

UReality™ Virtual Training Terms

These UReality™ Virtual Training Terms shall be considered Product-Specific Terms pursuant to the ATS Digital Terms. These UReality™ Virtual Training Terms set out additional terms and conditions for the Customer's subscription to the UReality™ Virtual Training Platform License, as further described in the Documentation and amend and supplement the ATS Digital Terms, and form, together with the ATS Digital Terms the Agreement between the ATS entity listed on the Order Form that incorporates these UReality™ Virtual Training Terms, and the Customer listed on the Order Form.

1. Definitions

Any capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the ATS Digital Terms.

- 1.1 **“Authorized Agent”** means an individual who requires access to the Offering in support of Customer's permitted use as consultant, agent, or in fulfillment of a contract with Customer.
 - 1.2 **“Concurrent User License”** means that access to the UReality™ Virtual Training Platform, at any given moment is limited to the maximum number of Users in the Territory as indicated in the Order Form.
 - 1.3 **“Named User License”** means that access to the UReality™ Virtual Training Platform is limited to named Users up to the maximum number of Users indicated in the Order Form. Unless specified otherwise in the Order Form, it may be used only by a single named Authorized User.
 - 1.4 **“Node-Locked License”** means that the use of the UReality™ Virtual Training Platform is restricted to a single workstation or device specified by Customer, and may include a lock to the applicable hardware device or a dongle to manage this restriction.
 - 1.5 **“On-Premise Single Instance”** means that the UReality™ Virtual Training Platform is installed, hosted and operated by the Customer, either on the Customer's infrastructure at the Customer's facility, or within their own cloud environment. An On-Premise Single Instance shall be considered Software pursuant to the ATS Digital Terms.
 - 1.6 **“SaaS Single Instance”** means that the license to the UReality™ Virtual Training Platform is granted hereunder as a web-based software as a service, operated and hosted by ATS. A SaaS Single Instance shall be considered a Service pursuant to the ATS Digital Terms.
 - 1.7 **“Territory”** means the geographic area specified in ATS's Proposal where Customer is licensed to use the Services. If not specified on the quotation nor elsewhere in the Agreement, the Territory shall be the country in which Customer has its principal place of business.
 - 1.8 **“User”** means employees or of the Customer or Authorized Agents that are granted a user license by the Customer to use the Services pursuant to this Agreement
 - 1.9 **“UReality™ Virtual Training Platform”** means ATS' training software, provided either as an On-Premise Single Instance or a SaaS Single Instance.
- 1.1 **Use of the UReality™ Virtual Training Platform.** Notwithstanding Section 3.1 and 3.3 of the Digital Terms and unless otherwise defined in the Entitlements, each Offering may be accessed and used only by the number of Users as defined in the Entitlement in the Territory, solely for internal training purposes in accordance with and subject to the restrictions of the respective license and use type. Customer's use of and license to the UReality™ Virtual Training Platform is limited to a single, specified server instance either as an

On-Premise Single Instance or a SaaS Single Instance. A license to the UReality™ Virtual Training Platform requires the additional purchase of at least one of a Named User License, Concurrent User License or a Node-Locked License. The relevant license and use type and quantity shall be set out in the Order Form. Customer remains responsible for and shall defend, indemnify and hold harmless ATS for all activity that occurs on its instance of the UReality™ Virtual Training Platform.

- 1.2 **On-Premise Single Instance.** The On-Premise Single Instance shall be enabled via a time-limited license file. Installation of the license file is the Customer's sole responsibility, provided that, if agreed pursuant to the Order Form, installation may be performed by ATS remotely or on site, subject to ATS' then-current standard rates. Customer will reimburse ATS for reasonable travel and lodging expenses as pre-approved and incurred. Upon expiration of the Subscription Term, the On-Premise Single Instance shall continue to operate for a period of two (2) months to allow for administrative renewal (the "**Grace Period**"). During the Grace Period, the On-Premise SLA set forth herein at Appendix "C" shall only apply at ATS' sole discretion. During the Grace Period, the On-Premise Single Instance shall be considered a No-Charge Offering pursuant to the ATS Digital Terms and ATS provides no warranty and assumes no liability for such On-Premise Single Instance. If the parties do not enter into an agreement to renew the license to the On-Premise Single Instance by the expiration of the Grace Period, the On-Premise Single Instance will cease to function until a valid license file is provided by ATS and applied. Upon renewal of the Subscription Term, ATS shall provide an updated time-limited license file for the renewed Subscription Term.
- 1.3 **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 the 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. 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.
- 1.4 **Customer-Specific Content.** Notwithstanding Section 5.7 of the ATS Digital Terms, ATS may create, develop, and deliver content, documentation, reports, or other materials specifically and solely for Customer under this Agreement ("**Customer-Specific Content**"). Such Customer-Specific Content shall be deemed a "work made for hire" under applicable copyright law, and Customer shall be considered the author and exclusive owner of all rights, title, and interest therein. In the event any Customer-Specific Content does not qualify as a "work made for hire," ATS hereby irrevocably assigns, transfers, and conveys to Customer all rights, title, and interest in and to such Customer-Specific Content, including all intellectual property rights therein, without additional consideration beyond the fees paid under this Agreement. Notwithstanding the foregoing, ATS retains all rights in its pre-existing materials, software, tools, methodologies, and know-how ("**ATS Materials**"). Customer is granted a non-exclusive, non-transferable license to use ATS Materials solely as incorporated into the Customer-Specific Content for Customer's internal training purposes solely in accordance with the Documentation and this Agreement. ATS shall execute and deliver any documents and take any actions reasonably necessary to effectuate the foregoing assignment upon Customer's request. The scope of the Customer-Specific Content and any applicable, fees, dependencies and other technical specifications or related information shall be as set forth in a separate statement of work ("**SOW**") executed by both parties or as set forth in or attached to the applicable Order Form. Customer shall pay ATS at the rates set forth in the applicable Order Form or SOW (or, if not specified, at ATS' then-current standard rates). Customer will reimburse ATS for reasonable travel and lodging expenses as pre-approved and incurred.
- 1.5 **Third Party and Open Source.** The UReality™ Virtual Training Platform may include or be distributed with components licensed under open source or third-party terms (the "**Open Source Materials**"). ATS shall disclose all Open Source Materials included in the UReality™ Virtual Training Platform, together with the applicable licence names and version numbers, copyright notices, and hyperlinks or references to the full text of the applicable licences in a human-readable plain-text file titled "README-OSS.txt" (or substantially similar) upon Customer's request. If there is a conflict between the terms of the applicable open source licence and this Agreement with respect to the Open Source Materials, the open source licence shall govern solely to the extent of the conflict.
- 1.6 **Updates to the Agreement.** ATS reserves the right to modify these UReality™ Virtual Training 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 UReality™ Virtual Training 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.

- 1.7 **Data Privacy.** To the extent that the UReality™ Virtual Training Platform is deployed as a SaaS Single Instance, the sub-processors listed at Appendix “A” shall apply.
- 1.8 **Service Level Agreements.** To the extent that the UReality™ Virtual Training Platform is deployed as an SaaS Single Instance, ATS will comply with the applicable service level requirements as determined by the Entitlements as set forth in Appendix “B” during the Subscription Term. To the extent that the UReality™ Virtual Training Platform is deployed as an On-Premise Single Instance, ATS will comply with the applicable service level requirements as determined by the Entitlements as set forth in Appendix “C” during the Subscription Term.

Appendix "A"

List of Sub processors

Entities engaged in storage / hosting of content

Entity Name, registered address and contact	Data Center Location	Transfer Safeguards in case of Restricted Transfers
Microsoft Ireland Operations Limited One Microsoft Place South County Business Park Leopardstown Dublin 18 Ireland	West Europe – Netherlands (Primary locations: Amsterdam area)	Data Processing Agreement with Standard Contractual Clauses Transfer Impact Assessment

Appendix "B"

Service Level Agreement – SaaS Single Instance

1. Purpose and Scope

This Service Level Agreement – SaaS Single Instance ("**SaaS SLA**") sets forth the maintenance and support services provided for the SaaS Single Instance of the UReality™ Virtual Training Platform during the Subscription Term.

2. Scope of Maintenance Services

During the Subscription Term, ATS shall provide the following services ("**Maintenance Services**") for the current version of the UReality™ Virtual Training Platform, provided that all fees owing by the Customer have been fully paid, and subject to the Exclusions and Customer Responsibilities:

- Corrective maintenance for issues or bugs that can be consistently replicated under specific conditions, allowing it to be observed and verified by ATS (a "**Reproducible Defect**");
- Security patches for vulnerabilities, weaknesses or flaws that could be exploited to compromise the security of the SaaS Single Instance; and
- Updates (as defined hereunder).

3. Excluded Services

The following services are explicitly excluded from this SLA, but may be provided by ATS solely to the extent agreed in writing, either in the Order Form or pursuant to a separate statement of work, on a on a time and material basis, billed at ATS' then-current rates, plus pre-approved and incurred expenses ("**T&M Basis**").

- Operation, availability, performance, or recovery of Customer infrastructure
- Operating systems, virtualization layers, networking, storage, backups, or identity systems
- Third-party software, hardware, or integrations
- Issues caused by misconfiguration, misuse, unsupported platforms, or unauthorized modifications or configurations
- On-site interventions
- Custom procedures or documentation
- Extended or after-hours support
- Deployment procedures, rollback guidance, and technical assistance.

4. New Version Releases

ATS shall operate the SaaS Single Instance on the current production version and deliver updates centrally, incorporating new features, enhancements, bug fixes or security updates (an "**Update**"). Update number, timing and content shall be determined at ATS' sole discretion.

5. Service Availability

During the Subscription Term, ATS shall maintain a monthly System Availability target of 99.6% per calendar month, calculated as follows:

$$\text{System Availability (\%)} = (1 - \text{Total Downtime} / \text{Total Scheduled Uptime}) \times 100$$

"**Excluded Availability**" means time that the SaaS Single Instance was not available due to scheduled maintenance communicated to Customer in advance; emergency maintenance required to protect security or service integrity; downtime caused by attributable to acts or omissions of Customer, third party systems, networks or integrations; events outside ATS' reasonable control; and suspension in accordance with the Agreement.

"**Total Downtime**" is the cumulative duration (in minutes) when the SaaS Single Instance was inaccessible to Customer and core training functionality could not be used by Users minus Excluded Availability.

"**Total Scheduled Uptime**" is the total number of minutes in the calendar month that the system is reachable by Customer and core training functionality can be accessed by Users, minus Excluded Availability

6. Service Level Credits

In the event that the System Availability target is not met, ATS shall pay to Customer a service level credit calculated at the rate of 15% of the monthly fees payable by Users impacted by such System Availability failure. Credits are applied against future invoices and are the exclusive contractual remedy for ATS' failure to meet the System Availability target, subject to the conditions and limits set forth in this SLA.

7. Disaster Recovery & Business Continuity

The parties hereby agree and acknowledge that, given the non-mission-critical nature of training workloads, the base SaaS Single Instance is designed without built-in high-availability clustering. It relies on the hyperscaler infrastructure, regular backups, and defined internal recovery procedures.

8. Support Services and Service Levels

The severity of a Reproducible Defect shall be reasonably determined by ATS based on the following severity level definitions:

- **Blocking Anomaly (Severity 1)** shall mean a Reproducible Defect that prevents access to the SaaS Single Instance or essential functionality, forces significant reduction or stoppage of use, compromises or reasonably could compromise data security, or has a critical impact on Customer's business operations
- **Major Anomaly (Severity 2)** shall mean a Reproducible Defect that impacts non-essential functionality, causes a moderate impact on Customer's business operations and a workaround exists.
- **Minor Anomaly (Severity 3)** shall mean a Reproducible Defect with limited or negligible operational impact, does not materially affect Customer's operations and may require assistance or correction in a future release.

9. Support Hours and Channels

ATS shall provide Maintenance Services from Monday–Friday, 09:00–17:00 CET, excluding public holidays. Maintenance Services shall be provided via the designated support email or through a ticketing system provided to Customer. To the extent that Customer identifies a Reproducible Defect, Customer shall provide notice of such Reproducible Defects along with documented clear steps to reproduce, including logs, and environment and configuration details to facilitate diagnosis and resolution.

10. Response and Resolution Targets

"**Response Time**" means the time within which ATS shall acknowledge notification of the Reproducible Defect, and initiate an investigation into such Reproducible Defect, subject to the support hours set forth above in Section 9.

ATS shall respond to notifications of Reproducible Defects within the time frames specified below. Response and restoration times are targets and not guarantees. Failure to meet a response or restoration does not, in itself constitute a breach of this SLA. ATS shall not be responsible for any delays caused by missing information, unavailable access, Customer's unresponsiveness or communications delays of Customer.

Severity Levels	Target Response Time	Target Restoration / Workaround	Target Final Resolution
Severity 1 – Blocking	≤ 4 hours	≤ 24 hours	As soon as reasonably possible
Severity 2 – Major	≤ 1 business day	≤ 5 business days	Next Update or earlier if feasible
Severity 3 – Minor	≤ 3 business days	Not applicable	Next Update

11. Customer Responsibilities

Customer shall be solely responsible for the following:

- operating and maintaining all infrastructure required for the SaaS Single Instance;
- ensuring compatibility with ATS system requirements;
- maintaining backups, business continuity, and disaster recovery plans;

- providing secure remote and on-site access to ATS for Maintenance Services when required;
- assigning qualified technical contacts for incident handling and communication with ATS.

ATS shall not be responsible for any delays hereunder or for providing Maintenance Services for Reproducible Defects to the extent caused by Customer's failure to provide any of the Customer Responsibilities outlined above.

Appendix "C"

Service Level Agreement – On-Premise Single Instance

1. Purpose and Scope

This Service Level Agreement – On-Premise Single Instance ("**On-Premise SLA**") sets forth the maintenance and support services provided for the On-Premise Single Instance of the UReality™ Virtual Training Platform during the Subscription Term.

2. Scope of Maintenance Services

During the Subscription Term, ATS shall provide the following services ("**Maintenance Services**") for Supported Software Versions (as defined herein at Section 6), provided that all fees owing by the Customer have been fully paid, and subject to the Exclusions, Customer Responsibilities, Preconditions and Version Support Policy:

- Corrective maintenance for issues or bugs that can be consistently replicated under specific conditions, allowing it to be observed and verified by ATS (a "**Reproducible Defect**");
- Security patches for vulnerabilities, weaknesses or flaws that could be exploited to compromise the security of the On-Premised Single Instance; and
- New Version Releases (as defined hereunder).

3. Excluded Services

The following services are explicitly excluded from this On-Premise SLA, but may be provided by ATS solely to the extent agreed in writing, either in the Order Form or pursuant to a separate statement of work, on a on a time and material basis, billed at ATS' then-current rates, plus pre-approved and incurred expenses ("**T&M Basis**").

- Operation, availability, performance, or recovery of Customer infrastructure
- Operating systems, virtualization layers, networking, storage, backups, or identity systems
- Third-party software, hardware, or integrations
- Issues caused by misconfiguration, misuse, unsupported platforms, or unauthorized modifications or configurations
- On-site interventions
- Custom procedures or documentation
- Extended or after-hours support
- Deployment procedures, rollback guidance, and technical assistance.

4. New Version Releases

ATS may provide up to two (2) planned updated versions of the On-Premise Single Instance per year, incorporating new features, enhancements, bug fixes or security updates (a "**New Version Release**"). New Version Release number, timing and content shall be determined at ATS' sole discretion. New Version Releases shall be delivered to the Customer as installable on-premise packages with accompanying documentation. Customer shall be responsible for the deployment of New Version Releases in the Customer environment, provided that remote or on-site deployment assistance by ATS may be available solely to the extent agreed in writing, either in the Order Form or pursuant to a separate statement of work, on a T&M Basis. ATS will use commercially reasonable efforts to ensure that New Version Releases do not introduce functional regressions within Supported Software Versions.

6. Supported Software Versions

At any time, ATS shall support two (2) versions of the On-Premise Single Instance: (1) the current version (N); and (2) the previous version (N-1) (each, a "**Supported Software Version**"). When ATS provides a New Version Release, ATS shall continue to support the version that is two iterations behind the current version (**N-2**) for a period of ninety (90) calendar days (the "**Sunset Period**") unless otherwise stated. Following such Sunset Period, all support for the N-2 version shall terminate. To continue receiving Maintenance Services, the Customer must remain on a Supported Software Version, and upgrade to the New Version Release when provided.

7. Support Services and Service Levels

The severity of a Reproducible Defect shall be reasonably determined by ATS based on the following severity level definitions:

- **Blocking Anomaly (Severity 1)** shall mean a Reproducible Defect that prevents access to the On-Premise Single Instance or essential functionality, forces significant reduction or stoppage of use, compromises or reasonably could compromise data security, or has a critical impact on Customer's business operations.
- **Major Anomaly (Severity 2)** shall mean a Reproducible Defect that impacts non-essential functionality, causes a moderate impact on Customer's business operations, and a workaround exists
- **Minor Anomaly (Severity 3)** shall mean a Reproducible Defect with limited or negligible operational impact, does not materially affect operations, and may require assistance or correction in a future release.

Illustrative, non-binding severity level examples are provided at Annex 1, attached hereto.

8. Support Hours and Channels

ATS shall provide Maintenance Services from Monday–Friday, 09:00–17:00 CET, excluding public holidays. Maintenance Services shall be provided via the designated support email or through a ticketing system provided to the Customer. To the extent that the Customer identifies a Reproducible Defect, Customer shall provide notice of such Reproducible Defects along with documented clear steps to reproduce, including logs, and environment and configuration details to facilitate diagnosis and resolution.

9. Response and Resolution targets

“**Response Time**” means the time within which ATS shall acknowledge notification of the Reproducible Defect, and initiate an investigation into such Reproducible Defect, subject to the support hours set forth above in Section 8.

ATS shall respond to notifications of Reproducible Defects within the time frames specified below. Response and restoration times are targets and not guarantees. Failure to meet a response or restoration does not, in itself constitute a breach of this On-Premise SLA. ATS shall not be responsible for any delays caused by missing information, unavailable access, Customer's systems or unresponsiveness or communications delays of Customer.

Severity Levels	Target Response Time	Target Restoration / Workaround	Target Final Resolution
Severity 1 – Blocking	≤ 4 hours	≤ 24 hours	As soon as reasonably possible
Severity 2 – Major	≤ 1 business day	≤ 5 business days	Next maintenance release or earlier if feasible
Severity 3 – Minor	≤ 3 business days	Not applicable	Next planned release

10. Customer responsibilities

Customer shall be solely responsible for the following:

- operating and maintaining all infrastructure required for the On-Premise Single Instance;
- ensuring compatibility with ATS system requirements;
- maintaining backups, business continuity, and disaster recovery plans;
- providing secure remote and on-site access to ATS for Maintenance Services when required;
- ensuring timely upgrades to Supported Software Versions; and
- assigning qualified technical contacts for incident handling and communication with ATS.

ATS shall not be responsible for any delays hereunder or for providing Maintenance Services for Reproducible Defects to the extent caused by Customer's failure to provide any Customer Dependency.

Annex 1 – Severity examples (illustrative, non-binding)

- **Severity 1:** Software does not start; authentication unavailable; core training execution blocked
- **Severity 2:** Performance degradation; non-essential module unavailable
- **Severity 3:** User interface inconsistencies; cosmetic issues; documentation errors