

GLOBAL TEST AGREEMENT FOR DEVELOPMENT ROBOTS

IMPORTANT NOTE: THE DEVELOPMENT ROBOT (“DR”) IS STILL BEING TESTED AND DEVELOPED BY IROBOT. IROBOT HAS NOT MADE THE DR OR THE DEVELOPMENT APP GENERALLY AVAILABLE FOR PURCHASE BY ITS CUSTOMERS, AND UNLESS YOU ARE PART OF A DEVELOPMENT/USER TEST, AN IROBOT EMPLOYEE AND/OR AGENT WORKING ON IROBOT’S BEHALF, YOUR USE OF THE DR AND/OR THE APP IS UNAUTHORIZED. IF YOU HAVE A PRODUCTION VERSION OF ANY IROBOT PRODUCT, THE APPLICABLE AGREEMENT AVAILABLE AT WWW.IROBOT.COM WILL CONTINUE TO GOVERN YOUR USE OF SUCH PRODUCT.

This Agreement, and the Terms and Conditions that follow, are made by and between you and iRobot Corporation, its partners, and/or its affiliates (as applicable, “we” or “us”) and are effective as of the date you accept them (whether via an online click-through, as a signed agreement, or by using a DR) (the “Effective Date”). We may make changes to this Agreement and by continuing to access or use the DR after any update to this Agreement, you agree to be bound by any revised terms:

1. **Confidentiality:** I will not discuss any information about the Research (defined as taking and/or testing DRs outside of an iRobot corporate office), including all concepts and ideas discussed, with anyone else outside of iRobot (as defined herein), as all information shared with me in any manner is confidential. I will not take or post pictures or videos of the Research, other than at iRobot’s request. I am responsible for any unauthorized postings taken of the Research by members of my household, including visitors and roommates. I represent that neither myself nor a member of my household is a member of the press, or an employee or representative of any competitor of iRobot.
2. **Use of Research Information:** The information I provide, such as text, video, images, or audio both from myself and the DR (“Research Data”) may be used by iRobot to analyze statistics and usage data, diagnose technology problems, enhance product performance, product and feature innovation, market research, trade presentations, and internal training, including machine learning and object detection. I grant to iRobot irrevocable permission, except where prohibited by applicable law, to use that information in such ways. **I understand that a DR may automatically collect Research Data, including video in my home, and such Research Data may be reviewed and searched by iRobot upon completion of the Research, or at any other time during the Research process.** I acknowledge Research Data may be shared with third party service providers that carry out work on iRobot’s behalf.

If based outside of the US: I acknowledge that iRobot may process Research Data on servers not in my home country. I consent to the transfer of the Research Data to any geographic location, including those whose laws may not offer the same level of data protection as my home country, and acknowledge the risks this may pose to my rights and freedoms.

3. **Use of DR:** I understand that a DR is not a product-grade unit, must be handled carefully, and may require additional regulatory certifications in the country in which I reside. I will not allow anyone but myself to operate the DR, and understand the risks associated with having others in my household operate the DR. I will follow all instructions and general precautions about use of the DR as instructed by iRobot. iRobot does not intentionally collect sensitive information, such as Research Data from persons under the age of 13, religious images, health information, and other sensitive information, as defined by applicable law. **If I do not want certain items/people collected by the DR, I will remove them from view while the DR is in operation.**
4. **Intellectual Property:** I agree that Research Data may or may not be used in whole or in part, and I assign to iRobot all ideas, developments, discoveries, works of authorship, designs, software, and/or inventions, whether or not patentable, conceived by me as a result of my participation in the Research, and understand that iRobot may use them in any manner it sees fit.
5. **Data Privacy:** Any information related to an identified/ identifiable individual (“Personal Information” or “PII”) will be collected and processed in accordance with applicable data protection laws. I understand that my PII, including but not limited to: my name, robot ID, home address, persistent map data, photographs, and video images, may be used for research purposes as described herein. iRobot is the controller of such data and will take all reasonable measures to ensure my PII is protected. iRobot agrees that third-party vendors and service providers selected to process PII will be vetted for privacy and data security, will be bound by strict confidentiality, and will be governed by the terms of a Data Processing Agreement (DPA). Any collected PII will be held as long as reasonably necessary, and may be deleted and/or accessed upon written request, subject to all applicable laws. I may be entitled to additional rights under applicable privacy laws where I reside. NOTE: For additional information, please see iRobot’s Global Privacy Policy, incorporated herein.
6. **Assumption of Risk, Release, Limitation of Liability, and Return:** I am aware that interacting with a DR is potentially hazardous and may involve inherent risks, such as: risks associated with connecting the devices to an electrical outlet, lifting the devices, damage to objects in my home, and/or the actions or negligence of any persons involved in the Research. I specifically and expressly assume all such risks and release and hold harmless iRobot from any claim or liability that I may have against iRobot with respect to any personal injury (both to myself and my home). When instructed by iRobot, the completion of the Research, and/or upon termination, I will return the DR in the condition I received it (and such return may be a condition to receipt of any compensation or incentives associated with the Research). iROBOT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO ANY PRODUCTS OR EQUIPMENT USED IN THIS RESEARCH, EXCEPT WHERE PROHIBITED BY LAW.

7. **Governing Law and No Additional Benefits:** This agreement will be governed by the laws of Massachusetts without regards to the conflict of laws principles. The exclusive venue for any dispute relating to this Agreement shall be in the state or federal courts within Massachusetts. As a participant, I will not be covered by any additional medical or other insurance coverage provided by the iRobot or its employees, and I will not be eligible for any Workers Compensation or other equivalent benefits. This document may be translated in different languages, and in the event of a conflict between the terms of the translation and the English version, the English version shall govern.

8. **Termination:** With respect to the DR, the term of this Agreement will begin on the Effective Date and will continue until the end of the testing of such DR, which occurs on the earlier of: (i) the date specified by us in our sole discretion or otherwise agreed to by the parties in writing (unless earlier terminated, after which you will cease all use of the DR), or (ii) the date we, in our sole discretion, make such DR commercially available to the public. Either party may terminate this Agreement by providing the other party advanced written notice thereof. This Agreement may be terminated by either party: (a) with cause immediately upon written notice to the other party, or (b) without cause upon two (2) weeks' prior written notice. Sections 4 and 6 of this Agreement survive any termination or expiration.

I certify that I am at least eighteen (18) years of age. **I voluntarily agree to be a participant and I consent to iRobot processing my PII and Research Data in accordance with this document.** I have received a copy of this agreement and understand that I can withdraw from the Research at any time.