

SDK LICENSE AGREEMENT

This SDK License Agreement (the “**Agreement**”) is a legal agreement between you (either an individual or an entity) (“**You**” or “**Licensee**”) and U Grok It, Inc. (“**U Grok It**” or “**We**”) setting forth the terms and conditions under which U Grok It will grant You the right to access and use the U Grok It SDKs (as defined in Section 1 below). BEFORE YOU AGREE TO THIS AGREEMENT OR OTHERWISE DOWNLOAD, ACCESS OR USE THE U GROK IT SDKs, CAREFULLY READ THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS IN THE AGREEMENT, DO NOT DOWNLOAD, USE OR ACCESS THE U GROK IT SDKs. BY ACCESSING OR USING THE U GROK IT SDKs OR BY CLICKING “I ACCEPT”, YOU ARE SIGNING THIS AGREEMENT, AND ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT.

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U Grok It has developed an RFID reader that is compatible with certain smartphone devices (“**U Grok It Reader**”). Third parties, including U Grok It customers and users of U Grok It Devices, may develop mobile software applications for use with U Grok It Readers for the iOS and Android technology platforms using U Grok It’s software development kits.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 “Documentation” means any documentation for the U Grok It SDKs furnished to Licensee by U Grok It.

1.2 “Licensee Products” means mobile software applications developed by Licensee that use, are based on, or incorporate, in executable code form, the U Grok It SDKs for iOS or Android platforms that are for use only in conjunction with U Grok It Readers.

1.3 “U Grok It SDKs” means (a) the U Grok It software development kits made available by U Grok It to Licensee; and (c) any modified, updated, or enhanced versions of the foregoing that U Grok It may provide to Licensee from time to time.

1.4 “U Grok It Technology” means the U Grok It SDKs and U Grok It Readers and related proprietary technology and intellectual property rights.

2. License.

2.1 License Grant. Subject to the terms and conditions of this Agreement (including all schedules and exhibits), U Grok It grants to Licensee a limited, non-exclusive, non-transferable, royalty free, fully paid up license (without the right to sublicense), during the term of this Agreement, under all of U Grok It’s rights in the U Grok It SDKs, to use, reproduce, perform, and display the U Grok It SDKs in accordance with the Documentation for the sole purpose of developing Licensee Products for use only with U Grok It Readers and incorporating the U Grok It SDKs, in executable code form only, into such Licensee Products.

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3.2 Ownership by Licensee. Subject to U Grok It's underlying rights in any intellectual property in the U Grok It SDKs, Documentation, U Grok It Technology, Licensee shall own all title and interest in and to the Licensee Products.

4. No Support, Maintenance or Development Services. U Grok It has no obligation to provide any support, maintenance or development services or assistance under this Agreement. The parties may enter into a separate agreement in relation to such services.

5. Disclaimer of Warranties.

5.1 No Warranty. The U Grok It SDKs are provided to Licensee "AS IS" and "AS AVAILABLE." U Grok It makes no representations, warranties, guarantees, or conditions of any kind regarding the U Grok It SDKs. WITHOUT LIMITING THE PREVIOUS SENTENCE, U GROK IT DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, CONDITIONS, OR DUTIES INCLUDING, WITHOUT LIMITATION, THOSE REGARDING (I) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR ACCURACY, (II) THE U GROK IT SDKS BEING FREE OF VIRUSES, BUGS OR ERRORS, (III) RESULTS OR PERFORMANCE OF THE U GROK IT SDKS OR LICENSEE PRODUCTS. LICENSEE IS SOLELY RESPONSIBLE AND LIABLE FOR THE LICENSEE PRODUCTS.

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6. Limitation of Liability. U Grok It's total, cumulative liability arising from or relating to this Agreement, under any and all theories of liability and causes of action (whether in tort, in contract, or otherwise), will be limited to direct damages up to an aggregate amount of one hundred dollars (\$100). Without limiting the previous sentence, in no event will U Grok It be liable for any lost profits, loss of data, or other consequential, incidental, indirect, special, exemplary, or punitive damages arising from or relating to this Agreement.

THIS LIMITATION ON LIABILITY IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN U GROK IT AND LICENSEE, AND U GROK IT WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH LIMITATION.

7. Term; Termination.

7.1 Term. The term of this Agreement shall begin on the Effective Date and remain in effect until terminated as allowed in this Agreement.

7.2 Termination. Licensee may terminate this Agreement at any time by ceasing use of the U Grok It SDKs. In the event that either Party shall cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, (except that both Parties shall be permitted in their receivables to financial institutions), suffers or permits the appointment of a receiver for its business or assets or shall avail itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then the other party may, at its sole option, terminate this Agreement pursuant to the provisions set forth above. U Grok It may terminate this Agreement by delivering written notice to Licensee if Licensee breaches any term of this Agreement and fails to cure the breach within 5 days of written notice from U Grok It identifying the breach.

7.3 Effect of Termination or Expiration. Sections 1, 3, 5, 6, 7, 7.3, 8, and 9 of the body of this Agreement. Upon expiration or termination of this Agreement Licensee shall immediately cease all use of the U Grok It SDK and within five (5) days after such expiration or termination return all copies of the U Grok It SDKs and the Documentation to U Grok It, or destroy all such copies and provide written certification of such destruction to U Grok It. All other rights and obligations shall cease upon the termination or expiration of this Agreement, other than liabilities that arose prior to such termination or expiration.

8. Indemnification. Licensee agrees to indemnify, defend, and hold U Grok It, its licensors, successors, officers, suppliers, directors and employees harmless from any and all third party actions, causes of action, claims, demands, costs, liabilities, expenses and damages, including reasonable attorneys' fees, arising out of or in connection with Licensee Products or Licensee's use of the U Grok It SDKs.

9. Miscellaneous. Licensee represents and warrants that it will maintain high standards of professionalism and will at all times comply with all applicable laws and regulation in relation to its use of the U Grok It SDKs and will refrain from any unethical conduct or any other conduct that tends to damage the reputation of U Grok It or the U Grok It SDKs. The parties are independent contractors with respect to one another, and this Agreement is not intended to establish any partnership, joint venture, employment, or other relationship between the parties except that of independent contractors. Neither party will have any power or authority to make any commitment or undertake any obligation on behalf of the other party, and each party agrees not to hold itself out as having any such power or authority. Licensee may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including its licenses with respect to the U Grok It SDKs) or delegate any of its duties under this Agreement to any third party without U Grok It's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. The construction, validity and performance of this Agreement shall be governed in all respects by Colorado law, without application of its conflicts of laws provisions. Any suit, dispute, or proceeding arising from or related to this Agreement shall be brought only in the federal and state courts in Denver, Colorado, and the parties hereby irrevocably submit to the exclusive jurisdiction of those courts. All notices which are required to be given hereunder shall be in writing and shall be sent to U Grok It at 309 Blackberry Lane, Steamboat Springs, CO 80487 and to Licensee at the address indicated by Licensee in the order process, or the address either party may designate by notice given in accordance with the provisions of this paragraph. Any such notices may be delivered personally or by First Class pre-paid letter or facsimile transmission and shall be deemed to have been served if by personal delivery when delivered, or by First Class post forty-eight hours after posting and if by facsimile transmission by the record from the senders facsimile equipment that all pages of the transmission were safely received by the recipient. Licensee acknowledges that U Grok It could suffer immediate and irreparable harm for which monetary damages might be an inadequate remedy if Licensee were to breach Section 2, 3, or 5. Licensee therefore expressly agrees that notwithstanding the Governing Law provision in this Section 9, U Grok It may seek equitable relief in any jurisdiction or venue, including injunctive relief, to protect its rights and interests under Section 2, 3, or 5, in addition to such other remedies as may be available at law or in equity. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that

ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Unless expressly stated otherwise, whenever a party's approval or consent is required under this Agreement, such party may grant or withhold its consent or approval in its discretion, and references in this Agreement to a party's "discretion" mean such party's sole and absolute discretion. All references in this Agreement to "Sections" are intended to refer to sections of this Agreement. The English language version of this Agreement will be used in construing and interpreting this Agreement if this Agreement is ever translated into any other language. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement represents the entire Agreement between the parties, and supersedes all prior agreements and understandings with respect to the matters covered by this Agreement.