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2.1 Universal Robots grants to Licensee, and Licensee accepts, a non-exclusive, non-transferable license during the term of this Agreement to use the EtherCAT URCap solely in connection with the Universal Robots External Axis Feature in which the EtherCAT URCap is embedded and only as authorized in and subject to this Agreement. Licensee agrees that (1) Licensee may only use the EtherCAT URCap in accordance with the terms of this Agreement; (2) Licensee may only use the EtherCAT URCap for its own internal business purpose and within the scope of the EtherCAT URCap application with respect to one (1) External Axis Feature; (3) Licensee will not pledge, lease, rent or assign to, or share Licensee's rights or obligations under this Agreement with, any third party; (4) except as permitted by mandatory law, Licensee shall not, under any circumstances, reverse engineer, decompile, disassemble or otherwise attempt to discover, reconstruct or identify the source code of the EtherCAT URCap or any user interface techniques, algorithms, logic, protocol, or specifications included, incorporated, or implemented herein; (5) the EtherCAT URCap shall not be used in any way which would violate any Export Laws (as defined in Section 8 herein); and (6) Licensee will not transfer or make the EtherCAT URCap available to any third party, or create derivative works of the EtherCAT URCap, without Universal Robots' prior written consent, and in the event of any violation of this Section 2.1, Universal Robots is not liable for any damage or harm caused by its EtherCAT URCap, the External Axis Feature, or Products, to Licensee or any third party.

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3 Consideration

3.1 The purchase price paid by Licensee to Universal Robots for the External Axis Feature includes the license fee for the license to use the EtherCAT URCap granted under this Agreement.

3.2 Universal Robots reserves the right to demand a license fee for future versions, updates, upgrades, enhancements and/or additional software components provided by Universal Robots to be embedded in or used in connection with the External Axis Feature.



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4.2.3 Use Licensee Data to create statistical analyses and algorithms for research and development purposes, and for benchmarking purposes, alone or with other users' data ("R&D Analyses"), the rights to which R&D Analyses are and shall be owned solely and exclusively by Universal Robots without restriction; and

4.2.4 Disclose the Licensee Data to its subcontractors and service providers, and to other third parties as authorized by Licensee.

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5 Term and Termination

5.1 This Agreement is effective upon Licensee's receipt and use of the EtherCAT URCap and shall continue until terminated pursuant to this Section 5. Licensee may terminate this Agreement by terminating its use of the EtherCAT URCap. Universal Robots may terminate this Agreement for convenience by providing ninety (90) days' notice to Licensee.

5.2 Universal Robots may terminate this Agreement for cause at any time upon the occurrence of any the following events: (1) breach by Licensee of any term hereof that is not cured within thirty (30) days written notice of such default, if cure is possible, otherwise this Agreement is terminated upon breach with immediate effect; (2) Licensee's failure to pay any purchase price or license fees when due and owing under this Agreement, if applicable; or (3) Licensee's default under any other agreement with Universal Robots.

5.3 Upon termination, Licensee shall immediately cease to use the EtherCAT URCap. Sections 4 through 14 shall survive termination.

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9 Indemnification

Licensee shall defend, indemnify and hold Universal Robots and its affiliates, employees and agents harmless, from and against all sums, claims, costs, duties, liabilities, losses, obligations, suits, actions, damages, penalties, awards, fines, interest and other expenses (including investigation expenses and attorneys' fees) that Universal Robots may incur or be obligated to pay as a result of Licensee's unauthorized use, modification, resale, transfer, shipment, or export of the EtherCAT URCap.

10 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Denmark, without giving effect to conflict of laws provisions thereof. The parties expressly disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or in connection with this Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Copenhagen, Denmark. The arbitration shall be conducted in the English language. The foregoing notwithstanding, Universal Robots may seek preliminary, temporary, or permanent injunctive relief and other equitable remedies in any court of competent jurisdiction prior to or during arbitration and may enforce the award of the arbitrator in any court of competent jurisdiction.

11 Confidentiality

Each Party (the "Receiving Party") may receive or be given access to the business, product or service, or customer information of the other Party (the "Disclosing Party"), that is marked or otherwise identified as "proprietary" or "confidential" or that is of such a nature that a reasonable person would understand such information to be proprietary or confidential ("Confidential Information"). A Party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the Receiving Party; (b) was in the other Party's lawful possession without any obligations of confidentiality before the disclosure; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party, which independent development can be shown by written evidence; or (e) is required to be disclosed by applicable law, by any court of competent jurisdiction or by any regulatory or administrative body, provided the Receiving Party will promptly notify the Disclosing Party upon learning of any such legal requirement, and reasonably cooperate with the Disclosing Party in the exercise of its right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency.



The Parties hereby agree:

- (i) not to use Confidential Information received from the other Party for any purpose other than for the purpose of this Agreement; and
- (ii) to maintain Confidential Information received from the other Party in strict confidence and to take all reasonable precautions to prevent third parties from getting unauthorized access to Confidential Information, and to ensure the security and confidentiality of all Confidential Information.

12 Entirety of the Agreement

This Agreement shall constitute the complete, final and exclusive agreement between Universal Robots and Licensee with respect to the subject matter hereof, and supersedes all proposals, oral or written, and all other communications between the Parties relating to this subject matter hereof; provided that all confidentiality and mutual non-disclosure agreements previously executed by Licensee and Universal Robots shall remain in full force and effect. If any of the terms and conditions of this Agreement is held by any competent court or authority to be invalid or unenforceable in whole or part, the validity of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. The additional or conflicting terms of Licensee's purchase order or other ordering documents (other than quantity, price, and delivery terms) shall not amend the terms of this Agreement and are hereby rejected.

13 Changes to the Agreement

Universal Robots reserves the right, in its sole and absolute discretion, to change the terms of the Agreement, including without limitation, to demand a license fee, cf. Section 3.2, by providing ninety (90) days' notice to Licensee.

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