LICENSE TERMS FOR SDKS

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These License Terms for SDKs (the "**Terms**") govern your use of the software development kit(s), including the individual components hereof[*], (the "**SDK**") provided or made available to you by Universal Robots A/S ("**Universal Robots**") for the purposes of creating, distributing, and/or using products or applications that are compatible with Universal Robots' products. The Terms constitute a binding agreement between you and Universal Robots. By accessing, downloading, storing, copying, sharing, opening, receiving, or otherwise using or disposing of the SDK, you acknowledge that you are bound by the Terms.

1. PERMITTED USE OF THE SDK

1.1.   Subject to the terms and restrictions herein, Universal Robots hereby grants you a non-exclusive, non-transferrable, non-sublicensable, limited license to use the SDK for the purposes of creating, distributing, and/or using products or applications that are compatible with Universal Robots' products, provided that your use does not constitute comparative advertising and is not otherwise unfair, disloyal, or disparaging to Universal Robots.

1.1.1.   You may only make copies of the SDK to the extent it is reasonably necessary for you to do so in order for you to engage in use permitted pursuant to this Section 1 and for backup purposes.

1.1.2.   Except as permitted by mandatory law, you shall not, under any circumstances, reverse engineer, decompile, disassemble, or otherwise attempt to discover, reconstruct, or identify the source code of the SDK or any user interface techniques, algorithms, logic, protocol, or specifications included, incorporated, or implemented herein. The foregoing shall not apply to non-compiled source code samples provided as part of the SDK.

1.1.3.   You may not in any way use the SDK to create, improve or advertise a product or application that is capable of competing, either directly or indirectly, with any of Universal Robots' or its affiliates' current or future products without Universal Robots' prior written permission.

1.1.4.   If you make any changes to the SDK in accordance with the Terms, you must cause such modifications to carry prominent notices stating that the software has been modified by you and the date of modification, and that Universal Robots A/S is not liable or responsible for the functioning of the modified software, including, without limitation, for its compatibility or interoperability with Universal Robots' products.

1.1.5.   You may not under any circumstances use the SDK for planning, construction, maintenance, operation, or use, directly or indirectly, in nuclear power plants, missile technology, chemical or biological weapons applications or flight, navigation, or communication of aircraft or ground support equipment.

1.1.6.   You may not under any circumstances combine the SDK with software or other materials that are subject to licenses or restrictions (e.g., open-source software licenses) that would require you to disclose, license, distribute or otherwise make all or any parts of the SDK available to anyone (e.g., copyleft terms). For the avoidance of doubt, the license to the SDK granted to you by the Terms does not extend to such use of the SDK and it does not allow you to comply with such licenses or restrictions.

1.1.7.   You may distribute the SDK or any whole or partial copies thereof to a third party (i) if and to the extent it is reasonably necessary for you to do so in order for you to engage in use permitted pursuant to this Section 1, and (ii) you provide the recipient with a copy of the Terms. However, you may only make the SDK or any whole or partial copies thereof available to the public via download if it is part of a downloadable software package that includes a copy of the Terms. If you download a software package that includes the SDK, your use of the SDK will be subject to and governed by the latest version of the Terms, which can be found here: https://www.universal-robots.com/legal/terms-and-conditions/license_terms_for_sdks.txt, regardless of whether they are included in the software package or not.

1.1.8.   You are not allowed to alter, obscure, remove or replace any copyright or other legal notices, trademarks, business names and/or logos embedded in, superimposed on, affixed to, or otherwise included in, the SDK without Universal Robots' prior written permission.

1.1.9.   You may show the SDK in whole or in part to a third party or the public in the course of you engaging in the use permitted pursuant to this Section 1, provided that you display any copyright notice already contained in the SDK, cf. also Section 1.1.8., or, if no such notice is contained therein, you must display the following copyright notice in connection with such use: "*© 2023 Universal Robots A/S. Use hereof is subject to Universal Robots A/S' License Terms for SDKs.*"

1.2. Any use of the SDK that is not expressly permitted pursuant to this Section 1 constitutes a material breach of the Terms.

1.3. *If your intended use of the SDK is not permitted pursuant to the Terms, you may contact Universal Robots via email at legal@universal-robots.com and request a special permission to engage in your particular intended use. Universal Robots may, in its sole discretion, grant or deny such a request.*

2. INTELLECTUAL PROPERTY RIGHTS

2.1. You acknowledge and agree that the SDK and all intellectual property rights contained and/or embodied therein, including, but not limited to, rights under the Danish Marketing Practices Act or under similar rules of law, patents, utility models, copyrights and related rights, software, trademarks, semiconductors, designs, know-how, rights in databases, trade secrets, and all applications or pending applications for such in all cases, whether or not registrable in any country, and all rights and forms of protection of a similar nature or having equivalent or similar effect anywhere in the world, shall be and remain the sole property of Universal Robots. Nothing in the Terms shall be construed as granting you any license to such rights, including, without limitation, any licenses to use Universal Robots' trademarks, patents, or designs, except as is strictly necessary in order for you to engage in the use permitted pursuant to Section 1.

2.2. If you create any derivative works based on the SDK, Universal Robots shall own the intellectual property rights in and to such derivative works. The foregoing notwithstanding, you may use such derivative works in connection with your use of the SDK in accordance with Section 1. For the avoidance of doubt, solutions, applications, and programs created using the SDK shall not constitute derivative works based on the SDK, except to the extent they constitute a modification of the SDK itself, and the mere fact that a solution, application, or program is interoperable or only interoperable with Universal Robots' software does not in and of itself make it a derivative work based on the SDK.

3. NO WARRANTIES, LIMITATIONS OF LIABILITY

3.1. THE SDK IS PROVIDED ON AN "AS IS" BASIS AND UNIVERSAL ROBOTS MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE SDK AND WE HEREBY EXPRESSLY EXCLUDE ANY WARRANTIES WITH RESPECT THERETO, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR ANY OTHER WARRANTIES OR GUARANTEES THAT MAY ARISE FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER UNIVERSAL ROBOTS NOR ITS SUPPLIERS, INCLUDING – WITHOUT LIMITATION – ITS LICENSORS, MAKE ANY REPRESENTATION, WARRANTY, OR OTHER COMMITMENT REGARDING (1) THE USE OR INABILITY TO USE THE SDK; OR (2) ANY RESULTS OF SUCH USE IN TERMS OF CORRECTNESS, ACCURACY, OR RELIABILITY. YOU UNDERSTAND AND AGREE THAT YOU ASSUME THE ENTIRE RISK AS TO YOUR USE OF THE SDK.

3.2. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL UNIVERSAL ROBOTS BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOSS OF ANTICIPATED PROFITS, SAVINGS, INTERRUPTION TO BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF BUSINESS INFORMATION OR OTHER DATA, THE COST OF RECOVERING SUCH LOST INFORMATION OR DATA, THE COST OF SUBSTITUTE INTELLECTUAL PROPERTY OR ANY OTHER PECUNIARY LOSS ARISING FROM THE USE OF, OR THE INABILITY TO USE, THE SDK REGARDLESS OF WHETHER UNIVERSAL ROBOTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT.

4. INDEMNIFICATION

4.1. You 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 your modification, whether authorized or unauthorized, of the SDK as well as of your unauthorized use, resale, transfer, shipment, or export of the SDK.

5. MISCELLANEOUS

5.1. *Entire Agreement.* Except as otherwise explicitly provided for herein, the Terms constitute the entire agreement and supersede all prior negotiations, promises, understandings, and agreements between the parties with respect to the subject matter hereof.

5.2.   _Changes to the Terms._ Universal Robots reserves the right, in its sole and absolute discretion, to cmodify the Terms by providing you with ninety (90) days' notice.

5.3.   _Obligations on Legal Successors._ The parties undertake to impose the obligations under the Terms on their statutory or contractual legal successors, if any.

5.4.   _Export Laws._ You agree to comply with all applicable laws and regulations, including export laws of the United States and any other applicable country or jurisdiction. You agree that the SDK will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other country's export laws, restrictions, or regulations (collectively the "**Export Laws**"). In addition, if the SDK are identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving the SDK.

5.5.   _No Agency._ The parties are independent contractors and nothing in the Terms shall be construed as to create an agency, joint venture, partnership, or other form of business association between the parties.

5.6.   _Survival._ If the contents of individual provisions of the Terms are intended to survive the termination or expiration of the Terms, such provisions, including but not limited to provisions governing warranties and representations and the transfer of rights, title and interest to Universal Robots, shall to this extent remain in effect and be fully enforceable also after the termination or expiration of the Terms for whatever reason.

6. TERM AND TERMINATION

6.1.   The Terms shall enter into force upon your receipt of, or you accessing, the SDK and continue to be in force until terminated in accordance with this Section 6. The Terms shall automatically expire at such time as you are no longer permitted to use the SDK in accordance with Section 1.

6.2.   You may terminate the Terms for convenience at any time by deleting all copies of the SDK in your possession. Universal Robots may terminate the Terms for convenience by providing you with ninety (90) days' notice.

6.3.   Universal Robots may terminate the Terms for cause with immediate effect in case of your material breach of the Terms.

7. EFFECTS OF TERMINATION

7.1.   Upon expiration or termination of the Terms, for whatever reason, you must immediately cease all use of the SDK and delete all copies of the SDK in your possession.

8. GOVERNING LAW AND VENUE

8.1.   The Terms shall be governed by and construed in accordance with the laws of Denmark, without giving effect to conflict of law provisions thereof. The parties expressly disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

8.2.   Any and all disputes arising out of or in connection with the Terms shall be submitted to the International Chamber of Commerce and shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with 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.

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[*] E.g., URsim, SDK base images, SDK documentation, sample program nodes and SDK APIs. Other "Software", as defined in Universal Robots End User Software License Agreement, does not constitute "SDK" under these Terms and your use thereof is, unless otherwise agreed with Universal Robots in writing, governed by Universal Robots' End User Software License Agreement. "Graphical Documentation", as defined in Universal Robots' Terms and Conditions for Use of Graphical Documentation, does not constitute "SDK" under these Terms and your use thereof is, unless otherwise agreed with Universal Robots in writing, governed by Universal Robots' Terms and Conditions for Use of Graphical Documentation.