



Welcome to the SportVue™ Family!

Thank you for purchasing our exciting new product—the only wireless, head-mounted personal display for the consumer sports market.

Originally developed for racing, by racing enthusiasts, the SportVue MC1 offers a multitude of possibilities for motorcycle use. SportVue has many advantages over using your motorcycle's regular gauges and was designed with advanced features that can increase your riding performance and enjoyment:

- An adjustable, easy-to-read LCD focused out at near-infinity
 - Speed, gear position and RPM in real-time
 - Programmable shift indicator
 - Programmable tire size for accurate speed indication
 - Unique wireless system for reliable operation
 - Patented “break-away” mounting clip
- 2-stage low light display booster, using easy-to-find “AAA” batteries
 - Unique ambient light system for bright days

For your safety and correct use of our product, we strongly suggest you read these instructions carefully.

Enjoy the ride!



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Caution!

You must attach the SportVue Head Mounted Display Unit (the “HMD”) so its display appears only at the top of your field of view, just below your helmet line.

The HMD unit must never obstruct your forward field of view. It cannot be in your straight line of sight.

Use of this HMD unit is strictly limited to motorcycling, while wearing an approved, properly fitted, DOT-approved helmet.

Follow the instructions on page 9 to make sure your HMD Unit is positioned correctly.

Do not position the HMD Unit in any other position for any reason other than specified. Failure to install the HMD Unit properly is both a risk and a hazard that can impair a safe field of view.

Using the HMD Unit does not replace or override any manufacturer’s installed equipment. This HMD Unit is an accessory device designed to provide supplemental information within your normal field of view while riding your motorcycle.

This HMD Unit does not increase or improve your abilities to ride a motorcycle, reduce your risk of injury or death, or enable you to assume any benefits other than information display.

In a few cases, this HMD Unit may not be suitable for some motorcyclists because of personal limitations including and not limited to vision deficiencies or supplemental vision appliances. You should consult your qualified SportVue retailer for initial determination. If you are unsure, you should consult your optical or vision resource for assessment.

This HMD Unit should not be used in conjunction or combination with any device or appliance that will impair your ability to see safely.

Use only one (1) HMD Unit on a single helmet at a time. You can move and install the Motorcycle Sending Unit onto other motorcycles.

The HMD unit, like all products may wear out over time depending upon its use and amount of care it is given. Please check your HMD including the display, helmet clip, MSU and wiring loom before each use for damage and do not use if damaged.

Operating a motorcycle is dangerous and can cause injury or death. You should always wear a Department of Transportation-approved safety helmet. Wear appropriate safety apparel, ride within your ability, and observe all the rules of the road for safe motorcycling.

If you experience nausea or headache while using the HMD Unit, you should stop using SportVue. Under normal use, this device does not create any discomfort. If you experience nausea or headache, you should consult your physician to see if you have any unforeseen physical issues.

Do not operate your motorcycle or use this device if you are taking any medications or substances (including drugs or alcohol) that may impair proper and safe use.

This product is **not** approved as a certified measurement device.

YOU ARE INSTRUCTED TO READ THIS ENTIRE OWNER’S MANUAL, INCLUDING BUT NOT LIMITED TO THE SECTIONS TITLED “DISCLAIMER OF WARRANTIES”, “LIMITATION OF LIABILITY” & “DISCLAIMER OF CONSEQUENTIAL DAMAGES”, BEGINNING ON PAGE 24, BEFORE USING THE SPORTVUE UNIT.

SportVue MC1 Components

SportVue innovative design has two small, lightweight components:

- A **Head-mounted Display Unit** (“**HMD Unit**”) that mounts on the visor of your helmet, using the patented break-away Mounting Clip.
- A **Motorcycle Sending Unit** (“**MSU Unit**”) that mounts on your motorcycle using no permanent fasteners, and includes a universal wiring loom.
- The HMD Unit and the MSU Unit together are called a “**SportVue MC1**” in this owner’s manual.

HMD Unit

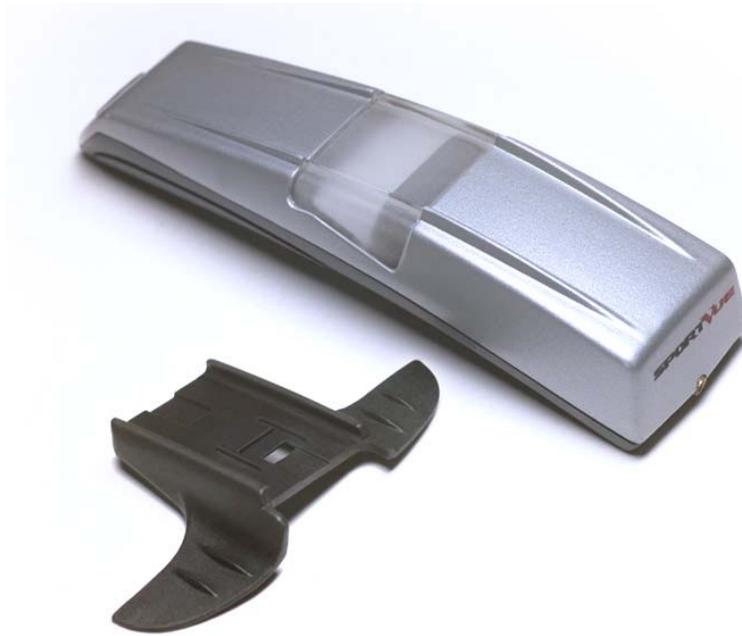


Fig. 1 SportVue Head-Mounted Display and Mounting Clip

HMD Unit projects the speed, RPM and gear position in the periphery of your view, focused out at near infinity.

HMD Unit presents the data in a clear image that is easy to read. The image is displayed in your peripheral vision, within your normal field of view. It is focused in front of you, requiring little or no focus time.

All data is continually updated.

Motorcycle Sending Unit



Fig. 2 Motorcycle Sending Unit

The MSU Unit captures speed or RPM data from your motorcycle and calculates gear position based on this information. The MSU Unit processes the data and sends it to the HMD Unit display via a custom wireless link.

Installation

In order to safely use SportVue, you **must** properly install the HMD Unit and the MSU Unit. The end result should be a HMD Unit that is firmly attached to the visor of your helmet and visible **above the line of sight** of your dominant eye and a MSU Unit that is firmly attached to your motorcycle.



Fig. 3 Installation Positioning...Need better picture

Eye Dominance

To find which your dominant eye is, take this simple test:

Pick a point 8-12 feet away to look at with both eyes open. Wear any corrective lenses you would normally use for distance vision. Hold your thumb up to align with that point and close your right eye only. If your thumb appears to move to the right, you are right-eye dominant.

If your thumb appears to stay put, you are left-eye dominant. To confirm left-eye dominance, close your left eye only. Your thumb should appear to move to the left.

Approximately 70% of the population is right-eye dominant, however another 15% are equally dominant in both eyes and can use a right-eye display.

Eye dominance is not necessarily associated with left- or right-handedness. SportVue is designed to work equally well in either case and should be positioned above the dominant eye.

Install Batteries

SportVue uses two “AAA” batteries, which are supplied with the system. For battery installation and replacement, remove the HMD Unit battery cover by sliding the locking tab with your thumb. Insert two AAA batteries. (see fig. 4) Use caution to install batteries in their correct polarity. Replace the top cover. Slid the locking tab back securely. To remove batteries, remove cover, and tap the back of the HMD against your palm to free the batteries. Do not attempt to pry them out with tools; you may damage the housing seal and/or contacts.



Fig. 4 - HMD battery location *(need new photo with correct polarity indicated)*

HMD Unit Installation

Dry-fit the HMD Unit before you permanently attach it:

1. Do not remove the double-sided-tape backing on the Display Mounting Clip yet.
2. Using clear tape or another type of temporary material, cover the general area of the visor where the HMD Unit will be located.
3. Assemble the Mounting Clip and the display unit by sliding the Adaptors “tongue” into the Mounting Clip’s “groove”. Adjust the display and base at the midpoint of the up/down movement.
4. Sit on your motorcycle in your normal riding position with your helmet on.
5. Position the HMD Unit above your dominate eye. Make any necessary left/right and vertical adjustments. The typical distance between the center of the visor and the center of the display mount is approximately 1.4” or 35.5mm. This is referred to as the “intraocular distance” and is half of the average distance between most persons eyes.

6. The bottom of the HMD Unit should be just above your normal field of view while looking out at a road ahead. You should have to barely glance upwards to see the display.
7. Turn the HMD Unit display on (see the “Turning the Unit On” section on page 9 for instructions).
8. If the HMD Unit display is not readily visible, you or an assistant can adjust the mirror. Place the Allen wrench provided into the small hole under the display. Turn the wrench one way or the other until the image is clear and is not “clipped” at the top or bottom. Slide the clip base along the top edge of the visor until both edges of the display are visible. Mark the foot base location with a marker pen.
9. **IMPORTANT: The inner edge of the mounting foot nearest the center of the helmet has a small lip that MUST locate on the top edge of the visor. Once located, you can rotate the clip by moving the outer foot up to down to achieve a vertical alignment. (see fig. 5)**

Need photo of aligning the display mounting clip

Fig. 5 HMD Unit Display Mounting Clip

10. Using the piece of sandpaper that came with the HMD, prep the surface of the helmet visor only on the location where the clip will mount onto the visor. **Do not use sandpaper in any other location or this will cause permanent damage to the visor.** We recommend taping with clear tape the surrounding areas of the marked helmet clip mounting location to prevent accidental scratching of the visor. (See fig. 6)
11. Using the alcohol swabs provided, thoroughly clean the scoured area of the visor for maximum adhesion.
12. Remove the clear tape from your visor, but make sure the scoured mounting area is clearly visible.

Need photo of visor being sanded with mask

*Fig. 6 – Preparing the Visor***Attachment**

1. Remove the double-sided-tape backing from the clip foot base and carefully place the clip onto the helmet, making sure the inside foot base lip is located on the top edge of the visor.
2. Firmly push the clip onto the visor, using pressure on inner and outer foot base with your thumb and forefinger. (see fig. 7)
3. Fit the HDM Unit into the base.
4. Check the location while you are wearing the helmet.

The pressure sensitive adhesive (PSA) will not cure completely for 24 hours, but is safe for a test ride within 10-15 minutes. If you placed the HDM Unit in the wrong place, the PSA will allow one or two removals before it loses its adhesion.

Insert photo of mounting clip onto visor

Fig. 7 – Attaching the HMD mounting clip

Motorcycle Sending Unit Installation

1. Begin the MSU installation by finding a suitable location for the MSU box on your motorcycle. The recommended location is in the fairing area or near the existing gauges, or under the seat or near the rear of the bike. In either case, the unit should be aligned so that the wires are extending out of the front or back of the MSU unit, not the side. Also insure that there is a minimum amount of metal and/or body mass between the MSU and the display. An excess of either may cause an intermittent radio signal.



Fig. 8 Typical MSU Location

2. Next, mount the wheel speed sensor by attaching the sensor bracket on the lower brake caliper bolt. **This should be done on rear wheel only.** If your motorcycle has rear drum brake, or a shaft drive, it is possible to mount the sensor on the front wheel, however, you may experience speed and/or gear position fluctuations as a result. There are two brackets included with the SV kit, chose the one that will allow the sensor to come within .200" (5.5mm) of the brake disc. Some modification of either bracket may be required on your particular bike.

3. Leave the sensor loose on the bracket and find a suitable location for the magnet. The magnet will be bonded onto the brake rotor inside of the actual brake contact surface. **WARNING: NEVER BOND THE MAGNET TO THE ACTUAL BRAKING SURFACE OR IN SUCH A WAY AS TO IMPEDE THE BRAKES OPERATIONS. THIS CAN LEAD TO BRAKE IMPAIRMENT AND INJURY.** The best location is on a rib of the rotor, inside the contact surface and aligned radially to pass past the sensor (see Fig. 9, below).



Fig.9 – Wheel Speed Sensor and magnet Installation

4. Clean the area onto which you will bond the magnet thoroughly with the alcohol swab and/or commercially available brake clean aerosol. Next, place a small amount of the quick-setting epoxy provided onto the magnet and then hold the magnet in place for at least 2 minutes while the epoxy sets.
5. Adjust the sensor to come within **NO MORE** than .200" (5.5mm) of the magnet as the wheel rotates. Tighten jamb nuts to hold securely. **DO NOT OVERTIGHTEN, AS THE SENSOR IS PLASTIC AND YOU MAY DAMAGE THE THREADS ON THE SENSOR.**
6. Use the tie wraps provided to tidy up the wire back to the connector. (see Fig. 10) Use caution as to not place the wires too close to the chain, sprockets or exhaust pipes and headers.



Fig. 10 Tie-wrap loose wires

7. Next, locate the RPM output wire from your bike's camshaft or crankshaft sensor. (See Figure #8, below). Please refer to your owner's manual or www.sportvue.net for additional help in locating this wire. Once located, use one of the "quick tap" connectors provided to tap into the wire securely. (see Fig. 11) These connectors are designed to pierce the insulation without damaging the wire for a waterproof connection without splicing.
8. Use the tie wraps provided to tidy up the wire back to the connector. Use caution as to not place the wires too close to the chain, sprockets or exhaust pipes and headers.



Fig. 11 – RPM wire tap

9. Next, locate suitable 12V power and ground wires by referring to your bike's owner's manual or www.sportvue.net for your particular bike. These should be "switched" power, meaning that it is only hot when the bike's ignition is "on". Once located, use one of the "quick tap" connectors provided to tap into both power and ground wires securely (see fig. 12)



Fig. 12 - Power and ground wire taps

Use the tie wraps provided to tidy up and excess wire back to the connector. Loose wire can get caught and create a safety hazard. Use caution as to not place the wires too close to the chain, sprockets or exhaust pipes and headers.

10. The final step is to mount the MSU box using either the Velcro or tie-wraps provided and connecting the loom connector to the MSU box by securely plugging the two halves of the connector together. (see Fig. 13) Please insure that the connector is plugged together correctly. It only fits together one way, so don't force it, you may damage the connector.

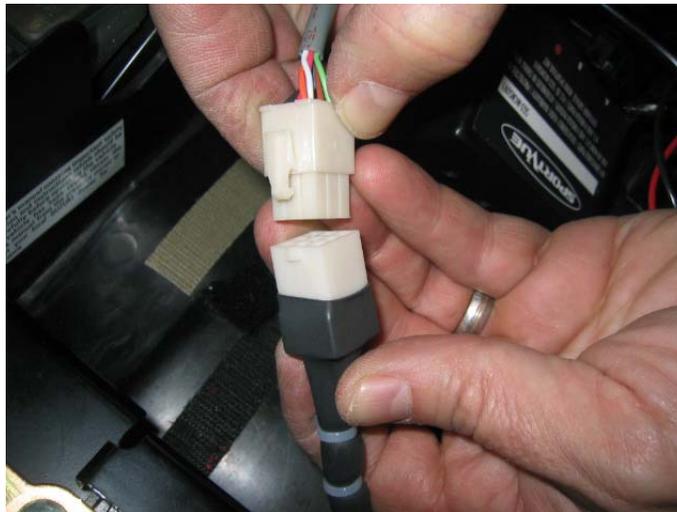


Fig.13 - MSU Connector Installation

Turning the HMD Unit On

SportVue units have a three-function push button switch on top.

- One push of the button turns the HMD Unit display on and the backlight to its brightest setting. This is the recommended setting for situations where bright ambient sunlight does not provide sufficient brightness.
- Push again, and the backlight goes to its brighter setting. This is for very bright days or early morning or early evening, when you are heading into the sun.
- A final push turns the backlight off, but the HMD Unit display remains on. This is the “ambient light” setting and can be used when the sky is bright enough.
- To turn the LCD and power off, hold the button down for three or more seconds.

8. Place the helmet on your head and push the button on the HMD down and you will see it display a software version number briefly, then show “*PWR ON*”. If you are within 15 feet of the bike, you should then see the display as “*0*” on the speed indicator (the three left hand digits) and an “*N*” on the gear position indicator (the far right digit) if this is not the case, check all connections and refer to the “FAQ” sheet at www.sportvue.net (see fig. 14)

Need photo of the display showing “*O N*”

Fig. 14 – Display “ON” and ready for use

Training the MSU for Your Motorcycle

The next and final step in the SportVue installation is to “train” the MSU for your particular wheel size and gearing. One of the many features of SportVue MC1 is the ability of the software to “learn” different settings for different motorcycles and allow the user to accurately set tire circumference and therefore allow for an accurate speed reading.

The unit comes pre-set from the factory for 17” wheels with an outer tire circumference of 75”. If your bike uses a stock 17” wheel on the sensed end of the bike, you can skip steps #1-9 and proceed directly to step # 10.

Tire Diameter

1. If your wheel is smaller or larger than 17” or your tire is non-stock and the outer circumference is smaller or larger than 75”, then you must:
2. Measure the outer circumference of the rear tire with a small tape measure or cloth seamstress-style measuring tape. This is will be the number that will be entered into the MSU through the Menu option.
3. Place the helmet on your head so that you can see the display and turn the HMD unit on.
4. With the motorcycle ignition in the “OFF” position, push and hold the button on the side of the MSU marked “B”, while turning the ignition to the “ON” position. CAUTION - DO NOT START THE MOTORCYCLE.
5. The display should begin showing the word “**MENU**” release the “B” button.
6. Now push the “B” button again to scroll through the menu setup options. The first should say “**GEAR**”, then “**TIRE**”.
7. Now you can push the “A” button to increase or decrease the tire circumference. SportVue is designed to allow for circumference inputs from as low as 30” to as high as 99”. This corresponds to outer tire diameters as small as 9.5” to as large as 31”.
8. The diameter is a 3 digit number where the last number represents .1 inches, the middle digit represents inches and the first digit is 10’s of inches. In other words if the display reads “**765**”, that represents a CIRCUMFERENCE (not diameter) of 76.5”. The number is input one digit at a time. Use the “A” button to adjust the value. Use the “B” button to switch to the next digit. Continue through all three digits of your value. Push the “B” button to return to the menu.
9. Once the wheel diameter is set, than you can begin “training” the MSU to recognize your gear ratios.

Gear Ratios

- 10. CAUTION – TRAINING THE MSU FOR GEAR POSITION IS BEST DONE ON A PIT STAND, OUTSIDE AND WITH THE HELP OF A FRIEND.**
11. Place your motorcycle on a flat, smooth surface on a secure rear center stand with no obstructions in front of you, in case the bike falls forward.
12. Replace the helmet on your head so that you can see the display and turn the HMD unit on if it has turned off
- 13. With the motorcycle ignition in the “OFF” position, push and hold the button on the side of the MSU marked “B”, while turning the ignition to the “ON” position. CAUTION - DO NOT START THE MOTORCYCLE YET.**
14. The display should begin showing the word “*MENU*”, release the “B” button.
15. Now push the “B” button again and the display should show “*LEARN*”. Push “B” again and the number “*1*” will begin to flash on the right side of the display. The MSU is now ready to learn your motorcycle gear ratios.
16. Make sure the motorcycles Neutral indicator shows “N” and start your motorcycle.
17. The gear indicator should be flashing a “*1*” on the right side of the display. Standing on the same side of your motorcycle as the shift lever, pull in the clutch and put your motorcycle in 1st gear. Let the clutch out slowly and increase the RPM to approximately 3000 and you should then see the speed indicator and the RPM begin to move higher.
18. The gear indicator will flash five times and then the SportVue will begin data sampling to learn this gear
19. When it is done learning that gear, the display will change to “*SHIFT*”.
20. You should now shift up to the next gear. The gear indicator should be flashing “*2*” and will flash five times before it begins sampling to learn 2nd gear.
21. This will continue through 6 gears. If your bike only has 5 gears, simply leave it in top gear when you are asked to switch to 6th gear.
22. It is important that the bike be moderately accelerating when the SportVue does the sampling. If the bike is coasting or decelerating when sampling occurs, inaccuracy in the gear indication can occur. Sampling occurs after the 5th flash of the gear number. (See Fig. 15 below)

Need photo of flashing gear position

Fig. 15 – Display showing gear position on left and speed on right

23. Once you have run the bike through all of the gears, place the bike back in Neutral and the gear indicator should show begin to show "N" in a few seconds. The unit calculates wheel speed and engine speed to determine gear position, so if the wheel speed sensor is connected to the rear wheel and the wheel is still turning, it may still show the bike in 1st or 2nd gear even though the bike is actually in neutral. Upon coming to a complete stop, the display should show "0" on the left side of the display. Occasionally, upon stopping fully, the display will still show a low speed, like "4" or "6" in the speed window. This is normal and it will go back to "0" as within 3 seconds.
24. **NEVER RELY ON THE GEAR POSITION OR SPEED INDICATOR ON SPORTVUE TO BE A RELIABLE INDICATOR OF NEUTRAL BEFORE LETTING OUT THE CLUTCH. YOU MUST STILL USE THE BIKES OWN NEUTRAL INDICATOR FOR SAFETY REASONS. THERE ARE CIRCUMSTANCES WHERE THE GEAR POSITION INDICATED WILL NOT BE CORRECT IN THE NEUTRAL POSITION DUE TO THE WAY SPORTVUE CALCULATES THE GEAR. THE SAME HOLDS TRUE FOR SPEED. THE SPORTVUE DISPLAY MAY OR MAY NOT SHOW THE CORRECT SPEED. THIS IS ONLY AN AUXILIARY DEVICE AND SHOULD NOT BE RELIED UPON FOR SAFETY REASONS.**

Setting the Shift Indicator

Your new SportVue is equipped with a user-programmable shift indicator for advanced users. Instructions on programming this feature can be found at www.sportvue.net

Learning to Use HMD

Before you begin using your SportVue HMD on the open road, we recommend you wear your HMD Unit-installed helmet while seated on your motorcycle to see how it feels.

Look in all directions and see how the information is always visible. The more you practice looking, the easier it will be for you when you take to the open road.

It is important that you **not** fixate on the HMD Unit display, but practice glancing up at it briefly, when safe to do so.

Do **not** practice while the engine is running, whether the motorcycle is on its center stand or not.

First Ride

After completing your normal motorcycle pre-check including inspection of your SportVue unit, turn on your HMD Unit display. Put on your helmet and secure it properly.

If your SportVue HMD Unit is loose in its helmet mount or slides out with little or no effort, do **not** use it. Remove it and contact us at techsupport@motionresearch.com for service. Improper use can cause the unit to fail or create an unsafe situation.

Adjust your helmet and check to see if the HMD Unit is in the proper position. Remember, you can make minor vertical adjustments to the HMD Unit.

Start your motorcycle. You should see the RPM register in the HMD Unit display, indicating wireless communication between the MSU Unit and the HMD Unit.

Note that the SportVue automatically learns the RPM range of your bike and this may take some time. Initially the RPM display will be much higher than you think it should be. It will come down as you ride your bike. Within a few rides the RPM should have learned the rpm range of your motor and should behave as expected.

When ready, begin riding. Operate your motorcycle in a safe manner, briefly glancing up at the HMD Unit display. Remember; do **not** fixate on the HMD Unit display. You will see the information change according to your engine and speed performance.

If the HMD loses the signal momentarily from the MSU, the display should “freeze” in the last position for up to 3 seconds. If the signal is lost for more than 3 seconds, the display will show “**NO SIG**” and begin searching for the signal. During this time, the display will be inoperative and cannot be used. Once it finds the signal again, it will come back on and operate normally. If the unit fails to find the signal again, turn it off and check all connections and batteries once stopped safely. If you continue to have problems, contact the FAQ page at www.sportvue.net.

When you have finished riding, remove your helmet and turn off your SportVue MC1 HMD Unit.

Care and Cleaning

Under normal circumstances, a soft cloth—either dry or moistened with water—will clean the HMD Unit and the MSU Unit. To remove dried matter (bugs), you may need to pre-moisten the HMD Unit and the MSU Unit with a non-abrasive sponge before cleaning it.

Stubborn cleaning may require a cloth moistened with non-ammonia Windex. Ammonia and general spray cleaners may be too harsh and can harm the finish.

Do not use any paper products to clean the screen of the HMD Unit—they can scratch the display.

Never use abrasive cleaners, waxes or solvents for your cleaning.

Never use any abrasive material to remove dirt particles.

Although SportVue has been designed to use in inclement weather, never immerse the unit in water!

If the viewing window of SportVue becomes fogged up, try leaving the unit inside in a warm, dry place for a few days. This should return the unit to normal. If it does not, please contact www.sportvue.net for a warranty return authorization number (RNA).

Specifications

Display

- Focused at 10-12 meters
- Custom LCD with bright red/orange characters on a darker background
- Scratch-resistant, dual-element, optical quality lens, providing virtual image of display
- Includes both ambient backlight and its own LED backlight so bright sunlight cannot wash it out
- Shielded to prevent engine and radio electrical interference
- 32 bar graph segments for RPM
- 6 alphanumeric characters for speed, gear and data
- 4 general purpose indicators for warning and shift indication
- Red/orange LED backlight
- Attaches to your helmet or visor using a patented break-away clip

Electrical

- Power source *HMD*:
2 x AAA alkaline or Ni-Cad batteries
MSU:
12v DC from the motorcycle
- Battery life 8 +/- hours with backlight on at full brightness;
days with it off
- Input Digital speed and RPM
from motorcycle
- Power/backlight switch

Environmental

- Temperature 32-120 degrees F (0-50 degrees C)
- Humidity 5-90% non-condensing
- Water resistant

Weight

- HMD 2.2 ounces
- MSU 6.5 ounces (including loom)

SportVue Registration

Please register your SportVue MC1 as soon as you purchase it. Only registered users have the protection of SportVue's Limited Warranty and 30-day return policy (which is explained below) and access to technical support.

You can register your SportVue Unit either:

- online at www.sportvue.net by clicking on Registration, or
- by returning the filled-out registration form from the SportVue box.

Limited Warranty/Return Policy

If you are not satisfied with your SportVue for any reason, you may return your SportVue Unit within 30 days from the date of your purchase so long as you have registered your SportVue Unit pursuant to the instructions set forth above or you have a receipt which confirms proof, date and location of purchase. In addition, MRC warrants SportVue to be free of manufacturing defects for a period of one year from date purchase under the same terms. You may not return your SportVue if you cannot satisfy these requirements. If you return your SportVue Unit in compliance with the above requirements, Motion Research Corporation, at its option, shall, at its option: (i) promptly repair your SportVue, (ii) replace your SportVue with a unit that works properly or (iii) refund your purchase price. Even if you have returned your SportVue Unit in compliance with the above requirements, Motion Research Corporation shall have no obligation to repair or replace your unit, or refund your purchase price, if:

- You have used your SportVue in competition or any other non-recreational or non-motorcycle use.
- You have made alterations, additions, or modifications to your SportVue Unit.
- You have disassembled, or attempted to disassemble, either your HMD Unit or your MSU Unit.
- You have damaged your unit through misuse.

The above rights are available only to purchasers made in the United States and Canada.

Contact Technical Support at the www.sportvue.net website to receive a return authorization number (RNA) and directions for returning SportVue. Products without an RNA number displayed on the outside of the shipping package shall be refused. We do not reimburse or pay shipping costs to us, but will return or replace the unit prepaid.

DISCLAIMER OF WARRANTIES

YOUR SPORTVUE UNIT IS SOLD TO YOU “AS IS” AND MOTION RESEARCH CORPORATION MAKES NO WARRANTIES, (how does this tie to our warranty above???) AND HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY OPERATION OF LAW OR OTHERWISE, ARISING OUT OR RELATED TO THE USE OF THE SPORTVUE UNIT. MOTION RESEARCH CORPORATION DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE FROM TRADE USAGE OR CUSTOM. IN PARTICULAR, SPORTVUE DOES NOT WARRANT THAT YOUR SPORTVUE UNIT WILL PROVIDE ACCURATE INFORMATION OR WILL NEVER FAIL DURING OPERATIONS. YOU SHOULD NOT RELY ON THE SPORTVUE UNIT WHILE RIDING YOUR MOTORCYCLE OTHER THAN AS A SUPPLEMENT TO INFORMATION ALREADY PROVIDED BY YOUR MOTORCYCLE OR OTHER EQUIPMENT.

LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO WILLFUL TORTIOUS MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL MOTION RESEARCH CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CLAIMS ARISING OUT OF OR RELATED TO ANY USE OF A SPORTVUE UNIT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE FOR ANY AMOUNT OTHER THAN THE LIMITED RIGHTS OF RETURN SET FORTH IN THE “RETURN POLICY” SECTION OF THIS OWNER’S MANUAL.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

EXCEPT WITH RESPECT TO WILLFUL TORTIOUS MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL MOTION RESEARCH CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFITS, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO ANY USE OF A SPORTVUE UNIT, EVEN IF MOTION RESEARCH CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Independence of Last Two Sections. The above two sections are meant to be independent of each other and a failure of essential purpose of one shall not affect the enforceability of the other.

Definitions. For purposes of the sections titled “Disclaimer of Warranties”, “Limitations of Liabilities” and “Disclaimer of Consequential Damages”:

1. the term “Motion Research Corporation” shall be deemed to include Motion Research Corporation, its affiliates and their respective authorized agents, licensees, employees, officers, directors, and agents;
2. the term “**Claim**” shall mean any claim, proceeding, suit, demand, or threat of any of the foregoing.

Technical Support

Free technical support is provided only to *registered* purchasers of SportVue.

Contact technical support at our www.sportvue.net website or via e-mail to techsupport@motionresearch.com

**FCC ID: SG3-SVHMDV1 and SV3-MCMSUV1
IC: 5316A-SVHMDV1 and 5316A-MCMSUV1**

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

CAUTION: Changes or modifications not expressly approved by Motion Research, Inc. could void the user's authority to operate the equipment.

WARNING: No change to the antenna or device is permitted. Doing so may result in the installed system exceeding RF exposure requirements. This device must not be co-located or operating in conjunction with any other antenna or radio transmitter. Installers and end users must follow the installation instructions provided in this guide.



SportVue™ is a trademark of Motion Research Corporation, an information display and monitoring solutions provider for various applications in sports and industrial markets. MRC is currently developing products based upon its patented technologies: Head mounted Personal Displays (PD), SportVue™ MC1, SportVue™ BC1, VersaVue™ and the Autonomous Personal Data Recorder and Transmitter (APDRT) system.

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SPORTVUE END USER / SOFTWARE LICENSE AGREEMENT

This SportVue End User / Software License Agreement (collectively the "Agreement") is a legal agreement between you ("You"), and MRC (as defined below) (together the "Parties" and individually a "Party"). BY INDICATING YOUR ACCEPTANCE BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY INSTALLING OR USING THE SOFTWARE AND/OR ANY MRC PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT US AT [HTTP://WWW.SPORTVUE.NET](http://www.sportvue.net). IF, PRIOR TO USING THE SOFTWARE, YOU DECIDE YOU ARE UNWILLING TO AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE SPORTVUE PRODUCT, SOFTWARE AND THE ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS AND BINDERS OR OTHER CONTAINERS) TO MRC OR THE MRC AUTHORIZED DISTRIBUTOR FROM WHOM YOU OBTAINED THE SPORTVUE PRODUCT, SOFTWARE AND ACCOMPANYING ITEMS. If you have already paid for the Software and/or the SportVue product, provide us with Your proof of purchase and we will refund the fees you have paid for these items to You.

1. Definitions

"SportVue Software" means items of the Software that are identified as being for installation and use on a single desktop computer in conjunction with the SportVue MC1 Product. The SportVue Software is not licensed under this agreement.

“SportVue Head Mounted Display” (or “SportVue MC1”) shall mean the MRC SportVue wireless helmet mounted device(s) You have acquired.

“SportVue MC1 System” shall mean the Software (as defined below), a SportVue MC1 device, MRC supplied accessories and documentation, and the MRC data transmitter device.

“Product” shall mean collectively the SportVue Head Mounted Display product and any MRC supplied accessories for such SportVue Head Mounted Display product exclusive of any software.

“MRC” shall mean Motion Research Corporation.

“Software” shall mean the MRC software product(s) provided under this license to You for use in conjunction with the SportVue MC1 Product including any such SportVue Software and MRC proprietary software products, firmware and data residing on the SportVue MC1 Product at the time of purchase. The term Software includes all such software and data, regardless of the form in which it is provided to You or the form in which You may subsequently use it: however, any Third Party Software, whether or not the Third Party Software accompanies, is provided with or operates in conjunction with the Software and/or any portion of the SportVue System. Use of such software products shall be governed by and subject to Your agreeing to the terms of separate software licenses impose any additional obligations, or obligations inconsistent with the terms of this Agreement, upon MRC whatsoever.

“Service” shall mean any MRC service provided to You in conjunction with the SportVue System.

“Third Party Software” means software applications proprietary to a third party but shall not include software licensed by MRC from a third party for incorporation into a MRC software product and distribution as an integral part of that MRC software product under a MRC brand.

2. Agreement to Supply Product(s) and Service(s) to License Software.

You acknowledge that You are supplied with the SportVue System and any additional MRC accessories or Service(s) that You order conditional upon Your acceptance of the terms and conditions herein, Your payment of the required purchase price and license fees, Your commitment to pay all applicable periodic fees or costs, and any additional terms and conditions that You agree to be bound by from time to time.

3. Title to Product(s) and Right to Use Software.

You shall not obtain title and/or any right of possession to the Product(s) sold to you until you pay all amounts due for such Product(s). Your license to use the Software is conditional upon payment of all license fees due hereunder to MRC. If any monthly or other periodic fees or costs associated with Your use of the SportVue System or the Services are not paid when due, it shall constitute a breach of this license entitling MRC to terminate Your license to use the Software under Section 10 below. For greater certainty, this Agreement does not constitute a sale of the Software or any portion thereof to You.

4. Use of SportVue MC1 Product.

You agree that:

- (a) You and anyone obtaining access to the SportVue System through You will only use the SportVue System and any component thereof, including the SportVue MC1 Product and the Software, in accordance with this Agreement and the appropriate *Installation and Getting Started Guide* provided by MRC for use in conjunction with the SportVue System or portion thereof;
- (b) You and anyone obtaining access to the SportVue System through You will only use the SportVue System and any component thereof in accordance with the Limited Warranty (as defined herein);
- (c) You are, and anyone obtaining access to the SportVue System through You, over the age of majority and will comply with Your obligations under this Agreement and will comply with all applicable laws and regulations respecting the use of the SportVue System and Services. Use of this Product by a minor implies parental consent;

- (d) You will ensure that any information that is provided to MRC pursuant to this Agreement is true, current, and complete;
- (e) You will be responsible for all activities with respect to the SportVue System and Services undertaken by You or undertaken by anyone who has access to the SportVue System through You;
- (f) You represent and warrant that You have the right and the authority to enter into this Agreement.
- (g) You will ensure that the use of the Products, Services and the Software including without limitation the use thereof with any other software, application, or data and the transmission of data using Software, does not interfere with, degrade, or adversely affect any software, system, network, or data used by any person including MRC and other customers of MRC and You will not use or allow any person to use the Products, Services or Software in a way that has a detrimental effect upon MRC, its customers or its products or services;
- (h) You and anyone obtaining access to the Products, Services or Software through You will not use the Products, Services or Software to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts;
- (i) You will not sell or transfer, or attempt to sell or transfer, the Software or any part thereof, or Your entitlement to use the services or any other MC1 device or person, without the written permission of MRC; and
- (j) You will cooperate with MRC and provide information requested by MRC to MRC in investigating or determining whether there has been a breach of this Section 4 or any other provision of this Agreement and provide RIM with access to the premises and computers where the Products, Services or Software are or have been used.

5. Software License

Subject to the terms and conditions herein, this Agreement grants You a personal, revocable, non-exclusive, non-transferable license to install and use one copy of the Software residing on the SportVue MC1 Product. You may not use or allow the use of the Software other than for Your own internal or personal purposes. This license does not imply any rights to future upgrades or updates of the Software. However, if MRC does provide You with any upgrades or updates to the Software, such upgrades or updates shall be subject to the terms and conditions of this Agreement or such agreement, if any, which accompanies such upgrades or updates, and may be subject to additional payments. You may not print, copy, reproduce, distribute, modify or in any manner duplicate the Software, in whole or in part. For the purposes of this provision “copy or reproduce” shall not include copying of statements and instructions of the Software that naturally occurs during normal program execution when used in accordance with and for the purposes described in the user documentation or in the course of making unmodified regular backups of the computer or system on which the Software is installed, in accordance with industry standard business practices. You may not copy any written materials accompanying any portion of the Software unless specifically authorized in writing to do so by MRC.

6. Intellectual Property

You do not acquire hereby any intellectual property or other proprietary rights, including patents, designs, trademarks, copyright or rights in any confidential information or trade secrets, in or relating to the SportVue System or any part thereof. You also do not acquire any rights in or related to the SportVue System or any component thereof, other than the rights expressly licensed to You under this Agreement or in another mutually agreed upon, written agreement that You may have with MRC. Any grants not expressly granted herein are reserved. The Software is only licensed to You as expressly set out herein, and it and all associated documentation is protected by U.S. and international copyright and patent laws and international treaty provisions. There are severe penalties both civil and criminal for intellectual property infringement.

7. Export Restrictions; U.S. Government Rights.

You acknowledge that the Software includes encryption software that may be controlled for import, export or purposes under the laws and regulations of the country(ies) and/or territory(ies) in which the Software is used (“Applicable Law”). In particular, You acknowledge the Software is of U.S. origin, is subject to Canadian laws and regulations, and may be subject to restrictions on export or re-export to countries subject to United States embargoes (currently Burma, Cuba, Iran, Iraq, Libya, former Yugoslavian nations, North Korea, Sudan, Libya, Angola, Sierra Leone, Liberia, Zimbabwe and Syria) or to persons or entities prohibited from receiving U.S. exports (including, but not limited to, those involved with missile technology or nuclear, chemical or biological weapons). You hereby represent that (1) to the best of Your knowledge You are eligible to receive the Product(s) and Software under Applicable Law; and (2) You will ensure that other persons use the Product(s) and/or the Software under Applicable Law; and (3) You will ensure that other persons use the Product(s) and Software in accordance with the foregoing restrictions. The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in DFARS 227.7202 or in FAR 52.227-19, or their successors as applicable. Contractor is Motion Research Corporation, 1818 Westlake Avenue North, Suite 232, Seattle, Washington, 98109, U.S.A. You hereby agree to indemnify MRC from any claims, actions, liability or expenses (including reasonable lawyers’ fees) resulting from Your failure to act in accordance with the certifications and commitments in this Section.

8. Confidentiality

You acknowledge and agree that the Software was developed at considerable time and expense by MRC and is confidential to and contains the trade secrets of MRC. You agree to maintain the Software in strict confidence and not to disclose or provide access thereto to any person or entity. You do not have the right to obtain or use any source code of the Software, and may not translate, reverse engineer, decompile or disassemble the Software, or otherwise attempt to derive the source code of the Software and agree not to authorize, allow or enable any other person or entity to do so.

9. Term

This Agreement shall be effective upon Your agreement to be bound by the terms of this Agreement, (as manifested by the conduct described in the preamble above) and shall end upon expiry or upon termination of this Agreement in accordance with the provisions set out herein. MRC reserves the right, in its sole discretion, without any liability arising from or related to such termination, to terminate this Agreement. Upon termination of this Agreement, You will cease all use of the Software and destroy and/or permanently delete all copies of the Software in Your possession.

10. Remedies and Termination for Default.

If You breach any provision of this Agreement MRC may, in addition to all other rights and remedies provided by this Agreement or by law, terminate this Agreement by providing notice of termination. You will be deemed to be in breach of this Agreement and MRC will have the right to terminate this Agreement if (1) You fail to comply with or perform a term or condition herein, (2) You or any user of the SportVue System (or any component thereof) interfere with MRC’s customer service or business operations, (3) You materially contravene any agreement that You may have with MRC, including without limitation, the terms of any click-wrap or shrink-wrap agreement that You have agreed to on MRC’s website or otherwise, (4) You violate any code of conduct or other guidelines by which You may be governed in conjunction with Your use of the SportVue System or any component thereof. In addition, MRC may terminate this Agreement and/or immediately cease to provide the Service(s) without any liability whatsoever to You if MRC is prevented from providing any portion or all of any Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental body, or if a notice from a government agency or department indicates MRC is not permitted to provide any portion of its Service(s). Nothing herein shall be construed to require MRC to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order. MRC shall not have any liability to You arising from or related to the termination of this Agreement in accordance with this Section.

11. Indemnity/Liability.

You shall defend, indemnify, and hold harmless MRC, MRC's suppliers, successors, affiliates, agents and assigns (each a "MRC Indemnified Party") from any claims, damages, losses, or expenses (including without limitation attorney fees and costs) incurred by a MRC Indemnified Party in connection with all claims, suits, judgment and causes of action (i) for infringement of patents or other intellectual property or proprietary rights arising from combining with or using any device, system or service in connection with the SportVue System or any portion thereof, (ii) for damages arising from Your breach of Sections 4, 5, 6, 7, or 8 herein, (iii) for libel, slander, defamation or infringement of copyright or other intellectual property or proprietary right with respect to material transmitted by You using the SportVue MC1 Product, (iv) for any injury, death or property damage arising in connection with the presence, use or non-use of any portion of the SportVue System or MRC Service(s) (other than such damage to person or property (excluding data) that directly arises from the use of the SportVue MC1 Product and/or Software strictly in accordance with the *SportVue MC1 Operating Manual* provided by MRC with the Products which specifically pertains to such Products), or (v) for claims made by third persons against MRC arising from or related to Your use of the Software or the SportVue System or any portion thereof (other than such claims that arise solely from the use of the SportVue MC1 Product and/or Software strictly in accordance with the *SportVue MC1 Operating Manual* provided by MRC with the Products which specifically pertains to such Products). No remedy herein conferred upon MRC is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative. In the event of the termination of this Agreement pursuant to Section 14, You shall pay to MRC all attorney fees, collection fees, and related expenses, expended or incurred by MRC in the enforcement of any right or privilege hereunder (including, but not limited to, telephone, freight, express and postal charges, expenses of paid investigators and reasonable compensation for time of MRC's representatives).

12. Limited Warranty.

(a) Service(s). EACH OF THE MRC SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND BY MRC. MRC DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF ANY SERVICE, OR THAT ANY DATA SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, MERCHANTABILITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED. MRC SHALL HAVE NO LIABILITY TO YOU OF ANY KIND WITH RESPECT TO ANY SERVICE PROVIDED BY ANY THIRD PARTY THROUGH MRC OR IN CONJUNCTION WITH MRC'S SERVICES. YOUR RECOURSE IN THE EVENT OF ANY SUCH CLAIM WITH RESPECT TO ANY SERVICE SHALL BE SOLELY AGAINST SUCH THIRD PARTY.

(b) Product(s). The limited warranty ("Limited Warranty"), if any, for the Product(s) is set forth in the applicable MRC user guide. The Limited Warranty is the exclusive warranty for any Product sold under the terms of this Agreement and sets out Your sole remedies in respect of the Products sold and any breach of the Limited Warranty. The terms of Section 18 of this Agreement are incorporated by reference into the terms of the Limited Warranty. By indicating Your acceptance by clicking on the appropriate button below, You acknowledge that you have read the Limited Warranty and agree to its terms.

(c) Software. In the event that during the ninety (90) day period following delivery of the Product to You (the "Warranty Period"), the Software as shipped by MRC is not capable of performing the functions described in the Specifications (which can be viewed at <http://www.sportvue.net/legal...>), when used as specified by MRC in the *SportVue MC1 Operating Manual* applicable to the specific type and version of the Software, MRC will, at its sole option and discretion either make efforts to correct or provide You with a workaround for such problem (which may be provided in a form at MRC's reasonable discretion, including in the course of telephonic customer support provided to You, in a generally available software fix release, or made available to You at our website) or provide You with a refund for the one time fees paid by You for the Software if the media on which the Software was provided to You and all packaging related thereto is returned to MRC in accordance with Your normal warranty return mechanism within the Warranty Period together with proof of purchase. The foregoing is MRC's only obligation and is Your sole and exclusive remedy for any defects, errors, or problems You may experience related to the Software. The above obligation will not apply if the failure of the Software to perform the functions described in the Specifications is due to:

(i) use of the Software in a manner inconsistent with any of Your obligations set out in sections 3, 4, 5, 7, and 8 of this Agreement or in a manner inconsistent with the instructions, including the safety instructions, specified by MRC in the *SportVue MCI Operating Manual* applicable to the specific type and version of the Software; or (ii) a malfunction or other problem related to any hardware, network, software or communication system other than the SportVue System Software; or (iii) to any external causes affecting the Software, including the media upon which the Software is provided, such as accident, disaster, electrostatic discharge, fire, flood, lightning, water or wind, or correction of errors attributable to software other than the Software. The Software may include Cypress Semiconductor Corp. (“Cypress”) and Microchip Technology, Inc. (“Microchip”) source and object code. Any such code is provided to You “AS IS” and at no charge with no representations, warranties or conditions either express or implied, including without limitation any warranties or conditions of merchantability, quality, performance, fitness for a particular purpose, durability, title or non-infringement. In no event shall either MRC or Cypress and/or Microchip be liable to You for any damages whatsoever, including without limitation any direct, indirect, consequential, punitive, exemplary damages, arising out of in relation to the provision of the Cypress and/or Microchip code as part of the Software, its performance or lack of performance, even if MRC or Cypress and/or Microchip has been advised of the possibility of such damages. You acknowledge that this limitation and exclusion is reasonable given that this code is provided at no charge. This paragraph sets out Your sole remedies in respect of the Software and any breach of the warranty set out herein.

13. Limitation of Liability.

The only type of damages that can be recovered against MRC arising from or related to this Agreement including without limitation in relation to the provision, use, performance or non-performance of the SportVue System or any portion thereof, shall be Your direct damages, if any, and without expanding on the specific remedies set out in Section 12 above (i) in no event shall the aggregate liability of MRC exceed the amount paid by You for the SportVue MC1 Product(s), and/or for that portion of the Software (as the case may be) that gave rise to the claim, and (ii) MRC shall only be liable for damages incurred during the period of such failure, delay or nonperformance of the SportVue System. MRC SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY PARTY CLAIMING BY OR THROUGH YOU FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SERVICE OR PRODUCT.

EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MRC BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE ANY DATA, PROBLEMS ASSOCIATED WITH ANY APPLICATIONS USED IN CONJUNCTION WITH THE SOFTWARE, DOWNTIME COSTS, LOSS OF THE USE OF THE SPORTVUE SYSTEM, OR ANY ASSOCIATED PRODUCTS, COST OF SUBSTITUTE GOODS, FACILITIES, OR SERVICES, COST OF CAPITAL, OR OTHER PECUNIARY LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT) WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE THE SOFTWARE OR ANY THIRD PARTY SOFTWARE, EVEN IF MRC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MRC DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE AND ANY OTHER IMPLIED WARRANTY OR CONDITION ARISING BY STATUTE OR CUSTOM OR USAGE OF TRADE RELATED TO THE SERVICES AND THE SPORTVUE SYSTEM OR ANY PORTION THEREOF. The limited warranties set out in the Agreement give You specific legal rights. You may also have other rights that vary by state or province. Some jurisdictions may not allow the exclusion or limitation of implied warranties and conditions. To the extent permitted by law, any implied warranties or conditions relating to the Software to the extent they cannot be excluded as set out above are limited to 90 days from the date You first installed any portion of the SportVue System for your use.

MRC SHALL BE LIABLE TO YOU ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT BUT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT, OR OTHERWISE TO YOU INCLUDING ANY LIABILITY FOR NEGLIGENCE OR STRICT LIABILITY. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION BY YOU INCLUDING BY NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN.

14. Consent to Collection of Information.

By submitting personal information to MRC pursuant to the Agreement, including without limitation Your name, address and telephone number, You consent to the collection, processing, transmission and disclosure of such information by MRC for the purposes of MRC's internal use and specifically the purposes for which such information has been requested, such as billing requirements. Any information that You provide to MRC may be used or disclosed by MRC only in accordance with MRC's privacy policy, which may be viewed at <http://www.sportvue.net>. MRC reserves the right to modify its privacy policy from time to time in its discretion.

15. Assignment and Delegation.

MRC may assign this Agreement without notice to You. You shall not assign this agreement without the prior written consent of MRC (such consent may be withheld or conditioned at MRC's discretion) and any assignment without MRC's prior written consent shall be null and void and of no effect. MRC may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its contractor or subcontractors.

16. Notices.

Except as otherwise provided in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person, by courier or deposited in the mail, postage prepaid, certified mail, return receipt requested, and addressed to You at the billing address supplied to MRC by You, and addressed to Motion Research Corporation, 1818 Westlake Avenue North, Suite 232, Seattle, Washington, 98109, with a copy (which shall not constitute notice) to MRC's General Counsel: Summit Law Group PLLC, 315 Fifth Avenue South, Suite 1000, Seattle, WA 98104-2682. In addition to the foregoing, MRC may, at its option, give You any notice under this Agreement by email. Notice to You by email should be deemed to have been duly given when transmitted to an email address furnished by You to MRC.

17. Force Majeure.

Notwithstanding any other provision of this Agreement, neither Party shall be deemed in default of this Agreement for failure to fulfill its obligations when due to causes beyond its reasonable control.

18. General.

(a) No Third Party Beneficiaries. Except as otherwise specifically stated in this Agreement, the provisions herein are for the benefit of the Parties and not for any other person or entity.

(b) Waivers of Default. Waiver by either Party of any default by the other Party shall not be deemed a continuing waiver of such default or a waiver of any other default.

(c) Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both Parties shall so survive the completion of performance, cancellation or termination of this Agreement.

(d) **Governing Law and Dispute Resolution.** If You reside in the United States and the Software is shipped or delivered to You in any format in the United States, this Agreement is to be construed under the laws of the State of Washington. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement. Any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof which the Parties are unable to resolve after good faith negotiations, shall be submitted first to the upper management level of the Parties. The Parties, through their upper management level representatives shall meet within thirty (30) days of the dispute being referred to them and if the Parties are unable to resolve such disagreement or dispute within thirty (30) days of meeting, such disagreement or dispute shall be settled by final and binding arbitration to be conducted in Seattle, WA in accordance with the Commercial Rules of the American Arbitration Association. Each of the Parties shall appoint one arbitrator, and the two arbitrators shall jointly appoint a third arbitrator. Each Party shall bear one half of the costs associated with the arbitration proceedings. No dispute between the Parties, or involving any person by You, may be joined or combined together, without the prior written consent of MRC. Judgment upon the award rendered by the three arbitrators may be entered in any Court having jurisdiction thereof. Notwithstanding the foregoing, MRC has the right to institute legal or equitable proceedings in a court of law for claims or disputes regarding: (i) amounts owed by You to MRC in connection with Your purchase of the SportVue System or any portion thereof or Service, if applicable; and (ii) Your violation or threatened violation of Sections 4, 5, 6, 7, and 8 of this Agreement. You irrevocably waive any objection on the grounds of venue, forum nonconvens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and irrevocable consent and attorn to the jurisdiction of the courts located in the State of Washington, as the case may be, for any claims arising from or related to this Agreement. The Parties specifically agree that, in the event that there is a dispute under this Agreement and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial.

(e) **Severability.** If a provision of this Agreement is held to be invalid or unenforceable, such validity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather (unless a failure of consideration would result therefrom) the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly.

(f) **Language.** It is the express will of the Parties that this Agreement and all related documents be drawn up in English.

(g) **Inconsistency.** If there is any inconsistency between this Agreement and any software license or end user agreement provided in the packaging of any portion of the SportVue System, the provisions of this Agreement shall apply to the extent of the inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement provided in connection with any upgrades or updates to the Software, the provisions of such other license or end user agreements shall apply, to the extent of the inconsistency.

23. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no provisions, representations, undertakings, agreements, or collateral agreements between the Parties other than as set out in this Agreement. Further You acknowledge that no statements or representations made by or on behalf of MRC have been relied up on by You in agreeing to enter into this Agreement. This Agreement may be amended at any time upon mutual agreement by the Parties. MRC further reserves the right to make changes to this Agreement by providing You with reasonable notice of the change by either e-mail (as contemplated by the Notice provision above) or by posting notice of the change at [http://motionresearch.com/legal/...](http://motionresearch.com/legal/) If You continue to use the Software more than sixty (60) days after notice of the change has been given, You shall be deemed to have accepted this change.