("Game"). By selecting the "I Agree" checkbox on the previous web page, you accept the terms and conditions below.

WHEREAS, IV and its development partners have invented and developed certain technologies, concepts, and intellectual property including, but not limited to, the design, development and implementation of computer software products, along with written and other expressions of such technologies, concepts, and intellectual property (which includes, but is not limited to, any ongoing or planned product development or storyline development, negotiations for product licenses) which is proprietary to IV and its development partners (hereinafter referred to as " Proprietary Information"); and

WHEREAS, Disclosee desires to have certain Proprietary Information divulged, or has had opportunity to see certain Proprietary Information;

1. IV acknowledges its willingness to divulge certain Proprietary Information to Disclosee pursuant to the conditions set forth below.
2. Upon the execution of this Agreement, a confidential relationship shall arise between IV and Disclosee and Disclosee agrees to hold in confidence as proprietary any information disclosed to him/her by IV in the past or in the future, and not to disclose such Proprietary Information to anyone except such of Disclosee's employees as may be necessary, and not to use such Proprietary Information for a purpose not covered by this Agreement, unless:
 - a. Such Proprietary Information is a part of the public domain prior to the date first written above; or
 - b. Such Proprietary Information becomes part of the public domain not due to some unauthorized act or omission of Disclosee after this Agreement is executed; or
 - c. Such Proprietary Information is disclosed to Disclosee by a third party who has the right to make such disclosure; or
 - d. Permission to disclose said Proprietary Information or to make use thereof is obtained by Disclosee from IV in writing.

3. Disclosee shall use its best efforts to preserve the confidentiality of Proprietary Information disclosed to him/her. Disclosee shall inform any person to whom a further disclosure is necessary and authorized under this confidential disclosure agreement, of the existence of this Agreement and the terms herein and require the further Disclosee to be bound thereby, and shall report to IV any information concerning the disclosure of Proprietary Information by others.

4. It is understood that at the request of IV, Disclosee shall return to IV any and all written and/or audio-visual materials and any other Proprietary Information delivered to Disclosee for review. The return of the material shall not affect the obligations of Disclosee to treat the Proprietary Information disclosed to Disclosee as confidential and not use same.

5. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, but Disclosee shall not assign this Agreement without the prior written consent of IV.

6. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto

Nothing in this Agreement shall constitute the transfer of rights in any Proprietary Information to Disclosee.

Notwithstanding the above, the Disclosee is permitted to discuss the Proprietary Information as set forth in Addendum A with consent/permission of IV which is granted upon Disclosee's acceptance of this Agreement either through email, public or private message boards.

Notwithstanding the above, the Disclosee is not permitted to discuss the Proprietary Information as set forth in Addendum B with consent/permission of IV which is granted upon Disclosee's acceptance of this Agreement.

This Agreement shall be governed by the laws of the Commonwealth of Virginia, and by entering into this Agreement, Disclosee agrees to subject him/herself to the jurisdiction of any court within the Commonwealth of Virginia.

ADDENDUM A – Open for discussion

The fact that there is an official Lands of Shadowgate Beta Test.

The fact that Disclosee is a member of the official Lands of Shadowgate Beta Test.

ADDENDUM B – Not for discussion

Any details regarding the number of people currently participating in the Beta Test.

Any details regarding the stability of the Game.

Any comments regarding the Game's overall appearance, look, feel and playability.

General comments about the Game's overall development.

Publish screenshots/movies of the Game.

Any contact/private information for IV personnel that is provided to Disclosee.

Any contact information (address, password, etc.) to any private areas, including but not limited to, chat, email and message boards.

Any comments/information that would allow people who are not currently part of the Beta Test to get access to the Beta Test through either legitimate or illegitimate means.

Any features of the Game that are unique to the Game

Any comments on any aspect of the game not covered by Addendum A above.