

# END-USER TERMS OF USE & LICENSE AGREEMENT

Last updated: September 8<sup>th</sup> 2017

YOU SHOULD CAREFULLY READ THE FOLLOWING AGREEMENT BEFORE USING THE Web-Based Product Suite (as this term is hereinafter defined). This End-User Terms of Use & License Agreement (the "**Agreement**") is a legal agreement between you and Robotiq (as this term is hereinafter defined). This Agreement covers the Web-Based Product Suite. By clicking on the "I read and I accept the License Agreement and the Privacy Policy" checkbox on the web applications' registration page, or by installing, accessing, or otherwise using the Web-Based Product Suite, you acknowledge that you have read and understood this Agreement and agree to be bound by the terms and conditions of this Agreement. You also represent that you are an authorized representative who have the authority to legally bind your company to these terms or that such authorized representative has read and agreed to be bound by the terms and conditions of this Agreement. If you or the authorized representative of your company do not agree to the terms and conditions of this Agreement, Robotiq cannot and does not license or provide access to the Web-Based Product Suite to you. In such event, you must not use or install the Web-Based Product Suite.

## 1. Definitions.

- 1.1. "**Web-Based Product Suite**" means any of Robotiq's "on-line" web applications, any "on-robot" embedded software, any communication device, and any electronic or other documentation provided hereof including their modifications and upgrades and their related materials;
- 1.2. "**End-User**" means a person authorized pursuant to this Agreement to install, access, or use the Web-Based Product Suite;
- 1.3. "**Robotiq**" means Robotiq inc., a corporation incorporated under the laws of Quebec, having its registered office at 325-966 chemin Olivier, Lévis, Québec, Canada, G7A 2N1, which specializes into the conception, advanced manufacturing and sale of robotic products;
- 1.4. "**Robotiq's Products**" means those products developed by Robotiq;
- 1.5. "**Robotiq's Authorized Representatives**" means and includes Robotiq, its officers, directors and employees, and Robotiq's authorized resellers and distributors;
- 1.6. "**Inventions**" means all discoveries, designs, processes, techniques, methods, source codes, systems, product and computer programs, formulas, data, prototypes, models, improvements, innovations, industrial designs, trade secrets (other than know-how), trademarks, specifications for products, drawings, intellectual property and all rights relating thereto in each case, related to the Web-Based Product Suite or Robotiq's Products in which Robotiq has any rights of any kind under applicable law;
- 1.7. "**Intellectual Property Rights**" means all registered and unregistered intellectual property rights, including, without limiting the generality of the foregoing, all intellectual property rights attached to the Web-Based Product Suite, the Aggregated Data (as this term is hereinafter defined) and their

related materials, and to:

- all Robotiq's Products and Inventions, patentable or not patentable, trademarks, trade names, copyrights, industrial designs, trade secrets and all other intellectual property rights; and
- all domestic and foreign registrations, applications and renewals thereof for the registration of intellectual property rights.

**1.8. "UR"** means Universal Robots A/S, a corporation incorporated under the laws of Denmark, having its registered office at Energivej 25, DK-5260 Odense S, which specializes into the conception, advanced manufacturing and sale of robotic products (the "**UR's Business**");

**1.9. "UR's Products"** means those products developed by UR in the course of the UR's Business;

**1.10. "Purchase Agreement"** means an agreement between the End-User and Robotiq pursuant to which the End-User purchased one or more of Robotiq's Products;

- 2. License.** Subject to the terms and conditions hereof, Robotiq grants to the End-User a personal, temporary, non-exclusive, non-assignable, non-sublicensable, and non-transferable and revocable license to use the "on-robot" embedded software accessible via the Web-Based Product Suite, in accordance with the terms and conditions hereof.
- 3. Modifications and Upgrades.** Robotiq shall be under no obligation to provide any upgrade or modification to the Web-Based Product Suite. However, the End-User shall be entitled to receive from Robotiq, free of charge, all modifications and upgrades of the Web-Based Product Suite with respect to the Purchase Agreement if, at such time, the End-User is not in default in respect of any of its obligation contained herein.

Such modifications and upgrades of the Web-Based Product Suite may be performed by Robotiq with or without prior notification to the End-user. Should such modifications and upgrades require installation by the End-user himself, appropriate instructions will be made available.

The use of the Web-Based Product Suite may require Robotiq's Products, UR's Products, compatible systems and certain software (which may require some expenses), may require periodical updating and may be affected by such elements.

- 4. Fees.** The grant by Robotiq to the End-User of the present license and/or web services shall be either free or require service fees, as agreed to in the Purchase Agreement. In any event, the End-User agrees and complies to the term and conditions herein at all time.
- 5. Maintenance.** During the term of this Agreement, Robotiq will maintain the Web-Based Product Suite in an operable condition and will make available any corrections and improvements as are generally incorporated in the Web-Based Product Suite by Robotiq without additional charge to the End-User.

Robotiq may temporarily and without notice suspend or limit access to the Web-Based Product Suite if necessary or desirable in order to maintain, restore, modify or repair any part of the Web-Based Product Suite or for any reason related to business. During such works, the Web-Based Product Suite will not be available but Robotiq undertakes to deploy reasonable efforts to perform such works at appropriate times and to limit any inconvenience arising therefrom.

6. **Title to Web-Based Product Suite.** The Web-Based Product Suite contains confidential information and trade secrets and constitutes intellectual property of Robotiq. Title and ownership rights to the Web-Based Product Suite shall remain at all times with Robotiq.

End-user may provide feedback to Robotiq concerning the functionality and performance of the Web-Based Product Suite, including, without limitation, identifying potential errors and possible improvements (collectively the “**Feedback**”).

Robotiq may use this Feedback, without restriction in any manner now known or in the future conceived, to improve or enhance its products and, accordingly, and you hereby grant to Robotiq a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and license, with the right to sublicense (i) to use, reproduce, disclose, distribute, modify, prepare derivative works of and otherwise exploit the Feedback and other information you provide to Robotiq under this Agreement, and (ii) to make, use, sell, offer to sell, import and export any product or service that incorporates the Feedback and other information you provide to Robotiq under this Agreement. No royalty or any remuneration of any kind shall be paid to the End-User in respect to the Feedback.

7. **Web-Based Product Suite Data.**

7.1. The End-User hereby acknowledges and agrees that a feature of the Web-Based Product Suite is to collect information and data either automatically or manually, which information and data may constitute valuable, confidential and proprietary information to the End-User (the “**Web-Based Product Suite Data**”). The Web-Based Product Suite Data shall not include information that is already in the public domain, or generally known in the industry in which the End-User operates. Web-Based Product Suite Data may include the following:

The “**Provided Data**”, including, but not limited to:

- Monitoring Data - robot operational data.
- Media - photos, videos, schemes, drawings, etc, sent to Robotiq or shared by the End-User while using the Web-Based Product Suite.

The “**Collected and Derived Data**”, including, but not limited to:

- Product Usage Data - product usage data such as dates, times, and duration of access to or use of the web application services and information on actions taken when using Robotiq’s web application services.
- Device Data - information about your computer and/or device such as the Internet protocol (IP) address used to connect your computer to the Internet and the type of the device, network configuration, operating system, web browser and time zone settings.
- Application Data - information related to Robotiq Web-Based Product Suite such as location, software versions, data sharing choices and update details.
- Anonymous or Aggregated Data (the “**Aggregated Data**”) - anonymous and aggregated information about how our Web-Based Product Suite are used. In the course of our operations we might also apply a process of de-identification or anonymization of your data

to make it reasonably unlikely to identify you through the use of that data with available technology.

**7.2.** The End-User hereby acknowledges and agrees that Robotiq may, without limitation, access, process, analyze or otherwise use the Web-Based Product Suite Data for internal business purposes including, without limitation, compensation, royalty fees or any other form of remuneration:

7.2.1. to provide, enhance and update the Web-Based Product Suite;

7.2.2. to help Robotiq's and/or Robotiq's Authorized Representatives to manage their servicing relationships with their customers;

7.2.3. develop any aggregated or derivative data, in which case such Aggregated Data shall be the property of Robotiq;

**7.3.** Robotiq hereby acknowledges the valuable, confidential and proprietary nature of the Web-Based Product Suite Data. Accordingly, but subject to Sub-section 7.2 hereof, Robotiq shall use reasonable diligence and in no event less than the degree of care which it uses in respect to its own confidential and proprietary information of like nature, to prevent the unauthorized disclosure, reproduction, alienation or distribution of the Web-Based Product Suite Data to any other individual, corporation or entity except as expressly allowed by the End-User under this Agreement or by prior written confirmation.

**8. Restricted Use.** The Web-Based Product Suite shall be used solely and exclusively by the End-User who has accepted by click-through confirmation to be bound by the terms and conditions hereof. The End-User shall not and does not have rights to, in whole or in part, without Robotiq's prior written authorization:

**8.1.** own title, or transfer title to the Web-Based Product Suite to any third party;

**8.2.** create any derivative, adapted or translated works from the Web-Based Product Suite;

**8.3.** copy (except for normal backups of "on-robot" embedded software products for recovery purposes), modify, sell, lease, sublicense, distribute, disclose, reproduce, upload, post, transmit, or otherwise make the Web-Based Product Suite or derivative works, modifications or extensions of the Web-Based Product Suite available to any third party;

**8.4.** decompile, disassemble, enhance, reverse engineer, reverse assemble, attempt to derive the source code or otherwise translate into human readable form any aspect of the Web-Based Product Suite;

**8.5.** pledge, hypothecate, alienate or otherwise encumber the Web-Based Product Suite to any third party;

**8.6.** remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Web-Based Product Suite;

**8.7.** publish or make public, including, without limiting the generality of the foregoing, in social media,

electronic media, or print media any results of benchmark tests run on the Web-Based Product Suite to any third party;

**8.8.** conduct any type of security or performance testing on the system, including but not limited to any type of penetration testing, software code review for vulnerabilities, a ping sweep, a probe or exploit, a configuration or misconfiguration review, impersonating another user, sharing user credentials, breaching or attempting to breach access or data security or privacy controls; or

**8.9.** use the Web-Based Product Suite in any manner not expressly authorized by this Agreement.

The End-User is required to report any suspected security incidents or privacy breaches to infosec-irt@robotiq.com immediately and is prohibited from making such information publicly available in any form and any media.

**9. Exclusion of Warranty.** The Web-Based Product Suite is provided "AS IS" and without warranty of any kind. ROBOTIQ AND ROBOTIQ'S AUTHORIZED REPRESENTATIVES DO NOT WARRANT THAT THE Web-Based Product Suite WILL BE FREE OF ERRORS AND THE END-USER ACKNOWLEDGES THAT THE EXISTENCE OF ANY SUCH ERROR DOES NOT CONSTITUTE A BREACH OF THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, ROBOTIQ AND ROBOTIQ'S AUTHORIZED REPRESENTATIVES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED HEREIN. ROBOTIQ AND ROBOTIQ'S AUTHORIZED REPRESENTATIVES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE Web-Based Product Suite WILL MEET THE END-USER REQUIREMENTS OR THAT THE OPERATION OF THE Web-Based Product Suite WILL BE CORRECT. FURTHERMORE, ROBOTIQ AND ROBOTIQ'S AUTHORIZED REPRESENTATIVES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE Web-Based Product Suite IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ROBOTIQ AND ROBOTIQ'S AUTHORIZED REPRESENTATIVE INCLUDING THROUGH ROBOTIQ'S WEB APPLICATIONS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE Web-Based Product Suite PROVE DEFECTIVE IN THE END-USER'S TECHNOLOGY ENVIRONMENT, THE END-USER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION TO HIS TECHNOLOGY ENVIRONMENT.

**10. Limitation of liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ROBOTIQ AND ROBOTIQ'S AUTHORIZED REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE Web-Based Product Suite. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, DOWN TIME AND USER'S TIME, EVEN IF ROBOTIQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ROBOTIQ'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID IN RESPECT OF THE WEB-BASED PRODUCT SUITE BY THE END-USER UNDER THIS AGREEMENT.

**11. Training, Maintenance and Support** There is no entitlement to training, maintenance and support

under this Agreement unless otherwise specified in the Purchase Agreement or any other written agreement between the End-User and Robotiq. The End-User may provide Robotiq with details regarding any bug, defect or failure in the Web-Based Product Suite promptly and with no delay from such event; the End-User shall comply with Robotiq's request for information regarding bugs, defects or failures and furnish detailed information, screenshots and reproduction steps upon request.

12. **Expiration and Termination.** Robotiq may terminate this Agreement for default by the End-User or upon the election of such termination by Robotiq. Upon termination of this Agreement, the End-User shall promptly uninstall any embedded software on any UR's Products and Robotiq's Products, computer, or server on which it has been installed, deliver to Robotiq all media, and other tangible items and materials embodying any software made available to the End-User through Web-Based Product Suite, and return to Robotiq all copies thereof or destroy such copies and warrant in writing that all copies thereof have been destroyed. In the event of termination of this Agreement, all obligations of the parties under this Agreement due for performance on the date of termination shall survive the termination, and the party terminating shall not be liable to the other party for any damages arising out of the termination.  
The obligations provided in Sections 6 and 7 shall survive the termination of this Agreement.
13. **Privacy Policy.** The End-User acknowledges and agrees that all personal information collected by Robotiq through the Web-Based Product Suite is subjected to the Robotiq Privacy Policy. By accessing, installing or using the Web-Based Product Suite, you consent to all actions Robotiq takes with respect to such personal information in compliance with the Robotiq Privacy Policy.
14. **Dispute Resolution.** If a dispute arising from or related to this Agreement cannot be resolved through good faith negotiations between Robotiq and End-User within a reasonable time, Robotiq and the End-User agree that such dispute shall be submitted to mediation between Robotiq and the End-User. Any mediation settlement shall be documented in writing. Should such mediation settlement vary the language of the Agreement, the variation shall be recorded in writing, signed by Robotiq and the End-User and added to the Agreement as an attachment.

If the dispute cannot be resolved through mediation within ninety (90) days following the commencement of the mediation process, it shall be conclusively settled by a single arbitrator in accordance with the provisions of the *Code of Civil Procedure* (Québec), to the exclusion of all courts of law, and all hearings shall take place in the city of Quebec, Province of Québec unless agreed otherwise by Robotiq and the End-User.

15. **Miscellaneous.**

- 15.1. This Agreement constitutes the entire understanding and agreement between Robotiq and the End-User and replaces any prior agreement relating to the same subject matter.
- 15.2. This Agreement shall be governed and construed in accordance with the laws of the province of Quebec and the federal laws of Canada applicable therein. Any legal action or proceeding between Robotiq and the End-User for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in the judicial district of Trois-Rivières, Quebec.
- 15.3. Robotiq's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct

between the parties nor trade practice shall act to modify any provision of this Agreement.

- 15.4.** Robotiq may assign its rights and duties under this Agreement to any party at any time without notice to the End-User. The End-User may not assign this Agreement without the prior written consent of Robotiq.
- 15.5.** If any part of this Agreement is null, illegal or unenforceable, this Agreement shall be interpreted as if this part was never part of this Agreement.
- 15.6.** The provisions of this Agreement are for the benefit of Robotiq and its officers, directors, employees, agents, licensors and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against the End-User on its own behalf. This Agreement is also for the benefit of, and binds, the End-User and its heirs, successors, legal representatives and permitted assigns.
- 15.7.** Any rights not expressly granted herein are reserved.
- 15.8.** The parties confirm that they have agreed that this Agreement and all related documents be drafted in English only. *Les parties aux présentes confirment qu'elles ont accepté que la présente convention et tous les documents y afférents soient rédigés en anglais seulement.*