

# 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.

IF Licensee does NOT agree to the terms of this Agreement, Licensee should NOT purchase the Products or Software consultant service and may not use the Software.

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

## 1. DEFINITIONS

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.

"**Derivative Works**" means a work that is based upon one or more preexisting works, such as a revision, modification, translation, abridgment, condensation, expansion or any other form in which such a preexisting work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the preexisting work, would constitute copyright infringement.

"**Use**" means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

"**Territory**" means USA

## 2. SOFTWARE LICENSE

### PERPETUAL LICENSE

Licensor hereby grants to Licensee a perpetual, non-exclusive license to use the Software and Documentation (collectively, the "Software System"), subject to the terms and conditions hereinafter set forth. This License is effective when executed by both parties and the license granted to the Software remains in force until Licensee stops using the Software or until Licensor terminates this License because of Licensee's failure to comply with any of its terms and conditions.

AND

#### **SINGLE STANDALONE COMPUTERS**

Licensor hereby grants to Licensee a nonexclusive license to install and use the Software on single-user computer or a robot in its possession.

### **3. LICENSE FEE**

As consideration for the perpetual license to use the Software System granted to Licensee herein, Licensee shall pay to Licensor the total sum of amount of the product or service price.

## LICENSEE'S RIGHTS AND OBLIGATIONS

Licensee may either:

- A. Make one copy of the Software solely for backup or archival purposes, or
- B. Transfer the Software to a single hard disk, provided Licensee keep the original solely for backup or archival purposes.
- C. Make modification of a copy of the source code provided by the Product for exploring additional features and capabilities for solely person purpose. Licensee is responsible for fixing the software bugs or failures due to the modifications.
- D. Use of development tools provided by Misty Robotics, including, without limitation, the Misty Robotics Terms of Service, the Misty Robotics Limited Warranty, the Misty Robotics End User License Agreement, and the Misty Robotics Developer Terms (collectively the "End User Terms")

The Software and Documentation are protected by USA copyright laws and international treaties. Licensee must treat the Software and Documentation like any other copyrighted material – for example a book. Licensee may not:

- A. Copy the Documentation for sale
- B. Copy the Software except to make archival or backup copies as provided above
- C. Adapt the Software or merge it into another program
- D. Resale the source code of the Software or the Software
- E. Place the Software onto a server so that it is accessible via a public network such as the Internet
- F. Sublicense, rent, lease or lend any portion of the Software or Documentation.
- G. Violate the restrictions of the Misty Robotics development tools as below:
  - (a) use or access any Product for any purposes except as expressly provided in this Agreement;
  - (b) modify, adapt, alter, translate, or create derivative works from any Product;
  - (c) sublicense, distribute, sell, convey, assign, pledge, or otherwise transfer or in any way encumber any Product or any portion thereof;
  - (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, design, or method of operation for any Product;
  - (e) circumvent or overcome (or attempt to circumvent or overcome) any technological protection measures intended to restrict access to any Product or any portion thereof;
  - (f) access or utilize any Product for any purpose that is illegal in any way or that advocates illegal activity;
  - (g) attempt to gain unauthorized access to any Product; or
  - (h) alter, obscure, or remove any copyright notice, copyright management information, or proprietary legend contained in or on the Product.All use of the Products will be in accordance with any applicable documentation provided by Misty Robotics.

## 4. LIMITED WARRANTY

Licensor warrants that for a period of 30 of days after delivery of the Software to Licensee:

- A. The download site on which this copy of the Software is distributed will be available for download up to 3 times from the purchased date, and
- B. The Software will perform in substantial accordance with the Documentation.
- C. Contact technical support via the Contact page at the licensor website

To the extent permitted by law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether Licensor knows or had reason to know of Licensee particular needs. No employee, agent, or distributor of Licensor is authorized to modify this warranty, nor to make any additional warranties.

## **5. LIMITED REMEDY**

Licensor entire liability and Licensee exclusive remedy shall be:

- A. The Software is sold as final and will not be returned to Licensor or to an authorized Dealer or Distributor, or
- B. IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE (EVEN IF LICENSOR OR AN AUTHORIZED DEALER OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

## **6. REPRESENTATIONS AND WARRANTIES**

Licensor hereby represents and warrants to Licensee that:

- A. Licensor is the owner of all right, title and interest, including copyright, in all the Licensed Materials, or has the authority to enter into this Agreement on behalf of the owner.
- B. Licensor has not granted any rights or licenses to the Licensed Materials that would conflict with Licensor's obligations under this Agreement.
- C. Licensor is fully aware of Licensee's business requirements and intended uses for the Software and the Software shall satisfy such requirements and is fit for such intended uses.
- D. Licensor will not enter into any agreement with any third party which would affect Licensee's rights under this Agreement, or bind Licensee to any third party, without Licensee's prior written consent.
- E. Licensee's use of the Licensed Materials as authorized by this Agreement will not infringe any existing copyright, trade secret, patent or trademark rights of any third party.

## **7. TERMINATION**

Licensor shall have the right to immediately terminate this License if Licensee fails to perform any obligation required of Licensee under this Agreement or if Licensee becomes bankrupt or insolvent. This License Agreement takes effect upon Licensee's use of the software and remains effective until terminated. Licensee may terminate it at any time by destroying all copies of the Software and

Documentation in its possession. It will also automatically terminate if Licensee fails to comply with any term or condition of this License Agreement.

## **8. RETURN OR DESTRUCTION OF SOFTWARE UPON TERMINATION**

Upon termination of this License, Licensee shall return to Licensor or destroy the original and all copies of the Software including partial copies and modifications. Licensor shall have a reasonable opportunity to conduct an inspection of Licensee's place of business to assure compliance with this provision.

## **9. TITLE TO SOFTWARE**

Licensor retains title to and ownership of the Software and all enhancements, modifications and updates of the Software.

## **10. MODIFICATION AND ENHANCEMENTS**

Licensee will make no efforts to reverse engineer the Software, or make any modifications or enhancements without Licensor's express written consent.

## **11. THE SOFTWARE**

The Software shall consist of the modules or components, shall perform the functions and shall comply with the proposals and specifications, identified or set forth on product description.

## **12. DOCUMENTATION**

The Documentation shall consist of all user guides, listings, specifications, and other materials for use in conjunction with the Software. Licensor shall deliver to Licensee, as specified below, 1 complete copies of the Documentation. Licensee shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation for its own use as it may determine.

## **13. SOURCE CODE**

Applicable only for Software product containing source code. The Software shall include its Source Code form (the "Source Code") according to the programming language defined by the product, and all relevant explanations and documentation of the Source Code (collectively, "Commentary"). Licensor is required to deliver to Licensee, 1 copy of the complete Source Code contained in machine-readable zipped file.

## **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

the download site, a single zipped file of the Software components together with the required number of copies of the Documentation.

## **16. SOFTWARE INSTALLATION AND ACCEPTANCE**

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.

## **17. NEW LOCATION**

Licensee may, at any time, without prior notice to or consent of Licensor, transfer the Software to any location other than the site of initial installation for use on any other central processing unit ("CPU") which is owned or controlled by Licensee or by subsidiaries or other entities owned or controlled by Licensee. Licensee shall thereafter promptly give Licensor notice of such new location if it causes a problem.

## **18. MULTIPLE USE OPTION**

Licensee shall simply purchase additional identical software product SKU and have the option to extend the license granted hereunder to include use of the Software on more than a single CPU which it may exercise in its sole discretion at any time.

## **19. TRAINING**

The License Fee does not include any training. Licensee can request separate consultant service that includes all costs for the training of Licensee's employees on the use and operation of the Software on the Hardware, including instruction in any necessary conversion of Licensee's data for such use. Pursuant to a mutually agreed upon schedule, Licensor shall provide sufficient experienced and qualified personnel to conduct up to 5 full eight-hour days of such training of groups of up to 10 employees or other personnel of Licensee at a location or locations designated by Licensee.

## **20. SOFTWARE MAINTENANCE**

- A. During the warranty period, Licensor shall promptly notify Licensee of any defects or malfunctions in the Software or Documentation of which it learns from any source. Licensor shall promptly correct any defects or malfunctions in the Software or Documentation discovered during such warranty period and provide Licensee with corrected copies of same, without additional charge. Licensor's obligation hereunder shall not affect any other liability which it may have to Licensee.
- B. Licensor shall provide to Licensee, without additional charge, copies of the Software System and Documentation revised to reflect any enhancements to the Software System made by Licensor during the warranty period. Such enhancements shall include all modifications to the Software System which increase the speed, efficiency or ease of operation of the Software System, or add additional capabilities to or otherwise improve the functions of the Software System.

## **21. ADDITIONAL SUPPORT**

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.

## **24. CONFIDENTIALITY**

For custom software consultant services, each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement.

The Software contains trade secrets and proprietary know-how that belong to us and it is being made available to Licensee in strict confidence.

ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

## **25. PUBLICITY**

Licensor includes this agreement in the website store for customer viewing and a copy as part of the Documentation of the Product for Licensee reference.

## **26. LICENSOR'S PROPRIETARY NOTICES**

Licensee agrees that any copies of the Software or Documentation which it makes pursuant to this Agreement shall bear all copyright, trademark and other proprietary notices included therein by Licensor

and, except as expressly authorized herein, Licensee shall not distribute same to any third party without Licensor's prior written consent. Notwithstanding the preceding sentence, Licensee may add its own copyright or other proprietary notice to any copy of the Software or Documentation which contains modifications to which Licensee has ownership rights pursuant to this Agreement.

## **27. EQUAL FAVORED CUSTOMER**

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

## **28. ASSIGNMENT**

Licensee may assign this agreement to any subsidiary or affiliate under its control, or as part of the sale of that part of its business which includes the Hardware or any substantial portion of its data processing facilities, or pursuant to any merger, consolidation or other reorganization, without Licensor's consent, upon notice to Licensor. Licensor shall not assign this Agreement without Licensee's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all of the rights and obligations of the assigning party set forth in this Agreement.

## **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:**

<b><u>Processor (CPU):</u></b>	Intel Core i5 (sixth generation or newer) or equivalent
<b>Operating System:</b>	Microsoft Windows 10 Home or Professional x64
<b>Memory:</b>	8 GB RAM
<b>Storage:</b>	500 GB internal storage drive
<b>Monitor/Display:</b>	14" LCD monitor, resolution of 1600 x 900 or better.
<b>Network Adapter:</b>	802.11ac 2.4/5 GHz wireless adapter
<b>Other:</b>	Internal or external Webcam, external hard drive for backups
<b><u>Robot:</u></b>	Misty II Robotics
<b><u>Programming language:</u></b>	Python 3.7 and later Java 1.8 or later
<b><u>Development tools:</u></b>	Microsoft Visual Studio Code Visual Studio 2019 Jupyter notebook Text editors

**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. Upload the software from PC to robot if this is the Java on robot skill program
- iv. Start running the software 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.