

END USER LICENSE AGREEMENT FOR MOTIONX-POWERED DEVICES AND RELATED APPS

This End-User License Agreement (this “**EULA**”) is a legal agreement between you and Fullpower® Technologies, Inc. (“**Fullpower**”) regarding your use of certain software and services designed to work in connection with your activity and/or sleep monitoring device running MotionX firmware (the “**Device**”), including but not limited to: the MotionX® firmware installed on the Device (the “**Firmware**”), the MotionX® 365 mobile and/or web application (the “**App**,” and together with the Firmware, the “**Software**”), and the services Fullpower provides in connection with the Software (the “**Services**”), as each may be updated, supplemented, or replaced by Fullpower from time to time, (collectively, the “**System**”), as well as any data or content that is accessed or utilized by the System. By installing or using the any part of the System, you agree to be bound by the terms of this End-User License Agreement (this “**EULA**”). If you do not agree to the terms of this EULA, you are not entitled to use the System and must uninstall the Software from all of your devices. If you have recently purchased your Device and you do not agree to the terms of this EULA, you may return the Device to the retailer from which you purchased the Device, subject to the retailer’s return policy.

You must be at least 14 years of age to create an account to use the System. If you are at least 14 years of age, but under 18 years of age, you may create an account to use the System only with the consent of your parent or guardian after they have read this EULA. By creating an account to use the System you are certifying to Fullpower that: (a) if you are at least 14 years of age, but under 18 years of age, you have obtained the consent of your parent or guardian after they have read this EULA, or (b) you are 18 years old or older and that you are legally permitted to enter into this EULA.

IMPORTANT, READ CAREFULLY - DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION. The “DISPUTE RESOLUTION” SECTION OF THIS EULA CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS, LIMITS YOUR ABILITY TO SEEK RELIEF IN A COURT OF LAW, WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR A JURY TRIAL, AND LIMITS THE TIME IN WHICH YOU MAY MAKE A CLAIM.

License. Subject to the terms and conditions of this EULA, and any additional software license terms that accompany any downloads or updates, Fullpower grants you a non-exclusive, revocable, non-transferable, non-assignable license (without right of sublicense) to: (a) use the Firmware, solely in machine executable object code form, on a single Device that you own or control, (b) install and use one copy of the App, solely in machine executable object code form, on your personal mobile device, solely to the extent permitted by the terms and conditions of the app store through which the App was offered to you (the “**App Store Terms**”), and (c) use the Services as they may be provided to you; in each case, solely for your personal, non-commercial use. In the event of any conflict between this EULA and the App Store Terms, this EULA shall control. You acknowledge that Fullpower has no control over the App Store Terms and has no responsibility or liability for any changes in the App Store Terms or the app store’s services.

Updates. In its discretion, Fullpower may offer updates to the Firmware and/or to the App (each, an “**Update**”). These updates may expand, diminish, or change the features or functionality of the Firmware or the App. Fullpower grants you a limited non-exclusive license to download Firmware Updates that may be made available by Fullpower for your Device to update or restore the Firmware on your Device, subject to the terms and conditions of this EULA applicable to the Firmware, and subject to any additional terms that accompany such Update. Fullpower grants you a limited non-exclusive license to download App Updates that may be made available by Fullpower to update or restore the software on your personal mobile device, subject to the terms and conditions of this EULA applicable to the App, and subject to any additional terms that accompany such Update. Updates may be made available to you

through the App, and may allow you to choose whether or not to install the Update. If you do not install an Update, the functionality of the System could be compromised.

System Requirements. Use of the System requires an iOS or Android mobile device, such as a tablet or smart phone, capable of Bluetooth connectivity, and use of the Services requires internet connectivity and internet or Wi-Fi access. You acknowledge and agree that all such system requirements are your responsibility. Use of the Services involves transmission of data to and from your mobile device, and such transmission may cause you to incur charges under your data plan. You acknowledge and agree that all such charges are your responsibility.

Restrictions. The System and any related documentation are protected by applicable intellectual property and other laws, including without limitation United States copyright and patent laws and international treaty provisions. You may not copy (except as expressly permitted in this EULA), modify, adapt, translate into any language, distribute, or create derivative works based on the System or any part of it without the prior written consent of Fullpower. You may not assign this EULA or any of the rights or licenses granted under this EULA or rent, lease, or lend the System or any part of it to any person or entity, except that you may make a one-time permanent transfer of all of your rights under this EULA to another party in connection with the permanent transfer of ownership of your Device, provided that you do not retain any copies of the Software and the party receiving the Device and Software reads and agrees to be bound by this EULA. Any attempted sublicense, transfer, or assignment in violation of this EULA is void. You acknowledge that the System contains proprietary trade secrets of Fullpower and its suppliers. You agree not to decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the System or any part of it by any means whatsoever and you agree not to encourage or assist any other person to do so, except to the extent the foregoing restriction is prohibited by applicable law, and you agree not to interfere with or circumvent the security of the System, including without limitation by accessing or attempting to access any account that you are not authorized to access. You agree that you will use the System only in accordance with all applicable all U.S. and foreign local, state, federal, national, and provincial statutes, regulations, rules, and orders, all international treaties, and all other laws (each, a “**Law**”) and only within the express scope of the license granted in the “License” section above. You agree to use the System only in a safe manner, and agree that you are responsible for complying with all applicable Laws and industry guidelines that prohibit or limit the use of the System in certain circumstances, such as Laws prohibiting the use of the App while operating a motor vehicle.

Ownership. The System is licensed, and not sold, to you under this EULA. You have no ownership rights in the System, Services (as defined below) or any related documentation. Fullpower and its suppliers retain all right, title, and interest in and to the System and Services (including any changes, modifications, or corrections thereto) and any related documentation.

Trademarks. The Fullpower® and MotionX® names and logos, as well as other trademarks, names, and logos used in connection with the System, are trademarks or registered trademarks of Fullpower or its licensors or licensees. Ownership of these trademarks, names, and logos, and the goodwill associated with them, remains with Fullpower or those other entities, and you are not authorized to use any such trademarks, names, and logos except as expressly provided in this EULA.

Suggestions. If you elect to provide or make available to Fullpower any suggestions, comments, ideas, improvements, or other feedback or materials related to any Fullpower product or otherwise (collectively, “**Suggestions**”), Fullpower will be free to use, disclose, reproduce, modify, license, transfer and otherwise utilize and distribute your Suggestions in any manner. You will be entitled to no compensation or credit for, nor gain any right, title or interest in or to, any implementation of your Suggestions by Fullpower,

including, without limitation, any Fullpower product that incorporates or otherwise is based on your Suggestions, including without limitation any upgrades or changes to the System or Services.

Uploads and Accounts. The System may provide functionality through which you may be able to upload information (such as steps, recorded walks, or sleep records) about your use of the System (collectively, “**Uploads**”) to servers owned or controlled by Fullpower or its collaborators, view your Uploads through the App, and share your Uploads with others (the “**Upload Service**”). In order to use the Upload Service, you must create an account consisting of a username and a password. You are responsible for maintaining the security of your account and the confidentiality of your password, and you are solely responsible for all activities by users utilizing your account. Fullpower reserves the right to suspend or limit your access to the System or require you to alter your password if Fullpower believes that your password is no longer secure. **YOU AGREE THAT FULLPOWER WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO ADEQUATELY SAFEGUARD YOUR USERNAME OR PASSWORD.** If you use the Upload Service, you authorize Fullpower to retain your Uploads on its servers, to reproduce, publish and make your Uploads available through the App when accessed using your username and password, to share your Uploads as directed by you, and to disclose the user name you submitted with your Uploads.

Sharing. The System may provide functionality through which you are able to share information (such as steps, recorded activity, or sleep records) (“**Shared Information**”) about your use of the System through one or more social networking services, such as Facebook or Twitter, by sending an email message through an email service provider to an email address designated by you, or through other messaging services (such functionality being the “**Sharing Service**”). This EULA refers to social networking services, email services, and other messaging services as “**Third Party Services**”. If you use such functionality, you authorize Fullpower to reproduce, publish, transmit, and make your Shared Information available to the applicable Third Party Services and the applicable addressees. Your use of Third Party Services through the System is subject to the terms and conditions and privacy policies applicable to such Third Party Services (the “**Third Party Terms**”). By using any functionality of the System that allows you to share Shared Information through any Third Party Services, you agree to be bound by the Third Party Terms applicable to such Third Party Services, in addition to this EULA. Fullpower is not affiliated with or endorsed by the Third Party Services. Fullpower has no control over the availability, quality, features, or any other aspect of Third Party Services, or any modification, suspension, or termination of Third Party Services, and Fullpower is not responsible for, and does not make any guarantees or warranties about, Third Party Services. Fullpower is not responsible for any misdirected messages.

Services. In addition to the Upload Service and the Sharing Service, the System may provide functionality through which you are able to receive other Services from Fullpower. Fullpower may charge for any Services, but will notify you before you incur any charges.

Limitations regarding the Services and System. Fullpower, without any liability to you, (a) may suspend or cease providing, may limit, or may disable access to all or part of the System or any features or content of the System at any time with or without notice to you, (b) will have no obligation to you to provide any Services, (c) may change the form and nature of any aspect of the System at any time with or without notice to you, (d) will have no liability whatsoever to you or any third party for any failure of the System or Services to transmit your Uploads to or from Fullpower’s servers or to transmit your Shared Information to any Third Party Service or any email address or any social networking service, and (e) will have no obligation to retain your Uploads (or any other materials you may provide to Fullpower) on its servers or return your Uploads (or any other materials you may provide to Fullpower) to you before deleting them from its servers.

Storage. The System may provide functionality through which you are able to store information (such as steps, walk records, or sleep records) on the device on which you are using the System. Fullpower will have no liability whatsoever to you or any third party for any failure of the System to store any such information on such device.

Personal Information and Location Data. By using the System, you agree to the collection, retention, processing, and use of your personal data (including the location of your mobile device) by Fullpower and its suppliers and to the storage and processing of such personal information on computers located both inside and outside of the country in which you reside. Even though Fullpower has taken steps intended to protect your personal information from being intercepted, accessed, used, or disclosed by unauthorized persons, Fullpower cannot fully eliminate security risks associated with your personal information and cannot guarantee that its systems will not be breached. Your submission of any information in connection with the System is at your sole risk. See Fullpower's Privacy Policy at <http://www.motionx.com/home/privacy-policy/> for additional information regarding Fullpower's collection, retention, processing, and use of your personal information. If you do not wish to have your data processed by Fullpower and its suppliers in accordance with their respective privacy policies, then you must not use the System. Some features of the System may require location data in order to function properly. By using those features, you agree that Fullpower may collect, retain, transmit, process, and use location data related to your use of the System and the location of your Device and/or the personal mobile device on which the App is installed, subject to Fullpower's privacy policy. If available, you may change the settings on your personal mobile device so that it will not track or transmit location information, but System features that rely on that data will not function properly.

Disclaimer of Warranty. You may have a warranty that covers your Device. Any such warranty applies only to the Device, and not the System, and was not provided by Fullpower. Fullpower has no obligation under any such warranty. THE SYSTEM AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, AND PERFORMANCE OF THE SYSTEM AND SERVICES IS WITH YOU. SHOULD THE SYSTEM OR SERVICES PROVE DEFECTIVE, NONE OF FULLPOWER, ITS AFFILIATES, ITS LICENSORS OR SUPPLIERS, OR ANY PROVIDER OF ANY APP STORE THROUGH WHICH THE APP WAS OFFERED TO YOU, OR ANY OF FULLPOWER'S OR ITS AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, OR AGENTS (COLLECTIVELY, THE "**FULLPOWER PARTIES**"), HAVE ANY LIABILITY FOR THE SERVICING AND/OR REPAIR OF YOUR DEVICE OR ANY PART OF THE SYSTEM. THE FULLPOWER PARTIES HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SYSTEM AND SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THE FULLPOWER PARTIES DO NOT WARRANT THAT THE SYSTEM OR SERVICES WILL MEET YOUR REQUIREMENTS IN ANY RESPECT, OR THAT THE OPERATION OF THE SYSTEM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SYSTEM OR SERVICES WILL BE COMPATIBLE WITH ANY THIRD-PARTY SOFTWARE OR DEVICES, OR THAT THE SYSTEM WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, OR VIRUSES, OR THAT ERRORS IN THE SYSTEM OR SERVICES OR NONCONFORMITY TO ITS OR THEIR DOCUMENTATION CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO FULLPOWER TO GRANT THE LICENSE CONTAINED IN THIS EULA AND TO PROVIDE YOU WITH ACCESS TO THE SYSTEM AND SERVICES. NO ORAL OR WRITTEN PROMISE, ADVISE, OR INFORMATION PROVIDED TO YOU BY ANY SELLER OR DISTRIBUTOR OF DEVICES, ANY FULLPOWER LICENSEE, OR ANY REPRESENTATIVE OF FULLPOWER WILL CREATE ANY WARRANTY OBLIGATION OF FULLPOWER. THE FULLPOWER PARTIES DISCLAIM ALL EQUITABLE INDEMNITIES.

Not for Medical or Critical Use; Use of the System is at the User's Own Risk. THE SYSTEM AND SERVICES ARE FOR ENTERTAINMENT AND/OR FITNESS PURPOSES ONLY AND ARE NOT INTENDED TO DIAGNOSE, PREVENT, CURE, OR TREAT ANY DISEASE OR OTHER MEDICAL CONDITION. CONSULT WITH YOUR DOCTOR BEFORE STARTING ANY EXERCISE PROGRAM AND TAKE CARE WHEN EXERCISING. YOU AGREE THAT YOU, AND NOT ANY OF THE FULLPOWER PARTIES, ARE RESPONSIBLE FOR ALL RISKS OF ANY EXERCISE OR OTHER ACTIVITY THAT YOU UNDERTAKE AND FOR ANY PARTICULAR ACTIVITY OR SLEEP OUTCOME (OR FAILURE TO ACHIEVE ANY SUCH OUTCOME). THE SYSTEM AND SERVICES MAY NOT BE USED FOR SAFETY OR LIFE APPLICATIONS, AS AN ALARM, FOR EMERGENCY COMMUNICATIONS, OR FOR ANY OTHER APPLICATION IN WHICH THE ACCURACY OR RELIABILITY OF, OR ANY FAILURE OF, THE SYSTEM OR SERVICES COULD CREATE A SITUATION WHERE PERSONAL INJURY, DEATH, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE MAY OCCUR. BY USING THE SYSTEM YOU ASSUME ALL RESPONSIBILITY AND RISK.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY FULLPOWER PARTY OR ANY FULLPOWER LICENSEE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OR CORRUPTION OF DATA, DAMAGE TO ANY COMPUTER OR DEVICE, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS EULA, YOUR USE OF OR INABILITY TO USE THE SYSTEM OR SERVICES, YOUR USE OF OR RELIANCE ON ANY DATA YOU MAY ACCESS IN CONNECTION WITH YOUR USE OF THE SYSTEM OR SERVICES, OR ANY ACTIVITIES WITH WHICH YOU USE THE SYSTEM OR SERVICES, EVEN IF SUCH FULLPOWER PARTY OR LICENSEE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHOULD ANY FULLPOWER PARTIES BE FOUND TO BE LIABLE TO YOU OR ANY THIRD PARTY NOTWITHSTANDING THE FOREGOING, SUCH LIABILITY WILL NOT EXCEED \$100.00 IN THE AGGREGATE.

Exclusions. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that Fullpower may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Fullpower's liability shall be the minimum permitted under such applicable law.

Termination. This EULA is effective until it is terminated. You may terminate this EULA at any time by destroying all copies of the Software and related documentation in your possession or under your control and ceasing all use of the System and Services. This EULA will automatically terminate if you violate any of the terms of this EULA. Upon termination of this EULA, all license rights granted to you shall immediately terminate. However, all other provisions of this EULA shall survive such termination.

Export Laws. You acknowledge that the laws and regulations of the United States and other countries restrict the export and re-export of commodities and technical data. You agree that you will not export or re-export the System or any part of it in any form in violation of the Laws of the United States or any foreign jurisdiction. By installing the Software or using the System, you represent and warrant that you are not (a) a national or resident of any country to which the United States has embargoed goods, or (b) on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial and Prohibition Orders. You also agree that you will not use the System or any part of it for any purposes prohibited by any applicable Law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

Use Outside the United States. The System is not available for use in all countries or regions, nor is it translated into all languages. Fullpower makes no representation that the System, or any part of it, is available or appropriate for use in any particular location. To the extent you choose to use or access the System outside the United States, you do so at your own initiative and you are responsible for compliance with all applicable Laws, including without limitation all privacy laws.

U.S. Government End Users. The Software and related documentation are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Software and related documentation are being licensed to U.S. Government end users (a) only as “Commercial Items,” and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Miscellaneous. This EULA, including the Fullpower privacy policy which is incorporated by reference, is the entire agreement between you and Fullpower with respect to, and supersedes any previous oral or written communications or documents (including, if you are obtaining an update, any agreement that may have been included with an earlier version of any part of the System) concerning, the subject matter of this EULA. In no event shall any additional or inconsistent term in any purchase order or similar document submitted by you modify the terms of this EULA.

This EULA is governed by the laws of the State of California, USA, as such laws apply to contracts between California residents entered into and performed entirely in California (notwithstanding your place of residency), except that the dispute resolution clause below shall be enforced and interpreted exclusively in accordance with applicable U.S. federal law, including the U.S. Federal Arbitration Act. This EULA will not be governed by the U.N. Convention on Contracts for the International Sale of Goods. If any provision of this EULA is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this EULA will remain in full force and effect. Failure by Fullpower to prosecute any right with respect to a default hereunder will not constitute a waiver by Fullpower of the right to enforce rights with respect to the same or any other breach.

Dispute Resolution. **BY AGREEING TO THIS EULA, YOU AGREE TO RESOLVE ANY DISPUTE BETWEEN YOU AND FULLPOWER BY INDIVIDUAL BINDING ARBITRATION, AS DESCRIBED IN THIS SECTION. PLEASE READ THIS DISPUTE RESOLUTION PROVISION CAREFULLY, AS IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW ANY CLAIMS YOU AND FULLPOWER HAVE AGAINST EACH OTHER ARE RESOLVED.** You and Fullpower agree to binding arbitration to resolve all disputes and claims arising out of or relating to this agreement or to your use of the System. If you are a resident of country other than the United States, then Fullpower and you agree to submit to the personal jurisdiction of the U.S. federal court in San Francisco, California in order to compel arbitration, to stay proceedings pending arbitration, and/or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. By agreeing to binding arbitration, you and Fullpower are giving up the right to litigate a dispute in court before a judge or jury, and the ability to appeal an arbitrator’s award will be limited to the rights available under the U.S. Federal Arbitration Act. In an arbitration proceeding, an arbitrator will be empowered to award, on an individual basis, damages or other relief, subject to the rules of arbitration described below. Notwithstanding the foregoing, you may choose to litigate a dispute in small claims court if small claims court is available in your jurisdiction and if your claims qualify, and either Party shall be entitled to seek preliminary injunctive relief or other temporary relief in any court of competent jurisdiction at any time.

The arbitration shall be binding and be conducted by the American Arbitration Association (AAA) before a single neutral arbitrator. Questions of arbitrability (*i.e.*, whether a claim should be decided by the arbitrator or by a court) shall be for the arbitrator to decide. The arbitration shall be conducted in English, unless both parties mutually agree that it may be conducted in another language.

The arbitration shall be conducted under the AAA's Consumer Arbitration Rules, unless the parties agree that the Consumer Arbitration Rules should nevertheless apply. For more information about these rules or about the AAA, visit www.adr.org, or call 1-800-778-7879.

You may choose to have the arbitration conducted by telephone, based on written submission, or in person in San Francisco, CA or at another mutually agreed location.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, except that for claims totaling less than \$10,000, Fullpower will pay all applicable arbitrator's fees and will not seek reimbursement from you unless the arbitrator determines the claims are frivolous. If the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was designated (or if we did not make you a settlement offer before the arbitrator was designated), then Fullpower will pay you the amount of the award or \$1,000, whichever is greater, and reimburse any expenses (including reasonable attorney's fees) that you reasonably accrue for investigating, preparing, and pursuing your claim in arbitration.

You and Fullpower agree that any dispute resolution proceedings will be conducted only on an individual basis, and that neither party may bring claims against the other as a plaintiff or class member in any purported class or representative action or proceeding, including any private attorney general action or consolidated proceeding. No arbitration or proceeding can be combined, consolidated, or joined with another arbitration or proceeding without the prior written consent of all parties to the arbitration or proceeding. The arbitrator may award relief in favor of or against only the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

If for any reason a claim proceeds in court rather than in arbitration, you and Fullpower each waive any right to a jury trial.

If any portion of this "Dispute Resolution" section is found to be invalid or unenforceable by a tribunal of competent jurisdiction, that portion shall be severed, and the remaining provisions shall remain in full force and effect.

YOU MUST FILE A COMPLAINT WITH AAA OR A PERMITTED COURT WITHIN ONE YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A CLAIM, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENT OR FACTS.

Contact Us. You may contact us at Fullpower Technologies, Inc., 1200 Pacific Avenue, Suite 300, Santa Cruz, CA 95060, USA and visit <http://www.motionx.com/> for Software support issues.

End-User Terms Required by App Stores. Notwithstanding anything in this EULA to the contrary, you have no greater rights to use the App than are permitted under the Usage Rules in the App Store Terms of Service (the "**Usage Rules**"), you may not use the App in any way that conflicts with the Usage Rules, and you may only use the App on an Apple-branded product running iOS that you own or control, as permitted by the Usage Rules. You and Fullpower each acknowledge and agree that (i) this EULA is

concluded between you and Fullpower, and not Apple, Inc. (“**Apple**”); (ii) Fullpower, and not Apple, is solely responsible for the App; (iii) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (iv) in the event of any failure of the App to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price you paid for the App, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, as between Fullpower and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Fullpower’s sole responsibility subject to the terms of this EULA; (v) Fullpower, not Apple, is responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; (vii) in the event of any third party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, as between Fullpower and Apple, Fullpower, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; and (viii) Apple and its subsidiaries are third party beneficiaries of this EULA and, upon your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary hereof. You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You must comply with applicable third party terms of agreement when using the App. **YOUR USE OF THE APP IS AT YOUR SOLE RISK. DATA (INCLUDING ANY LOCATION DATA) MAY NOT BE ACCURATE.**