

WATS MASTER SUBSCRIPTION AGREEMENT

Effective as of June 15, 2026

This MASTER SUBSCRIPTION AGREEMENT, dated as of the Effective Date (as defined below) is entered into by and between The WATS Company AS, a limited liability company organized and existing under Norwegian law with its principal address at Grønland 1, 3045 Drammen, Norway (“WATS”), and the customer accepting these terms (“Customer”), each a “Party” and together the “Parties”.

This Agreement governs the Customer's access to and use of WATS Services.

By accepting this Agreement, creating an account for WATS Services, installing any WATS software, or accessing or using the Services, the Customer agrees to be bound by this Agreement. The individual accepting on behalf of a legal entity represents that such individual has authority to bind that entity and its Affiliates where applicable. If such authority does not exist, the Services shall not be accessed or used.

1 Definitions

Account	the Customer account in the Services, (which may be tenant, environment, installation or instance depending on the subscription type)
Account Owner	an individual authorized by the Customer to act as main contact for important communication and operational tasks.
Affiliate(s)	an entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where control means ownership or control of more than 50% of the voting interests.
Agreement	this agreement including the appendixes.
AI Functionality	any WATS functionality using statistical, mathematical, machine-learning or artificial-intelligence methods to analyze Customer Data, generate insights or provide recommendations.
ATE/Test Station	automated, semi-automated or manual test equipment, or a computer, that executes testing on a unit.
Basic Plan(s)	a Plan where the Services are made available for free, but with highly limited functionality, features and quota.
Browser	the web application or other user interface used to access the Services.

Confidential Information	non-public information disclosed by one Party to the other that is marked confidential or should reasonably be understood to be confidential, including Customer Data, business information, technical information, security information, pricing, product roadmaps, software, the Services and Documentation.
Customer(s)	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.
Data Rollover	unused Quota carried forward to the next month, where available, limited to one month's Quota.
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 Customer accepts this Agreement, creates an account for Services, installs any WATS software, accesses or uses the Services for the first time, or receives this Agreement as an updated agreement
Feedback	ideas, suggestions, requests, recommendations, comments, improvements, corrections, know-how, requirements, test cases, configurations, specifications or other input provided by or on behalf of the Customer relating to the Services, the Services or WATS's business.
Free Trial(s)	temporary access to the Services without fee for evaluation purposes, subject to this Agreement 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.
Overconsumption	processed data, storage, exports, usage or consumption exceeding the Quota and any applicable Data Rollover or other limits of the Customer's subscription.

Plan(s)	the Customer's subscription tier, selected features, modules, Quota, Subscription Term and other purchased entitlements accepted by WATS.
Quota	the included prepaid size or amount of Processed Data or other usage entitlement under the Customer's subscription.
Services	WATS Platform, WATS Data Clients, WATS mobile apps, Documentation, templates, workflows and associated software components such as APIs and Service Endpoints as made available to the Customer and its Users by WATS.
Service Endpoint	the designated URL or equivalent interface used for communication with the Services.
Service Hours	Monday to Friday 08:00 to 16:00 CET/CEST, excluding Norwegian public holidays.
Size of Processed Data	the megabyte size of WRML (Internal WATS format) data transmitted to the Services.
Subscription Term	the initial or renewal subscription period as specified in the Plan.
User(s)	an individual authorized by the Customer to access or use the Services through unique credentials.
Shared User(s)	An anonymous individual authorized by the Customer to access or use the Services through shared credentials
User Levels	the various access rights of a User (Roles).
WATS Data Client(s)	software installed on an ATE/Test Station that communicates data with the Services, e.g. WATS Client and WATS python client.
WATS Innovation Support Program	a program where selected startups that develops and sells standardized electronics products can apply to participate, and where the Services are made available to the participants at reduced fees for a limited period
WATS Platform	a solution for collecting, storing, analyzing, and visualizing test and production data, made available to the Customer as SaaS (through WATS Cloud / WATS.com) or on-premises.

2 Scope and subscription structure

- 2.1 The Agreement covers all subscription models provided by WATS. Where the WATS Platform is made available to the Customer as SaaS, WATS will make the SaaS Services available through WATS's approved cloud infrastructure providers and Service Endpoints.

- 2.2 Specific terms related to the on-premises subscription are set out in Appendix 1. The Legacy model is discontinued, but Customers who accessed the Services before 1 June 2020 and who remain on the legacy model, will continue with this model. Specific terms related to the legacy subscription are set out in Appendix 2.

3 Right of use and restrictions

- 3.1 Subject to timely payment and compliance with this Agreement, WATS grants the Customer a limited, revocable, non-exclusive, non-transferable right during the Subscription Term to access and use the Services solely for the Customer's internal business purposes and within the Plan, Quota, User limits and Documentation. The Customer receives a subscription right, not a purchase of software or transfer of ownership. WATS grants no other rights than those explicitly set forth in this Agreement.
- 3.2 Access is limited to the number of Users as permitted by the Plan. Each User must use individual credentials and may maintain only one active session at a time, unless otherwise expressly stated by WATS. Shared Users are permitted on the Enterprise Plan.
- 3.3 The Customer must provide accurate contact information, including e-mail address, for all registered Users. WATS may deactivate User accounts with incomplete or false information. Users must allow essential cookies for secure login and session control.
- 3.4 The Customer shall not use the Services to process data for third parties, operate a service bureau, provide managed services, or make the Services available to any third party without WATS's prior written consent.
- 3.5 The Customer shall not, and shall not 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.
- 3.6 The Services shall 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.
- 3.7 The Services shall not be used by any company that are sanctioned under export controls laws, export regulation, or service restrictions. The Customer hereby warrants that it is not restricted by any such laws or regulations, and that it shall not assist any such company in using the Services.
- 3.8 WATS may suspend access immediately, in whole or in part, if WATS reasonably believes that continued access may cause security risk, legal exposure, non-payment risk, use exceeding the Quota and Data Rollover, harm to the Services or breach of this Agreement. WATS will use reasonable efforts to notify the Customer unless doing so would increase risk. Suspension does not relieve payment obligations.

4 Customer responsibilities and obligations

- 4.1 The Customer is responsible for all activity under its Account, Users and integrations. The Customer shall ensure that Users use unique credentials, keep credentials confidential, and comply with this Agreement.
- 4.2 The Customer shall ensure that all Users accept the EULA attached in Appendix 4 before access is granted.
- 4.3 The Customer shall ensure that the Customer's contact information is always updated, and that a current employee of the Customer is appointed as Account Owner at all times.
- 4.4 The Customer is solely responsible for Customer Data, test stations, networks, hardware, Internet connectivity, Browsers, operating systems, third-party software, integrations, configurations, security settings, and the accuracy, legality and suitability of input and output.
- 4.5 WATS will maintain backup and retention practices for the SaaS Services on a once-a-year basis consistent with its standard operational practices. The Customer acknowledges inherent Internet transmission risks beyond WATS's control. Backups are for disaster recovery and operational restoration, not individual Customer restoration. The Customer remains responsible for exporting and retaining data required for its own legal, regulatory or business purposes.
- 4.6 A high-speed Internet connection is required. The Customer is responsible for maintaining network connections and Browser supporting secure protocols.
- 4.7 The Customer warrants that it has all rights, permissions and legal bases required for WATS and its subcontractors to host, process, transmit and support Customer Data as contemplated by this Agreement.

- 4.8 User access rights, authentication, authorization and administration are managed by the Customer. WATS is not responsible for unauthorized access caused by Customer's access management or security practices.
- 4.9 See additional responsibilities and obligations in relation to on-premises and legacy subscriptions in Appendix 1 and 2.

5 Free Trials and Basic Plans

- 5.1 If WATS makes a Free Trial or free/basic Plan available, WATS may modify, limit, suspend or terminate it at any time. Unless otherwise agreed, each Customer is entitled to one Free Trial, and the Free Trial will last for maximum 30 days or longer if WATS permits. The Free Trial ends automatically on the commencement of a paid subscription.
- 5.2 Use of the Free Trial or Basic Plan is restricted to applications directly involving the collection and analysis of test data from electronics manufacturing. WATS may suspend or delete any account that does not meet these criteria or where valid Customer information is not provided.
- 5.3 Accounts without user activity for 90 days may be deleted after notice to the registered User.
- 5.4 Free Trials and Basic Plans are provided "as is", without warranty, support, indemnity, data-retention commitment or liability to the maximum extent permitted by law. Data may be permanently lost unless the Customer purchases a paid subscription before the Free Trial ends. If the Customer after the Free Trial subscribes to a Plan with fewer features, settings and customizations that are unsupported will be lost.
- 5.5 Free Trial/Basic Plan may be limited to 50 MB processed data per month and total storage of 2000 MB, or such other limits as WATS publishes in Documentation. Uploads exceeding limits may be rejected or deleted, and persistent overuse may result in suspension. If thresholds are exceeded, oldest data records may be permanently deleted.

6 WATS Data Client and integrations

- 6.1 The WATS Data Client may be installed on ATE/Test Stations as permitted by the Plan and/or Documentation. The WATS Data Client communicates with the designated Service Endpoint. Integration options, hardware and software requirements are set out in the Documentation. Connection details are provided upon registration.
- 6.2 The Customer is responsible for validating integrations and ensuring that data transmissions are lawful, secure and accurate.
- 6.3 The WATS Data Client is downloaded and installed locally on the Customer's ATE/Test Stations. The Customer hosts and manages their own environment at their own responsibility. WATS assumes no operational responsibility.

- 6.4 The WATS Data Clients are provided free of charge unless otherwise stated, and subscription fees are based exclusively on the volume of data processed and transferred to the Services, regardless of the number of WATS Data Clients deployed.
- 6.5 Special terms apply in relation to the legacy subscription model, see Appendix 2.

7 Intellectual property and ownership

- 7.1 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 Customer. The Customer receives only the limited right of use expressly set out in this Agreement.
- 7.2 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.

8 Confidentiality

- 8.1 The receiving Party shall protect Confidential Information using at least reasonable care, use it only for purposes of this Agreement, and disclose it only to personnel, Affiliates, advisers and subcontractors with a need to know and confidentiality obligations at least as protective as this Agreement.
- 8.2 Confidential Information does not include information that is or becomes public without breach, was lawfully known before disclosure, is received from a third party without breach, or is independently developed without use of the disclosing Party's Confidential Information.
- 8.3 The receiving Party may disclose Confidential Information if required by law or authority, provided it gives prior notice where legally permitted and reasonably cooperates with protective measures.
- 8.4 Confidentiality obligations continue for ten years after termination. Trade secrets and highly sensitive technical, security and product information remain protected for as long as they qualify as trade secrets or remain non-public.

9 Data protection, AI and security

- 9.1 Where WATS processes personal data on behalf of the Customer, the Customer is controller and WATS is processor unless otherwise stated in a DPA. The Parties shall enter into or be bound by WATS' applicable DPA, as attached in Appendix 3.

- 9.2 WATS will maintain appropriate technical and organizational measures designed to protect the security, confidentiality and integrity of Customer Data processed by WATS, taking into account the nature of the Services, risk and costs of implementation. Details may be set out in WATS's data protection agreement.
- 9.3 The Customer authorizes WATS and its authorized partners to access Customer Data, systems or environments solely to provide, secure, maintain, troubleshoot, support or improve the Services, enforce this Agreement, or comply with law. WATS will not disclose Customer Data except as permitted by this Agreement or as required by law.
- 9.4 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. Customer Data is never shared or transferred to other Customers or third parties.
- 9.5 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.

10 Support, maintenance and service changes

- 10.1 WATS will provide support in relation to the Services via the WATS Support Centre and through FAQ, knowledge base or other channels made available by WATS. Support consists of WATS's reasonable efforts to investigate and address Services-related issues based on information provided by the Customer.
- 10.2 Customers and Users in the WATS Innovation Support Program, on Free Trials and/or on Basic Plan have access to self-help materials only (FAQ, knowledge base, and community forum).
- 10.3 The Customer shall appoint a support contact, who will act as the Customer's primary liaison with WATS, provide timely information, reproduce issues where reasonably requested, and grant WATS or its authorized partner access to Services, Customer data or other access required to investigate incidents. The Customer shall use the most recent supported versions of the Services and relate software when requested. If these requirements are not met, WATS may charge assistance at its applicable consulting rates.
- 10.4 Support excludes administration or configuration on the Customer's behalf, training, consultancy, custom development, data remediation, third-party products including, but not limited to, NI TestStand, NI LabVIEW, or MS Visual Studio, Customer hardware, Customer networks, Internet connections, and issues caused by unsupported versions, modifications, integrations or misuse.

- 10.5 WATS may modify, improve, discontinue or replace features, interfaces, hosting providers, APIs, infrastructure and Documentation from time to time without notice, provided changes do not materially reduce the core functionality of the Services during the then-current Subscription Term. WATS will notify the Customer in advance of significant updates where reasonably practical, but may make changes without notice where needed for security, legal compliance, performance or operational reasons.
- 10.6 An error exists only if the Customer is unable to access the Service or the Services has materially reduced functionality caused by circumstances for which WATS is responsible, and does not include issues caused by external networks, equipment, third-party software, or circumstances outside WATS's control. WATS's sole obligation for errors is to use commercially reasonable efforts to correct, avoid or provide a workaround within a reasonable time. WATS is liable only for errors it has acknowledged and does not warrant that all errors can or will be corrected.
- 10.7 When an error occurs, the Customer must notify WATS via the WATS Support Centre, providing a description of the issue and the surrounding circumstances. Upon request, the Customer must provide reasonable assistance to reproduce or identify the incident.

11 Prices, payment and commercial terms

- 11.1 Actual prices, Plan, Quota, Subscription Term, invoicing frequency and commercial discounts are stated in the quote, price list or Account page, as stated by WATS. This Agreement sets out payment mechanics only.
- 11.2 Unless otherwise stated, subscription fees are based on the selected Plan, and are to be paid before the commencement of the Subscription Term. Subscription fees are non-cancellable and non-refundable. Other fees, including support outside scope, data conversion, and Overconsumption, is invoiced monthly after performance or unless otherwise, and at WATS's then-current rates as stated in the price list.
- 11.3 The Customer is responsible for monitoring usage and adjusting Quota to avoid Overconsumption. WATS may require the Customer to upgrade to a suitable Plan or Quota. WATS's usage records are binding unless it can be documented by the Customer that these are clearly erroneous.
- 11.4 Data exported or generated in Sandbox environments counts toward the monthly Quota of the main Account unless otherwise agreed in writing. Other data exported from the WATS environment, whether manually or through automated integrations, also counts toward the Size of Processed Data.
- 11.5 Fees exclude VAT, sales taxes, withholding taxes, duties, bank charges and similar amounts. The Customer shall pay all such amounts.
- 11.6 Overdue amounts may accrue interest under applicable Norwegian late-payment rules or the maximum amount permitted by law, whichever is lower, and WATS may recover reasonable collection costs. WATS may suspend or terminate the Services for non-payment in accordance with this Agreement.

- 11.7 WATS may change prices and price models with three (3) months' prior notice, effective from the next Subscription Term. Changes required by law, third-party costs, currency fluctuation, taxes or usage may be passed through sooner where reasonable.
- 11.8 The Customer is responsible for providing and maintaining accurate invoicing and contact information, including purchase order or frame order references where applicable. The Customer's failure to issue a purchase order or frame order reference does not relieve the Customer of payment obligations or prevent WATS from invoicing in accordance with this Agreement, the Plan or Quota. Failure to provide accurate invoice information may delay billing and may result in suspension or termination. WATS is not liable for delay, cost, or loss resulting from such failure.
- 11.9 Special terms in relation to subscription fees apply in relation to the legacy subscription model, see Appendix 2.

12 Subscription changes

- 12.1 The Customer may request upgrades, additional Quota, additional features or other expansions at any time by submitting an order to sales@wats.com. Orders must be placed by an authorized account representative. Upgrades are effective only when accepted by WATS and are invoiced from WATS's confirmation date through the end of the then-current Subscription Term, unless otherwise stated by WATS in writing.
- 12.2 Reductions, downgrades or cancellation of features take effect only at the end of the then-current Subscription Term if the Customer gives written notice within the applicable notice period, in accordance with section 18 «Term, renewal and termination» below. If notice is late, the reduction takes effect at the end of the following Term. Reductions are not effective until confirmed by WATS where operational changes are required. When downgrading, the Customer must remove any Users exceeding the limits of the new Plan.
- 12.3 Mid-term reductions, unused Quota, unused features, non-use, suspension or termination for cause do not entitle the Customer to credits or refunds.
- 12.4 Special terms may apply in relation to the legacy subscription model, see Appendix 2.

13 Data Rollover

- 13.1 Where included in the Plan, Data Rollover is limited to one additional month's Quota and is available only for the subscription types specified by WATS.
- 13.2 Data Rollover has no cash value, is non-refundable and expires if the subscription is terminated, suspended, downgraded or not renewed.
- 13.3 Data Rollover is available only on annual prepaid Plans, and subject to the specific Plan.

14 Warranties and disclaimers

- 14.1 Each Party warrants that it has authority to enter into this Agreement.

- 14.2 The Customer warrants that 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 Agreement.
- 14.3 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 Customer's purposes.
- 14.4 The Services are made available to the Customer with the functionality that WATS in its sole discretion chooses to make available at any given time.
- 14.5 The Customer is solely responsible for validating outputs, reports, AI-generated insights, configurations and decisions made using the Services. WATS is not responsible for production, quality-control, manufacturing, regulatory, safety or business decisions based on the Services.

15 Indemnities

- 15.1 Subject to this Agreement, WATS will indemnify the Customer against third-party claims alleging that the Services, when used as permitted by the Agreement and Documentation and without modification, infringes a patent, copyright or trademark, or misappropriates a trade secret, and will pay damages finally awarded by a court or settlement approved by WATS.
- 15.2 WATS's obligation applies only if the Customer promptly notifies WATS in writing, gives WATS sole control of the defence and settlement, and provides reasonable assistance. WATS may settle without Customer consent if the settlement imposes no admission of fault on the Customer.
- 15.3 If the Services become subject to an infringement claim as described in section 15.1, WATS may procure continued use, modify or replace the Services, or terminate the affected Services and refund prepaid fees for the unused portion of the affected Subscription Term.
- 15.4 WATS has no obligation for claims arising from Customer Data, Feedback, specifications, requirements, instructions, third-party products, combinations not provided by WATS, modifications not made by WATS, unsupported versions, use contrary to the Agreement, Documentation or law, continued use after WATS provides a workaround or has informed the Customer to cease use. The indemnity does not apply to Customers on Free Trials/ Basic Plans.
- 15.5 The Customer shall defend, indemnify and hold WATS, its Affiliates, subcontractors, officers and personnel harmless from claims, losses, liabilities, fines, penalties, damages, costs and expenses, including reasonable legal fees, arising out of or related to Customer Data, Customer systems, third-party processing, breach of this Agreement, breach of law, or disputes between the Customer and its Users or third parties.

- 15.6 This Section 15 states WATS's entire liability and the Customer's exclusive remedy for infringement claims.

16 Limitation of liability

- 16.1 WATS is not liable for matters arising from Customer Data, Customer systems, Customer security settings, networks, Internet connectivity, third-party products, unauthorized access through Customer credentials, on-premises infrastructure, unsupported versions, modifications not made by WATS, or use outside what is permitted by this Agreement.
- 16.2 To the maximum extent permitted by law, WATS shall not be liable towards the Customer or its Affiliates for 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.
- 16.3 WATS's total aggregate liability arising out of or related to this Agreement, including without limitation the indemnities provided in section 15, 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 Basic Plans, WATS's aggregate liability is limited to NOK 1,000.
- 16.4 Claims by the Customer must be brought within twelve months after the event giving rise to the claim, unless mandatory law requires a longer period.

17 Force majeure

- 17.1 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.
- 17.2 The Customer shall not be entitled to compensation or damages arising from such delays or non-performance, provided that WATS uses reasonable efforts to mitigate the impact and resume performance as soon as practicable.

18 Term, renewal and termination

- 18.1 This Agreement starts upon the Effective Date and continues until all subscriptions have expired or been terminated. Each subscription runs for the Subscription Term stated in the Account or Plan.

- 18.2 Subscriptions renew automatically for successive periods equal to the expiring Subscription Term unless either Party gives written notice at least 60 days before the end of an annual, biannual or quarterly Subscription Term, or at least fourteen (14) days before the next monthly period for monthly subscriptions. If notice is not given in time, the Agreement renews automatically for a new Term of equal length.
- 18.3 If the Customer uses the Services only for a Free Trial and does not subscribe before the Free Trial ends, this Agreement terminates automatically at the end of the Free Trial.
- 18.4 WATS may terminate this Agreement or any Services immediately if the Customer fails to pay and remains in default thirty (30) days after notice, or materially breaches this Agreement and fails to cure within 30 days after notice, breaches Sections 3, 4, 6, 7 or 8, infringes WATS Intellectual Property Rights, becomes insolvent or enters administration, ceases business, provides false information, uses stolen payment methods, engages in unlawful or fraudulent activity, or creates security or legal risk.
- 18.5 Upon termination or expiry, the Customer's access ends, the Customer shall stop using the Services and uninstall WATS Data Client and server components where applicable, and all outstanding fees become due. Termination does not eliminate payment obligations.
- 18.6 Sections intended by nature to survive will survive, including but not limited to payment, restrictions, IP, Feedback, confidentiality, data retrieval and deletion, disclaimers, indemnities, liability limits, governing law and dispute resolution.

19 Data retrieval, retention and deletion

- 19.1 For SaaS subscriptions, the Customer (excluding Customers on Free Trial, on Basic Plan or in the WATS Innovation Support Program) may request export of Customer Data by written notice at least ten working days before termination. WATS will use reasonable efforts to make available a copy in a suitable format within 30 days after termination (retrieval period), subject to payment of all outstanding fees and any applicable export or conversion charges.
- 19.2 At the Customer's request, WATS may assist with data conversion to another format, billed at WATS's standard rates.
- 19.3 After expiry of the retrieval period, or earlier where required for security or legal reasons, WATS may delete Customer Data in accordance with its retention practices, unless retention is required by law. For Free Trials and free/basic plans, WATS may delete data at any time after expiry or suspension.
- 19.4 WATS may withhold access to Customer Data in case of non-payment, material breach, security risk or legal restriction until the matter is cured or resolved.
- 19.5 For on-premises Customers, see Appendix 1. For Customers on the Legacy subscription model, see Appendix 2.

20 Assignment, subcontractors and hosting partners

- 20.1 WATS may assign, transfer or subcontract this Agreement, in whole or in part, to an Affiliate, successor, purchaser of assets or business, hosting provider, subcontractor or partner.
- 20.2 The Customer may not assign, transfer or subcontract this Agreement without WATS's prior written consent. WATS may condition consent on credit approval, payment of outstanding amounts and the assignee's written acceptance of this Agreement.
- 20.3 This Agreement is binding on the Parties and their permitted successors or assignees.

21 References, communications and notices

- 21.1 WATS may identify the Customer as a WATS customer in sales materials, presentations and customer lists, using the Customer's name and logo in a factual and non-misleading manner, unless the Customer objects in writing within five (5) working days of WATS' informing that Customer of such plans.
- 21.2 WATS shall allow the Customer to review draft materials referencing the Customer to verify factual correctness prior to release.
- 21.3 WATS may send operational, billing, security and service notices to account administrators and Users, including where marketing communications are opted out.
- 21.4 Notices may be given by email, Account notification, support portal, registered mail or other reasonable written methods. Notices to WATS must be sent to legal@wats.com or another address designated by WATS.

22 Modifications and entire agreement

- 22.1 WATS may amend this Agreement with two (2) months' prior notice, effective from the next Subscription Term. Continued use after the effective date constitutes acceptance. If the Customer objects, its sole remedy is to terminate the affected subscription before the change takes effect and in accordance with section 18 "Term, renewal and termination".
- 22.2 Amendments will be communicated to Customer by email or made available through WATS's websites or support pages.
- 22.3 WATS may update Documentation, support processes, technical requirements, security practices, APIs and operational policies from time to time. The Customer shall comply with the then-current Documentation.
- 22.4 This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes prior agreements, proposals, negotiations and communications. No Customer terms apply unless expressly accepted in a signed writing by WATS.
- 22.5 Where WATS agrees to review or implement Customer-specific contractual amendments, the Customer shall compensate WATS for the administrative and legal costs incurred in preparing, negotiating, or executing such amendments.

- 22.6 If any provision is invalid or unenforceable, the remaining provisions remain in force and the invalid provision shall be replaced by a valid provision that most closely reflects the original commercial intent.
- 22.7 Failure to enforce a right is not a waiver. A waiver must be in writing and applies only to the specific instance.

23 Governing law and disputes

- 23.1 Norwegian law governs this Agreement, without regard to conflict-of-law rules.
- 23.2 Before initiating court proceedings, the Parties shall attempt in good faith to resolve disputes through senior representatives within 30 days after written notice, unless urgent injunctive relief is required.
- 23.3 Oslo District Court (Oslo tingrett) has exclusive jurisdiction for disputes arising out of or relating to this Agreement, unless mandatory law requires another venue.
- 23.4 This Agreement is drafted in English. Translations are for convenience only; the English version prevails in case of inconsistency.

Appendix 1 – On-Premises Subscription Terms

This Schedule applies where the Customer hosts, operates or maintains the Services on its own infrastructure or infrastructure controlled by the Customer.

1 Deployment model

The Customer hosts and operates the on-premises environment at its own risk and responsibility. WATS may provide software, Documentation, license keys, updates and reasonable guidance, but WATS assumes no operational responsibility for on-premises.

2 Customer infrastructure obligations

In addition to the general obligations mentioned in the Agreement, the Customer shall maintain server infrastructure, databases, storage, security controls, monitoring, logging, disaster recovery, patching and data retention in accordance with WATS's technical requirements, Documentation and industry good practice. The Customer is responsible for ensuring sufficient capacity and performance.

3 Installation, updates and supported versions

The on-premises software may be downloaded and installed locally as permitted by WATS. The Customer shall promptly install security patches, updates and supported versions when requested, and at least within one (1) year from the date when these are made available to the Customer. Upon written request by WATS, the Customer shall install updates immediately. WATS may condition support on the Customer using a current supported version and may decline support for modified, unsupported or non-compliant installations.

4 Data retrieval, retention and deletion

For Customers on the on-premises subscription model, the Customer is responsible for data export, retention, deletion, backup and restoration in its own environment unless WATS expressly agrees otherwise in writing.

5 Reporting and audit

The Customer shall provide accurate usage reports, logs and processed-data measurements at least twice a year, and additionally within a timely manner upon request by WATS, to enable billing and compliance verification. WATS may conduct biannual audits of Size of Processed Data, remotely or by reasonable documentation request. Overconsumption is calculated and invoiced biannually unless otherwise stated.

6 Overconsumption calculation and invoicing

For Customers using the WATS Platform on-premises, Overconsumption is calculated and invoiced biannually at the rate in WATS's then-current price list.

7 Security and remote access

Where WATS requires remote access for support, the Customer shall provide secure, timely and appropriate access. The Customer remains responsible for approving access, monitoring its environment and complying with security policies. WATS may refuse remote access methods that WATS reasonably considers insecure or unsuitable.

Appendix 2 - Legacy WATS License Model

Applies to Customers before 1 June 2020 who remain on the legacy model.

1 Subscription fees

For Customers on the Legacy WATS License Model, the subscription fee is based on the total number of Users and WATS Data Clients accessing the Services, multiplied by WATS's current standard rates. Additional Users or WATS Data Clients are charged at prevailing prices when ordered. All subscription fees are prepaid and non-refundable.

2 Invoicing

Invoices cover periods of three (3) or twelve (12) months and are payable in advance. The first period begins when the Agreement takes effect. Added Users or WATS Data Clients during the Subscription Term are invoiced from WATS's order confirmation date through to the end of the current Subscription Term.

Other fees are invoiced after performance.

3 Reductions

Requests for reductions must be notified in writing at least **sixty (60)** days before the end of the current Term. If not, the reduction becomes effective in the next renewal Term. Upon cancelling a WATS Data Client, the related software must be fully uninstalled and removed from the test station.

4 Users

Access is limited to the number of Users and User Levels specified in the Account. "Private Users" may log in from one session only. "Shared Users" may have one concurrent login per session. Additional licenses follow Section 12 of the Agreement.

5 WATS Data Client

Development-only Clients used exclusively for software or equipment development may be installed free of charge. Any ATE/Test Stations transmitting data count as WATS Data Clients. Additional WATS Data Clients must be ordered through the procedure in Clause 12 of the Agreement.

6 Size of Processed Data limits

For Customers on the Legacy WATS License Model, use is limited to 30 GB of storage per year and to 100.000 reports × number of WATS Data Clients per year (e.g., 5 Clients = 500.000 reports). Extra capacity is available for purchase by contacting sales@wats.com

Appendix 3 – Data Protection Agreement

Link to <https://virinco.com/dpa/>

Appendix 4 – End User License Agreement

Link to <https://www.wats.com/eula>