

SCHEDULE 4
TO MANUFACTURING SERVICES AGREEMENT
BETWEEN JABIL AND COMPANY
MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (this “Agreement”), effective as of the date set forth last below, is made by and between the undersigned counter party (the “Counter Party”) and iROBOT CORPORATION (“iROBOT”). In consideration of the mutual agreements and other provisions of this Agreement, the parties hereto agree as follows:

1 Scope of Proprietary Information.

1.1 “Proprietary Information” means, subject to the exceptions set forth in Section 1.2 hereof, any information or data, regardless of whether it is in tangible form, that is disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) and that (a) the Disclosing Party has marked as confidential or proprietary, or (b) the Disclosing Party identifies as confidential or proprietary at the time of disclosure with written confirmation within thirty (30) days of disclosure to the Receiving Party, provided, however, that:

1.1.1 Reports and/or information related to or regarding the Disclosing Party’s business plans, business methodologies, strategies, specifications, development plans, customers, and/or billing records will be deemed Proprietary Information of the Disclosing Party even if not so marked or identified.

1.1.2 Prototypes, mockups, models, designs, project deliverables, and/or depictions thereof, observed within or upon the Disclosing Party’s business premises will be deemed Proprietary Information of the Disclosing Party even if not so marked or identified.

1.2 “Proprietary Information” shall not include any information which: (a) the Receiving Party can show by written record was in its possession prior to disclosure by the Disclosing Party hereunder, provided that the Receiving Party must promptly notify the Disclosing Party of any prior knowledge in the manner provided in Section 5 below; (b) appears in a patent or publication, or which otherwise is or becomes generally known in the trade other than through the Receiving Party’s failure to observe any or all terms and conditions hereof; provided that the foregoing shall not be interpreted to create any express or implied license, or the right to obtain a license, to any patents which may be issued to the Disclosing Party; or (c) subsequent to disclosure to the Receiving Party by the Disclosing Party, is obtained by the Receiving Party from a third person who is lawfully in possession of such information, and who is not in violation of any contractual, legal or fiduciary obligations to the Disclosing Party in making such disclosure to the Receiving Party and does not require the Receiving Party to refrain from disclosing such information to others.

2 Use and Disclosure of Proprietary Information.

2.1 The Receiving Party may only use the Proprietary Information for the purpose of evaluating or operating pursuant to a business relationship or potential business relationship between the Receiving Party and the Disclosing Party (the “Permitted Purpose”). The Receiving Party must keep secret and shall not disclose, publish, divulge, furnish or make accessible to anyone any of the Proprietary Information of the Disclosing Party, other than furnishing such Proprietary Information to the Receiving Party’s employees, agents, representatives, consultants and contractors who are required to have access to such Proprietary Information in connection with the Permitted Purpose during the time that the Receiving Party is permitted to retain such Proprietary Information hereunder; provided that such persons are bound by written agreements respecting the Proprietary Information in the manner set forth in this Agreement.

2.2 The Receiving Party shall not embody any of the Proprietary Information of the Disclosing Party in any of the Receiving Party’s products, processes or services, or duplicate, copy or exploit any of such Proprietary Information in the Receiving Party’s business, or otherwise use any of the Proprietary Information for any purpose other than for the Permitted Purpose.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company’s application requesting confidential treatment under Rule 24b-2 of the Exchange Act — [*] denotes omissions.

2.3 The Receiving Party shall use the equivalent of measures that the Receiving Party uses to protect the Receiving Party's own proprietary information, but in no event less than reasonable care and adequate measures, to protect the security of the Proprietary Information of the Disclosing Party and to ensure that any Proprietary Information of the Disclosing Party is not disclosed or otherwise made available to other persons or used in violation of this Agreement.

2.4 In the event that the Receiving Party is required by law to make any disclosure of any of the Proprietary Information of the Disclosing Party, by subpoena, judicial or administrative order or otherwise, the Receiving Party shall first give written notice of such requirement to the Disclosing Party, and shall permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Proprietary Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection.

3 Certain Rights and Limitations.

3.1 The Receiving Party will provide upon the Disclosing Party's request a certification that access and use is being controlled in accordance with this Agreement.

3.2 The provision of Proprietary Information hereunder shall not transfer any right, title or interest in such information to Receiving Party. Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party's patents, copyrights, trademarks, trade secret information or other proprietary rights.

3.3 All tangible embodiments of the Proprietary Information of the Disclosing Party (e.g., drawings, memoranda and notes) and all copies thereof, whether in hard-copy or machine-readable form and whether supplied by the Disclosing Party or made by or for the Receiving Party (collectively, the "Tangible Embodiments"), shall at all times be and remain the property of the Disclosing Party.

3.4 The Receiving Party shall not reverse-engineer, decompile, or disassemble any software or firmware disclosed or provided to it under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Proprietary Information it obtains from the Disclosing Party.

4 Remedies. Receiving Party acknowledges that a breach by it of any of the terms of this Agreement would cause irreparable harm to the Disclosing Party for which Disclosing Party could not be adequately compensated by money damages. Accordingly, Receiving Party agrees that, in addition to all other remedies available to Disclosing Party in an action at law, in the event of any breach or threatened breach by the Receiving Party of the terms of this Agreement, the Disclosing Party shall, without the necessity of proving actual damages or posting any bond or other security, be entitled to temporary and permanent injunctive relief, including, but not limited to, specific performance of the terms of this Agreement.

5 Notice of Independent Knowledge or Breach. The Receiving Party agrees to notify the Disclosing Party promptly in writing if (a) upon disclosure of Proprietary Information by the Disclosing Party, the Receiving Party has prior knowledge of the same; or (b) subsequent to disclosure of any Proprietary Information by the Disclosing Party, information is disclosed to the Receiving Party in a manner described in Section 1.2 or (c) the Receiving Party becomes aware of any breach of this Agreement with respect to the Proprietary Information of the Disclosing Party in the Receiving Party's possession.

6 Termination.

6.1 **Notice and Effect of Termination.** This Agreement shall remain in effect until it is terminated by either party with thirty (30) days prior written notice. The terms and conditions of this Agreement shall survive any such termination with respect to Proprietary Information that is disclosed prior to the effective date of such termination for a period of [*] from the date of termination.

6.2 **Return of Proprietary Information.** Upon the earlier of (a) the termination of this Agreement, (b) Disclosing Party's written request or (c) such time as the Receiving Party no longer requires the Proprietary Information for the Permitted Purpose, Receiving Party agrees to promptly return to Disclosing Party or destroy all Proprietary Information and any Tangible Embodiments that are in the possession of Receiving Party and to certify the return or destruction of all such Proprietary Information and embodiments.

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act — [*] denotes omissions.

7 Warranty. Disclosing Party warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTY IS MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

8 United States Government Regulations. The parties shall adhere to any applicable U.S. and foreign export control laws and regulations and shall not export or reexport any technical data or products received or the direct product of such technical data except in compliance with the applicable export control laws and regulations of the U.S. and any applicable foreign country.

9 Miscellaneous. This Agreement does not create any joint venture, pooling arrangement, agency or partnership relationship between the parties hereto, nor does it create any obligation or commitment on the part of either party to submit a proposal from or perform any contract or services with the other party. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the parties efforts. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts governing such agreements, without regard to conflicts-of-law principles. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the Commonwealth of Massachusetts, and the parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. This Agreement contains the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings whether written or oral, express or implied. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, such shall not affect any other provision of this Agreement, which shall remain in full force and effect. No amendment or alteration of the terms of this Agreement shall be effective unless made in writing and executed by both parties hereto. A failure or delay in exercising any right in respect to this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right. Any modification or waiver of any provision of this Agreement shall not be effective unless made in writing. Any such waiver shall be effective only in the specific instance and for the purpose given.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below by their duly authorized signatories.

JABIL, INC.

By: /s/ Arthur W. Hook (Counter Party)
Name: Arthur W. Hook
Title: Director of Sales
Date: June 23rd, 2009

IROBOT CORPORATION

By: /s/ Oscar Zamorano
Name: Oscar Zamorano
Title VP Operations & Supply Chain
Date June 23rd, 2009

Address for notices to Counter Party:

Jabil, Inc.
Attn: Legal Dept.
10560 Rev. Martin Luther King Jr. Street North
St. Petersburg, FL 33716

Address for notices to iROBOT CORPORATION:

iRobot Corporation
Attn: Legal Department
8 Crosby Drive
Bedford. MA 01730

Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act — [*] denotes omissions.
