

## ATS Digital Terms

These ATS Digital Terms and the applicable Product-Specific Terms and/or Country-Specific Terms, and the Order Form (together, the **"Agreement"**) are entered into between the ATS entity identified on the Order Form (**"ATS"**) and the customer that signed the Order Form (**"Customer"**), and governs Customer's access to and use of various Offerings provided by ATS from time to time identified in one or more ATS Order Forms. This Agreement represents the parties' entire understanding regarding the Offerings and shall govern any over any prior oral or written agreement or discussions or different or additional terms or conditions of any purchase order, invoice or other non-ATS ordering document. No other terms or conditions of any purchase order, invoice or other non-ATS ordering document shall apply to the Offerings, unless agreed in writing by both parties.

### 1. ORDER OF PRECEDENCE AND DEFINITIONS

1.1 **Order of Precedence.** In the event of a conflict between the Order Form, the Country Specific Terms, the Product Specific Terms and these ATS Digital Terms, priority shall be given from highest to lowest in the order they appear in this sentence.

### 1.2 Definitions

**"ATS Content"** means Content created by ATS or its affiliates, or their respective licensors, either solely or jointly with Customer or any other third party and made available by ATS or its affiliates through or within the Services or Software.

**"ATS IP"** means all patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used in the provision or delivery of, any Offering or technical solution underlying any Offering, and any improvement, modification, or derivative work of any of the foregoing.

**"AUP"** means ATS' Acceptable Use Policy attached hereto as Appendix A.

**"Content"** means data, text, audio, video, images, or models.

**"Country Specific Terms"** means additional terms and conditions that apply to the jurisdiction set forth in Section 13.7 for a particular Offering as attached hereto or set forth or referenced in an Order Form.

**"Customer Content"** means Content entered by Customer or any User into the Services or Software and any output generated by Customer or any user through use of such Services or Software based on such Content, excluding any Third Party Content or ATS Content.

**"Documentation"** means the instructions for use, learning materials, technical and functional documentation, and API information made available by ATS with the applicable Offering, in print, online, or embedded as part of a help function, which may be updated by ATS from time to time, including the Proposal describing the Offering.

**"Entitlements"** means, with respect to any Offering, the license and use types, limits, volume, or other measurement or conditions of permitted use for such Offering as set forth in the applicable Order Form and/or Project-Specific Terms, including but not limited to any limits or restrictions on the number and categories of users authorized to use such Offering, permitted geographic areas, available storage space, computing power, or other attributes and metrics, and the applicable service level.

**"Hardware"** means hardware equipment, devices, accessories, and parts delivered by ATS under this Agreement, including firmware incorporated therein.

**"Offering"** means an individual offering, made available by ATS and identified in an Order Form, which consists of Services, Software, Hardware, or Professional Services, or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.

**"Order Form"** means an order form (Order Form), statement of work (SOW), or similar ordering document that (i) incorporates the terms of this Agreement and sets forth the Offering(s) ordered by Customer and any associated fees, and the relevant Subscription Term, if applicable, (ii) has been agreed by Customer by manual or electronic signatures or through an electronic system specified by ATS, and (iii) is accepted by ATS.

**"Professional Services"** means training, consulting, engineering, or other professional services provided by or on behalf of ATS under this Agreement pursuant to an Order Form, excluding Services.

**"Project-Specific Terms"** means additional terms and conditions that apply to a particular Offering as attached hereto or set forth or referenced in an Order Form.

**"Proposal"** means the proposal issued by ATS with respect to the Offering, including, without limitation, the Agreement, and all attachments to such proposal.

**"Services"** means online services and associated cloud-based APIs (application programming interfaces) made available by ATS during the Subscription Term under this Agreement, including but not limited to software-as-a-service, platform-as-a-service, cloud hosting services, and virtual training services, offered alone or in combination with Software. Services exclude Software, Customer Content, and Third Party Content.

**"Software"** means software licensed by ATS under this Agreement either during the Subscription Term or on a perpetual basis as set forth in the Order Form, and made available for download or otherwise delivered to

Customer for installation, including, to the extent included in the Offering, updates, modifications, and all copies thereof, associated software-based APIs, scripts, toolkits, reference or sample code, and similar materials.

“**Subscription Term**” means the time period specified in the Order Form for which a term-based Offering is made available to Customer. If no time period is specified in the Order Form, the Subscription Term shall be for a period of one (1) year. Any renewal constitutes a new Subscription Term.

“**Third Party Content**” means Content, applications, and services owned or controlled by a third party and made available to Customer by the third party through or in connection with Services.

## 2. ORDERS FORMS

- 2.1 **Ordering.** The parties may enter into one or more Order Forms pursuant to this Agreement. Each Order Form is binding on the parties and is governed by the terms of this Agreement.
- 2.2 **Delivery.** Unless otherwise set forth in the Order Form (i) delivery of Services occurs when ATS makes Services available to Customer for access and use, (ii) delivery of Software occurs when ATS makes Software available to Customer via electronic download from a website specified by ATS or the tangible media containing the Software is shipped to the Customer, or the Software is installed at the Customer’s site by ATS, and (iii) for an Offering that is comprised of a combination of Services and Software, delivery occurs when the Software and Services are made available by ATS. All Software will be delivered subject to DAP (Incoterms 2020).
- 2.3 **Payment.** Customer will pay the fees set forth in the applicable Order Form within 30 days after the invoice date unless otherwise agreed in the Order Form. ATS will invoice Customer for the Services and Software in accordance with the terms set out in the Order Form. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable, and all fees are non-refundable.
- 2.4 **Tax.** All amounts ATS invoices are exclusive of taxes, duties, and any other charges (“**Tax**”). Customer will pay or refund ATS for any applicable Tax imposed by any government authority for Customer’s use or receipt of the Offerings. If Customer is exempt from value-added or sales tax, or similar taxes, then it must provide a valid, timely, and executed exemption certificate, direct pay permit, or other such government-approved documentation. If Customer is required by law to deduct or withhold Tax, Customer will increase the amount it pays to ATS so that ATS still receives the amount originally invoiced. Customer will promptly provide all tax receipts confirming it has paid Tax or has withheld Tax.

## 3. USE OF OFFERINGS

- 3.1 **Use Rights.** For Services contained within an Offering, ATS grants Customer a nonexclusive, nontransferable, limited right to access and use such Services for Customer’s internal business purposes during the Subscription Term solely in accordance with the Entitlements and this Agreement. For Software and Documentation contained within an Offering, ATS grants Customer a nonexclusive, nontransferable, non-sublicensable, limited license to use Documentation and install and use Software for Customer’s internal business purposes either during the applicable Subscription Term or as otherwise specified in the Order Form, solely in accordance with the Entitlements and this Agreement.
- 3.2 **Users. If applicable,** the number and categories of users authorized to access an Offering shall be defined in the Product-Specific Terms and/or the Entitlements. Customer will ensure that any access or use of an Offering on Customer’s behalf, at Customer’s invitation, or by invitation of a Customer user, complies with Customer’s obligations under this Agreement. If Customer becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Customer will immediately notify ATS and terminate the relevant user or user account’s access to Offerings. Customer is responsible for any act or failure to act by any user or any person using or accessing the account of a user in connection with this Agreement. Customer acknowledges and agrees that users who submit declarations, notifications, or orders to ATS are acting on Customer’s behalf. If a Customer affiliate or a third-party accesses or uses an Offering, ATS may enforce its rights directly against that affiliate or third party.
- 3.3 **General Use Restrictions.** Except as authorized in this Agreement, Customer will not, and will not permit any person or entity to, (i) resell, transfer, sublicense, publish, loan, or lease any Offering, or use any Offering for the benefit of any third party without the prior written consent of ATS, (ii) modify, alter, tamper with, repair, or create derivative works of any Offering, (iii) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any Offering, (iv) use any Offering in a manner that could subject such Offering to any open source software license that conflicts with this Agreement or that does not otherwise apply to such Offering, (v) use any Offering for the purpose of developing or enhancing any product that is competitive with such Offering, or (vi) remove any proprietary notices or legends contained in or affixed to any Offering. Customer may copy Software or Documentation only as required to support use of the Offering as expressly authorized in this Agreement, and will ensure that any such copy includes all proprietary notices contained in the Software or Documentation or affixed thereto as received from ATS. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law.
- 3.4 **Security of Customer Systems.** Customer is responsible for the security of Customer systems, including Software on Customer’s systems as applicable, and will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans from Customer’s systems.
- 3.5 **Reservation of Rights.** All Software, Services, and non-public Documentation are trade secrets of ATS and its licensors. ATS or its licensors retain title to and ownership of Software, Services, Documentation, and ATS IP.

ATS reserves all rights in Offerings and ATS IP not expressly granted in this Agreement.

- 3.6 **No-Charge Offerings; Previews.** All (i) Offerings provided at no charge to Customer (“**No-Charge Offerings**”), and (ii) Software or Services, or any feature thereof, identified as ‘beta’, ‘preview’, ‘pre-release’, ‘early access’, or ‘non-general release’ (“**Previews**”), are provided “AS IS” without warranty, indemnity, support, or other commitments. Customer will evaluate and test Previews without compensation, and limit access to Previews only to those employees and Customer locations authorized by ATS. ATS will have exclusive title to and ownership of all written evaluations and all inventions or developments that ATS conceives or makes during or after Customer’s use of the Previews, including those based on Customer’s Feedback. ATS may change, limit, suspend, or terminate any Previews at any time. Customer acknowledges that Previews are not ready for production usage, and that Customer’s use of any Previews is at its sole risk and discretion. Customer will only use No-Charge Offerings and Previews identified as being ‘demo’, ‘test’, ‘evaluation’, ‘beta’, ‘pre-release’, or similar for internal test and evaluation purposes, and not for production or other commercial purposes.
- 3.7 **Third-Party Technology.** Offerings may contain third-party software, technology, and other materials, including open-source software components, licensed by third parties (“**Third-Party Technology**”) under separate terms (“**Third-Party Terms**”). Third-Party Terms are specified in the Documentation, Product-Specific Terms, or “read me”-, header-, notice-, or similar files. In the event of a conflict with the terms of this Agreement, the Third-Party Terms prevail with respect to Third-Party Technology. With respect to Software, Third-Party Terms for open-source software prevail to the extent they grant Customer use rights based on the connection of the open-source software with Software. If Third-Party Terms require ATS to furnish Third-Party Technology in source code form, ATS will provide it upon written request and payment of any reasonable expenses.

#### 4. **ADDITIONAL TERMS FOR SOFTWARE**

The following additional terms apply to any Software contained within an Offering:

Software is provided in object code form only, unless otherwise specified in this Agreement. To the extent that any Software is provided by ATS in source code form, Customer may only use that Software to modify or enhance the applicable Offering that such Software is a part of, and, as between the parties, all such modifications or enhancements will be owned by ATS and subject to the license set forth in Section 3.1. Customer hereby consents to the installation of Software on systems used by Customer, as may be facilitated by Services.

#### 5. **ADDITIONAL TERMS FOR SERVICES**

The following additional terms apply to any Services contained within an Offering:

- 5.1 **Service Level Agreements.** During the Subscription Term, ATS will comply with the applicable service level agreements for Services as set forth in any applicable Product-Specific Terms or as otherwise agreed between the parties.
- 5.2 **Changes to Services.** Services may be modified, discontinued, or substituted by ATS from time to time. During a Subscription Term, ATS will not materially degrade core features or functionalities of Services or discontinue Services without making available substitute Services, except as necessary to address (i) new legal requirements, (ii) changes imposed by ATS’ vendors or subcontractors (e.g. the termination of ATS’ relationship with a provider of software or services which are required for the provision of such Services), or (iii) security risks that cannot be resolved in a commercially reasonable manner. ATS will notify Customer of any such material degradation or discontinuation of Services as soon as reasonably practicable, and Customer may terminate the Order Form for the applicable Offering by providing ATS with written notice within 30 days after Customer’s receipt of notice of degradation or discontinuation. In the event of such termination or discontinuation of Services, ATS will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering, solely to the extent that the degradation or discontinuation is solely attributable to ATS’ acts or omissions.
- 5.3 **Out of Scope.** Any contractual relationship regarding Third Party Content is solely between Customer and the relevant third party vendor and may be governed by separate terms made available by ATS with or as part of Third Party Content. ATS will have no responsibility for Third Party Content or Customer’s use of such Third Party Content. Services specifically exclude (i) access to the internet or any other network, (ii) suitable connectivity or any other resources necessary for accessing or using Services, and (iii) the transmission of Content to and from the exit of the wide area network of the data centers used by ATS to provide Services. ATS is not responsible for any unavailability, interruption, degradation, latency, or performance issues of the Services caused by or related to the Customer’s internet connectivity, third-party networks, or telecommunications providers. No credits, discounts, rebates, refunds, set-offs, or other price adjustments shall be due or provided by ATS on account of the Customer’s inability to access or use the Services arising from internet outages, insufficiencies, or other connectivity issues outside ATS’ reasonable control.
- 5.4 **Acceptable Use Policy; Indemnity.** Customer will comply, and ensure that all users of any Offering comply, with the AUP. Customer will indemnify ATS, its affiliates, its subcontractors, and their representatives against any claims, damages, fines, and cost (including attorney’s fees and expenses) arising from (i) any violation of the AUP by Customer or any user, (ii) any violation of laws, regulations, or rights of others by Customer’s or any user’s use of any Offering, or (iii) Customer Content.
- 5.5 **Ownership and Use of Customer Content.** ATS will not acquire any title to or ownership of Customer Content by virtue of this Agreement. ATS and its subcontractors will use Customer Content only for the purpose of

providing Offerings, or as otherwise permitted by this Agreement or agreed by the parties. Customer is responsible for the content, management, transfer, use, accuracy, and quality of Customer Content and the means by which Customer acquires such Customer Content. ATS recommends that Customer confirms the geographic area in which Customer Content will be stored, which may be outside the country in which Customer is located. Customer will ensure that Customer Content can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

- 5.6 **Protection of Customer Content.** Services will be provided using processes and safeguards designed to protect the integrity and confidentiality of Customer Content as further set forth in the Documentation. Customer remains responsible for taking appropriate steps regarding protection, deletion, and retrieval of Customer Content, including by maintaining backup copies.
- 5.7 **Ownership and Use of ATS Content.** ATS retains all rights, title and interest in and to ATS Content made available to Customer through the Offering, including all associated intellectual property rights. ATS hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, limited license to access and use ATS Content solely in connection with Customer's authorized use of the Offerings during the Subscription Term, and strictly in accordance with this Agreement. Except for the limited license expressly granted herein, no rights are transferred to Customer. Customer shall not (a) copy, modify, distribute or create derivative works of ATS Content; (b) reverse engineer, decompile or disassembly any software included in ATS Content, or (c) use ATS Content for any purpose other than as expressly permitted under this Agreement.

## 6. DATA

- 6.1 **Security and Data Privacy.** Each party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where ATS acts as Customer's processor of personal data provided by Customer, the Data Processing Agreement attached hereto as Annex I of Appendix B including the technical and organizational measures described therein, apply to the use of the relevant Offering and are incorporated into this Agreement by this reference.
- 6.2 **Customer Data** Customer shall own all Customer Data (as defined in Appendix B), and Customer agrees that any data communicated between Customer and ATS using the Software or Services shall be governed by the Data Usage Agreement attached hereto as Appendix B.

## 7. WARRANTIES AND DISCLAIMERS

- 7.1 **Software Warranty.** ATS warrants that Software will perform substantially in accordance with the features and functionalities described in the Documentation for the duration of the Subscription Term, or for a period of 90 days following the date the Offering is initially activated if no applicable Subscription Term. To the extent permissible under applicable law, as ATS' entire liability and Customer's sole and exclusive remedy for a breach of this warranty, ATS will, at its option (i) correct errors or provide work-arounds, (ii) replace defective Software, or (iii) require Customer to return the defective Software, terminate the Order Form for the non-conforming Offering, and refund fees paid for such Offering. The warranty for Software excludes (a) No-Charge Offerings, (b) Software that is designated as retired or not generally supported as of the date of the Order Form, and (c) issues, problems, or defects arising from use of Software not in accordance with the terms of this Agreement.
- 7.2 **Services Warranty.** ATS warrants that, during the Subscription Term, Services will perform substantially in accordance with the features and functionalities described in the Documentation. To the extent permissible under applicable law, as ATS' entire liability and Customer's sole and exclusive remedy for a breach of this warranty, at ATS' option (i) ATS will use commercially reasonable efforts to restore the non-conforming Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, ATS may terminate the Order Form for the non-conforming Offering and refund any prepaid fees for such Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering. The warranty for Services excludes (a) No-Charge Offerings and Previews, and (b) issues, problems, or defects arising from Customer Content, Third Party Content, or use of Services not in accordance with the terms of this Agreement.
- 7.3 **Disclaimers.** **ATS makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. ATS does not warrant or otherwise guarantee that (i) reported errors will be corrected or support requests will be resolved to meet Customer's needs, (ii) Offerings or any Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Customer Content and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Offerings or features or functionality in any communication with Customer constitute technical information, not a warranty or guarantee.**

Customer is responsible for assessing the suitability of each Offering for Customer's intended use, selecting the Offering necessary to achieve Customer's intended results, and for the use of Offerings. By using an Offering, Customer agrees that such Offering meets Customer's requirements to enable compliance with applicable laws. Customer will obtain, at its own expense, any rights, consents, and permits from vendors of software and services used by Customer in connection with any Offering which are required for such use. Customer agrees that Order Forms are not contingent on any future features or functionality of Offerings.

ATS does not control Customer's processes or the creation, validation, sale, or use of Customer's (or

any client of Customer's) products or services and will not be liable for any claim or demand made against Customer by any third party, except for ATS' obligations to indemnify Customer against infringement claims as expressly set forth in this Agreement.

- 7.4 **High Risk Use.** Customer acknowledges and agrees that (i) Offerings are not designed to be used for the operation of or within a High Risk System if the functioning of the High Risk System is dependent on the proper functioning of the Offering and (ii) the outcome from any processing of data through the use of the Offering is beyond ATS' control. Customer will indemnify ATS, its affiliates, its subcontractors, and their representatives, against any third party claims, damages, fines and cost (including attorney's fees and expenses) relating in any way to any use of an Offering for the operation of or within a High Risk System. "**High Risk System**" means a device or system that requires enhanced safety functionalities such as fail-safe or fault-tolerant features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or catastrophic property damage. High Risk Systems may be required in critical infrastructure, direct health support devices, aircraft, train, boat, or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.

## 8. LIMITATION OF LIABILITY

- 8.1 **The entire, aggregate liability of ATS related in any way to this Agreement is limited as follows: (i) for liability arising from an Offering provided for a Subscription Term, the fees paid to ATS for that Offering during the 12-month period immediately preceding the first event giving rise to the claim, or (ii) in all other cases, the fees paid to ATS for that Offering. The foregoing cap applies in the aggregate to all claims and not per incident. The foregoing limitation does not apply to ATS' indemnity obligation in Section 9.**
- 8.2 **In no event will ATS be liable for (i) any indirect, incidental, consequential, special, exemplary, or punitive damages, loss of production or data, interruption of operations, or lost revenue or profits, even if such damages were foreseeable, or (ii) any No- Charge Offerings or Previews.**
- 8.3 **ATS will not be liable for any claim in connection with this Agreement if such claim is brought more than two years after the first event giving rise to such claim is or should have been discovered by Customer.**
- 8.4 **The foregoing limitations and exclusions apply (i) to the benefit of ATS and its affiliates, and their respective officers, directors, licensors, subcontractors, and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.**
- 8.5 **The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded according to applicable law.**
- 8.6 **THE REMEDIES PROVIDED TO CUSTOMER IN THE AGREEMENT ARE CUSTOMER'S ONLY REMEDIES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THE AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT ATS HAS SET ITS PRICES AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE SAME REFLECT AN ACCEPTABLE ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS), AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.**

## 9. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY

- 9.1 **Infringement Claim Indemnity.** ATS will indemnify and defend, at its expense, any action brought against Customer to the extent that it is based on a claim that the Offering infringes any copyright, any trade secret, or a patent or trademark issued or registered by the United States, Canada, or a member of the European Patent Organization, and will pay all damages finally awarded against Customer by a court of competent jurisdiction or agreed in a settlement, provided that Customer gives ATS (i) prompt written notice of the claim, (ii) all requested information and reasonable assistance related to the claim and (iii) sole authority to defend or settle the claim. ATS will not admit liability or incur obligations on Customer's behalf without Customer's prior written consent, which will not be unreasonably withheld.
- 9.2 **Injunction.** If a permanent injunction is obtained against Customer's use of an Offering due to an infringement claim, ATS may, at its sole option, obtain for Customer the right to continue using the Offering, or replace or modify the Offering to become non-infringing. If such remedies are not reasonably available: (i) ATS will refund prepaid fees for the enjoined Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering; (ii) any applicable licenses to such Offering will automatically terminate; and (iii) Customer will immediately cease to use the enjoined Offering and return all related Software in its possession. ATS may, in its sole discretion, provide any of the foregoing remedies to mitigate infringement prior to the issuance of an injunction.
- 9.3 **Exclusions.** Notwithstanding anything to the contrary in this Agreement, ATS will not have any liability or obligation to Customer to the extent that an infringement claim arises out of (i) use of a prior version of the Offering to the extent that a current version is non- infringing, (ii) failure to use a replacement, correction, patch, or new version of the Offering offered by ATS that performs substantially the same functions, (iii) use of the Offering in combination with Content, equipment, or products not provided by ATS, (iv) use of No-Charge Offerings or

Previews, (v) deliverables resulting from Professional Services, (vi) any adjustment, modification, or configuration of the Offering not made by ATS, or (vii) instructions, assistance, or specifications provided by Customer.

- 9.4 **Sole and Exclusive Remedy.** Section 9 sets forth ATS' entire liability and Customer's sole and exclusive remedy for infringement of third-party intellectual property rights.

## 10. RENEWAL, SUSPENSION, TERMINATION

- 10.1 **Subscription and Renewals.** If indicated on the Order Form or otherwise agreed by the parties in writing or in an electronic system made available by ATS, the Subscription Term for the applicable paid Offering will automatically renew for successive Subscription Terms unless either party notifies the other at least 60 days prior to the end of the then-current Subscription Term that it has elected not to renew. Any renewed Subscription Term will be the same length as the preceding term or 12 months, whichever is greater. If the Agreement or Order Form applicable to the Offering incorporates online terms by reference, the then-current online terms will apply to the renewed Subscription Term. The fees for any renewed Subscription Term will be the same as those in effect at the end of the preceding Subscription Term, unless (i) ATS notifies Customer about different future fees at least 90 days prior to the end of the then-current Subscription Term or (ii) fees for the renewed Subscription Term(s) are specified on the Order Form.
- 10.2 **Suspension.** ATS may suspend or limit Customer's or any user's access to and use of Offerings, in whole or in part, immediately (i) if ATS reasonably determines that the use of the Offering poses a security risk to the Offering, ATS, or any third party, or subjects ATS or any third party to liability, (ii) if Customer materially breaches this Agreement, or (iii) upon the occurrence of any of the circumstances that give ATS the right to immediate termination under Section 10.3. Suspension or limitation will not limit any other rights available to ATS under this Agreement, will not relieve Customer of its obligation to pay fees, and will be lifted when the reason for such suspension or limitation no longer exists.
- 10.3 **Termination.** Neither party will terminate an Order Form for convenience during the applicable Subscription Term. Either party may terminate an Order Form for a particular Subscription Term based Offering with immediate effect in the event of the other party's material breach of this Agreement which remains uncured for a period of 30 days from receipt of notice specifying the breach; provided that such termination will only be effective with respect to the Offering affected by the material breach. ATS may immediately terminate any or all Order Forms or this Agreement upon notice to Customer in the event of Customer's unauthorized installation or use of ATS software, Customer's filing for bankruptcy or having bankruptcy proceedings filed against it, Customer ceasing to do business, any breach by Customer of Sections 3, 5.5, 11, 12, 13.2, 13.6, or in order to comply with applicable law or the requests of government authorities.
11. **Effect of Expiration or Termination.** Upon expiration of the applicable Subscription Term or termination of any Order Form for one or more Offerings or this Agreement for any reason, Customer's rights to access, use, or receive the affected Offering(s) automatically terminates. Customer will immediately cease using the affected Offering(s), remove and return all Software and other ATS Confidential Information relating to such Offering in its possession or control, and, upon request, certify such removal and return in writing to ATS. Customer may retrieve Customer Content available for download for a period of 30 days after expiration or termination, provided Customer is in compliance with this Agreement and pays any applicable fees. After such period, all Customer Content may be deleted. Termination of this Agreement or any Order Form for one or more Offerings will not relieve Customer of its obligation to pay the total fees set forth in any Order Form, which fees will become due and payable immediately upon termination. In the event of Customer's termination for ATS' material breach in accordance with Section 10.3, ATS will refund a reasonable portion of any prepaid fees on a pro-rata basis for the remainder of the Subscription Term for the affected Offering(s). Sections 2.3, 2.4, 3.3, 3.4, 3.5, 5.5, 6.2, 7.3, 8, 10.4, 11, 12, 13.4, 13.6, and 13.9 survive termination of this Agreement. THE REMEDY PROVIDED TO CUSTOMER IN THIS SECTION IS THE CUSTOMER'S ONLY REMEDY IN RESPECT OF ANY BREACH OF THE AGREEMENT AND/OR SELLER'S NEGLIGENCE (INCLUDING GROSS NEGLIGENCE), OR OTHER TORT, IN THE PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT.

## 12. EXPORT CONTROL AND SANCTIONS COMPLIANCE

- 12.1 **General.** Customer shall comply with all applicable sanctions, embargoes, and (re-)export control laws and regulations, and, in any event, with those of the European Union, the United States of America, Canada and any locally applicable jurisdiction (collectively "**Export Regulations**").
- 12.2 **Checks for Goods and Services.** Prior to any transaction by Customer concerning goods (including Hardware, Documentation and technology) delivered by ATS, or services (including Professional Services, maintenance and technical support) performed by ATS to a third party, Customer shall check and certify by appropriate measures that (i) the Customer's use, transfer, or distribution of such goods and services, the brokering of contracts or the provision of other economic resources in connection with goods and services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion); (ii) the goods and services are not intended or provided for prohibited or unauthorized non-civilian purposes (e.g. armaments, nuclear technology, weapons, or any other usage in the field of defense and military); and (iii) Customer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the goods and services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein.
- 12.3 **Non-Acceptable Use of Software and Services.** Customer shall not, unless permitted by the Export

Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Software or Services from or in any location prohibited by or subject to comprehensive sanctions or subject to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Software or Services to any entity, person, or organization identified on a restricted party list of the Export Regulations, or owned or controlled by a listed party; (iii) use the Software or Services for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Services platform any Customer Content unless it is non-controlled; or (v) facilitate any of the aforementioned activities by any user. Customer shall provide all users with all information necessary to ensure compliance with the Export Regulations.

12.4 **Semiconductor Development.** Customer will not, without advance written authorization from ATS, use Offerings for the development or production of integrated circuits at any semiconductor fabrication facility located in China meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

12.5 **No re-export to Russia and Belarus.**

(i) Customer hereby represents and warrants that it will not, and procure that its end customers as well as any parties further down the commercial chain, including possible resellers, will not:

1. sell, re-sell, export, re-export or cause to be exported or to be used the Offerings, directly or indirectly, to citizens, entities, nationals, or permanent residents of (a) the Russian Federation and/or (b) Belarus, which are subject to economic sanctions or embargoes imposed by any of the European Union, United Nations, United States and Canadian governments, or which are not eligible to any export as listed in the prohibited, restricted, sanctioned, or debarred parties' lists maintained by US Government and European Union;

2. re-export any Offerings to the Russian Federation and/or Belarus, or for use in the Russian Federation and/or Belarus and, when, directly or indirectly, selling, supplying, transferring or exporting such Offerings to a third country, with the exception of Partner Countries (as defined below), contractually prohibit re-exportation to the Russian Federation and/or Belarus and re-exportation for use in the Russian Federation and/or in Belarus, any Deliverables that constitute Prohibited Items or are Common High Priority Items (as defined below);

3. transfer, license, sublicense or in anyhow dispose, sell, supply, transfer or export, directly or indirectly, to the Russian Federation and/or Belarus, or for use in the Russian Federation and/or Belarus, (a) any intellectual property rights or trade secrets embedded into the Offerings as well as (b) any proprietary confidential information and trade secrets related to any Offerings where (a) and (b) refers to Offerings which are Common High Priority Items.

As used herein, the terms Prohibited Items, Common High Priority Items and Partner Countries have the following meaning: "Prohibited Items" means those items listed in (i) Annexes XI, XX and XXXV of Regulation (EU) 833/2014, and/or (ii) Annexes XVI, XVII and XXVIII of Regulation (EU) 765/2006, in each case as amended from time to time; "Common High Priority Items" means those items listed in (i) Annex XL of Regulation (EU) 833/2014, and/or (ii) Annex XXX of Regulation (EU) 765/2006, in each case as amended from time to time; "Partner Countries" means the countries as listed in Annex VIII to Regulation (EU) 833/2014, and Annex V b to Regulation (EU) 765/2006, as applicable, and as amended from time to time.

(ii) All obligations, restrictions, warranties and/or representations listed under clause (i)1, (i)2 and (i)3 shall apply mutatis mutandis, directly or indirectly, with respect to any citizens, entities, nationals, or permanent residents in countries where the European Union has issued restrictive measures.

(iii) Should Customer be in breach of any of the above representation and warranty or obligations as above under clause (i)1, (i)2, (i)3 and (ii), then, (a) the Customer shall be obliged to pay to the Seller a penalty for each breach equal to the purchase price of the Agreement (and/or the relevant Order Form) and up to the maximum of an aggregate amount of twice the value of purchase price, as of the receipt the relevant written notice by ATS. Penalties shall be cumulative and not aggregate; (b) ATS shall be entitled to terminate immediately the Agreement (and/or the relevant Order Form) by serving a written notice, in accordance with the modalities set forth in the agreement between ATS and the Customer, without any liability to the Customer, in which event it shall have no obligation related to the Agreement (e.g. warranty) and/or to refund any advance payments that may have been received pursuant to this Agreement; (c) Customer shall indemnify and hold harmless ATS (and its shareholders, officers, directors and employees) for, from and against any and all claim, losses, liabilities, fines, penalties that might apply to the ATS as a consequence of Customer's breach of its obligations under this Section.

(iv) The Customer shall undertake its best efforts to ensure that the purpose of clause (i) and (ii) above is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(v) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of the above representation and warranty or obligations as set forth under clause (i)1, (i)2, (i)3 and (ii), respectively.

(vi) The Customer shall immediately inform ATS about any problems in applying the above representations, warranties and/or obligations as listed under clause (i)1, (i)2, (i)3 and/or (ii), including without limitation any relevant activities by third parties that could frustrate the purpose of these clauses. The Customer shall make

available to ATS information concerning compliance with the obligations under clause (i)1, (i)2, (i)3 and/or (ii) within two weeks – unless otherwise requested by the Seller - of the simple request of such information; failure to reply in a timely manner shall be considered a material breach of this Agreement.

- 12.6 **Information.** Upon request by ATS, Customer shall promptly provide ATS with all information pertaining to users, the intended use, and the location of use, or the final destination (in the case of Hardware, Documentation and technology) of the Offerings. Customer will notify ATS prior to Customer disclosing any information to ATS that is defense-related or requires controlled or special handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by ATS.
- 12.7 **Indemnification.** Customer will indemnify and hold harmless ATS, its affiliates, subcontractors, and their representatives against any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to Customer's noncompliance with this Section 11, including Customer's and its users' and third party business partners' violation or alleged violation of any Export Regulations and Customer will compensate ATS for all losses and expenses resulting thereof.
- 12.8 **Reservation.** ATS shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Customer acknowledges that ATS may be obliged under the Export Regulations to limit or suspend access by Customer and/or users to the Offerings.

### 13. CONFIDENTIALITY

- 13.1 To the extent that Customer and ATS have previously or concurrently entered into a mutual non-disclosure agreement ("NDA"), the terms and conditions of the NDA are hereby incorporated by reference into this Agreement and shall continue to be incorporated by reference into this Agreement notwithstanding any expiration or termination of the NDA in the future. Unless otherwise agreed in the NDA, each party to the Agreement (each a "**Recipient**") agrees to keep and maintain the confidentiality of the confidential and/or proprietary information ("Confidential Information") of the other party hereto (each a "**Discloser**"). For clarity, the Discloser's Confidential Information includes but is not limited to the confidential and/or proprietary information of the Discloser and third parties for which Discloser has obligations of confidentiality, and confidential and/or proprietary information obtained by Recipient by way of observation or study at the facilities of Discloser. The parties agree that the terms of this Agreement and any Order Form, Offerings, ATS IP, and any information Customer derives from benchmarking any Offering are the Confidential Information of ATS. Recipient agrees to protect the Confidential Information in strictest confidence by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as Recipient uses to protect its own confidential information, provided that in no case shall such standard of care be less than a reasonable degree of care.
- 13.2 Recipient may disclose Confidential Information only: (A) to those of Recipient's employees, advisors, consultants, affiliates, subcontractors and suppliers who have a specific need to know such Confidential Information in furtherance of the purpose of this Agreement (collectively, "Representatives") provided that: (1) the Recipient has obligated such Representatives under terms of confidentiality that afford no less protection to the Confidential Information than the terms of this Agreement; and (2) Recipient shall be liable for the failure of any of its Representatives to whom Confidential Information is disclosed to comply with Recipient's obligations hereunder; and (B) to a competent court, tribunal, government or regulatory body, or as otherwise required by applicable law, provided that, to the extent not prohibited by law, Recipient gives Discloser sufficient notice to enable Discloser to seek an order limiting or precluding such disclosure, and Recipient shall limit such disclosure to the extent sufficient for compliance. Recipient shall not use the Confidential Information for any purpose other than as necessary to carry out the purposes of the Agreement.
- 13.3 This Agreement imposes no obligation on the Recipient where Recipient can establish by written records that such information: (A) was known to the Recipient prior to receipt of the Discloser's information; (B) is a matter of public knowledge or publicly available through no fault of the Recipient; (C) was rightfully received by Recipient on a non-confidential basis from a third party (other than an affiliate of the Discloser) without restriction on disclosure and without breach of an obligation of confidentiality owing directly or indirectly to the Discloser; (D) was independently developed by Recipient without use of or reference to the Confidential Information; or (E) was publicly disclosed by Recipient with Discloser's prior written approval. Notwithstanding the expiration or termination of this Agreement, the obligations and restrictions on Recipient in relation to Confidential Information shall survive until such time as the Confidential Information otherwise falls into one of the exclusions as set out in the preceding sentence.

### 14. GENERAL PROVISIONS

- 14.1 **ATS Affiliates and Subcontractors.** ATS' ultimate parent company or companies directly or indirectly owned or controlled by ATS' ultimate parent company may exercise ATS's rights and fulfill ATS' obligations under this Agreement. ATS may use resources in various countries to provide Offerings, including unaffiliated subcontractors. ATS remains responsible for its obligations under this Agreement.
- 14.2 **Assignment.** This Agreement will extend to and be binding upon the successors, legal representatives, and permitted assignees of the parties. However, this Agreement and the rights granted under this Agreement may not be assigned, sublicensed, or otherwise transferred (by operation of law or otherwise) by Customer without the prior written consent of ATS. Any attempted assignment in violation of this Section will be void.
- 14.3 **Feedback.** If Customer provides any ideas or feedback regarding any Offering, including suggestions for changes

or enhancements, support requests (including any related information), and error corrections (collectively "**Feedback**"), Feedback may be used by ATS without condition or restriction.

- 14.4 **Force Majeure.** Neither party will be liable for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.
- 14.5 **Information Obligations; Audit.** Customer will provide information or other materials that ATS reasonably requests to verify Customer's compliance with this Agreement. Audits of Customer's usage of installed Software may be conducted as self-audits by Customer using the inventory tools provided by ATS. If Customer is unable or unwilling to use the tools in self-service, ATS or its authorized agents may access Customer's facilities to perform the audit.
- 14.6 **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed given: (i) if and when personally delivered; or (ii) if delivered by electronic mail transmission (email) to the other party (and in the case of notice to ATS, with a second copy sent to [legal@atsautomation.com](mailto:legal@atsautomation.com)); or (iii) on the next business day after being deposited with a recognized and reputable overnight carrier. In the case of (ii) or (iii), the notice shall be delivered to the address or electronic address set forth for such party on the Order Form or such other address or electronic address as hereafter provided by written notice by one party to the other.
- 14.7 **Governing Law and Jurisdiction.** This Agreement will be governed by the laws of jurisdiction in which the principal place of business of the ATS listed on the applicable Order Form is located, and Customer and ATS hereby submit to the exclusive jurisdiction of the Courts of said jurisdiction for resolution of disputes arising in connection with this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 14.8 **No Waiver; Validity and Enforceability.** The failure to enforce any provision of this Agreement will not be construed as a waiver of such provision. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. The parties agree that electronic signatures or acceptance of this Agreement via an electronic system specified by ATS will have the same force and effect as manual signatures.
- 14.9 **Updates to the Agreement.** ATS reserves the right to modify these ATS Digital Terms at any time. Any changes will be effective immediately upon ATS notifying the Customer of any changes via email or through the Offering and posting a new version at its website located at <https://terms.atsautomation.com/>. Continued use of the Offerings after such notification shall constitute Customer's consent to the changes. A new ATS Digital Terms version shall be effective on the latter of the date posted or the date after which reasonable notice has been provided. Any new version shall supersede any previous versions.
- 14.10 **Entire Agreement.** This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. The reference to a document that refers to another document will be deemed to also include such other document, unless otherwise stated therein. This Agreement may not be varied except as set out in Product-Specific Terms, Country-Specific Terms or otherwise in writing executed by manual signatures or electronic signatures of authorized representatives of both parties or via an online mechanism, if so provided explicitly for such purpose by ATS. No other terms and conditions will apply. The terms of any purchase order or similar Customer document are excluded and such terms will not apply to any Order Form, and will not supplement or modify this Agreement irrespective of any language to the contrary in such document.

## **Appendix A - Acceptable Use Policy**

This Acceptable Use Policy (“AUP”) sets out terms that the Customer, and each User must comply with when using the Services

### **1. Credentials**

Customer will, and will ensure each user will:

- not use a false identity to gain access to the Services;
- carefully store access credentials and security tokens and protect them from unauthorized access, disclosure or use;
- not gain access to Services by any means other than a user account or other means permitted by ATS;
- not circumvent or disclose the authentication or security of your user account, the underlying technology or any host, network, or account related thereto;
- ensure that any access credentials are not shared with other individuals and used only by the individual who was granted the credentials. ATS may change access credentials if ATS determine at its reasonable discretion that a change is necessary.

### **2. No Illegal, Harmful, or Offensive Use or Content**

Customer will not, and will ensure that each user will not use, or encourage, promote, facilitate, or instruct others to use, Services for any illegal, harmful, or offensive use or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Customer’s use of the Services and the Content stored within the Services will not:

- violate any laws or regulations, or rights of others;
- be harmful to others, or to ATS’s reputation, including by offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, Ponzi or pyramid schemes, phishing, farming, or other deceptive practices;
- enter, store or send hyperlinks, or enable access to external websites or data feeds, including embedded widgets or other means of access, in or as part of your content, for which you have no authorization or which are illegal;
- be defamatory, obscene, abusive, or invasive of privacy.

### **3. No violation of use restrictions**

Customer will not, and will ensure that users will not:

- resell, transfer, sublicense, loan, lease or publish Services, or use Services in the operation of a business process outsourcing or other outsourcing or a time-sharing service (unless expressly permitted by us);
- reverse engineer, disassemble, decompile, or otherwise modify, create derivative works based on, merge, tamper with, repair, or attempt to discover the source code of, Services or the underlying technology (except to the extent this restriction conflicts with the applicable law of Customer’s jurisdiction);
- access Services from any location prohibited by or subject to sanctions or license requirements according to applicable sanctions and/or (re-)export control laws and regulations, including those of the European Union, the United States of America and/or any other applicable countr(ies), and will only upload non-controlled content, unless permitted otherwise by the applicable (re-)export control laws or respective governmental licenses or approvals.

### **4. No Abusive Use**

Customer will not, and will ensure that users will not:

- use Services in a way intended to avoid or work around any use limitations and restrictions placed on such Services (such as access and storage restrictions), monitoring, or to avoid incurring fees);
- access or use Services for the purpose of conducting a performance test, building a competitive product or service, or copying its features or user interface;
- interfere with the proper functioning or security of any of our systems;
- distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations, including commercial advertising and informational announcements. Customer and User will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission.

### **5. No Security Violations**

Customer will not, and will ensure that users will not use the Services in a way that could result in or facilitate a threat to the security of the Services or the underlying technology. In particular, Customer will, and will ensure that users will

- take reasonable precautions against security attacks, viruses and malicious code on Customer’s system, on-site hardware, software or services that you use to connect to and/or access Services;
- not perform any penetration test of or on Services or the underlying technology without obtaining ATS’s express prior written consent;
- not use devices to access or use Services that do not comply with industry standard security policies (e.g., password protection, virus protection, update and patch level).

### **6. Our Monitoring; Reporting**

Customer acknowledges that ATS and ATS subcontractors may monitor Customer's compliance with this AUP through the Services. ATS reserves the right to investigate any violation of this AUP. If Customer becomes aware of any violation of this AUP, Customer will immediately notify ATS and provide assistance, as requested by ATS, to stop, mitigate or remedy the violation. ATS may remove, disable access to, or modify any content or resource that violates this AUP or any other agreement between ATS and the Customer for use of the Services. ATS may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. If a party that claims that Customer's use of the Services or Customer Content violates such third party's rights or any law or regulation, ATS may share appropriate customer information.

## Appendix B

### DATA USAGE AGREEMENT

The Customer has purchased equipment and/or services from ATS. The Customer's use of any equipment and/or services may require ATS to collect and use data from the Customer. The Customer's ongoing use of any ATS equipment and/or services is subject to the terms of this data agreement ("**Data Usage Agreement**"). This Data Agreement is formed between ATS and the Customer. In the event of any conflict or inconsistency between the terms of this Data Usage Agreement and any other agreement between the parties ("**Parties**"), the Data Usage Agreement shall take precedence.

1. **Definitions.** In this Data Usage Agreement:

**Anonymized Data** means Services Data that has been de-identified, aggregated or anonymized and any data generated or derived by ATS that does not identify Customer or any user, either directly or indirectly, and cannot be reengineered to provide such identification.

**ATS** means ATS Corporation, its Affiliates and/or subsidiaries, where "**Affiliate**" means any corporation or entity of a party that: (a) is controlled, either directly or indirectly, by such party; (b) is under common control, either directly or indirectly, with such party; or (c) controls such party. For the purposes of this definition, "control" means the ability to vote greater than fifty percent (50%) of the outstanding voting securities in or otherwise direct the management of a corporation or entity.

**Customer** means the legal entity that has purchased equipment and/or services provided by ATS and/or any Customer affiliate or related party that is using the equipment and/or services provided by ATS.

**Customer Data** means any and all data relating to Customer's use of software and/or automation equipment, including the automation equipment's operational status, automation equipment's usage statistics and data collected or generated by the automation equipment (including sound, video and images), that is or has been communicated or uploaded from Customer or the automation equipment and related software to ATS. For Customers situated in the European Union Customer Data includes product data and related service data as defined in the EU Data Act (REGULATION (EU) 2023/2854).

**Feedback** means all feedback, ideas, comments, and suggestions submitted by Customer to ATS or any of its representatives, concerning Services Data, automation equipment, software, or part thereof.

**Personal Data** means any information relating to an identified or identifiable natural person and any other information that constitutes personal data or personal information under any applicable law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Services Data** means any and all data and information generated through ATS's analysis or processing of Customer Data, including data specific to Customer that is generated by ATS in performing services or providing support to the Customer such as efficiency and performance of the ATS equipment. For clarity, Services Data excludes Customer Data and does not contain Personal Data.

2. **Data Privacy.** a) ATS shall be entitled to collect, use, store, and otherwise process Personal Data contained in Customer Data to the extent necessary for the performance of the services and/or provision of equipment under this Data Usage Agreement and any related agreements between the Parties, including the provision, support, maintenance, and improvement of the automation equipment and/or services provided to the Customer. Such entitlement rests on Article 6(1) lit. b) and f) GDPR.

b) To the extent ATS is not entitled to process Personal Data under the conditions set out in 2. lit. a), the Customer will obtain informed consent from all data subjects whose personal data is contained in Customer Data entitling ATS to collect, use, store, and otherwise process Personal Data contained in Customer Data. Such entitlement rests on Article 6(1) lit. a) GDPR.

c) To the extent ATS is not entitled to process Personal Data under the conditions set out in 2. lit. a) or b), the Data Processing Agreement (**Annex I**) allowing for ATS acting as data processor for Customer who will assume the role of a data controller shall apply. ATS' entitlement notably includes the storage and processing of Personal Data for the purposes of analysing the performance, use, maintenance or improvement of automation equipment or software, or any other services provided by ATS as well as the anonymization of Personal Data in compliance with applicable laws. **Annex I** also applies to Personal Data originating in countries with data protection laws mandating specific obligations for both data controllers and data processors. Upon the termination of either this Data Usage Agreement or the Data Processing Agreement, ATS shall, at Customer's request, anonymize all Personal Data contained in the Customer Data.

Customer, as the data controller, is responsible for complying with all applicable laws and is solely responsible to obtain, and represents and warrants to ATS that it has or shall obtain all necessary consents (including all consents that are required under applicable privacy and data protection laws), or other defined lawful basis, to provide Customer Data to ATS for use, storage, processing, disclosure, disposal and hosting, in the course of the provision of any automation equipment and/or services.

3. **Confidentiality and Information Security.** All Customer Data is deemed to be confidential information and subject to any existing confidentiality obligations, if any, according to other agreements between ATS or its Affiliates and Customer. In the event that no such confidentiality obligations exist according to other agreements, then ATS shall maintain all Customer Data as confidential according to standards no less than those with which ATS maintains its own trade secrets. ATS shall take appropriate technical and organizational measures to ensure the security of all Customer Data and prevent unauthorized access to Customer Data. ATS technical and organisational measures adhere to the requirements of all applicable laws, including data protection laws, AI laws and regulations, and data usage acts. ATS retains up-to-date ISO certifications.
4. **License.** To the extent that Customer Data is communicated by automation equipment or associated software directly or indirectly to ATS or its Hosting Provider (as defined below), Customer hereby grants to ATS a limited, non-exclusive, irrevocable, non-transferable and fully paid-up license to access, process, store and use the Customer Data for the purpose of, and only to the extent required in order to, analyse the performance, use, maintenance or improvement of automation equipment and to otherwise provide Customer with software and/or automation equipment support (including warranty service) and other services (such as data analytics services) as may be procured by Customer from time to time. Customer agrees that ATS reserves the right to transfer and disclose Customer Data to, and that Customer Data, Services Data and Anonymized Data may be stored, generated and processed on systems operated and supported by, a third party hosting provider and its subcontractors and agents ("**Hosting Provider**").
5. **Data Ownership.** Subject to the licenses granted herein, ATS acknowledges and agrees that all right, title and interest whatsoever, in and to the Customer Data, including all intellectual property and other proprietary rights therein is, and shall be, owned solely and exclusively by Customer. Subject to the licenses granted herein, Customer acknowledges and agrees that all right, title and interest whatsoever, in and to the Services Data, including all intellectual property and other proprietary rights therein is, and shall be, owned solely and exclusively by ATS.
6. **Compliance.** When processing Customer Data or Services Data, both Parties will strictly comply with all applicable laws. The Parties will further safeguard third-party rights being respected and not infringed with. If required, the Party processing the data will safeguard adequate permission for such processing being obtained either by means of applicable statutory permissions or rightsholder consent. Both Parties will respect and adhere to the respective other Party's data policies to the extent such policies are made known to the other Party in their then current version. Neither Party is under the obligation to review such policies against the background of applicable laws.
7. **Public Telecommunications Networks.** Both Parties acknowledge that both Customer Data and Services Data may be transmitted via public telecommunications networks, including the Internet, and may be transmitted across provincial, state or international territorial borders. Customer shall be solely responsible for determining whether any such transfers comply with applicable laws. ATS does not guarantee the integrity of, or inadvertent disclosure of, or corruption or loss of Customer Data or Services Data transmitted via telecommunications networks, including the Internet, or other systems that are not ATS' own systems.
8. **Roles and Rights.** ATS uses role-based access control (RBAC), to define roles and assign permissions to those roles that need access to Customer Data. This allows ATS to manage user access and security by limiting what users can see and do based on their job function or responsibilities.
9. **Anonymized Data Use.** ATS shall have the unrestricted right to: (i) use any Anonymized Data for its internal business purposes to improve and enhance the software and/or automation equipment and for other development, diagnostic and corrective purposes and for other purposes ATS may, in its sole discretion, choose; and (ii) use, license, sell, disclose and otherwise commercially exploit the Anonymized Data without limitation or restriction, for any purpose ATS may, in its sole discretion, choose. To the extent necessary in order to effect the foregoing rights, Customer hereby grants to ATS a non-exclusive, transferable, perpetual, irrevocable, worldwide and fully paid-up license to any Customer Data included in the Anonymized Data.
10. **Data Retention.** Within 30 days after termination or expiration of the applicable term of the contract related to the equipment/service ("**Exit Period**") to which such Data Usage Agreement is referred to, and upon Customer request, ATS will provide a final backup of the Customer Data, at then current ATS's rates (unless and to the extent Art. 4 (1) or Art. 9 (4) EU Data Act applies). After the Exit Period, ATS will delete the Customer's environment/tenant, dedicated virtual servers and Customer Data (excluding Anonymized Data) in accordance

with industry standard practices. In no event shall ATS be obliged to delete the Service Data that is required for business continuity and overall product operability.

11. **Artificial Intelligence.** Notwithstanding anything to the contrary in any agreement between the Parties, the Parties agree that ATS may use Customer Data and other information disclosed by the Customer with systems and databases – within the scope of the permitted scope of use – enabled by artificial intelligence in ATS’s ordinary course of business, and that such use or subsequent derivative use shall not constitute a breach of any agreement between the Parties regardless of the purpose for which Customer Data is used, provided that the systems and databases enabled by artificial intelligence are not a part of or provide information to any publicly-available or third-party artificial intelligence systems, such that all data and information remains confidential between the Parties, and any derivative information is used only by ATS. ATS will comply with all laws and regulations related to the use of AI and will not process any high risk data using AI as defined by applicable law.
12. **Support.** Software and/or automation equipment will be supported and serviced using Customer Data that is automatically collected by ATS from the software and/or automation equipment via electronic transmission from the software and/or automation equipment to ATS data processing facilities. To facilitate such electronic transmission, Customer is responsible for providing ATS with VPN access to automation equipment and/or software prior to final automation equipment and/or software acceptance and throughout any relevant warranty period and any period for which Customer desires to receive support services. Should ATS not be able to automatically collect such Customer Data, Customer or its agent will be responsible at Customer’s expense for transmitting the Customer Data to ATS based on ATS’s instruction. All such data will be transmitted in a secure manner specified by ATS.
13. **Data Minimisation.** ATS shall only collect, use and store data that is absolutely necessary for the purpose of supporting the Customer relationship. ATS shall use such data only for the purposes defined in this Agreement.
14. **Feedback.** Submission of Feedback to ATS is voluntary. Notwithstanding any other provision of this Data Usage Agreement or any other agreement, Feedback is subject to the following terms: (i) ATS may use such Feedback and incorporate it in ATS’s products, technologies, and services without any obligations or restrictions; (ii) Customer waives all rights it or its representatives have or may have, including all intellectual property rights, in and to Feedback, and hereby assigns to ATS all of Customer’s rights in and to Feedback and will cause its representatives to assign all of such persons’ rights to ATS and to waive all moral or similar rights that its representatives have to ATS. Customer will execute and cause to be executed all documents necessary to assign such rights. Customer is not entitled to any compensation or reimbursement of any kind under any circumstances for any Feedback. Customer shall ensure that no personal data is included in the Feedback.
15. **Third Party usage of Data.** ATS may share or disclose the Customer Data and Services Data to third-party service providers, contractors, or partners engaged in assisting ATS in providing, maintaining, or improving the relevant service to which such Data Usage Agreement is referred to. Such third parties are required to comply with confidentiality, data protection, and security obligations that are at least as restrictive as those outlined in this Agreement. **ATS may also disclose the Customer Data, Services Data and/or Personal Data if required by law, regulation, or a court order.** In respect to Personal Data included in Customer Data and to the extent ATS acts as the Customer’s data processor, any third-party usage will be subject to the Customer’s instructions under a sub-data-processor regime.
16. **Abuse.** Customer shall collect, use and store Services Data exclusively with, as prescribed by, and for the purposes defined by the equipment and/or services that ATS has provided. Customer agrees that it shall not, and shall make all reasonable efforts to prevent its employees, contractors and agents from using Services Data in any way that supports or enables any unlawful acts, willful breaches of cybersecurity measures, or reverse engineering of any ATS technology. ATS retains the right to immediately and temporarily terminate Customer’s access to Services Data upon reasonable perception of immediate and irreparable harm due to the abuse of any data by Customer or Customer’s employees, contractors or agents.
17. **Indirect Damages.** EXCEPT TO THE EXTENT THIS CLAUSE IS PRECLUDED OR RESTRICTED BY APPLICABLE LAW, CUSTOMER ACKNOWLEDGES AND AGREES THAT ATS AND ITS AFFILIATES AND THEIR RESPECTIVE CONTRACTORS, LICENSORS AND AGENTS AND ALL SUCH PERSON’S OFFICERS, DIRECTORS AND EMPLOYEES (“**ATS PARTIES**”) SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR OTHER CONSEQUENTIAL LOSS OF ANY KIND OR NATURE (INCLUDING LOST PROFITS OR REVENUES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT OR DATA, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT OR SOFTWARE, OR DOWNTIME COSTS) REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, INCLUDING FOR BREACH OF CONTRACT, TORT,

NEGLIGENCE, BY STATUTE, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR ATS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. **Limitation.** EXCEPT TO THE EXTENT THIS CLAUSE IS PRECLUDED OR RESTRICTED BY APPLICABLE LAW, CUSTOMER ACKNOWLEDGES AND AGREES THAT ATS PARTIES' TOTAL LIABILITY AND OBLIGATION TO CUSTOMER, IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH (I) THE USE, COLLECTION, AND STORAGE OF DATA AND (II) THIS DATA AGREEMENT WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED AND SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER FOR THE SERVICES ASSOCIATED WITH THE DATA THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.
19. **Indemnity.** Customer agrees to indemnify and hold the ATS Parties harmless from all third party claims, and all liabilities, losses and damages that result from or arise out of ATS's use of the Customer Data as authorized herein (including any processing of personal data as the Customer's data processor, provided ATS complies with its obligations as such data processor).
20. **Law.** The validity, interpretation and performance of this Data Usage Agreement shall be governed by and construed in accordance with the internal laws of the state, province or other governmental jurisdiction of the location of the ATS entity or affiliate that provided the associated services to the Customer. Customer and ATS hereby submit to the exclusive jurisdiction of the Courts of such state, province or other governmental jurisdiction for resolution of disputes arising in connection with this Data Agreement. The provisions of: (a) the United Nations Convention on Contracts for the International Sale of Goods; (b) the Uniform Commercial Code; (c) the 1974 Convention on the Limitation Period in the International Sale of Goods; (d) the Protocol Amending the 1974 Convention done at Vienna April 11, 1980; and (e) the Sale of Goods Act, R.S.O. 1990, c. S.1 Ontario, 1990, (and any equivalent federal, state or provincial legislation), shall not apply to this Data Agreement or the rights and obligations of the Customer and Seller under the Agreement. Customer acknowledges that Customer Data, Services Data, and any related software and equipment may be subject to export and import control laws and agrees to comply fully with those laws in connection with its acquisition and use of the Services Data and any related software or equipment.
21. **Versions.** From time to time, the equipment and services offered by ATS may change, and the laws, regulations and best practices concerning the subject matter of this Data Usage Agreement may change. ATS may revise this Data Usage Agreement at any time by providing reasonable notice to the Customer and posting a new version at its website located at <https://terms.atsautomation.com/>. A new Data Usage Agreement version shall be effective on the latter of the date posted or the date after which reasonable notice has been provided. Any new version shall supersede any previous versions.

## ANNEX I

### Data Processing Agreement

This Data Processing Agreement (“**DPA**”) is an addendum to and forms part of the Data Usage Agreement. Capitalized terms not otherwise defined in this DPA have the meaning given to them in the Data Usage Agreement.

#### 1. Definitions

- a) “**Affiliates**” means a company in which a notable portion of shares is owned by ATS Corporation or to which ATS Corporation is the parent company.
- b) “**ATS Services**” means the supply of equipment and/or services by ATS to the Customer.
- c) “**Authorized Affiliates**” are ATS Affiliates who have entered into Provisioning Documents or to which ATS has granted a sublicense to the ATS Services.
- d) “**California Consumer Privacy Act**” or “**CCPA**” means the California Consumer Privacy Act of 2018, as may be amended, supplemented or replaced from time to time, including the California Privacy Rights Act (CPRA) of 2020.
- e) “**Customer Personal Data**” means the Personal Data contained within Customer Data.
- f) “**Data Protection Laws**” means all data protection and privacy laws applicable to the respective party in its role in the Processing of Personal Data under the Data Usage Agreement, including without limitation, the European Data Protection Laws, UK Data Protection Act, and the California CCPA/CPRA.
- g) “**European Data Protection Laws**” means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (“**GDPR**”); (ii) the GDPR as it forms part of United Kingdom law pursuant to Section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”) and the Data Protection Act 2018; (iii) the Swiss Federal Act on Data Protection of 19 June 1992 and; (iv) any successor legislation to those laws and regulations identified in subsections (i)-(iii) of this paragraph.
- i) “**Processing**” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, while “**controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law and “**processor**” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- j) “**Provisioning Documents**” means the agreement between ATS and Customer whereby ATS shall provide the ATS Services to the Customer.
- k) “**Services Data**” has the same meaning set forth in the Data Usage Agreement.
- l) “**Standard Contractual Clauses**” means, depending on the circumstances unique to any particular Customer, any of the following: (i) “**EU SCCs**” means the standard contractual clauses for the transfer of personal data to third countries approved pursuant to Commission Decision (EU) 2021/914 of 4 June 2021, and/or; (ii) “**UK Addendum**” means the International Data Transfer Addendum (“**IDTA**”) issued by the Information Commissioner’s Office under s.119(A) of the UK Data Protection Act 2018.
- m) “**Sub-processor**” means any other Processors engaged by ATS to Process Customer Personal Data.
- n) The terms “**Controller**”, “**Data Subject**”, “**Personal Data Breach**”, “**Processor**” and “**Processing**” (including Process, Processed, and Processes) shall have the respective meanings ascribed to them in Data Protection Laws. If and to the extent that Data Protection Laws do not define such terms, then the definitions given in European Data Protection Laws or UK GDPR will apply.

#### 2. Scope of Application

- a) While providing ATS Services, it may be necessary for ATS to Process Customer Personal Data. ATS is the Processor of such Customer Personal Data and Customer is the Controller and, with respect to CCPA/CPRA, ATS is the “service provider” as defined therein.
- b) Except as provided by this DPA, the Data Usage Agreement remains unchanged and in full force and effect.

In case of contradictions between this DPA and the provisions of other agreements, in particular the Data Usage Agreement, the provisions of this DPA prevail with regards to the Processing of Customer Personal Data. The provisions of any required Standard Contractual Clauses prevail, where applicable, over this DPA to the extent of any discrepancy between the two.

c) This DPA does not apply to Service Data. To the extent any Service Data is considered Personal Data under Data Protection Laws, ATS is responsible as a Controller and Processes such data in accordance with its privacy notice available at [www.atsautomation.com](http://www.atsautomation.com) and Data Protection Laws.

### 3. **Subject, Scope and Duration of Processing**

a) The types of Customer Personal Data are determined and controlled by Customer in its sole discretion. Customer determines the Personal Data that ATS may Process, in which manner, for what purposes, and to which categories of Data Subjects such data relate.

b) This DPA becomes effective from the effective date of the Provisioning Documents ("Effective Date") and remains in effect for as long as ATS Processes Customer Personal Data pursuant to the Data Usage Agreement

### 4. **Scope of Customer's Authority to Issue Instructions**

a) ATS Processes Customer Personal Data exclusively on behalf of Customer and on Customer instructions, which must be lawful and documented. Customer's instructions are exclusively included in the Data Usage Agreement and this DPA and any additional requested instructions require the prior written agreement of the Parties.

b) Customer shall not issue Processing instructions that would cause ATS to Process Customer Personal Data in violation of Data Protection Laws. ATS shall promptly inform Customer if in ATS's reasonable opinion Customer's instructions conflict with this DPA, an earlier instruction or applicable Data Protection Laws.

c) Customer hereby instructs ATS to Process Customer Personal Data and, in particular, to transfer Customer Personal Data to any country or territory as reasonably necessary for the provision of ATS Services in accordance with the Data Usage Agreement and this DPA.

d) ATS's obligations in this DPA shall also extend to Authorized Affiliates, provided that (i) only Customer can communicate any additional Processing instructions pursuant to this section 4; (ii) all acts and/or omissions by an Authorized Affiliate with respect to Customer's obligations in this DPA shall be considered the acts and/or omissions of Customer; and (iii) any claims by an Authorized Affiliate against ATS in relation to this DPA must be brought by Customer directly against ATS on behalf of such Authorized Affiliate.

### 5. **Obligations and Legal Status of Customer as Controller**

a) Customer is responsible for obtaining all consents, permissions and rights necessary under Data Protection Laws for ATS to lawfully Process Customer Personal Data to provide the ATS Services.

b) As between the Parties, Customer is and remains the owner of Customer Personal Data and the holder of all rights relating to Customer Personal Data.

### 6. **Security of Processing**

a) ATS takes appropriate technical and organizational measures to ensure an adequate level of protection for Customer Personal Data corresponding to the risk of the respective Processing. Such measures are in consideration of the state of the art, implementation costs and the type, scope, circumstances, and aims of the Processing as well as the varying likelihood and severity of risk to the rights and freedoms of Data Subjects.

b) Customer has assessed the security measures offered by ATS to meet the standards required by Data Protection Laws as of the Effective Date. Such technical and organizational measures are specified in the Data Usage Agreement and ATS will maintain those (or effectively similar) measures during the term of the Agreement.

c) ATS shall ensure that any person who is authorized by ATS to Process Customer Personal Data shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

### 7. **Sub-processors**

a) Customer hereby authorizes ATS to appoint Sub-processors in accordance with this section.

b) ATS can continue using those Sub-processors already engaged by ATS as of the Effective Date subject to ATS meeting the obligations set out in this section.

c) ATS shall make available to Customer a list of its Sub-processors and prior to engaging new Sub-processors,

ATS will notify Customer in advance. Customer is entitled to provide reasonable objections to any change notified by ATS within 21 days and for materially important reasons. If Customer fails to object to such change within such reasonable time, Customer is deemed to have consented to such change. Where a reasonable materially important basis for such objection exists and an amicable resolution fails, Customer, as its sole and exclusive remedy, may provide written notice to ATS terminating the Provisioning Documents with respect only to those aspects which cannot be provided by ATS without the use of the new Sub-processor. ATS will refund Customer any prepaid unused fees of such Provisioning Documents following the effective date of termination.

d) ATS (i) remains liable under this DPA for the acts and omissions of Sub-processors and (ii) will enter into written agreements with such Sub-processors containing data protection obligations not less protective than those in this DPA, and including Standard Contractual Clauses, to the extent applicable to the nature of the services provided by such Sub-processor.

#### 8. **Data Subject Requests**

a) If a Data Subject contacts ATS to exercise the Data Subject's rights regarding Customer Personal Data as permitted under Data Protection Laws ("**Data Subject Request(s)**") and that the requestor identifies as originating from Customer, ATS will not respond to such request but will instead forward such request to Customer without undue delay.

b) If a Data Subject has a right to data portability (per the applicable Data Protection Laws and EU Data Act) with respect to Customer Personal Data, ATS will ensure that Customer can obtain such data in a structured, common and machine-readable format.

#### 9. **Data Breach**

a) ATS will inform Customer of any Personal Data Breach without undue delay and, in any event, so as to facilitate the Parties' compliance with Data Protection Laws (such as notification timelines set by Article 33 (1) GDPR). ATS shall notify Customer, to the extent known about the nature of the Personal Data Breach, the identities, categories and the number of Data Subjects affected, and the number of data sets affected.

b) ATS will without undue delay take all necessary and reasonable measures to mitigate or contain the Personal Data Breach. ATS will inform Customer as soon as reasonably possible about such measures and keep Customer informed as reasonably practicable.

#### 10. **Return and deletion of Customer Personal Data**

a) ATS is prohibited from actively Processing Customer Personal Data after termination of the Data Usage Agreement.

b) At the choice and request of Customer, all Customer Personal Data must be either deleted (or otherwise obliterated such that it cannot be recovered or reconstructed) or returned to Customer within a reasonable time after Customer request.

c) ATS may retain Customer Personal Data to the extent required by Data Protection Laws and only to the extent and for such period as required by such Data Protection Laws.

#### 11. **Cross Border Data Transfers Mechanism.**

Where both Parties agree that Personal Data shall be transferred to an inadequate country as defined under applicable Data Protection Laws for the purposes of ATS providing support to Customer, the Parties shall enter into the appropriate cross border transfer agreements (e.g. Standard Contractual Clauses, IDTA).

#### 12. **Other ATS Obligations**

a) If Customer is required to provide information to a data protection authority or to otherwise cooperate with a public authority, relating to Processing of Customer Personal Data, ATS will support Customer by providing such information reasonably available to it or otherwise reasonably cooperating with Customer, including as such information relates to technical and organizational measures taken in line with Article 32 GDPR.

b) To the extent necessary and reasonable, ATS will support Customer by providing reasonably requested information regarding the ATS Services to enable Customer to carry out data protection impact assessments or consultation (if applicable) with data protection authorities as required by Data Protection Laws.

c) ATS will upon reasonable request make available to Customer all information reasonably necessary to demonstrate compliance with this DPA and will allow for and contribute to audits by Customer in relation to the Processing of Customer Personal Data. ATS will not unreasonably withhold or delay agreement to an auditor selected by Customer. Audits will be subject to customary confidentiality undertakings or professional duty of

confidentiality. Customer will give ATS reasonable notice of any audit or inspection and will take (and ensure that auditors take) all reasonable endeavors to minimize disruption to ATS's business, including e.g. carrying out the audits during normal business hours. The audit and any information arising therefrom shall be considered ATS's Confidential Information and may only be shared with a third-party with ATS's prior written agreement. All costs and expenses arising from audits are borne by Customer

13. **Relationship to Main Agreement**

a) This DPA shall replace and supersede any existing data processing addendum, attachment, exhibit or standard contractual clauses that ATS and Customer may have previously entered into in connection with the ATS Services. This DPA is subject to the governing law and jurisdiction provisions in the Data Usage Agreement unless and to the extent required otherwise by Data Protection Laws.

b) Each party and each of its Affiliates' liability, taken in the aggregate, arising out of or related to this DPA (including the Standard Contractual Clauses and IDTA where applicable), whether in contract, tort or under any other theory of liability, are subject to the limitations and exclusions of liability set out in the Data Usage Agreement. In no event will either party's liability be limited with respect to any Data Subject's data protection rights under this DPA (including the Standard Contractual Clauses and IDTA).