

## UNIVERSAL ROBOTS ACADEMY – TERMS OF USE

### 1. PURPOSE AND SCOPE

- 1.1. Universal Robots Academy (the "**Program**") is an online training platform offered by Universal Robots A/S, a company incorporated in Denmark, whose registered address is Energivej 51, 5260 Odense S, Denmark under company number 29138060 ("**Universal Robots**") to you as an individual or an entity (the "**Participant**").
- 1.2. By using the Program, Participant accepts all the terms and conditions of this Agreement ("**Agreement**") and agrees to be bound by them. If Participant does not agree, it shall not use the Program.
- 1.3. This Agreement governs the Participant's use of the Program, through which the Participant can participate and access various educational offerings, including but not limited to online training, e-learning modules, and purchasing participation in in-class trainings hosted and made available by Universal Robots and Authorized Universal Robots Academy Partners (the "**Partners**").

### 2. AGREEMENT MODIFICATIONS

- 2.1. Universal Robots reserves the right at any time to modify this Agreement and to add new or additional terms or conditions on the Participant's use of the Program. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. The Participant's continued use of the Program will be deemed acceptance thereof.
- 2.2. Universal Robots reserves the right at any time to extend or limit the scope of the Program or to modify its functionality.

### 3. ACCOUNT

- 3.1. To get access to the Program, the Participant must establish an account, including a username and a password (the "**Account**"). The Participant undertakes to only access the Program through this Account.
- 3.2. The Participant is responsible for all activity occurring under the Account.
- 3.3. Universal Robots may, in its sole discretion, modify, withdraw and/or deny any Participant's access to the Program and the Participant's Account, at any time.

### 4. PURCHASE OF IN-CLASS TRAINING

- 4.1. Participants will be able to purchase in-class training (the "**Training Course**") by registering for such Training Course(s) through the Program (the "**Registration**"). In-Class Training Courses will be offered by both Universal Robots Academy and its Partners.
- 4.2. Once a Participant has completed the Registration, a seat will be reserved and an invoice will be issued. Depending on where the Training Course is taking place, invoices for Training Courses may be issued by the regional Universal Robots offices and not Universal Robots A/S.
- 4.3. For invoiced Training Courses, the payment terms shall be net eight (8) days.
- 4.4. The above-referenced payment terms are only applicable for Training Courses hosted by Universal Robots Academy. For Training Courses hosted by Partners, Participants are to contact the relevant Partner for information as to the applicable payment terms. Partner payment terms are not under the control of Universal Robots and Universal Robots is not responsible for the terms set by Partners.

### 5. INTELLECTUAL PROPERTY

- 5.1. Any training material, software, guidelines, technical information, content, data, images or other materials provided by Universal Robots in relation to the Program (the "**Content**") are all proprietary rights of Universal Robots. The Content is protected by intellectual property rights and includes rights in copyrights, patents, trademarks, design rights, database rights, trade secrets, know-how and all other confidential information protected under the laws of Denmark, any other jurisdictions or treaty.

### 6. LINKS TO THIRD PARTY SITES

- 6.1. The Program may contain links to third party websites. The links to other websites will allow users to leave the Program.



- 6.2. The linked websites are not under the control of Universal Robots and Universal Robots is not responsible for any content on any linked website or any link contained in a linked website, or any changes or updates to such websites.
- 6.3. Universal Robots is providing these links to Participant for convenience purposes only, and the inclusion of a link does not imply an endorsement by Universal Robots.

## **7. LICENSE TO USE CONTENT**

- 7.1. Universal Robots grants the Participant a non-exclusive, non-transferable, royalty-free, payment-free and revocable license to use the Content for the Participant's personal and internal use and in accordance with this Agreement. Universal Robots retains and reserves all intellectual property rights not expressly granted in this Agreement.

## **8. RESTRICTIONS ON USE OF CONTENT**

- 8.1. The Participant agrees not (nor allow, authorize or assist others) to decompile, reverse engineer, disassemble, modify or translate the Content or otherwise attempt to derive source code, trade secrets, or know-how from the Content and the Program.
- 8.2. Further, the Participant agrees not to sublicense, network, lease, sell, distribute, disclose, publicly display, publish, reproduce, create derivative works based on, assign or transfer the Content in whole or in part to any person or other entity without Universal Robots' prior written consent.
- 8.3. The Participant undertakes not to use the Content inconsistently with Universal Robots' ownership of the Content. This includes without limitation challenging Universal Robots' ownership of the Content, the validity of Universal Robots' intellectual property and patent rights, the validity of the licences granted in this Agreement and exploiting Universal Robots' intellectual property rights during or after the termination of this Agreement.

## **9. FEEDBACK**

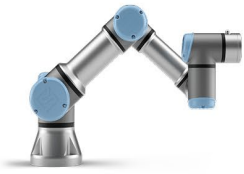
- 9.1. The Participant is encouraged to provide Universal Robots with any suggestions, comments or other feedback which the Participant has learned, collected, or created in relation to the Program (the "**Feedback**"). This includes, but is not limited to test results, error data, bugs, reports and other information relating to the Participant's use of the Program regardless of the form of which it has been collected.
- 9.2. The Participant agrees not to provide Universal Robots with Feedback that breaches any obligation of confidentiality owed to a third party or infringes any third party's intellectual property rights or any other applicable law.
- 9.3. The Participant grants Universal Robots all rights and the ownership of the Feedback including any intellectual property herein at no cost. Universal Robots is entitled, but not obligated to use, incorporate, reproduce, license and/or distribute the Feedback for any purpose with no obligation of any kind to the Participant.

## **10. CONFIDENTIALITY**

- 10.1. Universal Robots may provide the Participant with access to non-public information, including data, software, specifications and guidelines related to the Content and Universal Robots (the "**Confidential Information**"), which is considered confidential and proprietary to Universal Robots.
- 10.2. The Participant undertakes not to disclose Confidential Information to any third party, including any affiliates or subsidiaries, without Universal Robots' prior written consent.
- 10.3. Further, the Participant undertakes not to use any Confidential Information for any purpose outside the scope of the Program except with Universal Robots' prior written permission.

## **11. INDEMNIFICATION**

- 11.1. The Participant indemnifies and agrees to defend Universal Robots, its distributors and sales agents against any and all actions, suits and claims and hold harmless from any and all liabilities, damages, losses, costs and



expenses (including reasonable attorney and professional fees) that result or arise from the Participant's participation in the Program, including but not limited to, Participant's use of the Content, Participant's Feedback, and any use of the Program in a manner that is inconsistent with this Agreement.

- 11.2. Universal Robots will indemnify, defend and hold the Participant harmless, against all claims against the Participant alleging that the Content, in and of itself, infringes the intellectual property rights of a third party in the country where the Content is initially delivered, provided the Participant promptly notifies Universal Robots in writing, assists in the investigation or defense of the claim and allows Universal Robots to be solely responsible and control the defense and settlement of such claim.

## **12. NO WARRANTIES**

- 12.1. Participant understands that Universal Robots cannot and does not guarantee or warrant that files available for downloading from the internet or as a part of the Program will be free of viruses or other destructive code. Participant is responsible for implementing sufficient procedures and checkpoints to satisfy particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **TO THE FULLEST EXTENT PROVIDED BY LAW, UNIVERSAL ROBOTS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT PARTICIPANT'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO PARTICIPANT'S USE OF THE PROGRAM, THE CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROGRAM OR PARTICIPANT'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.**

**PARTICIPANT'S USE OF THE PROGRAM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROGRAM IS AT PARTICIPANT'S OWN RISK. THE PROGRAM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROGRAM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER UNIVERSAL ROBOTS NOR ANY PERSON ASSOCIATED WITH UNIVERSAL ROBOTS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PROGRAM AND THE CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER UNIVERSAL ROBOTS NOR ANYONE ASSOCIATED WITH UNIVERSAL ROBOTS REPRESENTS OR WARRANTS THAT THE PROGRAM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROGRAM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PROGRAM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.**

**TO THE FULLEST EXTENT PROVIDED BY LAW, UNIVERSAL ROBOTS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.**

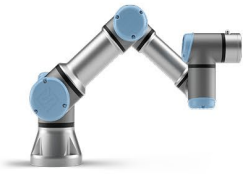
**THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

## **13. LIMITATIONS OF LIABILITY**

- 13.1. To the maximum extent permitted by applicable law, in no event will Universal Robots or its suppliers be liable for any special, incidental, indirect or consequential damages arising out of or related to this Agreement or the Participant's use of the Program. Universal Robots expressly disclaim any and all liability for the conduct of its Partners.

## **14. EXPORT CONTROL; PRIVACY & AUDIT**

- 14.1. The Participant agrees to comply with all applicable foreign trade control and export control laws and regulations as well as all economic and trade sanctions including but not limited to those imposed by the United States ("*US*") or the European Union ("*EU*") or any of its member states. Without limiting the generality of the



foregoing subsections, the Participant shall not export or re-export or transfer, directly or indirectly, any portion of the Content received from Universal Robots in connection with this Program, to any country, entity or person where such export, re-export, or transfer is restricted by applicable law, without first obtaining any required governmental or similar license, authorization, certification, or approval. If the Participant resells or otherwise disposes of any Content received from Universal Robots hereunder, it will comply with all applicable laws.

- 14.2. Universal Robots shall have the right, at its own expense, to audit the Participant's compliance with the terms of this Agreement.
- 14.3. Universal Robots may use IP domain information to analyze trends, administer the site, track users' movement, and gather broad demographic information for aggregate use or for Universal Robots Academy administrative uses. IP domain information collected by Universal Robots may be linked to personally identifiable information.
- 14.4. All information we collect on Participant as it relates to the Program is subject to our Privacy Policy. By using the Program, you consent to all actions taken by Universal Robots with respect to Participant's information in compliance with the Privacy Policy.

## **15. TERM AND TERMINATION**

- 15.1. This Agreement will continue to apply until terminated by either the Participant or Universal Robots as set forth below. Any terms which by their nature should continue, including but not limited to Section 9.3, will survive such termination.
- 15.2. Universal Robots may immediately terminate or suspend this Agreement at its sole discretion at any time, for any reason, effective upon notice from Universal Robots. Upon termination of this Agreement, all rights and licenses granted by Universal Robots herein shall immediately expire and the Participant must cease use of the Program, the Content and permanently delete all Content in its possession.
- 15.3. The Participant may terminate this Agreement at any time by ceasing the Participant's access to the Program and use of all Content.

## **16. MISCELLANEOUS**

- 16.1. This Agreement shall be governed by the laws of Denmark excluding its conflicts of law provisions and the United Nations Convention on Contracts for the Sale of Goods. Disputes arising in connection with or as a result of this Agreement, and which are not resolved by mutual agreement, shall be finally settled, with the force of res judicata, by arbitration in accordance with the Rules of Arbitration in Denmark made out by the Danish Institute of Arbitration. The seat of arbitration shall be Copenhagen, Denmark.
- 16.2. No waiver by Universal Robots of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Universal Robots to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.
- 16.3. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.
- 16.4. This Agreement is drafted in English but translated versions may be made available. Translations are provided as a courtesy and for reference only. In the event of any discrepancies or conflicts between the English and translated versions, the English version shall prevail.