PLEASE READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY BEFORE SUBMITTING AN APP FOR APPROVAL. THIS AGREEMENT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND ROBOTS APP STORE.

# **Robots App Store Developers Program Agreement**

#### Purpose

YOU would like to develop one or more Applications (as defined below) for robots.

RobotsApps.com Inc. (referred to as Robots App Store as defined in section 1.2) is willing to grant YOU (as defined in section 1.2) a limited access to sell your Applications under the terms and conditions set forth in this Agreement.

Applications developed under this Agreement can be distributed in two ways:

- (1) through the Robots App Store website, if selected by Robots App Store team, and
- (2) through a web service for use on Registered Robots (as defined below).

Applications that meet Robots App Store Documentation and Program Requirements may be submitted for consideration by Robots App Store team for distribution via the Robots App Store website (www.RobotsAppStore.com). If submitted by YOU and selected by Robots App Store team, your Applications will be digitally distributed by Robots App Store.

# 1. Accepting this Agreement; Definitions

#### 1.1 Acceptance

In order to upload an application and to use Robots App Store related services, YOU must first agree to this Agreement. If YOU do not or cannot agree to this License Agreement, YOU are not permitted to Upload applications or to use any related services.

YOU accept and agree to the terms of this Agreement on your own behalf and/or on behalf of your company, organization, educational institution, or agency, instrumentality, or department of the federal government as its authorized legal representative, by doing either of the following:

- (a) checking the box displayed at the end of this Agreement if YOU are reading this on Robots App Store website; or
- (b) clicking an "Agree" or similar button, where this option is provided by Robots App Store.

#### 1.2 Definitions

Whenever capitalized in this Agreement:

"Agreement" means this Robots App Store Developer Program License Agreement, including any attachments, which are hereby incorporated in this agreement.

"Robot" means any electronic device with loading external applications capability having sensors/motors that differentiate it from a stand alone computer.

"Robots App Store" means an online website featuring electronic store owned by RobotsApps.com Inc. a Delaware corporation with its principal place of business at Suite 1500, 15th Floor, 50 California St. San Francisco, California 94111 United States.

"Application" means one or more software programs or specific code developed by YOU in compliance with the Robot's manufacturer documentation and the comply with Robots App Store Program Requirements, under your own trademark or brand, and for specific use with a specific robot, including bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of such software programs. If the application contains code written by others it is under your responsibility to get license to include this code in your Application.

"Authorized Developers" means YOU or your employees and contractors, members of your organization or, if you are an educational institution, Your faculty and staff who (a) each have an access to a valid Robots App Store Developer account, (b) have the capacity to write software for robots, and (c) to the extent such individuals will have access to Robots App Store Confidential Information, each have written and binding agreements with YOU to protect the unauthorized use and disclosure of such confidential Information provided by Robots App Store to account holders.

"Documentation" means any technical or other specifications or documentation that the Robot's vendor may provide to YOU for use in connection with their Robot.

"Licensed Application" means an Application that has been selected and digitally signed by Robots App Store for production distribution.

"Licensed Application Information" means videos, images, artwork, icons and/or any other copyrighted text, descriptions, instructions, representations or information relating to a Licensed Application that YOU provide to Robots App Store for use in accordance with this agreement.

"Term" means the period described in Section 12.

"Updates" means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases or versions of the application, or to any part of the Licensed Application.

"YOU", "your" and "Licensee" means and refers to the person(s) or legal entity using the robots App Store account or otherwise exercising rights under this Agreement. If YOU are entering into this Agreement on behalf of your company, organization, educational institution, or an agency, instrumentality, or department of the federal government, "YOU" or "Your" refers to such entity or organization as well.

#### 1.3 Term

The Term of this Agreement shall extend until the one (1) year anniversary of the original activation date of your Program account ("Effective Date"). Thereafter, subject to your payment of annual renewal fees if applicable, and compliance with the terms of this Agreement, the Term will automatically renew for successive one (1) year terms, unless sooner terminated in accordance with this Agreement.

#### 1.4 Termination

This Agreement and all rights and licenses granted by Robots App Store hereunder and any services provided hereunder will terminate, effective immediately upon notice from Robots App Store:

(a) if YOU or any of your Authorized Developers fail to comply with any term of this Agreement and fail to cure such breach within 30 days after becoming aware of or receiving notice of such breach by email to the developer registered email;

(b) if YOU become insolvent, fail to pay your debts when due, dissolve or cease to do business, file for bankruptcy, or have filed against YOU a petition in bankruptcy; or

(c) if YOU engage, or encourage others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to this Agreement, including, but not limited to, misrepresenting the nature of your submitted Application (e.g., hiding or trying to hide functionality from Robots App Store team's review, falsifying consumer reviews for your Application, etc.). Robots App Store may also terminate this Agreement, or suspend your rights to use Robots App Store services, if YOU fail to accept any new Program Requirements or Agreement terms as described in this agreement.

Either party may terminate this Agreement for its convenience, for any reason or no reason, effective 30 days after providing the other party with written notice of its intent to terminate.

**1.5** Assignment. This Agreement may not be assigned, nor may any of your obligations under this Agreement be delegated, in whole or in part, by YOU, by operation of law, merger, or any other means without Robots App Store's express prior written consent and any attempted assignment without such consent will be null and void.

**1.6 Independent Development.** Nothing in this Agreement will impair Robots App Store right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Applications, Licensed Applications or any other products or technologies that YOU may develop, produce, market, or distribute.

**1.7 Notices.** All notices will be sent between the parties by email. RobotsAppStore email address for notices is <u>Developers@RobotsAppStore.com</u>, Your registered email (as username) is your notice email address.

# 2. Robots App Store Obligations

#### 2.1 Website availability

Robots App Store will ensure an industry standard high availability and accessibility of the website content, including the Licensed Applications and its Information to users from all around the world.

#### 2.3 No Support or Maintenance

Robots App Store does not carry any responsibility for supporting or maintaining your Licensed Applications. It is your responsibility to release a working application or code. Robots App Store may forward support requests from users to you. If a user is not satisfied with the application within 14 days from the download date, Robots App Store will refund him the amount paid.

#### 2.4 Revenues Management

Robots App Store is responsible to collect the money from users and transfer it to Your Beneficiary Account under the following process:

A monthly report will be emailed to your registered email address and will be available on your account at the fifth business day of every month, summarizing your apps sales, which were executed during the previous month. You have two weeks to request clarifications for the report.

All revenues will be sent to your beneficiary account within 30 days from the report date.

To better understand the dates please note the following example:

- 1. On July 1st, you receive an email with report summarizing purchases made between May 1st and May 31st.
- 2. If you have questions or clarifications requests, you have until July 14th to send it to Robots App Store. Beyond this date, the report will be considered as approved, and money transfer process will be issued. You will be able to see the money in your beneficiary account by July 31st.

YOU are entitled to get 70% of the app price, minus money-transfer costs.

#### 2.4.1 Special Prices and special bundles.

Robots App Store makes many efforts to promote your business, this includes but not limited to: marketing efforts, agreements with robots vendors for a pre-paid accounts for their customers, group purchases, coupons, and bundle of applications. Robots App Store reserves the right to sell your applications as a part of, including, but not limited to, a bundle, group purchases, vendor pre-paid accounts etcetera. Your share from such sales will remain the same under all circumstances and will not be reduced without your prior consent. You acknowledge that you will not have any appeal or object to such move, as Robots App Store performs such moves for the benefit of all.

# 3. Your Obligations

YOU may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship between you and Robots App Store without Robots App Store's express prior written approval, which may be withheld at Robots App Store's discretion. You may direct customers to the Robot App Store to download your APP

#### 3.1 General

YOU certify to Robots App Store and agree that:

- (a) YOU are of the legal age of majority in the jurisdiction in which YOU reside (at least 18 years of age in many countries) and have the right and authority to enter into this Agreement on Your own behalf, or if YOU are entering into this Agreement on behalf of your company, organization, educational institution, or agency, instrumentality, or department of the federal government, that YOU have the right and authority to legally bind such entity or organization to the terms and obligations of this Agreement;
- (b) All information provided by YOU to Robots App Store or your end users in connection with this agreement or your Application, including without limitation Licensed Application Information, will be current, true, accurate, supportable and complete and, with regard to information YOU provide to Robots App Store, YOU will promptly notify Robots App Store of any changes to such information. Further, YOU agree that Robots App Store may share such information (including email address and mailing address) with third parties who have a need to know for purposes related to your Application (e.g., intellectual property questions, customer service inquiries, etc.);
- (c) YOU will comply with the terms of and fulfill your obligations under this Agreement and YOU agree to monitor and be responsible for your Authorized Developers
- (d) YOU will be solely responsible for all costs, expenses, losses, lawsuits and liabilities incurred, and activities undertaken by YOU and Authorized Developers in connection with the Robots App Store services, the Robots, your Applications and your related development and distribution efforts, including, but not limited to, any related development efforts, network and server equipment, Internet service(s), the Robot or any other hardware, software or services used by YOU in connection with your use of any services;
- (e) YOU represent and warrant that YOU own or control the necessary rights in order to appoint Robots App Store as your worldwide agent for the sales and delivery of your Licensed Applications, and that the fulfillment of such appointment by Robots App Store and its Subsidiaries shall not violate or infringe the rights of any third party; and
- (f) YOU will not act in any manner which conflicts or interferes with any existing commitment or your obligation YOU may have and no agreement previously entered into by YOU will interfere with execution of your obligations under this Agreement.

#### 3.2 Data Collection, Local Laws and Privacy:

3.2.1 Any form of user or device data collection, or image, picture or voice capture or recording (collectively "Recordings"), and any form of data, content or information collection, processing, maintenance, uploading, syncing, storage, transmission, sharing, disclosure or use performed by, through or in connection with your Application must comply with all applicable privacy laws and regulations as well as any related Program Requirements, including but not limited to any notice or consent requirements. In particular, a reasonably conspicuous audio, visual or other indicator must get the user permission as part of the Application to prior to such Recording.

3.2.2 YOU and your Applications may not collect user or robot or sensors data without prior user consent, and then only to provide a service or function that is directly relevant to the use of the Application. YOU

may not use analytics software in your Application to collect and send robot or sensors or user's data to a third party.

**3.2.3** YOU must provide clear and complete information to users regarding your collection, use and disclosure of user or robot or sensors data. Furthermore, YOU must take appropriate steps to protect such data from unauthorized use, disclosure or access by third parties. If a user ceases to consent or affirmatively revokes consent for your collection, use or disclosure of his or her user or robot or sensor or user's data, YOU must promptly cease all such use and delete all collected data immediately.

3.2.4 Applications must comply with all relevant criminal, civil and statutory laws and regulations, including those in any jurisdictions in which your Applications may be offered or made available. This including the following terms:

- YOU and the Application must comply with all applicable privacy and data collection laws and regulations with respect to any collection, use or disclosure of user or robot data.

- Applications may not be designed or marketed for the purpose of harassing, abusing, spamming, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others.

- Neither YOU nor your Application may perform any functions or link to any content, services, information or data or use any robot, spider, site search or other retrieval application or device to scrape, mine, retrieve, cache, analyze or index software, data or services provided by Robots App Store or its licensors, or obtain (or try to obtain) any such data, except the data that Robots App Store expressly provides or makes available to YOU in connection with such services. YOU agree that YOU will not collect, disseminate or use any such data for any unauthorized purpose.

3.2.5 Applications must not disable, override or otherwise interfere with any core Robot's operating system, system alerts, warnings, consent panels and the like, including, but not limited to, those that are intended to notify the user that the user's location data is being collected, transmitted, maintained, processed or used, or intended to obtain consent for such use. If consent is denied or withdrawn, Applications may not collect, transmit, maintain, process or utilize the user's data or perform any other actions for which the user's consent has been denied or withdrawn.

#### **Content and Materials:**

3.3.1 Any master recordings and musical compositions embodied in your Application must be whollyowned by YOU or licensed to YOU on a fully paid-up basis and in a manner that will not require the payment of any fees, royalties and/or sums by Robots App Store to YOU or any third party. In addition, if Your Application will be distributed outside of the United States, any master recordings and musical compositions embodied in your Application (a) must not fall within the repertoire of any mechanical or performing/communication rights collecting or licensing organization now or in the future and (b) if licensed, must be exclusively licensed to YOU for your Application by each applicable copyright owner.

3.3.2 If your Application includes or will include any other content, YOU must either own all such content or have permission from the content owner to use it in your Application.

3.3.3 Applications may be rejected if they contain content or materials of any kind (text, graphics, images, photographs, sounds, etc.) that in Robots App Store team's reasonable judgment may be found objectionable, for example, materials that may be considered obscene, pornographic, or defamatory.

3.3.4 Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g. computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect the user's Robot, its software, services, attached Products or other software, firmware, hardware, data, systems, services, or networks.

#### **Robot Accessories:**

3.3.5 Your Application may interface, communicate, or otherwise interoperate with or control an external Accessory through Bluetooth or TCP/IP network, Infra Red or any other communication channel only if you promptly notify the user of such use.

#### **Regulatory Compliance for Health, Medical and Related Apps:**

3.3.6 YOU will fulfill any applicable regulatory requirements, including full compliance with all applicable laws, regulations, and policies related to the manufacturing, marketing, sale and distribution of your

Application in the United States, and in particular the requirements of the U.S. Food and Drug Administration ("FDA"), and the laws, regulations and policies of any other applicable regulatory bodies in any countries or territories where YOU use or make your Application available.

However, YOU agree that YOU will not seek any regulatory marketing permissions or make any determinations that may result in any Robot App Store services being deemed regulated or that may impose any obligations or limitations on Robots App Store.

By submitting your Application to Robots App Store for selection for distribution via the Robots App Store, YOU represent and warrant that YOU are in full compliance with any applicable laws, regulations, and policies, including but not limited to all FDA laws, regulations and policies, related to the manufacturing, marketing, sale and distribution of your Application in the United States, as well as in other countries or territories where YOU plan to make your Application available via the Robots App Store.

YOU also represent and warrant that YOU will market your Application only for its cleared or approved intended use/indication for use, and only in strict compliance with applicable regulatory requirements. Upon Robots App Store team's request,

YOU agree to promptly provide any such clearance documentation to support the marketing of your Application.

YOU agree to promptly notify Robots App Store in accordance with the procedures set forth of any complaints or threats of complaints regarding your Application in relation to any such regulatory requirements, in which case Robots App Store may remove your Application from the Robots App Store.

#### **Additional Services:**

**3.3.7** From time to time, Robots App Store may provide access to additional services for YOU to use in connection with your Applications. Some of these additional services may be subject to separate terms and conditions in addition to this Agreement.

If YOU elect to use such services, your usage will also be subject to those separate terms and conditions. In addition, such services may not be available in all languages or in all countries. Robots App Store makes no representation that such services are appropriate or available for use in any particular location.

To the extent YOU choose to access such services, YOU do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Certain services made accessible to YOU through the Robots App Store Services or Software may be provided by third parties.

YOU acknowledge that Robots App Store will not have any liability or responsibility to YOU or any other person (including to any end user) for any third-party services or for any Robots App Store services. Robots App Store and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time. In no event will Robots App Store be liable for the removal of or disabling of access to any such services.

3.4 All Sales and User or VAT Tax will be collected and paid by the Robot Apps Store based on legal requirements in each, city, state, country or region. You are responsible for all and any other taxes and fees due on the APP you list with Robots App Store. Robots App Store wll report and file all required tax documents in each, city, state, country or region for all payments made to YOU

# 4. Changes to Program Requirements or Terms

Robots App Store may change the Program Requirements or the terms of this Agreement at any time. New or modified Program Requirements will not retroactively apply to Applications already in distribution.

In order to continue using the Robot App Store Software or any services, YOU must accept and agree to the new Program Requirements and/or new terms of this Agreement.

If YOU do not agree to new Program Requirements or new terms, your use of the Robots App Store Software and any services will be suspended or terminated by Robots App Store. YOU agree that your acceptance of such new Agreement terms or Program Requirements may be signified electronically, including without limitation, by your checking a box or clicking on an "agree" or similar button. Nothing in this Section shall affect Robots App Store rights under Section 7 below.

# 5. Application Submission and Selection

#### 5.1 Submission to Robots App Store

YOU may submit your Application for consideration by Robots App Store for distribution via the Robots App Store once YOU decide that your Application has been adequately tested and is complete.

By submitting your Application, YOU represent and warrant that your Application complies with the Documentation and Program Requirements then in effect as well as with any additional guidelines that Robots App Store may post on the Program web portal.

YOU further agree that YOU will not attempt to hide, misrepresent or obscure any features, content, services or functionality in YOUr submitted Applications from Robots App Store team's review or otherwise hinder Robots App Store from being able to fully review such Applications.

In addition, YOU agree to inform Robots App Store in writing through the messaging center if your Application connects to a physical device, including an external Accessory, and, if so, to disclose the means of such connection and identify at least one physical device with which your Application is designed to communicate.

If requested by Robots App Store, YOU agree to provide access to samples of any such devices at your expense (samples will not be returned).

YOU agree to cooperate with Robots App Store in this submission process and to answer questions and provide information and materials reasonably requested by Robots App Store regarding your submitted Application, including insurance information

YOU may have relating to your Application, the operation of your business, or your obligations under this Agreement.

Robots App Store may require YOU to carry certain levels of insurance for certain types of Applications and name Robots App Store as an additional insured.

If YOU make any changes to an Application (including to any functionality made available through use of the In App Purchase API) after submission to Robots App Store, YOU must resubmit the Application to Robots App Store. Similarly all bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of your Application must be submitted to robots App Store for review in order for them to be considered for distribution via the Robots App Store. Further, if your Application is accepted for distribution via the Robots App Store.

#### 5.2 Selection by Robots App Store for Distribution

YOU understand and agree that Robots App Store may, in its sole discretion:

(a) determine that your Application does not meet all or any part of the Documentation or Program Requirements then in effect;

(b) reject your Application for distribution for any reason, even if your Application meets the Documentation and Program Requirements; or

(c) select and digitally sign your Application for distribution via the Robots App Store.

Robots App Store shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities YOU may incur as a result of your Application development, use of any services, or participation in the Program, including without limitation the fact that your Application may not be selected for distribution via the Robots App Store. YOU will be solely responsible for developing Applications that are safe, free of defects in design and operation, and comply with applicable laws and regulations.

YOU will also be solely responsible for any documentation and end user customer support and warranty of your Applications. The fact that Robots App Store may have reviewed, tested, approved or selected an Application will not relieve YOU of any of these responsibilities.

## 6. Distribution

Applications developed under this Agreement may be distributed in two ways: (1) through the Robots App Store, if selected by Robots App Store, and (2) distribution for use as a pre-installed software on a limited number Robots.

# 7. Cancellation

YOU understand and agree that Robots App Store may cease distribution of your Licensed Application(s) and/or Licensed Application Information at any time. For example only, Robots App Store might choose to do this if at any time:

(a) Robots App Store has been notified or otherwise has reason to believe that your Application violates, misappropriates, or infringes the rights of a third party or of Robots App Store;

(b) Robots App Store has reason to believe that your Application contains malicious or harmful code, malware, programs or other internal components (e.g. software virus);

(c) Robots App Store has reason to believe that your Application damages, corrupts, degrades, destroys or otherwise adversely affects the robots it operates on, or any other accessory, software, firmware, hardware, data, systems, or networks accessed or used by the Application;

(d) YOU breach any term or condition of this Agreement or the Registered Robots App Store Developer terms and conditions;

(e) Any information or documents provided by YOU to Robots App Store for the purpose of verifying your identity is false or inaccurate;

(f) Any representation, warranty or certification provided by YOU to Robots App Store in this Agreement is untrue or inaccurate;

(g) Robots App Store is required by law, regulation or other governmental or court order to take such action;

(h) YOU request that Robots App Store take such action;

(i) YOU misuse or overburden any services provided hereunder;

(j) YOU fail to renew this Agreement or pay the applicable renewal fee; or

(k) Robots App Store has reason to believe that such action is prudent or necessary.

## 8. NO WARRANTY

Robots App Store reserves the right to change, suspend, remove, or disable access to any Service at any time without notice. In no event will Robots App Store be liable for the removal of or disabling of access to any such Services. Robots App Store may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE ROBOTS APP STORE SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE ROBOTS APP STORE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ROBOTS APP STORE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ROBOTS APP STORE, SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

ROBOTS APP STORE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE ROBOTS APP STORE SERVICES, THAT THE ROBOTS APP STORE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE ROBOTS APP STORE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS OR ERRORS IN THE ROBOTS APP STORE SERVICES WILL BE CORRECTED, OR THAT THE ROBOTS APP STORE SERVICES WILL BE COMPATIBLE WITH FUTURE ROBOTS APP STORE SERVICES OR THAT ANY INFORMATION STORED OR TRANSMITTED THROUGH ANY ROBOTS APP STORE SERVICES WILL NOT BE LOST, CORRUPTED OR DAMAGED.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ROBOTS APP STORE OR ROBOTS APP STORE AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE ROBOTS APP STORE SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

#### **9. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL ROBOTS APP STORE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE ROBOTS APP STORE SERVICES, OR YOUR DEVELOPMENT EFFORTS OR PARTICIPATION IN THE PROGRAM, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF ROBOTS APP STORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL THE ROBOTS APP STORE TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL DAMAGES EXCEED THE AMOUNT OF TWENTY FIVE US DOLLARS (\$25.00).