



UNIVERSAL ROBOTS ACADEMY PARTICIPANTS – 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 25, 5260 Odense S, Denmark under company number 29138060 ("**Universal Robots**") to you as an individual or an entity (the "**Participant**").
- 1.2 These terms of use create a contract between the Participant and Universal Robots (the "**Agreement**"). By clicking "Create Account," the Participant confirms its understanding and acceptance of the Agreement.
- 1.3 This Agreement governs the Participant's use of the Program, through which the Participant can take online training e-learning modules, get educational information, and purchase participation in in-class trainings hosted and made available by Universal Robots and Authorized Universal Robots Academy Partners (the "**Partners**").

2. CONTRACT AND CONTENT CHANGES

- 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 needs to 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 has the right to modify, withdraw and deny any Participant's access to the Program 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 through the Program (the "**Registration**"). In-Class Training Courses will be offered both by Universal Robots Academy as well as its Partners.
- 4.2 Once a Participant has completed the Registration, a seat at the Training Course will be reserved. The seat will be only confirmed upon Universal Robots' receipt of payment in full. Depending on where in the world 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 credit card payments, a "hold" will be placed on the card for the entire amount due at the time of Registration. The payment will be debited on the last day before the Training Course.



- 4.4 For Invoiced Training, the payment terms shall be net eight (8) days. Confirmation of Seat availability will be issued to Participant upon Universal Robots' receipt of payment.
- 4.5 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 specific Partner for information as to their specific 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

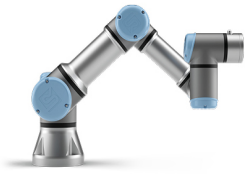
- 5.1 Any training material, software, guidelines, technical information, content, data, images or other materials provided by Universal Robots in the Program (the "**Content**") are all proprietary rights of Universal Robots. The Content are protected by intellectual property rights and includes rights 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. SITE AVAILABILITY

- 6.1 At Universal Robots' discretion, the Program is made available only to selected Participants.
- 6.2 For purpose of access to the Program, a Participant must have a valid registration to log in
- 6.3 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 Universal Robots Academy administrative uses. IP Domain information collected by Universal Robots may be linked to personally identifiable information

7. LINKS TO THIRD PARTY SITES

- 7.1 The Program may contain links to other web sites. The links to other web sites will allow users to leave the Program.
- 7.2 The linked web sites are not under the control of Universal Robots and Universal Robots is not responsible for any contents of any linked web site or any link contained in a linked web site, or any changes or updates to such web sites.
- 7.3 Universal Robots is providing these links to you for convenience purposes only, and the inclusion of any link does not imply endorsement by Universal Robots.



8. LICENSE TO USE CONTENT

- 8.1 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. Universal Robots retains and reserves all intellectual property rights not expressly granted in this Agreement.

9. RESTRICTIONS ON USE OF CONTENT

- 9.1 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 in the Content and the Program.
- 9.2 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.
- 9.3 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.

10. FEEDBACK

- 10.1 The Participant is encouraged to provide Universal Robots with any suggestions, comments or other feedback which the Participant has learned or collected in relation to the Content provided by Universal Robots (the "**Feedback**"). This includes test results, error data, bugs, reports and other information relating to the Participant's evaluation of the Content regardless of the form of which it has been collected.
- 10.2 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.
- 10.3 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 distribute the Feedback for any purpose with no obligation of any kind to the Participant.

11. INDEPENDENT DEVELOPMENT AND RESIDUALS

- 11.1 The Participant retains all the intellectual property rights to its Contribution.
- 11.2 The Participant grants Universal Robots and any company or affiliate within the Universal Robots group a worldwide, royalty-free, non-exclusive license to use, modify, distribute and sublicense any Contribution submitted by the Participant in connection with its use of the Program for any purpose. The license is granted without any compensation or obligation to the Participant.
- 11.3 Universal Robots is entitled to use the Participant's Feedback and the residuals resulting from the Participant's Contribution, providing that it does not disclose the Participant's confidential information except as permitted pursuant to this Agreement.



12. CONFIDENTIALITY

- 12.1 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.
- 12.2 The Participant undertakes not to disclose Confidential Information to any third party, including any affiliates or subsidiaries, without Universal Robots' prior written consent.
- 12.3 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.

13. INDEMNIFICATION

- 13.1 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 use of the Content in a manner that is inconsistent with this Agreement.
- 13.2 Universal Robots will indemnify, defend and hold the Participant harmless, against all claims against the Participant which arises from the Content infringing an intellectual property right 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.

14. NO WARRANTIES

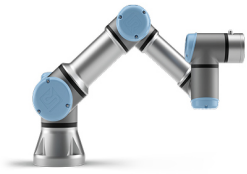
- 14.1 The Program and the Content provided by Universal Robots hereunder are provided on an "as is" basis and the Program is subject to change. Universal Robots and its suppliers disclaim all warranties, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or noninfringement.

15. LIMITATIONS OF LIABILITY

- 15.1 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.

16. EXPORT CONTROL LAWS AND AUDIT

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. The Participant shall not export or re-export any portion of the Content received from Universal Robots in connection with this Program, to any country, entity or person except in compliance with applicable export laws. Such regulation and laws include but are not limited to the Council Regulation (EC) No. 1334/2000, the US Export Administration Regulations, the International Traffic in Arms Regulations as well as Specifically Designated Nationals and Blocked Persons programs (as those terms are defined in the United States Code of Federal Regulations).



- 16.1 Universal Robots shall have the right, at its own expense, to audit the Participant's compliance with the terms of this Agreement.

17. TERM AND TERMINATION

- 17.1 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 will survive such termination.
- 17.2 Universal Robots may immediately terminate or suspend this Agreement and all rights and licenses granted by Universal Robots at its sole discretion at any time, for any reason effective upon notice from Universal Robots.
- 17.3 The Participant may terminate this Agreement at any time by ceasing the Participant's access to the Program and use of all Content.
- 17.4 Upon termination of this Agreement, all rights and licenses granted herein immediately expire and the Participant must cease use of all Content and permanently delete all Content in its possession.

18. GOVERNING LAW

- 18.1 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.