

WATS END USER LICENSE AGREEMENT

Effective as of: June 15, 2026

This End User License Agreement (the "EULA") is entered into by and between The WATS Company AS, Grønland 1, 3045 Drammen, Norway ("WATS"), and the User, and takes effect on the Effective Date.

By installing, downloading, accessing or using the Software or Services, the User accepts this EULA. If the User does not accept this EULA, the Services must not be installed, downloaded, accessed or used.

1. Definitions

Customer	the entity for which this Agreement is entered into on behalf of, as well as the entity's Affiliates were applicable.
Customer Data	means all data transmitted to or stored within the Service by or for the Customer.
Documentation	WATS's user guides, technical requirements, support articles, API documentation, release notes and other documentation made available by WATS, as updated from time to time.
Effective Date	the date the User accepts this EULA, creates an account for Services, installs any WATS software, or accesses or uses the Services for the first time
Free Trial	temporary access to the Services without fee for evaluation purposes, subject to the MSA and any additional trial terms.
Intellectual Property Rights	any copyrights, adaptation rights, publishing rights, reproduction rights, rights to communicate to the public, public performances, synchronization rights, rights to be named as creator of the work(s), artist names, patents, utility models, circuitry, rights of patent, design patents, designs, trademarks, trade names, service marks, brands slogans, commercial symbols, logos, other designations, inventions, trade secrets, know-how and/or any other industrial and/or intellectual property rights, and applications therefore.
MSA	the WATS Master Subscription Agreement accepted by the Customer
Services	WATS Platform, WATS Client, Documentation, templates, workflows and associated software components such as APIs and Service Endpoints as made available to the Customer and its Users by WATS.
WATS Platform	a solution for collecting, storing, analysing, and visualizing test and production data, made available to the Customer as SaaS (through WATS Cloud / WATS.com) or on-premises.
Subscription	the Customer's subscription to the Services, subject to the MSA

User(s) an employee, consultant, contractor or other authorized representative of the Customer, using or accessing the Services

2. Purpose and relationship with the MSA

This EULA governs the User's installation, access to and use of the Services.

This EULA forms Appendix 5 to the MSA. The MSA outlines the rights and obligations between WATS and the Customer. This EULA forms additional requirements on the User.

Nothing in this EULA grants rights beyond the MSA.

3. Right to use

Subject to the Customer's valid Subscription or other written authorization from WATS, and the User's compliance with this EULA, WATS grants the User a limited, revocable, non-exclusive, non-transferable right to use the Services solely for the Customer's internal business purposes.

The User receives a right of use only. No software, source code, intellectual property or ownership rights are sold, assigned or transferred to the User or the Customer.

4. User obligations and restrictions

The User shall comply with this EULA, the Documentation, applicable law, export controls, sanctions and WATS's reasonable security and usage instructions at all times.

The User shall keep credentials confidential, use only individual authorized credentials, and not share, transfer or permit others to use the User's access rights.

The User shall not, and shall not assist or permit any third party to:

- copy, modify, adapt, translate or create derivative works of the Services;
- reverse engineer, decompile, disassemble or attempt to derive source code, underlying ideas, algorithms, models, architecture, data models or non-public interfaces;
- license, sublicense, sell, resell, rent, lease, lend, assign, distribute, publish, outsource, make available or otherwise commercially exploit the Services;
- use the Services to provide service bureau, hosting, managed services, outsourcing or third-party processing services;
- use artificial intelligence, machine-learning systems, scraping tools, crawlers, bots or other automated or semi-automated systems to analyze, copy, extract, train on, benchmark, replicate, emulate or generate material based on the Services or any part of it;
- interfere with the integrity, security, performance or availability of the Services;
- circumvent license restrictions, security mechanisms, access controls, quotas or technical limits;
- upload malicious code, unlawful content or data the User or Customer is not entitled to process;

- remove proprietary notices;
- use WATS's names, marks or logos except as permitted by WATS in writing; or
- use the Services in breach of applicable law, sanctions, WATS guidelines or this Agreement.

The Services may not be accessed or used by direct competitors of WATS, or for the purpose of building, training, benchmarking, comparing or improving a competing product or service.

5. Intellectual property and ownership

WATS and its suppliers retain sole and exclusive right, title and interest to the Services and the Intellectual Property Rights embodied therein. No ownership rights are transferred to the User. The User receives only the limited right of use expressly set out in this EULA and subject to the MSA.

WATS shall exclusively own all rights in and to any improvements, modifications, enhancements, corrections, developments, features, functionality, workflows, configurations, reports, templates, documentation, know-how or other materials created by or for WATS that are based on, derived from, inspired by or otherwise result from Feedback, requests, suggestions, requirements, defect reports, comments, ideas or other input from the Customer or its Users.

6. Data protection, AI and security

WATS may process the User's personal data, including name, e-mail, phone number, address and employment information as provided by the Customer or User, and on behalf of the Customer, for the purpose of fulfilling the rights and obligations in the MSA and EULA. WATS and the Customer has entered into a data protection agreement, where Customer is the data controller and WATS is the data processor.

WATS maintains appropriate technical and organizational measures designed to protect the security, confidentiality and integrity of Customer Data and personal data processed by WATS, taking into account the nature of the Services, risk and costs of implementation.

WATS's AI functionality operates entirely within WATS' secure Services environment. The AI analyses the Customer's own test data to detect patterns, correlations, and potential root causes using mathematical and (statistical) methods. The Services may also include an AI chat function. WATS may use data from AI input and output to improve the Services, which may include personal data as provided by Customer or User. Customer Data and personal data is never shared or transferred to other Customers or third parties, except as set out in the data protection agreement.

WATS operates an Information Security Management System (ISMS) certified to ISO/IEC 27001, covering systems, processes, and personnel involved in delivering the Services. This framework ensures confidentiality, integrity, and availability through documented risk management, continuous monitoring, and regular independent audits. All AI-based analysis is conducted within this certified environment and in compliance with Norwegian and EU/EEA privacy laws, including the GDPR and guidance from the Norwegian Data Protection Office.

7. Suspension and termination of access

WATS may suspend or terminate the User's access immediately if WATS reasonably believes that the User's continued access may cause security risk, legal exposure, non-payment risk, use exceeding applicable limits, harm to the Services or any part of it, or breach of this EULA, the MSA or applicable law.

If the Customer's Subscription is terminated for any reason, the User's right to use the Services is immediately terminated.

Upon expiry, termination or loss of authorization, the User must immediately stop using the Services and uninstall or delete local WATS software components where applicable.

Unauthorized installation or use, including but not limited to installation or use without a valid Subscription or Free Trial to the Services, may result in immediate termination of access and may give rise to fees, damages, injunctive relief or other remedies available to WATS under the MSA, this EULA or applicable law.

8. Export control and sanctions

The Services must not be downloaded, installed, accessed, exported, re-exported or used in violation of applicable export-control, sanctions or trade-compliance laws or regulations of Norway, the European Union, the United States of America or any other applicable jurisdiction.

9. Disclaimer and warranties

The User warrants that the Customer Data, feedback, instructions, integrations and its use of the Services will not infringe third-party rights, violate law, introduce malicious code or breach this EULA.

The Services is provided "as is" and "as available". WATS disclaims all warranties, representations and conditions, express, implied, statutory or otherwise, including fitness for a particular purpose, non-infringement, accuracy, uninterrupted or error-free operation, compatibility, availability, security against all possible threats, and that outputs will be complete, accurate or suitable for the User's purposes.

The Services are made available to the User with the functionality that WATS in its sole discretion chooses to make available at any given time.

The User is solely responsible for correct installation, configuration, validating outputs, reports, AI-generated insights, configurations and decisions made using the Services, and compliance with the Customer's internal policies. WATS is not responsible for production, quality-control, manufacturing, regulatory, safety or business decisions based on the Services.

10. Limitation of liability

WATS is not liable towards the User for matters arising from use of- or related to the Services. To the maximum extent permitted by law, WATS shall not be liable towards the User for direct, indirect, incidental or consequential damages, loss of profits, loss of revenue, loss of goodwill, business interruption, production stoppage, cost of substitute services, loss or corruption of data or third-party claims.

A User cannot raise any claims against WATS. Claims, if any, must be brought by the Customer, as limited by the MSA.

WATS's total aggregate liability arising out of or related to this EULA and the MSA, shall not exceed the fees actually paid by the Customer for the affected Services during the twelve (12) months immediately preceding the first event giving rise to liability. For Free Trials and free/basic plans, WATS's aggregate liability is limited to NOK 1,000.

11. Force majeure

WATS is not liable for delay or failure to perform caused by circumstances beyond WATS's reasonable control, including natural disasters, war, terrorism, civil unrest, strikes, labor disputes, pandemics, epidemics, power or communication failures, Internet or hosting failures, denial-of-service attacks, cyber-attacks, supply-chain failures, acts or omissions of authorities, changes in law, sanctions, or failures of third-party providers. WATS's obligations are suspended for the duration of the event and until performance becomes reasonably possible.

12. Governing law and venue

This EULA is governed by Norwegian law, without regard to conflict-of-law rules. Oslo District Court (Oslo tingrett) has exclusive jurisdiction for disputes arising out of or relating to this EULA, unless mandatory law requires another venue.

This EULA is drafted in English. Translations are for convenience only, and the English version prevails in case of inconsistency.

By installing, downloading, accessing or using the Services, the User confirms acceptance of this EULA.