

Grant Guarantee Program (GGP) Agreement
EON-XR Center (EXR)

By and Between

National Autonomous University of Honduras

and

EON Reality Inc.

This EON-XR CENTER MASTER AGREEMENT ("Agreement") is effective February 5, 2020 and is executed by and between the following Parties:

National Autonomous University of Honduras, Bulevar Suyapa, Tegucigalpa, MDC, Honduras, Central America ("Local Partner");

and

EON Reality Inc., a California corporation with a corporate headquarters at 18 Technology Dr, Irvine, California 92618 United States of America ("EON")

Background

A. **EON** possesses expertise in the design, development, and operation of scalable Virtual Reality ("VR") and Augmented Reality ("AR") solutions for the Education Classroom 3.0 and Industry 4.0 markets. To assist the pandemic recovery EON launched a Grant Guarantee Program to assist Academic Institutions. The Grant Guarantee Program is based on EON's two-decade experience of securing grants with governments and intergovernmental organizations and is earmarked for organizations committed to Social Education Development and XR Deployment at Scale for experiential Learning, Training and Performing.

B. **Local Partner** have an interest in adopting the Virtual Reality ("VR") and Augmented Reality ("AR") solutions to fast-track transformation to the digital economy, upscale students, and workforce for the new economy. Local Partner has been approved for Grant Guarantee Program GGP based on its commitment to Social Education Development and XR Deployment at Scale for experiential Learning, Training and Performing.

Definitions and Interpretation

1.1 In this Agreement:

- (a) **Agreement** means this Agreement and any annexures or schedules attached to it.
- (b) **EON-XR** means Augmented and Virtual Reality
- (c) **Confidential Information** means all business and trade secrets as well as any other information or document that is not publicly known and of whose confidential nature the Parties are or should be aware of based on the circumstances, whether of a technical, business or other nature, including, but not limited to, the provisions and conditions of this Agreement, any information relating to technology, research and development, products, services, prices of products and services, clients, employees, subcontractors, marketing plans, finances, agreements or legal or business matters. If in doubt, the Parties shall consult each other. Confidential Information does not include any information of which one Party can prove that:

- (i) it was lawfully acquired from a third party without restrictions as to its use and without any obligation of confidentiality.
 - (ii) it was already generally known or available to the public when it was disclosed by a Party.
 - (iii) its release has been authorized by the other party in writing, or
 - (iv) its disclosure is required by law.
- (d) **Effective Date** means the date that the last Party signs this Agreement.
- (e) **EON** means either EON Reality Inc., or a subsidiary of EON Reality, Inc.
- (f) **EON Reality Group** refers to EON Reality and/or EON.
- (g) **EON Software** means certain proprietary software developed and owned by EON Reality Group including software that is included as part of the EON-XR Center Equipment.
- (h) **Force Majeure Event** means any event beyond the reasonable control of a Party that prevents that Party from fulfilling its obligations under this Agreement, including an act of God, act of war, act of terrorism, act of civil war or riot, fire, flood, natural disaster, industrial action, or epidemic.
- (i) **EON-XR Center** means the EON-XR Center, inclusive of the EON-XR Center Equipment, EON-XR Center Infrastructure and EON-XR Center Space, individually and collectively, each as defined below, to be established by the Parties and collectively shall be referenced as the EON-XR CENTER , subject to this Agreement;
- (j) **EON-XR Center Commencement Date** means the date on which the EON-XR Center opens for operation or six (6) months from the Effective Date, whichever comes first.
- (k) **EON-XR Center Clients** means third party clients who engage either Party to create VR and/or AR solutions using the EON-XR CENTER.
- (l) **EON-XR Center Equipment** means each item of equipment set out in Appendix A and includes five (5) years of support and maintenance in accordance with the Supply and Services Warranty in Appendix B.
- (m) **EON-XR Center Infrastructure** means all the infrastructure and property, including intangible property, used to establish, operate, and maintain the EON-XR CENTER.
- (n) **EON-XR Center Software** means certain proprietary software developed in connection with the operation of the EON-XR CENTER.
- (o) **EON-XR Center Space** means the physical building and space from which suitable facilities will be fitted-out for the EON-XR Center to be operated.

- (p) **Intellectual Property** shall mean all intellectual and industrial property rights of any kind whatsoever now or hereafter existing, including without limitation: patents, trademarks, service marks, rights in designs, trade names, copyrights, (whether or not any of these are registered) and including applications for any such right, matter or thing or registration thereof, trade secrets and rights of confidence, all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, as well as all documents, information and other records, and data provided to the other Party in the course of the performance of the Agreement.
- (q) **Governing Law** means the legislation of the country in which the EON-XR Center is seated and includes all ordinances, regulations, rulings, rules, determinations, by-laws, or orders made under that legislation.
- (r) **Party** shall mean any of EON Reality, Inc., or Local Partner; **Parties** shall mean all of them.
- (s) **Prospective Client** means an industry partner that approaches Local Partner directly to undertake commercial projects using the EON-XR CENTER.
- (t) **Representative** means in relation to a Party all professional advisers, accountants, agents, and attorneys.
- (u) **Trainer** means a teacher that teaches under the VR Innovation Academy theory portion normally for the first 4 months.
- (v) **Project Coordinator** means a project manager that coordinates the project portion under the VR Innovation Academy project phase normally 7 months following the theory teaching.
- (w) **Term** shall mean period between the Effective Date and the tenth anniversary of the Commencement Date ("Term").
- (x) **Region** means the jurisdictional Honduras.

1.2 In this Agreement, unless the context requires otherwise, a reference to:

- (a) a clause or Appendix is a reference to a clause of or Appendix to this Agreement.
- (b) a document or agreement, including this Agreement, includes a reference to that document or agreement as notated, altered or replaced from time to time.
- (c) a person includes a partnership, joint venture, unincorporated association, corporation, a government or statutory body or authority.
- (d) 'dollars' or '\$' is a reference to the legal tender of the United States of America, aka US dollars or USD.
- (e) a business day means a day other than a Saturday or Sunday on which banks are open for business in the Region and if the day on which a thing is to be done under this Agreement is not a business day, it must be done on the next business day;

- (f) any law or legislation includes any statutory modification or amendment of that law or legislation and any subordinate legislation or regulations made under that law or legislation.
 - (g) writing includes typewriting, printing, photocopying and any other method of representing words, figures, or symbols in a permanent visible form.
 - (h) the word 'includes' or 'including' is to be interpreted without limitation.
 - (i) the singular includes the plural, and the plural includes the singular; and
 - (j) a reference to gender shall include all genders.
- 1.3 If a word or phrase is given a defined meaning, other grammatical forms of that word or phrase have a corresponding meaning.
- 1.4 Headings are for reference only and do not affect the meaning of this Agreement.
- 1.5 This Agreement may not be interpreted adversely to the Party responsible for preparing the Agreement.

AGREEMENT FOR EON-XR CENTER

2. Purpose

2.1 Background

- (a) Governments and intergovernmental organizations are now focusing on a resilient, post pandemic economic recovery.
- (b) Significant and sustained investments in high-quality digital education is particularly crucial.
- (c) XR (Virtual Reality and Augmented Reality) has been identified as a key for building digital competitiveness in education.

2.2 Description of the EON Grant Guarantee Program

- (a) Based on the pressing education needs in a post-pandemic environment, EON Reality has been able to secure grants for its Local Partners with governments and intergovernmental organizations in many different countries.
- (b) Because of these successes, EON Reality has now developed the EON Grant Guarantee Program for qualifying academic institutions.
- (c) EON Reality hereby guarantee securing a grant and co investment as outlined in this agreement for setting up an EON-XR Center as described in Appendix A.

2.3 The EON-XR Center Delivery

- (a) Upon EON Reality and the Local Partner sign the EON-XR Center agreement to set up the EON-XR center, EON Reality shall deliver the EON-XR platform for 5000 students and 750 worker/internships for a 5 Year period as specified in the EON-XR Center equipment list attached in Appendix A under the column EON Co Investment and Grant Guarantee.
- (b) EON and the Local Partner engage with governments and intergovernmental organizations to secure the grant.
- (c) If the grant is not secured within a period of 270 days, EON Reality guarantees hereby a \$19,639,590.21 (75%) in-kind co investment and an additional \$5,420,527 (20.7%) donation through EON Reality Learn for Life to cover the cost of the EON-XR Center as specified in the EON-XR Center equipment list attached in Appendix A under the column EON Co Investment and Grant Guarantee.
- (d) Upon EON Reality's delivery of the EON-XR platform, the Local Partner shall pay a grant guarantee fee of 1% of the EON-XR Center value i.e. a total \$254,122. \$70,824.40 within five (5) days after the delivery. The remaining balance of \$183,298 on or before June 1st, 2021.
- (e) EON offers hereby also an additional financing option to the Local Partner with no interest and no fees for \$1.14M (4.3%) to be paid in three equal yearly installments over 3 years to cover the cost of the optional EON-XR Center equipment as specified in the EON-XR Center list attached in Appendix A under the column Funding Option which are not required for execution of the EON-XR Center with the first installment to be repaid by Local Partner upon the EON's delivery of the Performance Module for EON-XR.

2.4 EON-XR Center

- (a) The Parties have agreed to establish an EON-XR Center for the purpose of deploying the EON Human 2.0 Initiative which aims at potentially uplifting millions of smart student and smart workers for the jobs of the future in the Region as follows:

2.5 The Parties have agreed implement the center as follows:

- (a) Initially provide the required EON-XR Platform to roll-out as a testbed for students, workers, and train students in EON-XR per year for 5 years in the Region
- (b) As a next step execute extended regional EON-XR Education rollouts targeting a significant portion of the students in the Region, followed by additional student rollouts in the Region
- (c) In addition, also execute extended regional EON-XR Smart Worker rollouts targeting a significant portion of the workers in the Region, followed by additional worker rollouts in the Region in effort to:
 - (i) stimulate job creation of future smart jobs
 - (ii) provide competitive advantages for Regional companies

(iii) support increased income per capita in the Region and make the Region the leader in EON-XR which is predicted to be the next trillion-dollar industry

3. EON-XR Center Hosting

- 3.1 EON shall cover all the costs related to the cloud hosting of the EON-XR Center with a dedicated institution for the Local Partner that shall be optimized for the location selected by the Local Partner.

4. EON-XR CENTER Management

- 4.1 Management of the EON-XR CENTER and the Relationship between the Parties will be governed as follows:

- (a) The Parties agree they will keep the other Party reasonably apprised of its activities and decisions regarding the EON-XR CENTER. The Parties will meet monthly by telephone, online or on-site meetings between Local Partner, EON, and the EON-XR CENTER Manager.
- (b) Local Partner shall appoint a representative for all matters arising in the context of the EON-XR CENTER. Said representative shall be responsible for the coordination of the collaboration between the Parties, in particular:
 - (i) reviewing and exchanging all information relating to specific projects.
 - (ii) reviewing and approving significant contracts in accordance; and
 - (iii) identifying problem areas and preparing respective solutions.
- (c) the primary forum for relationship management shall be the EON-XR Center Committee ("Committee"). Its focus will be on issues that affect the EON-XR CENTER.
- (d) Local Partner representatives shall constitute the majority of the members, including the Chairman; EON representatives will constitute a minority of the members.
- (e) The Parties agree to work together in their individual, and collective capacities, exercising their best efforts to ensure the success of the EON-XR CENTER. Under a dispute, EON will concede to the decision of the Chairman of the Steering Committee to the Local Partner. The Steering Committee will convene once per month during the first year. Thereafter, quarterly unless an emergency meeting is convened by either Party.

- 4.2 Execution of the EON-XR CENTER's Daily Operations will be achieved by the General Manager, as appointed by the Steering Committee, in adherence with the following provisions:

- (a) All EON-XR Center investments and costs are to remain within the EON-XR Center budgets, which must be yearly submitted by the General Manager and confirmed by the Steering Committee.

- (b) Independent from 10.2 (a), all investments and expenses exceeding \$50,000 must be approved by the Steering Committee.

5. Responsibilities

- 5.1 EON and Local Partner shall jointly establish a Collaboration in the Region that will be responsible for the following:

- 5.2 EON shall:

- (a) Secure the funding of the EON-XR center as outlined in paragraph 2.3 The EON-XR Center Delivery
- (b) Deliver the EON-XR Center Equipment as outlined in paragraph 2.3 The EON-XR Center Delivery and in Appendix A attached
- (c) EON Reality will also cover for no additional charge 100% of the costs required for the EON pedagogical and technical XR team to implement the academic XR Self-Directed Learning Program including:
 - (i) A comprehensive Needs Assessment Analysis of the Local Partner's programs with concrete XR guidelines based on the Education 3.0 approach.
 - (ii) Full access to the EON-XR Resource Center with design assignments, user guides, video tutorials.
 - (iii) The execution of EON Reality's 9-step implementation plan.
 - (iv) Introduction to EON Reality's Global Academic Community for Remote Learning.
 - (v) EON-XR Training Certification Level 1 and 2 online courses for all selected academic members.
 - (vi) Workshops and online classes for teachers, students, and workers/interns to learn how to use and create lessons in EON-XR.
 - (vii) The development of a framework for curriculum guidelines (both qualitative and quantitative).
 - (viii) The delivery of the EON-XR module guidelines.
 - (ix) Supply material document for technical training about EON-XR Center Equipment
 - (x) Provide Local Partner with training on new EON-XR Platform, EON Library, EON Products and Services or any other new products and services introduced into the market after the Effective Date.

- (xi) Provide supporting materials for recruitment of the VR Innovation Academy teachers and students.
- (xii) This implementation support will demonstrate that both EON Reality and the Local Partner are committed to the execution of the Center which will facilitate securing external grant approval significantly.

5.3 Local Partner shall:

- (a) Use the EON-XR platform as a key component of the Post pandemic Recovery, XR Deployment at Scale and Social Development in the Region
- (b) Identify and make available at no cost a suitable space for the EON-XR Center. The space will have an area of 500mts², located in the regional campus of the UNAH in the Sula Valle.
- (c) Introduce the EON-XR platform to 100 teachers and 5000 students either from Local Partner's organization and/or other organizations in the Region that will be receiving the Classroom 3.0 training
- (d) Develop with local subject matter experts minimum 100 Localized lessons or applications per year using the EON-XR platform no code content creation capability
- (e) Introduction key influencers in the Region, including local market leaders with the objective of securing region-wide deployment of the EON-XR platform and the library in the region.
- (f) Actively participate in securing the grant by identifying grant sources, application process and other activities required to secure the funding.

(a)

2. Security

- 2.1 Each Party shall comply with the other Party's security procedures, which need to be exchanged within 30 days after Effective Date. A Party may institute additional security procedures to the other Party, as reasonably requested.
- 2.2 Each Party will provide all necessary security personnel and related equipment it requires to ensure the EON-XR Center is secure.

3. Intellectual Property

- 3.1 All rights, title, and interest to any and all software and Intellectual Property owned, designed, or used by EON (and not proprietary to any other party) hereunder including, any modifications and enhancements to any of the foregoing, except for those constituting the EON-XR Center Intellectual Property, together with any related documentation (collectively, the "EON Software"), are and will remain the property of EON, and shall not pass to Local Partner or any other Party pursuant to this Agreement. No licenses expressed or implied, under any patents, copyrights, trademarks, or other proprietary rights are granted to Local Partner under this Agreement. Except as expressly set forth in any separate agreement, Local Partner shall not have the right hereunder to transfer, sell, license, sub-license, or otherwise grant to any third party (including any Prospective Client) any right, title, or interest in any EON Software or Intellectual Property.
- 3.2 All rights, title, and interest to any and all software and Intellectual Property owned, designed, or used by Local Partner (and not proprietary to any other party) hereunder including, without limitation, any modifications and enhancements to any of the foregoing, except for those constituting the EON-XR Center Intellectual Property, together with any related documentation (collectively, the "Local Partner Software"), are and will remain the property of Local Partner, and shall not pass to EON or any other party pursuant to this Agreement. No licenses expressed or implied, under any patents, copyrights, trademarks, or other proprietary rights are granted to EON under this Agreement. Except as expressly set forth in any separate agreement, EON shall not have the right hereunder to transfer, sell, license, sub-license, or otherwise grant to any third party (including any Prospective Client) any right, title, or interest in any Local Partner Software or Intellectual Property.
- 3.3 Ownership of all software design, drawings, know-how, ideas, concepts etc. and other items, including modifications and enhancements to EON Software and Local Partner Software, developed in connection with the operation of the EON-XR Center (and not proprietary to any other party), and all the derivatives and copies thereof, as well as all the Intellectual Property thereto (collectively, "EON-XR Center Intellectual Property") shall become:
- (a) joint property of Local Partner and EON, if they have been developed by Local Partner through the EON-XR CENTER, based on EON-XR Center clients' inputs and/or to fit EON-XR Center clients' specific requests.
 - (b) the exclusive property of Local Partner, if they have been developed by Local Partner through the EON-XR Center without following EON-XR Center clients' inputs and/or fulfilling their specific requests.
 - (c) provided in any case that in both cases under Sections 8.3 (a) and (b) EON shall remain the exclusive and full owner of EON Software based on which, through adaptation, modification, upgrading, enhancement, the EON-XR Center Intellectual Property has been developed.
- 3.4 As pertaining to the EON-XR Center Intellectual Property contemplated by Section 8.3 the Parties agree to:
- (a) take all reasonable actions to perfect or protect each other's ownership in all jointly owned EON-XR Center Intellectual Property and all of each other's rights thereto (including, without limitation, the execution, acknowledgement and delivery of instruments of conveyance or other documents);

- (b) upon the identification of each and every piece of the jointly owned EON-XR Center Intellectual Property, negotiate a separate and distinct royalty fee and license agreement governing each Party's use, access marketing and licensing rights as to such jointly owned EON-XR Center Intellectual Property.
- 3.5 As regards the EON-XR Center Intellectual Property Local Partner shall provide EON with a first right of refusal to license and distribute such EON-XR Center Intellectual Property or associated products.
- 3.6 Each Party warrants that the use of its software/equipment and/or Intellectual Property will not infringe any third-party rights which prevents or restricts the contractually agreed use by the other Party.
- 3.7 In the event of any infringement of third party rights, each Party shall, at its option, either procure the necessary rights of use or provide alternate solutions, which no longer constitute an infringement of third party rights and which enable the other Party to continue to use the software and/or Intellectual Property without restrictions. Each Party shall indemnify and hold harmless the other Party from any third-party claims that may arise out of the infringement of third-party rights in connection with the use of its software and/or Intellectual Property.

4. Relationship between Parties

- 4.1 The Parties agree that:
 - (a) the EON-XR Center will be conducted as a commercial venture and in accordance with good commercial and industrial practice, having regard to and in accordance with the objectives set out in this Agreement.
 - (b) the rights, duties, obligations, and liabilities of the Parties in every case are several and not joint, nor joint and several.
 - (c) the relationship established under this Agreement is exclusively that of independent contractors with the rights, liabilities, duties, and obligations set forth in this Agreement or subject to Law.
 - (d) subject to express provisions in this Agreement to the contrary, nothing contained in this Agreement shall be deemed or construed to constitute either Party as a partner (whether a tax partnership or otherwise), principal, agent, trustee (whether expressed, implied or constructive), beneficiary, lender, borrower, lessor, lessee, or fiduciary of the other; and
 - (e) except as otherwise specifically provided in this Agreement, neither Party has any authority to act for, to create, to assume any responsibility or obligation on behalf of, the other Party.
- 4.2 Each Party covenants and agrees:
 - (a) to diligently observe and perform its obligations and commitments in respect of the EON-XR Center under this Agreement and each other Project Document; and

- (b) to co-operate with the other Party in connection with the EON-XR Center and provide such information, of which it has access or control, as the other party may reasonably require in respect of the EON-XR CENTER.

5. Force Majeure

- 5.1 If a Party is or will be prevented from performing any of its obligations under this Agreement by a Force Majeure Event, it shall give notice to the other Party identifying the event or circumstances constituting the Force Majeure Event and shall specify the obligations, the performance of which is or will be prevented and so far as is known, the probable extent to which it will be unable to perform or will be delayed in performing the duty or obligation. The notice shall be given within ten (10) business days after a Party became aware of, or should have become aware of, the event or circumstance constituting a Force Majeure Event.
- 5.2 Subject to the above, a Party shall, having given notice, be excused from performance of such obligations for so long as such Force Majeure Event prevents it from performing them.
- 5.3 Each Party must use all reasonable efforts to overcome or remove the Force Majeure Event as quickly as possible.
- 5.4 Each Party shall at all times, use all reasonable endeavors, to minimize any delay in the performance of this Agreement pursuant to Force Majeure.
- 5.5 Each Party shall give notice to the other Party when it ceases to be affected by the Force Majeure Event.

6. Termination

- 6.1 A Party ("First Party") may terminate this Agreement immediately by written notice to the other Party ("Second Party") if:
 - (a) there is a Force Majeure Event in respect of the Second party which subsists for a continuous period of more than ninety (90) days.
 - (b) Second party breaches any provision of this Agreement and said breach is incapable of remedy, or where the breach is capable of remedy, such breach has not been remedied by the Second Party within fourteen (14) days of the First Party giving notice of the breach to the Second Party;
 - (c) effective control, by any means, of the Second Party is transferred to a person or corporation who does not have that control at the Commencement Date; or
 - (d) by mutual consent of all the parties hereto upon the novation of this agreement to any other agreement, including, but not limited to a Service Level Agreement or Memorandum of Incorporation.
- 6.2 If this Agreement is terminated, then:
 - (a) the provisions of this Agreement will cease to have effect except for the provisions of clauses 13 which will survive termination.

7. Representations and warranties

7.1 Each Party warrants to the other that as of Commencement Date:

- (a) It is a legally valid body corporate, properly enacted and operating under constituent documents and validly existing under the laws of the Region, in the case of EON, the United States of America.
- (b) It has the legal right and full corporate power, authority, and capacity to:
 - (i) execute and deliver this Agreement.
 - (ii) meet its commitments, obligations and each transaction effected by, or made under, this Agreement.
 - (A) it has obtained all necessary authorizations and consents necessary to bind the Party to the terms, conditions and obligations established in the Agreement.
- (c) None of the following solvency events has directly occurred, or is analogous to, in reference to a Party:
 - (i) has, or has been, threatened to cease business, is unable to pay its debts as, and when, they fall due.
 - (ii) been subject to, or event has occurred that a reasonable person would determine that the Party will be subject to, a court-appointed receivership, liquidator, provisional liquidator, administrator, trustee is appointed in respect of that Party, or its assets; has had a third party appointed (whether or not as agent) who is in possession, or control, of any of the Party's assets for the purpose of enforcing any encumbrance over those assets;
 - (iii) an application is made to court or a resolution is passed, or an order is made for the winding up or dissolution of that Party or an event occurs that would give any person the right to make an application of this type;
 - (iv) a proposal exists or steps have been taken to implement a scheme of arrangement or other compromise or arrangement with its creditors or any class of them.
 - (v) is declared or taken under any applicable law to be insolvent or that Party's board of directors resolves that that Party is, or is likely to become, at some future time, insolvent.
 - (vi) any person in whose favor that Party has granted any encumbrance becomes entitled to enforce that encumbrance or any floating charge under that encumbrance crystallizes.

8. Confidentiality

8.1 Each Party:

- (a) must hold the Confidential Information in strict confidence and not disclose it to any person who is not a party to this Agreement.
- (b) must only use any Confidential Information for the purposes of exercising its rights or performing its obligations under this Agreement and will not use Confidential Information for its own commercial purposes or to create competitive advantage over the Party.
- (c) must not copy, extract, record or reproduce any Confidential Information except to the extent reasonably required to its agreed upon performance under this Agreement.
- (d) must store Confidential Information so that it is protected from unauthorized access, use, copying, reproduction, or disclosure and in a way that it can be retrieved later.
- (e) must promptly notify the other Party if it becomes aware or suspects that any Confidential Information has been, or is likely to be, held, disclosed, used, copied, reproduced or stored in a way that is inconsistent with the terms of this Agreement.

8.2 Nothing in this Agreement prevents a Party from disclosing Confidential Information:

- (a) if disclosure is required by law, of a United States of America-recognized court, and the Party whose obligation it is to keep matters confidential:
 - (i) has not through any voluntary act or omission (other than the execution of this Agreement) caused the disclosure obligation to arise.
 - (ii) has, before disclosure is made, notified the other Party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given the other Party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) if disclosure is made by way of a written announcement the terms of which have been agreed in writing by the Parties before disclosure is made.
- (c) if disclosure is reasonably required to enable a party to perform its obligations under this Agreement.
- (d) if disclosure is made to a representative of that Party that has a need to know the relevant Confidential Information.
- (e) if the other Party has provided written authorization approving disclosure.

8.3 Before a Party makes any announcement or issues any publicly accessible announcement in connection with this Agreement or the EON-XR CENTER, the Party must first:

- (a) deliver a written copy of the proposed announcement to the other Party and provide the receiving Party a reasonable opportunity to review, comment and approve the proposed announcement or publicity.

9. Dispute Resolution

- 9.1 Any dispute arising out of or in connection with this Agreement, including questions concerning this Agreement's existence, meaning or validity (individually and collectively a "Dispute") must be resolved in accordance with this Paragraph, Dispute Resolution.
- 9.2 At first instance a potential Dispute will be raised to the Steering Committee for resolution, and if no Steering Committee meeting is scheduled within a reasonable period of time from notice of Dispute, an extraordinary meeting of the Steering Committee, convened by any member with ten (10) days' notice for the purpose of Dispute resolution.
- 9.3 A Party claiming that a Dispute has arisen must serve written notification to the other Party ("Dispute Notice") with Dispute Notice specifically identifying notice in accordance with this Agreement.
- 9.4 Within seven (7) business days of issuance of a Dispute Notice, or a different period as agreed between the Parties, each Party's chief executive officer must meet to seek resolution to the Dispute in good faith.
- (a) Any agreement between the Parties will be reduced to writing, signed on behalf of each Party, and will be attached to this Agreement.
 - (b) If Dispute remains unresolved, beyond the aforementioned duration, as referenced above, the Dispute may be submitted to arbitration in accordance with, and subject to, International arbitration by the International Chamber of Commerce, or another regulatory body as mutually agreed by the Parties.
 - (i) The language of the arbitration will be English.
 - (ii) Each Party is entitled to legal representation.
 - (iii) Any award will be final and binding on the Parties.
 - (iv) Governing Country for arbitration of disputes is United Kingdom
- 9.5 The Parties will endeavor to agree on the person to be appointed as arbitrator, but if no such agreement is reached within ten (10) business days after being referred to arbitration, the arbitrator will be appointed by the International Chamber of Commerce.
- 9.6 Nothing contained in this Paragraph 20 prevents either Party from seeking urgent interlocutory relief from a court of competent jurisdiction.
- 9.7 The Parties consent that, during any period of Dispute, each will continue to perform its obligations as contained within this Agreement until resolution is delivered by internal resolution between chief executive officer negotiations or through arbitration.

10. VALUE ADDED TAX (VAT)

- 10.1 Unless otherwise expressly stated, all consideration to be provided under this Agreement is exclusive of VAT.

- 10.2 If VAT is imposed on any supply made under this Agreement, unless the consideration for that supply is specifically described in this Agreement as 'VAT inclusive', the recipient of the taxable supply must pay to the supplier an additional amount equal to the VAT payable on the taxable supply. Subject to the recipient receiving a tax invoice in respect of the supply, payment of the VAT must be made at the same time as payment for the taxable supply.
- 10.3 The VAT due shall be determined in accordance with the Value Added Tax Act, Customs and Excise Duty Act, Income Tax Act and any other legislation, Interpretation Note, Ordinance or Regulation relating to the Taxation Laws of the Governing Law.

11. Notices

- 11.1 A notice, demand, or consent ("Notice") under this Agreement is only effective, if it is in writing, and sent in one of the following ways:
- (a) delivered to, or sent by internationally recognized courier to the Party at its address and marked to the attention of the officer set out below:

PARTIES:	LOCAL PARTNER	EON REALITY, INC.
TO OFFICER:	Francisco Jose Herrera Alvarado	Dan Lejerskar
ADDRESS:	President's office, Alma Mater Building, Blvd. Suyapa, Tegucigalpa, HONDURAS, Central America	Parker 39 Irvine CA 92618 USA
EMAIL:	francisco.herrera@unah.edu.hn	dan@eonreality.com

- 11.2 Notice given for any purpose under this Agreement is taken to be received:
- (a) if hand delivered or sent by internationally recognized courier, on delivery.
- (b) if sent by electronic message, when the sender receives an automated message confirming delivery, or eight hours after the message has been sent, unless the sender has received an automated message that the electronic message was not delivered or the sender knows or should reasonably know that there is a network failure which may have resulted in non-delivery.
- 11.3 If any Notice is given on a day that is not a business day or after 5.00pm on a business day in the place of business of the receiving Party, it is to be treated as having been given at the beginning of the next business day.

- 11.4 If a Party gives the other party three business day' notice of a change of its address or email address, a Notice is only effective if it is given to that Party at the latest address, or email address.

12. Miscellaneous



- 12.1 This Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior understandings or agreements between the Parties including any prior condition, warranty, indemnity or representation imposed, given or made by a Party in connection with that subject matter.
- 12.2 This Agreement may only be altered or varied in writing signed by each of the parties.
- 12.3 A waiver of any right under this Agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach or an implied waiver of that obligation on any other occasion.
- 12.4 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.
- 12.5 Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 12.6 Part or all of any clause of this Agreement that is illegal or unenforceable in any jurisdiction will be severed in the relevant jurisdiction and the remaining provisions of this Agreement will continue in force. The legality or enforceability of the provision in any other jurisdiction will not be affected.
- 12.7 Each Party is solely responsible for its own costs and expenses in relation to preparing, negotiating, executing, and completing this Agreement and any document related to this Agreement.
- 12.8 This Agreement is properly executed when:
- (a) each Party executes this document; or
 - (b) if the Parties execute separate but identical documents, when those separately executed documents are exchanged between the Parties, by email, mail, facsimile transmission, or electronic transmission.


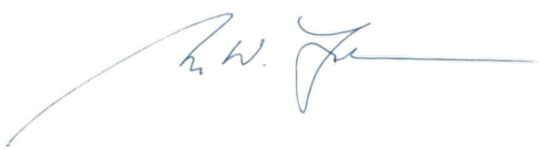
13. Governing Body Approval

Each Party has, prior to execution, ensured this Agreement, inclusive of all terms, conditions and obligations as set forth herein, has been ratified by its governing body (i.e. Board of Directors) and as evidenced by signature below, acknowledges and consents to the terms contained herein.


Execution and Date

THIS AGREEMENT is now fully executed with an Effective Date as completed by the last signing Party:

National Autonomous University of Honduras – Executing Officer	Local Partner - Witness
  <p>FRANCISCO JOSE HERRERA ALVARADO</p> <p>Firmado digitalmente por FRANCISCO JOSE HERRERA ALVARADO Fecha: 2021.02.10 13:08:19 -06'00'</p>	
Francisco José Herrera Alvarado, President	Witness Name & Relationship to Local Partner
[Insert Date]	[Insert Date]

EON Reality, Inc. – Executing Officer	EON Reality, Inc. – Witness
	
Dan Lejerskar, Founder	Mats Johansson, CEO
[Insert Date] February 5, 2021	[Insert Date] 3/1/21

Appendix A EON-XR Center Equipment

GRANT GUARANTEE PROGRAM EON-XR CENTER						
Item #	Equipment Description	Qty	Unit price	List Price	EON-XR Center EON Co Investment and Grant Guarantee *	Funding Option *
1.1	EON-XR Development Lab	1		\$ 36,627.00	\$ 3,680.00	\$ 32,939.00
1.1.1	Developer Workstations w. dual 24" displays incl. testing and integr.	5	\$ 2,940.00	\$ 14,700.00	\$ -	\$ 14,700.00
1.1.2	Network infrastructure (Server + cabled LAN + WiFi + Printer)	1	\$ 12,900.00	\$ 12,900.00	\$ -	\$ 12,900.00
1.1.3	Apple Development Workstation	1	\$ 1,789.00	\$ 1,789.00	\$ -	\$ 1,789.00
1.1.4	Apple iPad Pro 11"	1	\$ 898.00	\$ 898.00	\$ 890.00	\$ -
1.1.5	EON HMD (Oculus Rift S with laptop)	1	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00
1.1.6	EON HMD (Oculus Quest with Link Cable)	1	\$ 495.00	\$ 495.00	\$ 495.00	\$ -
1.1.7	Script editor - Sublime Text	5	\$ 50.00	\$ 250.00	\$ -	\$ 250.00
1.1.8	Samsung Galaxy min. S20	1	\$ 800.00	\$ 800.00	\$ -	\$ 800.00
1.1.9	EON AR Glasses (Magic Leap)	1	\$ 2,295.00	\$ 2,295.00	\$ 2,295.00	\$ -
1.2	EON XR Platform Enterprise (Industry Programs and Internships)	3		\$ 9,074,900.00	\$ 8,550,000.00	\$ 524,900.00
1.2.1	EON XR Platform Enterprise (Y1-5) - 250 users Cloud Delivery LEARN PLATFORM CLOUD-BASED: Develop, Run, Manage, Access, Store, Host & Distribute XR -AGNOSTIC: Support for 3D+ devices across Mob VR/AR(Android, IOS), Desktop, HMD (Oculus Rift S, HTC Vive), AR device (Magic Leap, HoloLens) ASSETS & LIBRARY -ASSET LIBRARY: Access to more than 1 million 3D models and 360° -UPLOAD OWN 3D/360 ASSETS: CAD, PLM/Scan model, BIM etc. CONTENT CREATION -CREATE & SHARE 3D & 360 APPS: Easy, Do it yourself, Intuitive, No programming based -3D RECORDING TOOL: Multiple 3D recording for Standard Operation Procedure or guidance -RESEARCH ASSISTED APPLICATION CREATION: Faster & easier to create rich XR content CONTENT EXPERIENCE -EXPERIENTIAL LEARNING: Guided and Do it yourself mode -EXPERIENCE 3D & 360 LESSONS TRAIN TRAINING MODULE: Procedure Practice, Remote Training, Virtual Certification MULTI-USER: Support For 1-1 Or 1-Many Training MULTI-PLATFORM: Cross Platform VR Training INTEGRATED COMMUNICATION: Voice over IP built in GUIDANCE AND ASSESSMENT: Step-by-step instructions for task completion and integrated assessment VIRTUAL PROCEDURE ASSESSMENT SEARCH ASSISTED LESSON CREATION HOST MULTI-USER REMOTE SESSIONS ASSIGN & DISTRIBUTE LESSONS TRACK & ASSESS STUDENT PERFORMANCE EXPERIENCE 3D & 360 LESSONS CREATE, 3D & 360 LESSONS PERFORM PERFORMANCE MODULE: AR Assist MRO, Remote Expert Assist, RT Data Display MULTI-USER: Support for operation manager and multiple workers MULTI-PLATFORM: Remote Users (Phones, Tablets, Wearables) KNOWLEDGE MARKERS: AR Anchor Point Placement and Annotated with text, voice, video, 3D data	3	\$ 2,850,000.00	\$ 8,550,000.00	\$ 8,550,000.00	\$ -
1.2.2	EON Remote Assist Pro SW for Enterprise (Y1-5) - 10 users Cloud Delivery Remote AR assistance (or remote expert) application which allows you to optimize your worker resources by connecting in real time your field teams with the expert they need.	10	\$ 20,990.00	\$ 209,900.00	\$ -	\$ 209,900.00
1.3	EON-XR Systems for Virtual Showroom and Demo Room	1		\$ 61,489.00	\$ -	\$ 61,489.00
1.3.1	EON Icatcher High Resolution	1	\$ 49,995.00	\$ 49,995.00	\$ -	\$ 49,995.00
1.3.2	EON HMD (Oculus Rift S with laptop)	1	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00
1.3.3	EON HMD (Oculus Quest)	1	\$ 499.00	\$ 499.00	\$ -	\$ 499.00
1.3.4	Samsung Galaxy min S20	1	\$ 800.00	\$ 800.00	\$ -	\$ 800.00
1.3.5	EON AR Glasses (Magic Leap)	1	\$ 2,295.00	\$ 2,295.00	\$ -	\$ 2,295.00
1.3.6	EON AR Glasses (HoloLens 2)	1	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00
1.3.7	EON AR Tablet (iPad Pro 12.9" and 1x Samsung Galaxy Tab S6)	2	\$ 950.00	\$ 1,900.00	\$ -	\$ 1,900.00
Item #	Equipment Description	Qty	Unit price	List Price	EON Investment	PARTNER Investment
1.4	EON-XR Platform Education	5		\$ 16,747,400.00	\$ 16,502,400.00	\$ 245,000.00
1.4.1	EON XR Platform Education (Y1-5) - 1,000 users Cloud	5	\$ 3,300,000.00	\$ 16,500,000.00	\$ 16,500,000.00	\$ -
	TRAIN TRAINING MODULE: Procedure Practice, Remote Training, Virtual Certification MULTI-USER: Support For 1-1 Or 1-Many Training MULTI-PLATFORM: Cross Platform VR Training INTEGRATED COMMUNICATION: Voice over IP built in GUIDANCE AND ASSESSMENT: Step-by-step instructions for task completion and integrated assessment VIRTUAL PROCEDURE ASSESSMENT PERFORM PERFORMANCE MODULE: AR Assist MRO, Remote Expert Assist, RT Data Display MULTI-USER: Support for operation manager and multiple workers MULTI-PLATFORM: Remote Users (Phones, Tablets, Wearables) KNOWLEDGE MARKERS: AR Anchor Point Placement and Annotated with text, voice, video, 3D data	4	\$ 60,000.00	\$ 240,000.00	\$ -	\$ 240,000.00
1.4.2	EON XR Marketplace Credits	5	\$ 1,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
1.4.3	Custom VR Head Mounted Display Hardware (Hemide Mini)	300	\$ 8.00	\$ 2,400.00	\$ 2,400.00	\$ -
1.5	Support, Upgrades, Training and Installation:	1		\$ 216,527.78	\$ -	\$ 216,527.78
1.5.1	ACC Hardware Support for year 1 and 2	1		\$ 12,527.78	\$ -	\$ 12,527.78
1.5.2	EON Trainers 10 Cohorts up to 2 weeks per cohort. Travel & Exp Included	20	\$ 8,700.00	\$ 174,000.00	\$ -	\$ 174,000.00
1.5.3	Shipping and Installation	1		\$ 30,000.00	\$ -	\$ 30,000.00
1.6	EON Reality VR Innovation Academy	1		\$ 49,176.50	\$ 3,904.50	\$ 45,272.00
1.6.0	Developer Workstations w. dual 24" displays incl. testing and integr.	10	\$ 2,940.00	\$ 29,400.00	\$ -	\$ 29,400.00
1.6.2	Apple Development Workstation	1	\$ 1,789.00	\$ 1,789.00	\$ -	\$ 1,789.00
1.6.3	Apple iPad Pro 11" with Stylus	1	\$ 898.00	\$ 898.00	\$ -	\$ 898.00
1.6.4	3DScanning - Structure Sensor bundle for iPad	1	\$ 540.00	\$ 540.00	\$ 540.00	\$ -
1.6.5	EON HMD (Oculus Rift S with laptop)	1	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00
1.6.6	EON HMD (Oculus Quest with Link Cable)	10	\$ 499.00	\$ 4,990.00	\$ -	\$ 4,990.00
1.6.7	EON AR Glasses (Magic Leap)	1	\$ 2,295.00	\$ 2,295.00	\$ -	\$ 2,295.00
1.6.8	Samsung Galaxy min S20	1	\$ 900.00	\$ 900.00	\$ -	\$ 900.00
1.6.9	360° Camera - Ricoh Theta Z1 or similar	1	\$ 999.50	\$ 999.50	\$ 999.50	\$ -
1.6.10	Office infrastructure	1	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00
1.6.11	Projection system for training area	1	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ -
1.6.12	Audio system for training area	1	\$ 465.00	\$ 465.00	\$ 465.00	\$ -
	Total:			\$ 26,186,120.28	\$ 25,059,984.50	\$ 1,126,127.78
	Percent:			100.0%	95.7%	4.3%

Notes:

* In conjunction with EON Reality's delivery of EON-XR Platform and the signing of the binding Grant Guarantee Agreement, the academic partner pays the GGM a non-refundable fee of 1% of the EON-XR Center value (\$254,122).

* In addition, EON offers to the Local Partner a financial solution for additional components as outlined above (under column Financial option which are not required for execution EON-XR Center) with no interest and no fees for the remaining 4.3% to be paid over 36 months.

1) This Equipment List is Subject to the terms and conditions of the EON-XR Platform Software as a Service Subscription Service Agreement

2) Sale will be taxed unless exemption number is provided.

3) This Purchase Agreement is non-cancelable and non-refundable including the deliverables.

4) Taxes, tariffs and duties excluded.

Appendix B - Supply and Service Warranty

1. EON guarantees the Supply, Service and Warranty of an EON-XR Center Equipment including the equipment set-up and installations as detailed in the EON-XR Center Master Agreement.

Local Partner will enjoy full ownership of the products and license rights to the use of all the equipment listed in this Supply and Service Warranty document as an end-user, without any restrictions, for the purposes of carrying out all the EON-XR Center activities including full academic and commercial VR and AR development and use.

In addition, as per the EON-XR Center Equipment Agreement, a two-year hardware warranty is included for system components. Optional support/upgrade programs are available beyond basic offering.

2. Service Warranty

The following detailed service parameters are the responsibility of EON in the ongoing support of this Warranty.

2.1 Service Scope

The following Services are covered by this Warranty.

- o Manned telephone support
- o Monitored email support
- o Remote assistance using Remote Desktop and a Virtual Private Network where available
- o Planned or Emergency Onsite assistance (extra costs apply)

- o Regular system health check

2.2 Local Partner Requirements

Local Partner responsibilities and/or requirements in support of this Warranty include:

- Payment for the EON-XR Center equipment as stipulated in the EON-XR Center Equipment Agreement
- Reasonable availability of Local Partner representative(s) when resolving a service-related incident or request.

2.3 EON_INC Requirements

EON_INC responsibilities and/or requirements in support of this Warranty include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to Local Partner for all scheduled maintenance.

2.4 Service Assumptions

Changes to services must be communicated and documented to all stakeholders.

2.5 Service Management.

The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

a. Service Availability

- i. Telephone support: 9:00 A.M. to 5:00 P.M. PST Monday – Friday
Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service;
- ii. Email support: Monitored 9:00 A.M. to 5:00 P.M. PST Monday – Friday
Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day

- b. Service Requests.
- c. In support of services outlined in this Warranty, the EON_INC will respond to service-related incidents and/or requests submitted by Local Partner within the following time frames:
 - i. 0-8 hours (during business hours) for issues classified as High priority.
 - ii. Within 48 hours for issues classified as Medium priority.
 - iii. Within 5 working days for issues classified as Low priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.