



2024 FINAL AGREEMENT

Sent on: 02/15/2024

BETWEEN

**Pembroke Pines-Florida State University Charter Elementary School
AND Drobots Company**

Agree to the following:

Drobots Company (hereby known as “DBots”) in collaboration with Pembroke Pines-Florida State University Charter Elementary School (hereby known as the “School”) will provide curriculum, training, instructors, support, equipment, supplies and select materials for the School’s summer camp program, summer camp, and or stem/science programs for children and teens.

Courses and Schedule:

The School will offer DBots programs per the schedule listed below:

2024 Dates	Duration	Session Title	Session Type	Below Represents Rising Grades	Camp Start Time	Camp End Time	Marketing Tuition Per Session	Min Enroll per Session	Max Enroll per Session
6/24/24 to 6/27/24	Full Day	Jurassic-Bot and LEGO Adventure	One-Week	K to 2nd	8:00:00 AM	2:00:00 PM	TBD	8	32
6/24/24 to 6/27/24	Full Day	Drone Escape & Rescue	One-Week	3rd to 4th	8:00:00 AM	2:00:00 PM	TBD	8	24
7/1/24 to 7/3/24	Full Day	Lego & K'nex Theme Park	One-Week	K to 2nd	8:00:00 AM	2:00:00 PM	TBD	8	32
7/1/24 to 7/3/24	Full Day	StemQuest: Robot X Games	One-Week	3rd to 4th	8:00:00 AM	2:00:00 PM	TBD	8	24
7/8/24 to 7/11/24	Full Day	Dr. Seuss' K'nex Great Robotics Adventure	One-Week	K to 2nd	8:00:00 AM	2:00:00 PM	TBD	8	32
7/8/24 to 7/11/24	Full Day	Drone Mission: Earth to Mars	One-Week	3rd to 4th	8:00:00 AM	2:00:00 PM	TBD	8	24
7/15/24 to 7/18/24	Full Day	LEGO & K'NEX Super Mario Brothers	One-Week	K to 2nd	8:00:00 AM	2:00:00 PM	TBD	8	32
7/15/24 to 7/18/24	Full Day	Medieval Robot Battles	One-Week	3rd to 4th	8:00:00 AM	2:00:00 PM	TBD	8	24

Notes Pertaining To Above (if applicable):

Facility Usage:

The School will offer the following classrooms, facilities, and/or indoor or outdoor spaces to DBots for use

during programming sessions:

- 2 separate classrooms for up to 16 students enrolled per session
- 3 separate classrooms for 17 to 24 students enrolled per session
- 4 separate classrooms for 25 to 32 students enrolled per session
- Hallway space near or around classrooms for non-computer based programs (if available)
- Indoor Gym, Multi-Purpose Room or Activity Room *if or when available* (if available)
- Outdoor grass or turf area; approximate space the size of a tennis court; does not have to be athletic field
- WiFi available and access to all necessary websites to operate camp (all websites are educational-based)
- Projector and video-conference access (only for computer-based programs, not any other programs)
- Use of school's computers (if applicable): **NA**
- Secure and lockable small storage area for supplies overnight and over the weekend (when applicable)

Agreement

Responsibilities of Drobots Company (DBots):

1. To provide: curriculum, lessons, mobile devices, hardware, software, and other materials used to operate a Drobots Summer Camp Program.
2. To recruit, hire, train and supervise all instructors to ensure optimal outcomes for the participants.
3. To train instructors on all programming and safety and those who supervise instructors.
4. To provide real time support prior to the commencement of programs and as programs are in session to instructors.
5. To assist School during normal camp hours (including normal hours of arrival and dismissal) and provide supervision and coordination of student arrival, dismissal, lunch (if applicable).
 - 5a. DBots agrees to provide supervision and coordination of students to and from the swimming pool, but DBots will not provide supervision in lieu of a certified lifeguard provided by the School.
 - 5b. School and DBots both agree that DBots Instructors will not participate in any swimming activity, nor will they enter the pool or inside any camper dressing or changing areas without a School supervision or a School representative.
 - 5c. All assistance and coordination will occur within the normal camp hours of the camp day and not include extended day care programs, hours, or operations.
6. To provide customer support as needed.
7. Upon the school's request, DBots may elect to offer general, non-binding marketing information, business information, and additional academic support.

Responsibilities of School/Facility (School):

1. To comply with all applicable independent school or state and federal legal requirements for operating a summer camp or summer enrichment program, if applicable.
2. To provide all facility related needs to run programs including: air conditioning, indoor space, outdoor space, chairs, tables, secure and lockable storage closet, and Wi-Fi Internet access.
3. To provide and include DBots and DBots camp titles and camp descriptions in all general camp marketing materials, advertising, mailings, and all registration as relevant.
4. To provide and/or coordinate with DBots (so DBots may assist) supervision and coordination of student arrival, dismissal, lunch (if applicable), and swimming (if applicable). See #5 above in "Responsibilities of Drobots".
5. To conduct all registration related activities and responsibilities.
6. To provide DBots all with relevant and required School licensing and criminal background check

- information and processes no later than February 1st.
7. To provide enrollment updates to DBots every week starting on March 1st, via DBots online form or mutually agreed upon method of communication.
 8. To provide the contact information of any other related organization contacts who are involved in the program including, but not limited to: Finance (and/or Accounts Payable), Legal (only if relevant) and an alternate Primary Contact (in lieu of Program Director).
 9. To advise DBots in advance of any Legal and/or Financial Procedures DBots needs to be aware of to ensure timely and mutual compliance with this Memorandum.
 10. To provide DBots with all information pertaining to School's orientation/training session no later than March 1st. This information will include orientation/training venue, date and necessary forms required.

Financials

Agreement Percentage Split, Based on Gross Revenue Receipts OR School Will Provide DBots With A Payment Based On A Per Camper, Per Session Basis.

Gross receipts will be calculated from the School's advertised full-price tuition for a DBots program and session. The gross receipts will not account for any prorated tuition, early bird discount tuition, sibling tuition, or any other reduction in the agreed-upon tuition stated in this agreement. The gross receipts will be divided for each session and split between DBots and School according to the following percentage of gross receipts listed below. If the agreement calls for School to compensate DBots per camper, per session, then that amount is listed below.

Financial Arrangement:

DBots will receive the following compensation or percentage of gross revenue, per enrolled camper, per session:

The arrangement reflected in this agreement is: **School Pays Drobots**

Drobots Company: \$400 per enrolled camps on 4-day weekly camps;

\$300 (July 3rd week) per enrolled camper

Supply and Technology Deposit Invoice

On May 1st, DBots will invoice the School in the amount of **\$1,000 per session** as a good faith deposit collection from the School to DBots. DBots will count each deposit against the final invoice for each session. The deposit is used to secure pre-session operational supplies. If a session(s) is mutually canceled due to low enrollment, the \$1,000 per session deposit will be fully refunded from DBots to School no later than September 1.

Invoice - Based on Enrollment and Attendance Report

DBots will invoice School for all students who participate in the camp session. This applies to any student who attends even one (or more) full or half day of camp, regardless if the student dismisses herself from the program for reasons known or unknown. DBots will invoice School for the entire attendance and duration of the camp or the appropriate prorated tuition based on the total days student attended. It is the responsibility of the School to

share all information related to students who drop out of a session for reasons known or unknown. It shall also be the School's responsibility to immediately share this information so DBots may know the reason why the student has opted out of the remaining duration of the program.

Final Invoice

Upon Completion of a Program, DBots will invoice the School for the enrolled students per week or session. This invoice will deduct the May 1 deposit, if already paid, in the amount of \$1,000. The number of students registered determines student enrollment. **If a student is absent or does not attend they will be counted on invoices unless the School has shared a refund policy with DBots for absentee students.**

Additional Terms

Definition of Session Offering

A session is defined as a full day session or a half-day (AM or PM) session in operation for the duration of a period of at least one week, Monday – Friday unless otherwise discussed and agreed upon in writing. School must operate a minimum of two separate weeks (ie: at least two sequential one-week sessions based on the calendar) of DBots programming. If both School and DBots mutually decide in writing to cancel a session(s) due to low enrollment, the cancellation will have no effect on the “Minimum Session Offering” clause language nor will it affect the agreement in any way, regardless of how many less sessions are offered due to cancellation.

Definition of Drobots' Instructors Schedules and Hours Worked at School

School and DBots agree that DBots' instructors are not obligated to supervise campers before the camp day begins (ie: before care) or after the camp day ends (ie: after care). Exceptions include the following:

Arrival Time: DBots agrees to supervise campers during “arrival time”. Dismissal time is defined as the period of time, approximately 10 minutes prior to the agreed-upon camp program start time (see page one), when campers arrive on campus to when campers report to the location of the DBots program (ie: classroom, etc). DBots will exhibit flexibility and assist School where and when needed, however, in return, School shall be flexible and honor that DBots' instructors need uninterrupted time, in the morning to prepare for the upcoming day (set up of activities, supplies, equipment, camper arrival, etc.), for a period of approximately 20-45 minutes each morning.

Dismissal Time: DBots agrees to supervise campers during “dismissal time”. Arrival time is defined as the period of time, approximately 15 minutes after the agreed-upon camp program end time (see page one), when campers are dismissed from the DBots program and report to the location where the campers report to the dismissal area (ie: after care room; carpool pick-up area, etc). DBots will exhibit flexibility and assist School where and when needed, however, in return, School shall be flexible and honor that DBots' instructors need uninterrupted time, in the afternoon to prepare for the next day (break down of activities, supplies, equipment, camper material organization, etc), for a period of approximately 20-45 minutes each afternoon.

DBots' instructors are paid hourly and therefore, DBots and School agree to work in tandem to limit the weekly hours of DBots' instructors to the weekly schedule (and total hours) that DBot's headquarters assigns each instructor. Moreover, both School and DBots will work in tandem and understand that DBots schedules each instructor to 40 hours or under to avoid having to compensate employees for overtime pay. Both parties understand and agree that there will be exceptions, but in such occasions, School will communicate with the director or hiring and scheduling manager (full time Talent Team director who works at DBots' headquarters) if

School anticipates any daily or weekly increase in hours, in addition to the amount of hours that the DBots hiring and scheduling (Talent Team) has assigned, so the the DBot's Talent Team may communicate, discuss, and inform all DBots' instructors in a timely manner. Also, it is to be noted Many DBots instructors have a second job, summer school, and/or personal responsibilities immediately following their scheduled camp hours, so it is important that both DBots and School all respect their respective time each day and week.

School Orientation/Training

By March 1st and if applicable, School must provide DBots with the dates, times, and location of the School's training or orientation. This due date is important to share with DBots, so DBots has the opportunity to inform and schedule the appropriate DBots' instructor(s) to maintain an open schedule on the announced date(s).

It is mutually understood that some or all of DBot Instructors who will work at School during the DBots sessions, may not be available to attend the School's training and or orientation date, due to those particular DBots Instructors work schedule. In other words, if a DBots Instructor is scheduled to work at another DBots location on the same date as the School's training or orientation, the DBots Instructor will not be available to attend.

In this scenario, School agrees to either:

1. Permit the DBots Instructor to be excused from the School's training and/or orientation
2. Provide training and orientation materials in digital form, so DBots Instructors may review during a time when they are not working.
3. Provide an agreed-upon date and time for an additional training or orientation session, specifically for DBots Instructors.
4. Permit a DBots representative to attend the original School training and/or orientation on behalf of all other DBots Instructors who will work at School.

DBots Use of Cellular Phones On Campus

For operational purposes, School understands and permits all DBots Instructors to have cellular phones on their person at all times throughout the session. However, phones may only be used by DBots Instructors for the following reasons and not for entertainment or personal communication reasons:

1. To clock in and out of cloud-based Dbots time clock system
2. To communicate with DBots Headquarters using the DBots group Voxer app and two-way communication system.
3. To view certain DBots produced drone activities for reference on how to implement a new drone activity for the program.

DBots fully respects any School policy on cellular phone usage during camp hours or while an Instructor is on campus. Therefore, DBots assures School that DBots' training includes proper cellular phone etiquette and permissions for all DBot Instructors. This includes training that addresses no taking of photos or videos of children (unless permitted by School), no non-drone related videos viewed during camp session, no personal communications (unless it is deemed an emergency situation, whereby Instructor will conduct communication in a private area and away from the students).

DBots Use of iPads, Kindles and YouTube Videos on Campus and During Programs

For educational purposes, School understands and permits all DBots Instructors to use an iPad and/or a Kindle throughout the day and at all times if needed. Furthermore, the School recognizes and agrees that DBots may, on occasion and throughout a session(s), utilize YouTube videos to share with the participants. However,

YouTube videos may only be used by DBots Instructors for the reasons stated below and only when the curriculum directs DBots instructors to purposely share a video to provide an example or educate a participant(s) about the topic and/or program said participant is enrolled. YouTube videos are **NOT** to be used to show campers a movie and “pass the time”. All YouTube video sharing is intentional and included in the DBots curriculum:

1. To demonstrate a certain craft that the participant(s) will perform
2. To educate participant(s) about a particular character in a movie and/or show - related to the curriculum and program session title or intended outcome.
3. To share and view certain skills or examples of certain best practices - that we rely upon DBots instructors to access and share when a video is a better resource than a live demonstration by said instructor.

DBots fully respects any School policy on showing YouTube videos to participants during camp hours or while participants are engaged in a DBots program. Therefore, DBots assures School that DBots’ training includes proper YouTube etiquette and instructions/best practice examples of when to show a YouTube video to participants. This includes training that addresses child-friendly rated-G videos that are neither violent or contain foul/ abusive/scary language.

Cancellation Policy

DBots reserves the right to cancel any sessions with enrollment below the agreed-upon School reported enrollment of campers (see page one), up to 10 days prior to the start date of the session. Moreover, DBots reserves the right to communicate with School on or around mid-March to discuss either: canceling a session or increasing or decreasing the minimum and maximum enrollment per session. Criteria to make said decision depends upon anticipated enrollment based on current enrollment. Different cancellation policies may be accommodated at the School’s request under certain circumstances. If School would like to offer the session despite the minimum enrollment threshold not being met, School must inform DBots at the time of cancellation communication, so that DBots may agree to accommodate such request if School agrees to compensate DBots for the agreed-upon minimum number of students (as written on page 1) based on the percentage split DBots would receive for a student paying full tuition.

Technological Arrangements

N/A at this time, however, any changes to this section must be discussed and agreed upon in writing.

Proprietary Curriculum:

All course descriptions, handouts, course outlines, and teaching materials are the intellectual property of DBots and may not be reproduced, modified, or used without the express written consent of a managing member or their authorized representative of the company.

Shared Marketing and Proprietary Brand:

It is understood there is a mutual benefit to the School and DBots from all marketing done to promote program enrollment. Marketing materials should reference and provide links to DBots website whenever possible. Any DBots images, copy, video, or logos that are used for marketing may not be altered without written consent of DBots.

Project Ownership:

Any and all projects, lessons, and activities created by students and/or DBots staff are the sole property of DBots. For computer-based camp programs all students will have the opportunity to access her project at the end of the session, but will have to do so over a secure network. If applicable, students who wish ownership of projects need to request via email that their project be taken down from the DBots site and ownership be transferred to the student.

Programming and Hiring Restrictions:

Partners and School may not run similar programs that include drones, quadcopters, UAV or other drone-related activities. Additionally, School may not run similar programs with an instructor who was trained by DBots, or in a DBots licensed program, without renewing the DBots license for that year.

For example, Nancy Johnson is hired by the School and trained by DBots to teach DBots. Nancy cannot be hired the following year to teach the same program or a similar program on his own, whether for the School, University or as an Independent Contractor. This hiring restriction will be in duration for a period of 3 years after the termination of the contract and applies to School enrichment and summer programming only. Programs that are not in the DBots course descriptions or instructors who were not trained by DBots, or in a classroom that presented a DBots Program, do not apply. Courses that are currently offered by the School are also exempt.

Use of Additional Vendors:

The School may not hire any other vendors or companies to offer the same programs during the duration of our relationship, unless the School demonstrates a pre-existing relationship with an outside program or vendor who were operating a drone, quadcopter, or UAV-related program prior to the onset of the agreement. If any pre-existing relationship does exist, School agrees drones may be used only as a part of the curriculum to enhance the learning experience, so long as drones (or similar) are not marketed or advertised within the title or description of the program; or any marketing materials to the public; or used during the program as the “primary focus of the camp”.

Definitions:

“Similar” refers to the word, title and name: “Drones”, which are also referred to and defined as quadcopters, octocopters, hexacopters, UAVs, autonomous unmanned vehicles or any other drone-related terminology. Any scenario where another camp or program is utilizing drones for more than 10% of the curriculum or scheduled program defines “Primary focus of the camp”.

Additionally School agrees, as soon as School learns about or has knowledge of, to communicate in writing with DBots any information related to or regarding any upcoming, present or future vendor or program that is or will be utilizing drones in any capacity during their respective camp programs. School also agrees that DBots will have the first right of refusal to offer, market and operate any new drone-related summer program should the School or any third party propose or plan to offer, market or operate a drone-related summer program at School or included in School’s summer program offerings.

Legal and Medical Responsibilities:

Upon commencement of the agreement, the School is responsible for any legal requirements & medical responsibilities specific to entering into the agreement and for hosting children’s programming. DBots employees are not required to be CPR certified and do not administer any type of medical treatment.

Background Check Responsibilities:

Upon commencement of an agreement, DBots is responsible for any legal requirements specific to entering into the agreement and for facilitating children's programming. DBots employees are always and without question required to be background checked according to the laws and rules of the state. The only exception is if the School informs DBots otherwise. If no indication is made, School shall accept the DBots background check policy and procedure. Background checks will be conducted and shared with the School as soon as possible, but no later than 5 business days prior to the first day of camp.

Definitions:

1. DBots conducts all employee background checks through **Employment Background Investigations (EBI)**; www.ebiinc.com). Included in each employee background check is the following investigation:
 - o SSN Trace (identifies unique alias/jurisdictions)
 - o SmartCrim All County Search (identified by SSN Trace)
 - o National Criminal Research Database (includes Sex Offender Registry)
2. If School address is located in a state where there is a mandatory FBI Fingerprint and Background check required, then DBots will not conduct the EBI screening, and instead conduct an FBI fingerprinting for each employee.

If School requires additional background checks and/or information from a DBots employee OR if School will not accept the methods detailed within the "definitions" above, School shall include the name of separate and other screening(s) and provide all necessary information required to fulfill such screening(s) in the addendum section titled "**Additional Terms or Notes (if applicable)**" which is located prior to the signature page of agreement. School also agrees to provide all necessary instructions and related paperwork at least 90 days prior to the first day of DBots' first day of camp programming at School.

Purchase Orders and Late Payments (if applicable)

A purchase order must be created prior to the start of work to facilitate payment in a timely fashion. DBots staff is familiar with the purchase order process and is willing to assist program directors in any way necessary. Whether a purchase order has been created or not, payment is due upon services rendered. Any payment 30 days past the invoice date will incur a late fee of 1.5% for every 30 days past due and may at DBots discretion. The fees are not compounding.

Services and Taxes:

DBots reserves the right to determine the method, manner or means by which the Services will be performed and the specific time during the "Camp Day" and "Camp Week" which Services will be performed. The School is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

Additional Costs:

DBots shall clean all facilities used and leave the campus in the same condition as it was found. School shall be responsible for any costs associated with any damage falling under the category of "normal wear and tear" of the facilities. Exceptions will include negligent acts by DBots that go beyond the category of "normal wear and tear", whereby; DBots will be responsible for any costs incurred.

In addition, School shall be solely responsible for any additional costs incurred by School as a result of DBots use of the Premises, including additional security, maintenance, or general administration.

Lawful and Appropriate Use:

DBots is solely responsible for assuring that the Premises will not be used for any unlawful purpose or unsafe activity during its use by DBots and shall comply with all School policies, rules and regulations. DBots shall ensure that no alcoholic beverages, illegal drugs or tobacco products are brought onto the Premises or any part of the facility or property. DBots will provide adequate supervision of any person on the Premises for the above-described use.

Parking:

DBots instructors or guests/invitees may park vehicles on campus during the operation of the camp.

No Assignment:

The limited and revocable license to use the Premises granted by this Agreement may not be assigned to any other person or entity.

Release of Claims for Injury:

Without limiting the indemnification set forth in paragraph below, DBots agrees to accept the Premises “as is” and DBots further agrees to waive and release School from any claim for personal injury, property damage, or death that may occur during DBots use of the Premises. School assumes no responsibility for the loss or damage of DBots property placed on or in the Premises and DBots hereby expressly releases and discharges School from any and all liability for loss to such property.

Insurance:

DBots must furnish to School a Certificate of Insurance evidencing insurance liability coverage with a minimum of \$1,000,000 naming School as an additional insured. In addition DBots will carry a minimum company Umbrella Insurance coverage of \$4,000,000.

Indemnification:

DBots agrees to indemnify, hold harmless, and defend School from and against any and all losses, claims, liabilities and expenses, including reasonable attorney’s fees, if any, which School may suffer or incur in connection with DBots use or misuse of the Premises.

Remedies:

School acknowledges that (1) compliance with all paragraphs herein are necessary to protect DBots business interests and good will; (2) a breach of those paragraphs will irreparably and continually damage DBots; and (3) an award of money damages will not be adequate to remedy such harm. School agrees that if they breach any of these covenants, DBots shall be entitled to a preliminary injunction and money damages as well as reasonable costs and attorney fees.

Arbitration:

If any dispute arises between the parties hereto, with respect to this Agreement and/or performance under this Agreement, the dispute shall be submitted to binding arbitration before the American Arbitration Association (AAA) in the state of Maryland. This Agreement shall be interpreted, enforced and governed by the substantive laws of Maryland and the decision of the arbitrator shall be enforceable in the Maryland Courts.

Integration:

This Agreement (along with all attached appendices) is a fully integrated agreement. This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings and/or document on this matter. No other unattached writings shall be included in this Agreement or incorporated herein by reference. Only an instrument executed in writing may amend this Agreement. If any provisions of this Agreement are deemed unenforceable, that provision shall not invalidate the remaining provisions contained in this Agreement, and they shall continue in full force and effect.

Modification:

No alteration or modification to any of the provisions of this Agreement shall be valid unless in writing and signed by both parties.

Safety:

DBots will uphold any and all FAA rules and regulations at all times. DBots will ensure that all drones are fully registered (if applicable), under .55 pounds (all of our drones are between 0.1 to 1 pound), and flown either indoors or flown outdoors, but within the FAA guidelines and regulations. If a DBots program is occurring within the Washington, DC 15 mile radius, DBots will conduct all drone flying activities safely and legally indoors as permitted by the FAA. If DBots is near an airport, deemed to be within the FAA 5-mile radius, DBots will abide by the FAA rules and regulations and formally contact the airport and/or the airport control tower to inform them that DBots will be flying drone(s) outside.

Timely Communication

For the programs and the partnership to be a success, regular and timely communication is necessary. Progress updates on enrollment every one or two weeks from March 15th to the end of the last offered program are respectfully requested.

Additional Terms or Notes (if applicable)

Memorandum of Agreement Between:

AND Drobots Company

READ, UNDERSTOOD, AND AGREED

School Representative Name

Robert Elwood

School Representative Title

Drobots Company CEO

Drobots Company Title

School Representative Signature



Drobots Company Signature

Date of Execution

02/15/2024

Date of Execution