

END-USER SOFTWARE LICENSE AGREEMENT

This End-User Software License Agreement (the "EULA" or the "Agreement") is made and effective April 01, 2020,

BETWEEN: **ROBOT WONDERLAND** (the "Licensor"), a corporation organized and existing under the laws of the California of USA

AND: **YOU** (the "Licensee"), an individual or a corporation organized and existing under the laws of the California of USA

RECITALS

WHEREAS, Licensor has developed certain computer programs and related documentation more particularly described in the specification or description (the "Software" or the "Products") and desires to grant Licensee a license to use the Software.

WHEREAS, Licensee wishes to use the Software under the conditions set forth in this Agreement.

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NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

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The following definitions shall apply to this Agreement:

"Software" means the computer programs and documentation listed in the Product description.

"Install" means placing the Software on a computer's hard disk, CD-ROM or other secondary storage device.

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AND

SINGLE STANDALONE COMPUTERS

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14. OPERATING ENVIRONMENT

The Software, and each module or component and function thereof, shall be capable of operating fully and correctly on the combination of computer equipment ("Hardware") the programming language and the Operating System specified in Schedule A, annexed hereto.

15. DELIVERY

Within 30 days of the execution of this Agreement by Licensor, and upon the confirmation of completion of the payment transaction, Licensor shall electronically deliver to Licensee's email (the "Site") a link to

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Promptly after delivery of the Software System to the Site, Licensee shall install the Software on the Hardware. Licensee shall successfully conduct all of its own testing procedures on the Software. Thereafter, in the event that the Software fails to work any of Licensee's testing procedures, Licensee should contact technical support to report with detail. Licensor will validate the failure with the acceptance test set forth in Schedule B, then Licensor shall have 10 days in which to correct such defect and cause the Software to successfully pass all such tests. Licensee will be granted to download a software update.

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20. SOFTWARE MAINTENANCE

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During the warranty period, Licensor shall provide to Licensee, without additional charge, all reasonably necessary telephone or written consultation requested by Licensee in connection with its use and operation of the Software System or any problems therewith. Telephone consultation shall be requested and provided only during Licensor's normal business hours and Licensee shall pay all long distance telephone charges in connection therewith.

22. SOFTWARE MAINTENANCE CONTRACT AND RENEWAL OPTION

After expiration of the warranty period referred to above, Licensor shall provide maintenance, additional support and enhancements in connection with the Software System, pursuant to the 1-year Software Maintenance Contract executed concurrently herewith, a copy of which is annexed hereto. Licensor hereby grants to Licensee up to 2 options to renew said contract, each for a period of one year, for a fee to be negotiated annually by Licensee and Licensor, but in no event exceeding the fee charged for the preceding year's contract by more than 3%.

23. LICENSEE'S MODIFICATIONS

Licensee shall have the right, in its own discretion, to independently modify the Software System for its own purposes and use, through the services of its own employees or of independent contractors, provided that same agree not to disclose or distribute any part of the Software System to any other person or entity or otherwise violate Licensor's proprietary rights therein. Licensee shall be the owner of any such modifications. If the consultant service is done by the Licensor, Licensee shall not incorporate any such modifications into its software for distribution to third parties unless it first agrees to pay Licensor a reasonable royalty, pursuant to mutually agreed upon terms.

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Licensor agrees to treat Licensee fairly and equally to its current customers based on the same product or services purchased.

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29. INDEMNITY

Licensor agrees to indemnify and hold harmless Licensee and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Licensee's use or possession of the Software or Documentation, or the license granted hereunder, infringes or violates the copyright, trade secret or other proprietary right of any third party.

30. ARBITRATION

The parties agree to submit any dispute under this License to binding arbitration in the following location California under the rules of the USA. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.

31. ATTORNEY FEES

If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

32. LIMITED LIABILITY

Unless otherwise expressly stated herein, Licensor shall not be liable to Licensee for any consequential damages arising out of Licensor's breach of this Agreement.

33. NOTICE

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by email or certified mail, return receipt requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by notice to the other party.

34. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California.

35. CONSENT TO JURISDICTION, VENUE AND SERVICE

Licensor consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of CALIFORNIA, and Licensor consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

36. SEVERABILITY

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

37. NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

38. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding of the parties as to its subject matter. The Licensor may modify this agreement according to the changes of law overtime and may send the update via an email notice to licensee.

SCHEDULE A
HARDWARE, PROGRAMMING LANGUAGE AND OPERATING SYSTEM

Hardware support:

<u>Processor (CPU):</u>	Intel Core i5 (sixth generation or newer) or equivalent
Operating System:	Microsoft Windows 10 Home or better
Memory:	8 GB RAM
Storage:	500 GB internal storage drive
Monitor/Display:	14" LCD monitor, resolution of 1600 x 900 or better.
Network Adapter:	802.11ac 2.4/5 GHz wireless adapter
Other:	Internal or external Webcam, external hard drive for backups
<u>Robot:</u>	DJI Robomaster S1/ EP Core Robots
<u>Programming method:</u>	Scratch / Block graphical programming
<u>Development tools:</u>	DJI Education Hub Desktop Windows application

SCHEDULE B
ACCEPTANCE TESTING PROCEDURE

- i. Install software product onto a PC with a minimum requirement described in Schedule A
- ii. Verify the robot hardware and firmware version that meet the software product requirement
- iii. Import the product program to the DJI Education Hub new working project/ program
- iv. Start running the program to have robot perform the skill under test
- v. Obtain the test result of successful completion or any failure
- vi. If there's a failure, observe and identify the failure mode associated to the error report.