

BotsIQ, Inc., a California Corporation (“BotsIQ[®]”)

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Return Entry Form To
BotsIQ Registration
7865 S.W. 21 Terrace
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**BOTS IQ[®] INSTITUTIONAL OR COROPORATE OWNER
AGREEMENT AND ROBOT ENTRY FORM¹**

This Agreement (hereafter “the Agreement”) is entered into by and among **(i)** the owner identified below and the person or persons signing below as Team members (they may be individually referred to hereafter as “Owner” or “Participant” depending on context, and/or may be collectively referred to as “Team”), on the one hand; and **(ii)** BotsIQ, Inc., a California corporation on the other hand. This Agreement sets forth the terms and conditions for participation in and the respective rights and obligations of the Owner, the Participants, the Team and BotsIQ. Please read the Agreement carefully. A robot shall only be deemed entered into the competition when all Participants and Owners have signed below and this Agreement has been accepted (by signature of an authorized representative) by BotsIQ.

The Undersigned are entering into this Agreement with respect to the entry of the Robot which is named _____, (hereafter “the Robot”), which is owned by _____, which is a _____ (school, college, corporation, LLC, other) being entered into the _____ (*specify high school 120 lb., high school 15 lb., college 120 lb., college 15 lb., task orients or open*) competition, which is part of **BotsIQ’s robotic competition to be held on April 14 – 18, 2010 in Miami, FL** (the competition, including all activities in preparation for the competition are hereafter referred to as “the Event”).

The ownership of the Robot is shown on the signature page of this Agreement by the signature of the person who is the authorized, agent, representative or officer of the Owner of the Robot. To the extent that this Agreement grants rights in respect to the Character, likeness, image, name or other aspects of the Robot (hereafter “Robot Rights”) they are granted by the Owner. To the extent that this Agreement grants rights belonging to individual Participants or members of the Team supporting or operating the Robot (as shown on the signature page below, who are sometimes here after referred to as “the Team”), those rights are granted fully by the undersigned individuals, (sometimes referred to herein as “Participants”).

As used in this Agreement, an “Affiliate” of any person means all agents, employees, representatives, partners, joint venturers, affiliates, owners, officers, directors, shareholders,

¹ This form to be used for Robots owned by organizations or institutions (such as corporations, partnerships, schools or colleges). An alternative form is available to be used for robots owned by one or several individual where no formal partnership, corporation etc. has been established.

equity holders, parents, subsidiaries, predecessors, successors, licensees and assigns of such person, together with their respective shareholders, equity holders, officers, directors, agents and employees.

1. RULES AND REGULATIONS. Owner and each Participant has received the Rules and Regulations issued by BotsIQ and its Affiliates, and acknowledge that such Rules and Regulations are necessary to ensure the safety of competitors and spectators and the competitive nature of the Event. BotsIQ and its Affiliates reserves right to change or modify the Rules and Regulations from time to time, in its sole discretion and as it deems in the best interest of the Event, the competitors, and the spectators. All other information herein or otherwise relating to the Event is subject to change at the sole discretion of BotsIQ. Owner and each Participant, on their own behalf and on behalf of each Affiliate, agrees to comply at all times with any Rules and Regulations and any other instructions or directives that may be issued from time to time by BotsIQ and its representatives, whether written or oral. Each Participant agrees that BotsIQ and its representatives may, take any actions to control and/or prevent any robot action or other activity deemed by BotsIQ in its sole discretion to be unsafe, dangerous, and/or anti-competitive.

2. ACCESS TO CONTEST. The Team supporting the Robot shall be entitled to a minimum of 4 passes for admission to the pit area of the Event in which the Robot is competing. The pit passes shall not constitute spectator admission to the Event. BotsIQ shall have sole discretion to determine prices and criteria for the admission of spectators to the Event.

3. GRANT OF RIGHTS; ROYALTY PAYMENTS.

a) Grant of Rights. The parties signed below expressly agree that BotsIQ and its agents or representatives shall have the perpetual right to display, use, license, and otherwise exploit any and all rights Owner or Participants may hold, including but not limited to the following: (a) The character of the Robot including but not limited to the design and appearance of the Robot, the name of the Robot and other materials or information relating to the Robot (all referred to hereafter as “Robot Rights”); (b) Owner’s name and information relating to Owner as an organization; and (c) Participants’ identity, name, likeness, biographical data, and identity including sound, image, and any action of Participant during or in connection with the Event.

Owner and Participants grant to BotsIQ the exclusive right to photograph, film, videotape, or otherwise memorialize display and exploit in any format (now known or hereafter developed or invented) the Event including but not limited to Robot’s and their participation in the Event and any related activities or events that take place prior to, during, and/or after the Event featuring or including Participants or the Robot. BotsIQ shall have the exclusive right in perpetuity to commercially exploit the Event, the appearance of Robot and/or Participants in the Event, and any film, photograph, video, or other memorialization of the Event, in any format and through any medium including, without limitation (whether currently existing or hereafter developed), by motion picture, all forms of television, including over-the-air and any type of satellite or cable television or comparable technology whether by CATV, MDS, MMDS, DBS, STV, TVRO, SMATV, VOD (Video on Demand), SVOD (subscription video on demand) and/or VDT (Video Dial Tone), as well as internet and broadband, including both audio and audiovisual rights in whole or in part, alone or in combination with other materials, and on DVD and other digital

formats. BotsIQ's rights shall extend to any compilations and derivative works. BotsIQ shall have a perpetual, non-exclusive license to use and/or license any and all of the rights set forth herein and all aspects thereof, through any and all means (including, without limitation, licensing and/or merchandising) in perpetuity unless specifically limited herein.

Nothing set forth herein shall be construed to impose an obligation on BotsIQ to exploit the Event, any Robot, nor any rights granted hereunder. BotsIQ shall have the sole discretion whether and how to commercially exploit the Event and any rights granted hereunder. BotsIQ shall have the right to change the name or other aspects of the Robot in connection with the exercise of any merchandizing rights hereunder if that is commercially advisable.

4. SPONSORSHIP.

a) **Robot Sponsorship.** Owner or Participants may obtain sponsors and retain the sponsorship money (subject to BotsIQ's rights set forth below), *provided that* Robot's sponsors shall not conflict with BotsIQ's sponsors, TV networks it works with, merchandisers or any other party or organization which BotsIQ has a relationship with, relating in any way to the Event or the exploitation of the Event or materials derived from it. Such sponsorships must be obtained and maintained in accordance with BotsIQ's and its Affiliates Rules and Regulations in effect at the time of the Event. BotsIQ reserves the right to require any sponsor logo or other material to be removed if BotsIQ determines, in its sole discretion, that such logo or other material is not compliant with this Agreement or with BotsIQ's and its Affiliates Rules and Regulations as in effect from time to time, or is in conflict in any way with a BotsIQ sponsor. In addition, neither Owner nor any Participant shall represent or promise to any sponsor that such sponsor or such sponsor's materials or logo is or may be guaranteed any exposure whatsoever in the Event or any other event or in any television or other production of BotsIQ relating to the Event, or that they have any authority to bind or represent BotsIQ in any manner.

5. RELEASE OF LIABILITY. Owner and each person signing below acknowledges that the Event involves mechanical robots engaged in combat, and that such an activity involves risks of serious injury to persons and damage to any robot competing in the Event. Each Participant and Owner and all Affiliates thereof expressly release, waive, discharge, and hold harmless BotsIQ, and its Affiliates from any and all claims, demands, causes of action, damages and/or liabilities (including, without limitation, attorney's fees and court costs) ("Claims") that may arise or be caused, whether negligently or otherwise, in connection with the Event and/or the participation in the Event. This release shall apply to claims related to personal or bodily injury, and to claims related to damage to a robot.

6. REPRESENTATION AND WARRANTIES. Owner and each Signatory (whether representative of Owner, Participant, or other) represents and warrants that (a) Each is authorized to enter into this Agreement; (b) that Owner is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation, that the person signing on behalf of Owner is fully authorized to enter into and bind Owner to the performance of its obligations under this Agreement; (c) Signatories own or have the right to license any and all trademarks displayed on the Robot and other equipment, and any and all other rights related to the Robot, and that in connection with the Event and this Agreement, no Participant or Signatory is

infringing any intellectual property rights of any other person, including, without limitation, any rights in trademark, trade dress, copyright, patent, trade secrets, and/or rights of publicity; (d) the Robot is not the subject of any pending litigation or threatened litigation; (e) a parent or legal guardian of any Participant who is under the age of eighteen (18) years as of the date of signing this Agreement, has executed this Agreement in addition to such minor; and (f) with respect to the Robot no licensing or other Agreement has been entered into which is exclusive or which otherwise conflicts in any way with the rights granted herein.

7. NO CONSEQUENTIAL DAMAGES. Under no circumstances will BotsIQ and each of its Affiliates be liable to any other party hereto for any consequential, indirect, special, punitive or incidental damages or lost profits.

8. GOVERNING LAW AND ARBITRATION. This Agreement will be governed by and interpreted in accordance with the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement, including without limitation, the existence, validity, breach or termination thereof, and any dispute as to the rights or obligations of the parties hereto, will be finally settled by compulsory and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). Notwithstanding anything to the contrary appearing in the Agreement or the laws of any jurisdiction, a determination by BotsIQ that any license or other use by any party of any copyright, trademark, trade dress or other intellectual property right constitutes or causes a breach of the Agreement shall be binding and accepted for all purposes in any arbitration conducted under this Agreement, unless such determination shall be shown to be incorrect by clear and convincing evidence. The arbitration proceeding will take place in San Francisco, California. The arbitration panel will consist of a single arbitrator chosen in accordance with the rules of the AAA. Any arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The prevailing party, as determined by the arbitrator, shall be entitled to reasonable attorneys’ fees and the costs of the arbitration (including the arbitrator’s fees). Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. In addition to any other power or authority the arbitrator may possess, the arbitrator is specifically authorized to grant injunctive relief, including, without limitation, orders of specific performance. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement.

9. FORCE MAJEURE, CANCELLATION OR POSTPONEMENT. If the Event is not conducted as a result of any cause beyond BotsIQ’s reasonable control, such as fire to the Event site, natural catastrophes, governmental acts or omissions, laws or regulations, or labor strikes or difficulties, BotsIQ shall not be liable to Owner or any Participant or any other party, except that BotsIQ shall be obligated to refund any entry fees paid for the Event on written request therefore. Any Participant who fails to attend the Event for any reason shall forfeit his or her entry and related fees. Although we don’t anticipate this happening, BotsIQ reserves the right to cancel or postpone the Event. In the event of such cancelation, Entry fees will be refunded.

10. MISCELLANEOUS.

a) **Waiver, Amendment, Modification.** Except as otherwise provided above, any waiver,

amendment or other modification of the Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. The waiver by either party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or different right or remedy in subsequent instances.

b) Severability. If any provision of the Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

c) Assignment. Owner and Participants may not assign or delegate any rights or duties under this Agreement without the prior written consent of BotsIQ. The obligations and duties of the Agreement shall be binding upon the parties, their successors and permitted assigns, and the rights of the Agreement shall inure to the benefit of permitted successors and assigns. The parties expressly agree that BotsIQ shall be permitted to assign, transfer, and/or encumber the Agreement in whole or in part in its sole discretion.

d) Indemnity. Owner and each Participant shall indemnify, hold harmless, and defend BotsIQ and each of its Affiliates from and against any and all liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements and expenses (including reasonable attorneys, fees and court costs) which may be suffered, made or incurred by any of such Indemnitees arising out of any breach or alleged breach of any of the covenants, warranties, representations and Agreements made herein, including without limitation, claims relating to or based upon (i) unauthorized use-of, or infringement of any patent, trademark, design, copyright or other proprietary or privacy right of any third party by any Party or anyone acting in concert with, or at the direction of, any Party, (ii) violation or misappropriation of any right of any third party; and (iii) any claims, acts, actions, Agreements or events arising out of or relating to any sponsor's sponsorship of any Participant or any Robot, regardless of whether such sponsor was approved by BotsIQ. Each Party shall give BotsIQ prompt written notice of the institution of any action or the making of any claim alleging a breach hereunder. BotsIQ shall have the right to control all aspects of the disposition of such claim, and each Party shall cooperate with BotsIQ in connection therewith. Each Party and each Affiliate thereof further agree to indemnify and hold harmless BotsIQ and its Affiliates from any and all Claims that may be asserted against BotsIQ related to the design, maintenance, appearance, and/or operation of any robot and of any Participant, or with respect to any intellectual property rights related thereto.

e) No Obligation to Exercise. Anything herein to the contrary notwithstanding, BotsIQ shall not be obligated to exercise any right granted to BotsIQ under this Agreement, and BotsIQ shall in no event incur any liability for failure to exercise any such right. BotsIQ may exercise, or decline to exercise, any right granted or created by the Agreement in BotsIQ's sole and complete discretion.

f) Confidentiality. "Confidential Information" means any information relating to any scoring, statistics, match results or similar information arising out of or relating to the Event, the contests included in the Event or the expectations or results of the Event or such contests. Confidential Information shall also include any information relating to the staging or conduct of a BotsIQ event acquired through participation in the Event and not generally available to the public. Owner and Participants will treat and hold as confidential all of the Confidential Information, refrain from using any of the Confidential Information, and deliver promptly to BotsIQ or

destroy, at the request and option of BotsIQ, all tangible embodiments (and all copies) of the Confidential Information which are in the possession or under the control of such Participant. If Confidential Information is stored electronically, on a computer or otherwise, on BotsIQ request for return of Confidential Information it shall be deleted in a manner which shall prevent recovery. The foregoing provisions shall not apply to (i) any Confidential Information which is generally available to the public immediately prior to the time of disclosure, (ii) to the extent any disclosure of Confidential Information is required by applicable law or judicial process or is made with the prior written consent of BotsIQ.

11. ENTIRE AGREEMENT. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the Agreement among Owner and each Participant and their respective Affiliates and BotsIQ with respect to its subject matter, and supersedes all prior Agreements, writings or understandings, whether oral or in writing. *Provided however* that the BotsIQ and its Affiliates Rules applicable to the Event, as they may be amended from time to time shall also be applicable. In the event of any conflict between the provisions of the Rules and this Agreement, the Agreement shall govern. By signing this document, Owner and each Participant, and each Affiliate thereof, hereby agrees to be bound by the promises, terms, releases, and conditions set forth above.

Signature And Designation Pages:

1. DESIGNATION OF TEAM REPRESENTATIVES: The undersigned hereby designate _____ (print or type name) as their Designated Team Representative.

2. SIGNATURES

By signing below, Owner and/or Participants, and each individual and/or entity affiliated with them, hereby agree to be bound by the promises, terms, release and conditions set forth above. The members of the Team are the individuals named and signing below. All hereby agreed to be bound individually and collectively by this Agreement. All are adults (that is, as of date of signing are age 18 or older) except where otherwise noted. Participants under the ages of 18 must have an accompanying parent of guardian.

OWNER OF ROBOT:

Name of Owner Organization: _____

Authorized Signatory: _____ (Title or Authority)

By: _____

Print Name: _____

Date: _____

MEMBERS OF TEAM SUPPORTING ROBOT SIGN HERE:

Team Member Signature: _____

Print Name: _____

Parent Signature (if under 18): _____

Print Name: _____

Relationship to Minor: _____

Date: _____

Team Member Signature: _____

Print Name: _____

Parent Signature (if under 18): _____

Print Name: _____

Relationship to Minor: _____

Date: _____

Team Member Signature: _____

Print Name: _____

Parent Signature (if under 18): _____

Print Name: _____

Relationship to Minor: _____

Date: _____

Team Member Signature: _____

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Date: _____

Team Member Signature: _____

Print Name: _____

Parent Signature (if under 18): _____

Print Name: _____

Relationship to Minor: _____

Date: _____

Team Member Signature: _____

Print Name: _____

Parent Signature (if under 18): _____

Print Name: _____

Relationship to Minor: _____

Date: _____

(add copies of signature page as needed)

THE FOREGOING IS AGREED AND ACCEPTED:

BotsIQ, Inc., a California Corporation

By: _____

Print Name and Title: _____

Dated: _____