



WELCOME TO UNIVERSAL ROBOTS+

Thank you again for joining Universal Robots+. We are so happy to have you here and look forward to our collaboration.

You are now accessing the UR+ Developer Forum, providing you with all the tools, support and inspiration for innovative developments and commercialization of these.

If you have any questions, feel free to contact us any time at urplus@universal-robots.com

Most importantly please read and agree to the terms of the Developer Forum below, to get started.

/Innovate /Collaborate /Commercialize with Universal Robots



UR+ DEVELOPER PROGRAM – GENERAL TERMS

Use Restrictions. UR may provide Developer with [the use of UR collaborative robots and related hardware as well as] the ability to download certain software, information, content, or other materials (collectively, the “Materials”) through a password protected site specific to the Program (the “Site”). UR owns and operates the Site and shall have the right at any time to change, restrict access, suspend or discontinue any aspect or feature of the Site and has no obligation to support or update the Materials, Site or any other aspect of the Program. Certain Materials provided to Developer by UR may be accompanied by a separate license agreement; Developer acknowledges and agrees that such license agreement shall govern Developer’s use of such Materials, in addition to this Agreement. Developer further agrees that in the event of any inconsistency between this Agreement and the corresponding provisions in the license agreement, the license agreement shall govern. For all Materials made available to Developer for download hereunder and subject to Developer compliance with the terms and conditions of this Agreement, UR hereby grants Developer a nonexclusive, nontransferable, right and license to use the Materials for Developer’s internal use in connection with creating a UR+ Product pursuant to the Program. Developer shall not (nor allow, authorize or assist others to): decompile, reverse engineer, disassemble, modify, sublicense, network, lease, sell, distribute, disclose, publicly display, publish, reproduce, create derivative works based on, assign or transfer the Materials to any other person or entity. Developer shall not remove any copyright, other intellectual property or proprietary notices from the Materials. The Site, including all its Materials, is protected by copyright, trademark and all other laws protecting such property, and all rights, title, and interest in it belongs to UR or its

subsidiaries, licensors, or its suppliers. UR's trademarks may be used publicly with permission only from UR, and nothing in this Agreement shall be construed as granting such permission. This Agreement does not grant Developer any right or license to incorporate or make use of any UR intellectual property in any product. Except as expressly set forth herein, no other rights or licenses are granted or to be implied under any UR intellectual property. Use of the Site or Materials to engage in any kind of illegal activity, or to enable others to do so, is expressly prohibited.

Feedback. As a condition of participating in the Program, Developer agrees to provide UR with any suggestions, comments or other feedback, whether verbally or in written or source code form, including any and all test results, error data, bugs, reports or other information, however learned and by whomever collected, relating to the Materials provided by UR to Developer hereunder (collectively defined as "Feedback").

Developer agrees not to provide UR with Feedback that (a) breaches obligations of confidentiality owed to a third party, or (b) infringes any third party intellectual property rights or any applicable law.

All Feedback is the exclusive property and Confidential Information (as defined below) of UR, and Developer hereby assigns all Feedback to UR at no cost. UR may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback without the payment of any royalties or fees, but is under no obligation to use or incorporate Feedback in any way.

Independent Development. Developer agrees that this Agreement is nonexclusive. Accordingly, nothing in this Agreement will be construed as a representation or inference that UR will not develop, design, manufacture, acquire, market products, or have products developed, designed, manufactured, acquired, or marketed for UR, that compete with the Developer products or confidential information.

Confidential Information. "Confidential Information" shall mean (i) any technical or proprietary information disclosed by UR to Developer hereunder, whether or not explicitly designated as confidential information, including, but not limited to, all Materials provided to Developer under the Program; and (ii) all Feedback. "Confidential Information" does not include any materials or information to the extent that Developer can demonstrate that such materials or information: (1) is publicly available other than by a breach of this Agreement; (2) has been rightfully received by Developer from a third party without confidential limitations; or (3) has been independently developed for Developer by personnel or agents having no access to the UR Confidential Information. Developer agrees to protect the confidentiality of the Confidential Information of UR in the same manner that Developer protects the confidentiality of Developer's own proprietary and Confidential Information. Developer shall not disclose Confidential Information of UR to any third parties, including any affiliates or subsidiaries, or use any Confidential Information of UR for any purpose outside the scope of the Program, in each case, except with UR's prior written permission. Developer shall disclose Confidential Information only to employees who: (i) have a need to know in connection with their participation in the Program; and (ii) have agreed in writing to be bound to nondisclosure terms at least as comprehensive as those set forth herein.

Developer acknowledges that unauthorized disclosure or use of UR's Confidential Information could cause UR irreparable harm and significant injury that may be difficult to ascertain; Developer thereby agrees that UR will have the right to seek injunctive relief to enforce Developer's obligations under this Agreement in addition to any other rights and remedies it may have. All obligations of confidentiality shall survive the termination of this Agreement. UR may, at any time, request the return or certified destruction of any Confidential Information disclosed hereunder.

IP Infringement. To Developer's knowledge, Developer's products on the Developer Forum do not infringe any third party intellectual property rights and Developer has not received any claims of infringement from any third parties. Universal Robots can terminate Developer's participation in the UR+ Program at any time for any reason and may remove Developer's products from the Developer Forum at any time for any reason including upon receipt of a claim that Developer's products infringe a third party's intellectual property rights.

Indemnification. Developer indemnifies and agrees to defend and hold harmless each of Universal Robots, Universal Robots' distributors and other sales agents, and each of their respective officers, directors, employees, shareholders, agents, direct and indirect customers, and success and assigns (collectively the "Indemnified Parties") from and against all claims, suits and actions (collectively "Claims") brought against the Indemnified Parties, and for all resulting damages, losses, costs and expenses (including reasonable attorney and professional fees) (collectively "Losses") that result or arise from Claims, relating to: (i) misappropriation or infringement of intellectual property rights related to Developer's products; (ii) negligence, misconduct, or bodily injury, death, or damage to property arising from the acts of Developer or its agents; or (iii) any defect in or failure of the Developer's products.

Residuals. The parties acknowledge and agree that UR shall be free to use the residuals resulting from access to or work with Developer's information for any purpose, provided that it shall not disclose Developer's confidential information (which excludes, for clarity, residuals) except as permitted pursuant to the terms of this Agreement. The term "residuals" means information retained in the unaided memory of persons employed or retained by UR who have had access to or worked with the Developer information, including ideas, concepts, know-how or techniques contained therein. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to grant a license under any of either party's intellectual property.

NO WARRANTIES: THE PROGRAM AND ALL MATERIALS PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND UNIVERSAL ROBOTS AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

Termination: Either party may terminate this Agreement or suspend or terminate Developer's participation in the Program at any time. Upon such termination or suspension, all of Developer's rights and licenses under this Agreement shall cease (including Developer's right to access the Program and Site), and Developer will immediately destroy the Materials or return all copies of the Materials to UR, and certify to UR in writing that such actions have been completed. Those provisions in this Agreement, which by their nature need to survive the termination or expiration of this Agreement, shall survive termination or expiration of the Agreement, including but not limited to the sections entitled "Feedback", "Confidential Information", "No warranties", "No Liability for Consequential Damages", and "Termination".

Governing Law: This Agreement shall be governed by the laws of Denmark excluding its principles of conflict of laws and the United Nations Convention on Contracts for the Sale of Goods.