



CONVERSION KIT AGREEMENT FORM

Dear GLOBAL VR® Operator:

Congratulations on the purchase of your EA SPORTS™ PGA TOUR® Golf Conversion Kit. We are certain that you will enjoy greatly increased earnings when you install this Kit into your older game cabinets.

We would appreciate it if you would take a moment to read, sign, and return this agreement to GLOBAL VR at your earliest convenience. It is important, not just for GLOBAL VR, but also for our partners, as it protects the copyrights and trademarks of EA SPORTS™ PGA TOUR® Golf as well as specifies requirements for game cabinets so that they may legally participate in GLOBAL VR tournaments.

Feel free to call us with any questions you may have about this or any other GLOBAL VR product.

We appreciate your business and look forward to our mutual success!

- GLOBAL VR Management

Conversion Kit Compliance Agreement

The purpose of this Conversion Kit Compliance Agreement (“Agreement”) is to obtain Company’s acceptance of and commitment to abide by the following terms and conditions, listed on the back, with regards to Company’s use of the EA SPORTS™ PGA TOUR® Golf Conversion Kit. BY SIGNING BELOW, COMPANY CONFIRMS ITS ACCEPTANCE OF THE KIT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOUR COMPANY DOES NOT AGREE TO BE BOUND BY THESE TERMS THEN IT MAY NOT PURCHASE THE KIT. UPON EXECUTION OF THIS AGREEMENT, PLEASE RETAIN A COPY FOR YOUR COMPANY AND SEND THE ORIGINAL TO:

GLOBAL VR Attn: Kit Compliance
2350 Zanker Road
San Jose, CA 95131
Tel: 408. 597. 3400 - Fax: 408. 501. 3439

Company Name: _____ Company Address: _____

Company Phone Number:(____) _____ Company Fax Number:(____) _____

Contact: _____ Contact’s E-mail Address: _____

Printed Name: _____ Title: _____

Please fill out the following information (attach additional pages if necessary):

GVR Product/Computer Serial Number: _____ Cabinet Location: _____

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By signing below, I acknowledge that I have read and accept the terms and conditions of the attached Conversion Kit Compliance Agreement.

Authorized Signature: _____

Date: _____

Terms & Conditions

1. Use of the Kit – Subject to the terms and conditions of this Agreement, GLOBAL VR®, Inc. (“GVR”) hereby grants Company the right to use a Kit on an original game cabinet (“Base Cabinet”) in order to convert such Base Cabinet to an EA SPORTS™ PGA TOUR® Golf game console (“Product”). Subject to the restrictions set forth in this Agreement, GVR grants Company a non-exclusive, revocable, perpetual license to install and use one (1) copy of the EA SPORTS™ PGA TOUR® Golf software (“Software”) on each Base Cabinet. The “Kit” shall mean the software, computer, electrical, and unassembled component parts, converted board and cabinet graphics provided by GVR that are necessary for the conversion of a Base Cabinet, along with any Kit documentation or specifications included therewith or otherwise provided or made available by GVR. Each Kit may only be used for one Base Cabinet.

2. Branding Requirement – Company will ensure that the Products are assembled in strict compliance with all requirements regarding use and placement of branding of GVR and its licensors and sponsors. All Products must be assembled and marked exactly as described in the Kit documentation. Prior to installation of the Kit, Company shall remove all decals, stickers, marquees and any other signage on the Base Cabinet that reference, symbolize or identify any game other than the EA SPORTS™ PGA TOUR® Golf game. Company shall then apply the EA SPORTS™ PGA TOUR® Golf decals, stickers, marquees and any other signage included in the Kit to the cabinet in accordance with the Kit documentation. Failure to remove all decals, stickers, marquees and any other signage on the Base Cabinet that reference, symbolize or identify any game other than the EA SPORTS™ PGA TOUR® Golf game from the Base Cabinet and to properly install the Base Cabinet with the EA SPORTS™ PGA TOUR® Golf decals, stickers and marquees shall constitute a material breach of this Agreement. Company acknowledges that GVR’s permission is required for use of the trademarks of GVR and/or its sponsors and licensors in connection with marking the Products, and acknowledges that GVR reserves the right to approve all uses of such trademarks on the Products. GVR hereby grants Company a limited, nonexclusive, non-transferable, revocable license to use such trademarks on the Products in the exact manner as specified by GVR above or as otherwise specified by GVR in the Kit documentation. All such uses will be subject to GVR’s right of quality control to ensure the quality of the Products with such branding, and Company will cooperate with any inspection or other requirements of GVR. All use of such trademarks will inure to the sole benefit of GVR or its sponsors and licensors.

3. Assembly Requirement – If Company chooses to register a Product in a GVR tournament, Company will be required to assemble the Product in strict compliance with the Kit documentation and the following specifications: (a) the trackball must be placed at a distance of thirty-six and a half inches (36.50”) to thirty-seven and a half inches (37.50”) from the top tangent of the trackball to the floor; (b) the trackball must be positioned five inches and thirty-eight hundredths inches (5.38”) from the monitor glass (the distance is measured from the top edge of the trackball to the closest part of the monitor glass); and (c) the monitor must be placed at a horizontal angle between thirty-seven (37) and forty-five (45) degrees (however, if the monitor is more than twenty-four inches (24”) from the center of the trackball, then the monitor can be vertical). GVR hereby grants Company a limited, nonexclusive, non-transferable, revocable license to use the proprietary know-how and related intellectual property embodied in the Kit documentation and specifications for the sole purpose of assembling Products from the Components and for no other purpose. The Kit documentation and specifications are proprietary trade secrets and confidential information of GVR and may not be used by Company other than as expressly permitted by this Agreement or disclosed to third parties without GVR’s prior written consent. Company further acknowledges that the Software and components may not be used for any purpose other than assembly of Products marked with GVR branding that comply with the terms of this Agreement. Company agrees to maintain adequate testing and other assembly process controls for quality assurance of the Products and to ensure compliance with all applicable governmental laws and regulations applicable to the use of the Products.

4. Ownership – The licenses granted hereunder do not constitute a transfer or sale of GVR’s ownership rights in or to any patents, copyrights, trademarks or other intellectual property that may be included in the Kit. GVR retains all rights, title and interest in any intellectual property contained in the Kit.

5. Inspection Rights – GVR may, without notice, inspect the Product(s) and Company’s use of the Product(s) to ensure that the Product(s) complies with all of the requirements set forth in Sections 2 and 3 and that Company is operating the Product(s) in compliance with the Kit documentation and terms and conditions of this Agreement. Any such inspection shall be conducted during regular business hours at Company’s facilities and shall not unreasonably interfere with Company’s business activities. If an audit reveals that Company is in violation of any requirement set forth in Section 3, any Kit documentation or any of the terms and conditions of this Agreement, GVR shall inform Company in writing of such violation. If Company fails to remedy the violation after receiving two warnings in writing from GVR, GVR will fine Company a fee of five hundred dollars (\$500) and if Company is tournament-enabled, Company shall not have the right to participate in any tournaments operated by GVR until GVR deems the Product to be in full compliance with any Kit documentation and all of the terms and conditions of this Agreement.

6. Warranty Disclaimer – The Kit, software and all components therein are provided to Company “AS IS” with no warranty of any kind except as expressly provided otherwise in the Kit documentation.

7. Limitation on Liability – UNDER NO CIRCUMSTANCES WILL GVR BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, OR OTHER SUCH PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE KIT AND/OR PRODUCT, EVEN IF GVR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GVR’S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID BY COMPANY FOR THE KIT AT ISSUE. THE FOREGOING LIMITATIONS SHALL APPLY NOT WITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

8. Indemnity – Company will indemnify, defend and hold harmless GVR, GVR’s affiliates and their respective successors and permitted assigns, directors, officers, employees, representatives, agents, advisors, consultants, contractors and counsel (collectively, “Indemnitees”) in respect of any and all claims, losses, damages, liabilities and expenses (including attorneys’ fees) (collectively, “Losses”) arising out of or relating to the installation or use of the Kit and/or Products. GVR shall provide Company with prompt written notice of any such claim and reasonable cooperation in connection with such Losses. Company shall have sole control and authority with respect to the defense, settlement or compromise of such Losses. GVR shall have the right, at its own expense, to participate in the defense of any such claim through counsel of its own choosing.

9. Termination – GVR may terminate this Agreement upon thirty (30) days written notice, if Company fails to comply with any of the terms and conditions of this Agreement. Upon termination, all license rights shall terminate. The provisions of Sections 3, 4, 5, 7, 8 and 10 shall survive any termination or expiration of this Agreement.

10. Miscellaneous – This Agreement shall be governed by the laws of the State of California, without reference to conflicts of laws principles. Nothing contained herein shall be deemed to constitute a partnership between or joint venture of the parties, nor shall either party be deemed the agent of the other. This Agreement and the Kit documentation constitute the entire agreement between the parties with respect to the subject matter hereof. Company shall not have the right to assign this Agreement without the prior written consent of GVR. This Agreement shall be binding upon the parties’ respective successors and permitted assigns.