

## **WATS Master Subscription Agreement**

We have updated Our Terms of Use and renamed this document to Master Subscription Agreement. If You are a new Subscriber, then this Agreement will be effective as of June 1st 2020. If You are an existing Subscriber, this Agreement will be effective as of September 1st 2020.

**THIS MASTER SUBSCRIPTION AGREEMENT (this “AGREEMENT”) CONSTITUTE A CONTRACT BETWEEN YOU AND VIRINCO (OWNER OF WATS, WATS.COM, skyWATS.COM) AND GOVERNS YOUR PURCHASE AND USE OF OUR SERVICE. IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICE, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.**

**By accepting this agreement, or by accessing or using Our Service or site, or authorizing a User or WATS client to access or use the Service, You agree to the terms of this agreement.**

If You are entering into this agreement on behalf of a company or other legal entity, You agree that You have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms “You” or “Your” shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept this agreement and may not use the Service.

You **may not** access the Service if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

### **1. DEFINITIONS**

**You** or **Your** means the company or other legal entity for which you are accepting this Agreement.

**Virinco** means Virinco AS, with company address Gråterudveien 20, 3036 Drammen, Norway. Virinco owns the WATS product and hosts the WATS.com and skyWATS.com Service. In this Agreement, Virinco may also be referred to through the use of “We”, “Us” and “Our”.

**WATS** means the product developed by Virinco.

**WATS.com** or **skyWATS.com** means the cloud Service where Virinco offer WATS as a SaaS Solution.

**WATS Client** means the software installed on a computer (ATE/Test Station) and communicate data with Our Service. WATS Client Development license and “development” computers mean ATE/Test Station solely used for software – or test equipment – development and not running (but not limited to) production or laboratory testing.

**ATE/Test Station** means Automatic Test Equipment, or a Computer, that executes automatic, semi-automatic or manual test on a Unit.

**Browser** means the application used at Your computer to view and react with web applications and materials.

**Service(s)** means the products and services that are ordered by You under a free trial or an Order Form and made available by Us online via the customer login link at [customer].skywats.com or [customer].wats.com and/or other web pages designated by Us, including the WATS Client and associated offline components. Service(s) may also be referred to through the use of “Account”.

**Service Endpoint** means a web service URL or similar used for communication between Service and Clients.

**Plan** means the license model You subscribe to.

**User(s)** means individuals who are authorized by You to use the Service, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

**User Level** means the access level You grant (or order) for Your Users. Currently available levels are described at wats.com/pricing

**Size of Processed Data** means the Megabyte size of XML data transmitted to the WATS Service

**Quota** means the included pre-paid Size of Processed Data in your WATS Service subscription plan.

**Overconsumption** means the Size of Processed Data in excess of the included Quota of your WATS Service subscription.

**Data Rollover** means that unused remaining Quota can be carried forward to the next month, with an upper limitation of one month’s Quota size.

**Legacy WATS License Model** means a pricing model prior to June 1<sup>st</sup> 2020 where you are charged based on the number of test stations and the number of Users

added to the Service.

**Standard WATS License Model** means a pricing model as of June 1<sup>st</sup> 2020 where you are charged based on the selected features, and the size of processed data by the Service.

**Free WATS License Model** means WATS accounts that are offered at no license cost to the subscriber, and not part of Legacy or Standard WATS License Model.

## **2. GENERAL CONDITIONS; ACCESS TO AND USE OF THE SERVICE**

The Agreement gives You access and right to use the Service during the Agreement term with such functionality as the Service has at any time.

The Service is installed on a server (or application service) at Virinco's Cloud Solution provider and You get access to the Service via the Internet, by logging in using a username and password. Virinco retains all rights to all elements the Service consists of. You are not awarded any license or any usage right beyond what is expressed or stated in this Agreement. As an integral part of this Agreement, You shall have the right to receive support as defined in clause 6 of this Agreement.

A high-speed Internet connection is required for proper usage of the Service. You are responsible for procuring and maintaining the network connections that connect Your network to the Service, including, but not limited to, Browser software that supports protocols used by our Service, including Secure Socket Layer (SSL) protocol or other protocols accepted by our Service, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, or Users of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Virinco. We assume no responsibility for the reliability or performance of any connections as described in this section.

The WATS Client uses web service or similar and requires access to Your Service Endpoint at Our Service. The Service Endpoint address will be provided to You after registration. There are numerous options to interface WATS with Your test software. Please see the Documentation. Refer to the WATS Client documentation for Hardware and Software requirements.

### **2.1 Free Trial**

If You register on our website for a free trial, We will make one or more Services

available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered or are registering to use the Service or (b) the start date of any Purchased Service ordered by You. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

You can only enter a Free Trial once, unless agreed otherwise with Virinco.

ANY DATA YOU ENTER INTO THE SERVICE, AND ANY CUSTOMIZATIONS MADE TO THE SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU ACTIVATE A SUBSCRIPTION TO THE SERVICE. SHOULD YOU CHOOSE TO SUBSCRIBE TO A PLAN WITH LESS FEATURES THAN INCLUDED IN THE TRIAL, CUSTOMIZATIONS AND SETTINGS FOR THESE FEATURES WILL ALSO BE PERMANENTLY LOST. DURING THE FREE TRIAL THE SERVICE ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

### **3. TERM OF THE AGREEMENT**

This Agreement commences on the date You accept it and until terminated by any of the parties according to the provisions in clause 12. If You elect to use the Service for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

### **4. LIMITED USAGE**

You can solely use the Service for Your internal purposes. You are not entitled to perform data processing on behalf of a third party using the Service, unless explicitly approved by Virinco. You commit Yourself to use the Service according to the applicable law and regulations, permissions and requirements in the Agreement and agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as expressly permitted in the Agreement.

You are responsible for the data, materials and the information that You, Users or the WATS Client process with the Service. You, or the Users, shall not attempt to gain unauthorized access to the Service or its related networks or systems. You are at all times responsible to not interfere with or disrupt the integrity or performance of the Service or the data it contains.

In case of breach of these conditions, Virinco is entitled to immediately terminate the Agreement and shut down Your access to the Service with immediate effect.

Such actions from Virinco shall not release You from the obligation to pay for the full running term of Agreement.

#### **4.1 Standard WATS License Model**

The following applies to all customers entering this Agreement after June 1<sup>st</sup> 2020, or existing customers who has opted to migrate to the latest license model.

##### **4.1.1 Users**

The right to access the Service is limited to Users defined – and to a number of available User Levels listed – in the Account page at Your Service. A User will login using private credentials and may only be logged in from one location (Browser session) at the time. The “Shared Operator” User Level login credential can be shared across multiple individual users and can use non-private login credentials. Each Shared Operator User can however only be accessed by one individual user at a time. See WATS product page for information about user levels.

##### **4.1.2 WATS Client**

The WATS Client can be downloaded and installed locally at the ATE/Test Station. The Clients are free of charge, the subscription will be billed according to the amount of data transferred to the Service, independent of how many Clients are being used.

##### **4.1.3 Quota and Size of Processed Data**

You are responsible to monitor the Size of Processed Data and make necessary adjustments to Quota to reduce the cost of Overconsumption.

##### **4.1.4 Data Rollover**

Annual prepaid plans include Data Rollover, while monthly prepaid plans do not include Data Rollover.

#### **4.2 Legacy WATS License Model**

The following terms apply only to customers entering Agreement prior to June 1<sup>st</sup> 2020, that has opted to remain on the Legacy WATS License Model.

#### **4.2.1 Users**

The right to access the Service is limited to Users defined – and to a number of available User Levels listed – in the Account page at Your Service (ordered by You). A “Private User” will login using private credentials and may only be logged in from one location (Browser session) at the time. A “Shared User” will login using shared credentials and may have one concurrent User per session. See WATS product page for information about user levels.

If You need to increase the Agreement to cover additional Users then the usage right for additional Users shall be ordered from Virinco according to the procedure in clause 11.

#### **4.2.2 WATS Client**

The WATS Client can be downloaded and installed locally at the ATE/Test Station. to such number of WATS Clients as specified in the Account page at Your Service or as legally purchased from Virinco. WATS Client Development license installed on to ATE/Test Station computers used for software development purpose only, can be installed free of charge. Any ATE/Test Station logging data to the Service, is counted as a WATS Client, including (but not limited to) ATEs/Test Stations not running the WATS Client locally.

If You need to increase the Agreement to cover additional WATS Clients, then the WATS Clients shall be ordered from Virinco according to the procedure in clause 11.

#### **4.2.3 Service**

The Service can be used limited to 30GB or less of storage per year and limited to 100 K reports or less times number of WATS Client – per year (Example: 5 WATS Clients entitle 500 K reports per year). You can purchase extra storage or report capacity by contacting Us.

#### **4.3 Free or Basic WATS Plan**

Authorized use of the WATS Basic or any other free plans are limited to applications directly involved with collection and analysis of test data from electronics manufacturing. Virinco reserves the right to temporarily suspend or permanently delete any account where such criteria is not met, and where You have failed to provide supporting evidence of criteria during the account registration process, or subsequent dialogue with Us, such as correct company information. Virinco reserves the right to permanently delete any Free or Basic

WATS Account that has not had user activity within the past 90 days, after issuing notifications to the email of registered primary contact.

A company, or individual user, may not register or be a registered user of more than one WATS Free or Basic Account. Should this be violated, Virinco will instruct the company to merge the accounts. Failure to meet this request will result in termination of account and that the contained data is deleted. Abusive usage will result in the termination of Service.

#### **4.3.1 Service**

The Service can be used limited to 50MB or less of processed data per month. (Example: 1000 UUT reports uploaded, at 50kb each). If You upload data in excess of this, the upload may be rejected or deleted. Frequent data consumption above 50MB may cause suspension of Service. The Service is limited to storage of up to 2000 MB in total. If this threshold is exceeded the oldest data records may be permanently deleted.

### **5. ERRORS AND ERROR NOTICES**

There is an error if You do not have access to the Service, or if the Service has reduced functionality and this is caused by circumstances Virinco is responsible for. When an error occurs, You shall notify Virinco by e-mail (support@virinco.com) and provide a description of the error and the circumstances of its occurrence. Virinco will try to correct errors within a reasonable time after You have notified Virinco of the error and Virinco has confirmed that error correction has started. Upon Virinco's request, You shall provide necessary assistance to reproduce/identify the error incident.

### **6. SUPPORT**

You shall have the right to receive email support. Virinco support can be contacted by e-mail (support@virinco.com) or using Virinco's support center including FAQ and knowledgebase (support.virinco.com).

Support includes Virinco's best effort in solving Service problems based on a detailed description of the problem, provided by You. Finding a solution is not guaranteed. Administration or configuration of the Service for You is not included in the Agreement.

Support shall be made available in accordance with the following guidelines:

- You shall nominate a support contact, who will act as Your primary contact point with Virinco.

- You will use Your best effort and most qualified personnel to search the source of the problem and to share detailed information with the support personnel.
- If required by Virinco, You must use the most recent version of the WATS Client and other software related to the Service
- Cases which do not comply with the above-listed conditions will be invoiced at the applicable Virinco's hourly consulting fees.

The Support shall only cover the Service when Service is used in a manner recommended by Virinco, and as such shall not extend to other configurations in respect of operating systems and Browsers and similar. The Support shall also not cover repairs to the content of the databases or issues caused by You. The Support shall also not cover support of anything outside the Service that You subscribe to, including, but not limited to NI TestStand, NI LabVIEW, or MS VisualStudio, or problems that are only associated to Your hardware, internal networks and internet connections, and/or items of peripheral equipment that are entirely independent of the Service.

Virinco reserves the right to recommend a training course or consultancy services if the support takes the form of general training. Virinco similarly reserves the right to send You specifications of possible solutions, which You must attempt to implement in order to solve the current problem.

This Support shall not include any form of consultancy services. You can purchase additional professional services as required.

You agree that Virinco or a Virinco support partner can access Your Service data in order to respond to Your support requests. We will not disclose such data except if compelled by law or permitted by You.

Participants of the WATS Innovation Support Program and Free WATS Plans have access to limited support, through FAQ, knowledge base, and Community Forum (support.virinco.com) only.

## **7. RESPONSIBILITY**

There is a breach of Agreement if the parties do not fulfill the obligations defined in the Agreement.

It shall not be regarded as Virinco breach of Agreement if the Service is unavailable as a result of errors, or has reduced functionality, or You achieve poor response time as a result of the circumstances outside Virinco's control, or as a

result of circumstances related to the Service, given that Virinco's tries to correct the error within reasonable time. Virinco's obligation to try to correct the error only extends to what is reasonable under the circumstances.

Virinco does not give any warranty or promise that the functionality in the Service will cover Your individual requirements, expectations or needs. Virinco gives neither any warranty nor any promise that interruptions or errors will not occur during the operation of the Service. You acknowledge that errors may occur from time to time and waives its right to claim compensation as a result of errors occurring.

Virinco is not responsible for indirect losses, including, but not limited to lost profits of any kind, losses as a result of delayed startup of operation or operational disruption, lost goodwill, deprivation and third party claims. Virinco is only liable for errors in the Service if Virinco does not try to correct errors that Virinco has confirmed that will be tried corrected. No warranty is given that the error may be satisfactory rectified. No liability can be claimed as a result of faults or errors in the Software or the Service.

## **8. LEGAL DEFECTS**

If a third party starts legal action claiming that the Service infringes other's copyright, title or industrial rights in Norway, Virinco shall at its own expense defend Your interest. This should however only apply to the extent You immediately notify Virinco of such claims, that Virinco gets full control of the case and that You co-operates with Virinco in the negotiations and potential court proceedings. Virinco shall in such case cover awarded legal costs and compensation. No other claims than these stated in this clause 8 can be put forward against Virinco as a result of legal defects.

## **9. PERSONAL DATA AND CONFIDENTIALITY**

In order to access the Service, You must provide certain data to Virinco, including correct name, contact data and email address of the Users. In addition, the Users of the Service must allow Virinco to store and retrieve session information through the use of "cookies" which are necessary to enable the login/logout procedures used in the Service and to ensure that unauthorized persons do not gain access to the Service.

Virinco and everyone that on behalf of Virinco receives information about You and Your business, relations and other data, marked as confidential information, are obliged to not expose such information to outsiders without Your consent. This applies accordingly for You. You shall also protect and keep in secrecy all

other information that Virinco provides to You, or information that You become aware of; to the extent that You should have understood that the information is Virinco's confidential information. The obligation to keep confidential information secret shall remain in force after expiry of this Agreement and last for ten (10) years.

If any part of the Agreement entails processing of personal data for which You and/or Your business is/are controller of personal data (as defined in the EU Directive on Protection of Personal Data and relevant national data protection legislation), the provisions of this section shall apply.

Virinco is the processor of such data and undertakes not to process personal data for any other purpose or in any other respect than strictly in accordance with this Agreement. You are aware that Virinco within the scope of this Agreement may disclose personal data to a third party without the Customer's additional written consent.

Virinco undertakes to take appropriate technical and organizational measures to protect the personal data processed. These measures shall achieve a level of security that is appropriate taking into account the existing technical possibilities, the cost of implementing the measures, the special risks that exist when processing the data and the sensitivity of the processed personal data. You shall implement the necessary changes in the aforesaid measures in order for You and Virinco to comply with applicable legislation on personal data as current from time to time.

If Virinco receives an inquiry from an authority or another third party on the existence or content of personal data for which You and/or another company/unit in Your business is controller of personal data, Virinco shall not disclose any data or content but pass on such inquiry to You without delay. New Users must agree to a separate Privacy Policy at first time login in order to get access to the Service.

## **10. PRICES AND PAYMENT**

### **10.1 Standard WATS License Model**

#### **10.1.1 Service Subscription Price**

The Service subscription price is determined by the selected set of features, and the selected Quota. The Service shall be prepaid. Any Size of Processed Data that exceeds Quota, plus any applicable Data Rollover from previous periods, will be used to calculate Overconsumption.

### **10.1.2 Overconsumption charges**

Overconsumption cost shall be calculated and invoiced monthly, at a cost determined by the most recent price list.

### **10.1.3 Invoicing of Service**

You shall be invoiced for added Quota and added features for the period from the order has been confirmed by Virinco and to the end of the running Agreement, after which any such upgrade will be included in the Service subscription to calculate the fee for subsequent Agreement periods.

The Service covered by this Agreement shall be invoiced in advance.

Other amounts shall be invoiced after the relevant Service has been performed and at the agreed prices. Virinco may change the prices for the Service with 3 months prior notice, with effect from the start of the following Agreement term.

## **10.2 Legacy WATS License Model**

### **10.2.1 Subscription Price**

The price is calculated by the total number of User Levels and WATS Clients that access the Service times the current price list. If You order access for additional Users or WATS Clients, cf. clause 11 below, the price per User or WATS Client is then the current Virinco standard price.

### **10.2.2 Invoicing of Service**

You shall be invoiced for added Users and WATS Clients for the period from the order has been confirmed by Virinco and to the end of the running Agreement, after which added Users and WATS Clients will be included in the total number of Users and WATS Clients to calculate the fee for subsequent Agreement periods. The Agreement shall be invoiced in advance. The invoice shall cover a period of 3 or 12 months. The first invoice period shall be calculated from the date the Agreement comes into force.

Other amounts shall be invoiced after the relevant Service has been performed and at the agreed prices. Virinco may change the prices for the Service with 3 months prior notice, with effect from the start of the following Agreement term.

## **11. AMENDMENTS TO THE PLANS, NUMBER OF USERS AND WATS CLIENTS COVERED**

### **11.1 Standard WATS License Model**

#### **11.1.1 Upgrades of subscription coverage**

Customers on the Standard WATS License Model can expand the included Quota for Size of Processed Data, or upgrade feature-plans, at any time. The orders shall be issued via e-mail (sales@virinco.com) or in the Account page at Your Service. The order shall be issued by the person with the authority to commit You, as specified in the registration form or in the Account page at Your Service.

#### **11.1.2 Reduction in subscription coverage**

You can reduce the Size of Quota, or downgrade selected set of features for the Service. Such a reduction covered by this Agreement must be done by e-mail or in the Account page at Your Service, and will have effect from the end of the running Agreement term under the provision that notice of such reduction is sent and received before the end of the running Agreement term. If the reduction notice is not issued in accordance with this provision, the Agreement fee will not be reduced until the end of the subsequent Agreement term. When downgrading, You are responsible to remove from the Service Account Page any user(s) in excess of total amount of what is included in the chosen product plan.

### **11.2 Legacy WATS License Model**

#### **11.2.1 Upgrades of subscription coverage**

You can expand the Agreement to cover additional Users and WATS Clients at any time. The orders shall be issued via e-mail (sales@virinco.com) or in the Account page at Your Service. The order shall be issued by the person with the authority to commit You, as specified in the registration form or in the Account page at Your Service.

#### **11.2.2 Reduction in subscription coverage**

You can reduce the number of User(s) or WATS Client(s) for the Service. The reduction of the number of User(s) or WATS Client(s) covered by this Agreement must be done by e-mail or in the Account page at Your Service, and will have effect from the end of the running Agreement term under the provision that

notice of such reduction is sent and received at least 60 days prior to the end of the running Agreement term. If the reduction notice is not issued in accordance with this provision, the Agreement fee will not be reduced until the subsequent Agreement term in which this provision of 60 days' notice is satisfied.

Upon cancelling a WATS Client, the WATS Client software must be completely uninstalled and removed from Your ATE/Test station.

## **12. TERMINATION OF AGREEMENT**

Each party can terminate the Agreement. The termination of the Agreement must be done in writing or e-mail and will have effect from the end of the running Agreement term. A notice of termination shall be sent to the other party at least 60 days prior to the end of the running Agreement term for annual, bi-annual or quarterly prepaid Service, and the day prior to the next agreement period for monthly prepaid Service. The termination shall not involve any form of refund of the compensation and shall only indicate that the Agreement will not be extended for the next Agreement term.

If the terminate notice is not issued in accordance with the provisions in the first paragraph, the Agreement shall be automatically renewed for a new Agreement term.

If You do not pay amounts when due, or otherwise does not fulfil its obligations pursuant to the Agreement, Virinco shall have the right to terminate the Agreement with immediate effect. Further, Virinco then reserves the right to permanently delete the account and stored data 60 days after the first notification of overdue payments has been issued to Customer, and the invoices are still unpaid.

Virinco reserves the right to terminate the Agreement, and permanently suspend WATS Service and delete associated data in the situation where Our payment gateway provider reports that a stolen credit card has been used for payment, or other fraudulent activities associated with the payment of the Service.

Upon terminating the Agreement, the WATS Client software must be completely uninstalled and removed from all of Your ATEs/Test stations.

## **13. OWNERSHIP AND TRANSFER OF DATA**

All data stored at the Service is owned by You.

You will have an option to retrieve a copy of Your data from the Service and must request such retrieval from Virinco with at least 10 working days prior notice.

Upon the termination of the Agreement, You can upon a written request to Virinco, ask Virinco to provide all data belonging to You which will be made available in an appropriate file for download. Such request shall be issued within 30 days from the termination of the Agreement. After 30 days all data belonging to You will be removed from Virinco's Cloud Solution servers.

Virinco can consent to assist in converting data to another format as specified by You. Virinco will invoice accrued time as a result of such provision and conversion of data according to Virinco prevailing rates for such assistance. Virinco reserves the right to withhold Your data for any breach of this Agreement, including, non-payment.

#### **14. TRANSFER OF RIGHTS**

Virinco can in whole or partly transfer its rights and/or obligations pursuant to this Agreement, as long as this does not substantially hinder the performance of the Agreement. You cannot transfer its rights and obligations pursuant to this Agreement without Virinco's written approval. Such approval cannot be unreasonably rejected. Virinco can in whole or partly let its obligations pursuant to the Agreement be performed by a third party.

#### **15. REFERENCES AND ADVERTISEMENT**

You agree that Virinco in its marketing can refer to You and Your usage of the Service. Note that because this Service is an online software application, it may be necessary to send all Customers important information or notification related to the operation of the Service from time to time. Such notifications include any who otherwise have opted-out from receiving relevant information. Virinco will not at any time provide Your data or personal information to any third party for any purpose other than assisting Virinco in the operation and delivery of the Service.

#### **16. CHANGES IN CONTACT AND INVOICING INFORMATION**

You are responsible for at all time providing Us up to date necessary invoicing information, including but not limited to Purchase Order / Frame Order references. Further, You are responsible for at all times ensure that necessary Frame Order approvals exists for the cost of the Service, plus any reasonably expected additional charges. Failure to do so may cause delays in the invoicing process and consequently result in suspension or termination of Service.

You undertake to provide correct information regarding the User's identities and correct and legitimate e-mail addresses at all times.

## **17. MODIFICATIONS**

Virinco reserves the right to make amendments to the terms and conditions of this Agreement with 2 months prior notice, with effect from the start of the following Agreement term. If amendments are governed in a clause of this Agreement, the stated prior notice applies.

All Customers will be informed of such amendments by email or through the information being made available on Virinco's websites or Customer support pages.

## **18. DISPUTES**

This Agreement shall be governed by Norwegian law and be under the Norwegian courts' exclusive jurisdiction.