

TERMS OF USE

As the purchaser of the Robot Academy, LLC training manual, its content and aids (“Training Curriculum”) you agree as follows:

1. Robot Academy, LLC has created the Training Curriculum and holds the exclusive rights thereof under various copyrights, trademarks and other intellectual property or proprietary rights laws. Robot Academy, LLC will provide you with updates to the Training Curriculum from time to time at no extra charge. However, additional modules as they become available can be purchased by you at the then market price rate.
2. Robot Academy, LLC grants you a non-exclusive, non-sublicenseable, nontransferable and revocable right to use the Training Curriculum in connection with your robotics instruction classes only at your designated location(s) and in the described manner outlined in the attached Schedule (“Schedule of Locations and Class Design”). You are not permitted to rent, lease, lend, sell, or redistribute the Training Curriculum or any portion thereof. You and anyone affiliated with your classes may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Training Curriculum. You are not affiliated with Robot Academy, LLC and therefore you are not permitted to advertise as such. However, you are permitted to advertise that you use the Training Curriculum. The videos contained in the Training Curriculum are intended only for the purpose of instruction as described in the attached Schedule, and any other reproduction, use or broadcast is strictly prohibited.
3. The use granted is conditioned on you complying with the Terms of Use. If you violate these Terms of Use, as determined by Robot Academy, LLC in its sole discretion, the grant regarding the Training Curriculum automatically expires, and you will not be entitled to a refund.
4. No waiver by Robot Academy, LLC of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. These Terms of Use and any rights, licenses or uses granted may not be transferred or assigned by you. Robot Academy, LLC may assign any rights, licenses or uses granted in these Terms of Use without restriction.
5. Robot Academy, LLC makes no guarantee to you regarding the appropriateness or fitness of the Training Curriculum. No refunds are permitted unless it has been demonstrated that the Training Curriculum or any portion thereof was damaged upon your initial receipt. In such instances you have the option to return the entire Training Curriculum for a full refund or receive another Training Curriculum. To the fullest extent allowed by applicable laws, in no event will Robot Academy, LLC or any of its licensors, service providers, employees, agents, members, managers, officers, or directors be liable for indirect, general, special, incidental, consequential, exemplary or other damages (including, without limitation, damages for personal injury, pain and suffering, emotional distress, loss of profits or anticipated savings, loss of use, loss of goodwill, business interruption, corruption of files, loss of business information, or any pecuniary loss), under any legal theory (whether caused by tort (including negligence), breach of contract or otherwise), arising out of or in connection with your use, or inability to use, the Training Curriculum, or any online service linked to it, any content on the Training

Curriculum or such other online services, even if foreseeable and even if Robot Academy, LLC has been advised of the possibility of such damages.

6. You agree to defend, indemnify, and hold harmless Robot Academy, LLC, its licensors, service providers, employee, agents, members, managers, officers, directors, successors and assigns from and against any claims, liabilities, damages, judgements, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Training Curriculum.
7. If any provision of these Terms of Use is held invalid by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of will continue in full force and effect.
8. These Terms of Use shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws provisions.
9. Any dispute or claim arising out of, relating to, or in connection with these Terms of Use (whether for breach of contract, tortious conduct, or otherwise) shall, to the extent permitted by law, be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if claims qualify. All fees associated with any arbitration or small claims action shall be paid by you. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms of Use as a court would. Arbitration shall be conducted in accordance with the American Arbitration Association's commercial arbitration rules, if applicable, the supplementary procedures for the resolution of consumer related disputes, consolidated or class action arbitrations shall not be permitted. Arbitration hearings shall be held in Columbus, Ohio. If this location is not convenient for you, you shall inform Robot Academy, LLC. Robot Academy, LLC will work with you to determine a mutually convenient location. However, any disagreement regarding the location in which arbitration hearings will be held shall be settled by the arbitrator. Nothing herein shall be construed to preclude any party from seeking injunctive relief in the state and federal courts located in Columbus, Ohio.
10. By your purchase of the Training Curriculum no legal relationship has been created or established between you and Robot Academy, LLC including, without limitation, a joint venture, partnership, franchise, business opportunity, or any other form of business relationship other than an at- arms- length transaction. You have purchased the right to use the Training Curriculum as a teaching aid to assist you with designing your class curriculum as described in the Schedule, and not for any other business purpose.
11. By your signature below, or by pressing the "I Agree" below, you agree to be bound by these Terms of Use set forth herein.

Signed by: _____

Print Name: _____

Dated: _____