

SOFTWARE LICENSE AGREEMENT

Your use of the Software (as defined below) is based on the software license and other terms and conditions in effect for the software and associated equipment at the time of purchase. This software license agreement ("**Software Terms**") is formed between ATS Corporation ("**Software Provider**") and the applicable corporation or entity ("**Customer**").

1. Software.

(a) Application of Software Terms. In the event of any conflict or inconsistency between the terms of an agreement between the Customer and the Commercial Provider and these Software Terms, these Software Terms shall take precedence. *The United Nations Convention on Contracts for the International Sale of Goods* is expressly disclaimed and does not apply to these Software Terms.

(b) Definitions. In these Software Terms:

Software means Software Provider's machine-system software that communicates with multiple machines, as more particularly described in the Documentation, referred to as Illuminate software.

Commercial Provider means ATS Corporation, unless the Software is intended to be used with automation equipment provided by an affiliate of ATS Corporation, in which case means the affiliate of ATS Corporation.

Data Source means with respect to a specific line, both the mechanical/electrical components forming part of that line and the human interface, that create data and are able to provide such data to the Software for or in relation to key performance indicators, statistical analysis, and/or reporting. Data Sources include PLCs, computers, manual entry, and automation devices.

Documentation means the documentation that sets out the features, functionality, and technical specifications for the Software, and documentation that explains the use and operation of the Software as found for example in the help section available within the Software.

Feedback means all feedback, ideas, comments, and suggestions submitted by Customer to Software Provider and/or Commercial Provider or any of its affiliates or representatives, concerning the Software, or part thereof.

Services Data has the meaning in the Software Provider's Data Policy as attached hereto as Appendix A.

Site means the single physical location at which the Software is installed.

Warranty Period means, if the Software is intended to be used with automation equipment provided by the Commercial Provider, the warranty period applicable to the automation equipment. Where no automation equipment is provided, Warranty Period means period of twelve (12) months from the date of Software installation.

2. Software Licenses, Intellectual Property and Data.

(a) License. Software Provider grants to Customer a limited, non-transferable and non-exclusive license to use the Software in the country in which the Software was delivered and in machine readable form. The foregoing license(s) may be terminated by Software Provider in the event of any breach of the Software Terms by Customer, and is otherwise perpetual upon payment of the associated license fee. No rights to access or use Software source code are granted to Customer. Documentation supplied or made available may be used solely to install, operate, maintain and support the Software for Customer's internal business use and operations. Software licenses shall commence upon the installation of the Software.

(b) Restrictions. Customer: (i) may only use the Software for its internal use on the specific computer systems in which it is embedded or installed, or for which the Software was originally licensed; (ii) shall not gain access to, modify, change, alter or adapt the Software, or any portion thereof, or do anything or permit anything to be done, whether by way of reverse engineering, decoding, decompiling, disassembling, or anything else that is intended to discover the source code, confidential information or trade secrets inherent in the Software; (iii) shall not remove or alter any patent, trade-mark, copyright or confidential information notices, or any other notice of ownership included in the Software; (iv) shall not sell, assign, transfer, rent, lease, sublicense, export or lend the Software or documentation, or any portions or copy thereof, to any third party or allow any third party to gain access to the Software or any portion or copy thereof; (v) shall not permit the Software to be subject to any timesharing, service bureau, subscription service or rental activities; (vi) shall not create derivative works of the Software or make any attempt to do so; (vii) shall not copy, use or disclose the Software in any manner or for any reason whatsoever other than as expressly permitted herein; (viii) shall not contest the validity of any of the Software Provider's intellectual property rights in and to the Software; (ix) shall not, except with the prior written consent of Software Provider, make any report (whether written, oral or otherwise) concerning its evaluation or use of Software or any automation equipment to any third party nor disclose the results of any benchmark test; and (x) shall not, except with the prior written consent of the Software Provider, publicly distribute, or permit the public distribution, of any images, video or other depictions of Customer's use or operation of the Software. Customer acknowledges that the Software contains (or may in the future contain) certain features and functionality that enables the Software Provider or its affiliates to monitor and audit certain aspects of Customer's use of the Software in order to ensure Customer's compliance with its use of the Software in accordance with the terms hereof. In the event that any audit conducted pursuant to this section sufficiently evidences Customer's non-compliance hereunder, Customer shall forthwith remedy such non-compliance if it is capable of being remedied and in the event that such audit establishes that any amounts are owing by Customer, such amounts will be due and payable within thirty (30) days from the date of discovery.

(c) Ownership. Customer agrees that: (i) the Software is proprietary to, and includes confidential trade secrets and material of Software Provider and its licensors; (ii) that all right, title and interest in and to the Software, including all intellectual property rights, and all modifications, updates and enhancements are and shall remain with Software Provider its licensors, except the right to collect license fees, which shall remain with the Commercial Provider. Neither these Software Terms nor any other agreement conveys to Customer any interest, including any intellectual property rights, in or to the Software. Software Provider reserves all rights to the Software that are not expressly granted in these Software Terms.

(d) Feedback. Submission of Feedback to Software Provider and/or Commercial Provider is voluntary. Notwithstanding any other provision of these Software Terms or any other agreement, Feedback is subject to the following terms: (i) Software Provider may use such Feedback and incorporate it in Software Provider'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 Software Provider all of Customer's rights in and to Feedback and will cause its representatives to assign all of such persons' rights to Software Provider and to waive all moral or similar rights that its representatives have to Software Provider. 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.

- (e) Third Party Software. The Software may include "open source" software that is subject to "open source" or "free software" licenses ("Open Source Software") and to the extent included in the Software the license granted in Section 2(a) of these Software Terms includes a right to use such Open Source Software in accordance with these Software Terms. Nothing in these Software Terms limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable Open Source Software license.
- (f) Software Support and Maintenance. Except as expressly set out herein or under a separate support agreement, neither Software Provider nor Commercial Provider is obligated to provide maintenance or support for the Software.
- (g) Data. Customer shall own all of Customer's data, and Customer agrees that any data communicated between Customer and Software Provider using the Software shall be governed by Software Provider's Data Policy and GDPR Annex Customer agrees that, upon termination of these Software Terms, neither Software Provider nor Commercial Provider shall have any obligation to provide data to Customer, and that the provisions of data by Software Provider after termination of these Software Terms shall be at the discretion of Software Provider and subject to the payment of Software Provider's then-current rates for the provision of data.
- (h) Relief. Customer acknowledges that damages may not be an adequate remedy for a breach of these Software Terms or a breach or misappropriation of Software Provider's (or its or its third-party licensors') intellectual property rights. Customer shall not, and nothing in these Software Terms, shall interfere with, delay, obstruct, or prevent Software Provider from taking, or require Software Provider to take, any steps prior to taking action to seek an interim and interlocutory equitable remedy on notice or ex parte to enforce any provision herein to protect its rights concerning the Software or other intellectual or proprietary rights. Any such relief or remedy shall not be exclusive, but shall be in addition to all other available legal or equitable remedies. Customer agrees that the provisions of this Section are fair and reasonable in the commercial circumstances of these Software Terms.
- (i) Law. Customer acknowledges that the Software 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 Software and Products.
- (j) Termination. Software Provider may terminate these Software Terms: (a) effective immediately if Customer becomes insolvent or bankrupt; or (b) effective fifteen (15) calendar days after written notice is given by Software Provider to Customer if Customer fails to comply with these Software Terms, including payment of all applicable fees, and does not remedy such failure within such fifteen (15) calendar day notice period. Upon termination of these Software Terms, Customer shall cease using the Software. Concurrent with such termination, Customer shall certify in writing to Software Provider or Commercial Provider that it has complied with the termination provisions set forth in these Software Terms. Termination of these Software Terms shall not relieve Customer of its obligation to pay all fees incurred prior to such termination, shall not entitle Customer to a refund on any fees paid, and shall not limit Software Provider from pursuing any other remedies available to it.

3. Risk Management Software Terms. Notwithstanding any other term or condition of these Software Terms:

- (a) Warranty. Software Provider warrants that, during the Warranty Period, the Software will operate and function in material compliance with the Documentation applicable to the Software. In the event of a breach of the foregoing Software warranty, Software Provider ensure that Commercial Provider will provide remote software support services, which shall be Customer's sole and exclusive remedy. The foregoing warranty is void if (i) Customer moves the software (e.g. reinstalls) to a different computer without the support/assistance of Software Provider or Commercial Provider; (ii) Customer modifies the Software other than as authorized by the Software Provider; and/or (iii) if Customer fails to install any updates to the Software provided by Software Provider.
- (b) Disclaimer and Risk of Use. EXCEPT AS SET OUT IN SECTION 3(A), THE SOFTWARE IS PROVIDED TO CUSTOMER ON AN "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND SOFTWARE PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS CONCERNING THE SOFTWARE OR ITS USE, WHETHER EXPRESS OR IMPLIED OR STATUTORY OR OTHERWISE ARISING IN LAW (INCLUDING DURING THE COURSE OF DEALING, USAGE OR TRADE) AND WHETHER ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF (I) DESIGN, (II) MERCHANTABILITY, (III) FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING HIGH RISK ACTIVITIES, (IV) NON-INFRINGEMENT, (V) PERFORMANCE, INCLUDING THAT THE SOFTWARE IS ERROR FREE, VIRUS FREE OR SECURE, OR THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED, AND (VI) COMPLIANCE WITH STANDARDS OR LAWS. CUSTOMER CONFIRMS THAT IT HAS THE SOLE RESPONSIBILITY FOR ALL USE OF THE SOFTWARE AND FOR ALL DECISIONS TAKEN FROM SUCH USE. CUSTOMER ASSUMES ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM CUSTOMER'S USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE AND CUSTOMER AGREES TO INDEMNIFY AND HOLD THE SOFTWARE PROVIDER PARTIES HARMLESS FROM ALL THIRD-PARTY CLAIMS, AND ALL LIABILITIES, LOSSES AND DAMAGES, THAT RESULT FROM OR ARISE OUT OF CUSTOMER'S USE OF THE SOFTWARE.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY CUSTOMER RIGHTS THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

- (c) Customer Responsibility. Customer acknowledges and agrees that the Software has not been developed to meet its specific requirements and that it is accordingly Customer's sole responsibility to ensure that the capabilities and functions of the Software meet Customer's requirements.
- (d) Indirect Damages. SOFTWARE PROVIDER AND ITS AFFILIATES AND THEIR RESPECTIVE CONTRACTORS, LICENSORS AND AGENTS AND ALL SUCH PERSON'S OFFICERS, DIRECTORS AND EMPLOYEES ("**SOFTWARE PROVIDER 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 SOFTWARE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (e) Limitation. THE SOFTWARE PROVIDER PARTIES' TOTAL LIABILITY AND OBLIGATION TO CUSTOMER, IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH THE SOFTWARE AND THESE SOFTWARE TERMS, 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 SOFTWARE THAT IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Notwithstanding the foregoing limitation, in the event that the Software does not otherwise operate in accordance with the requirements of the Documentation, or has any other operational defect, limitation, failure or deficiency, Customer's sole and exclusive rights and remedies under these Software Terms shall be Software Provider's obligations under Section 3(a).

APPENDIX A: DATA POLICY

This data policy ("**Data Policy**") is deemed attached to and forms part of the Software Terms.

1. **Definitions.** Capitalized terms used in the Software Terms have the meanings given to them in the the Software Terms. In this Data Policy:

Anonymized Data means Services Data that has been de-identified, aggregated or anonymized and any data generated or derived by Software Provider that does not identify Customer or any user, either directly or indirectly.

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 communicated or uploaded by either Customer or the automation equipment to Software Provider.

Personal Data means means any information relating to an identified or identifiable natural person. 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 Software Provider's analysis or processing of Customer Data, including data specific to Customer that is generated by the Software or Software Provider in performing services or providing support to the Customer.

2. **License.** To the extent that Customer Data is communicated by the Software and/or automation equipment directly or indirectly to Software Provider or its Hosting Provider (as defined below), Customer hereby grants to Software Provider 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, perform its obligations under the Software Terms 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 Software Provider 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**"). Customer agrees to indemnify and hold the Software Provider Parties harmless from all third party claims, and all liabilities, losses and damages that result from or arise out Software Provider's use of the Customer Data as authorized herein.
3. **Data Ownership.** Subject to the licenses granted herein, Software Provider 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 Software Provider.
4. **Compliance.** Customer, as the data controller, is responsible for complying with all applicable laws and is solely responsible to obtain, and represents and warrants to Software Provider that it has or shall obtain all necessary consents (including all consents that are required under applicable privacy and data protection laws) to provide Customer Data to Software Provider for use, storage, processing, disclosure, disposal and hosting, in the course of the provision of the services in accordance with the Software Terms. As a processor of Customer Data, Software Provider will store and process Customer Data for the purposes contemplated by the Software Terms. Except as expressly provided herein, Software Provider does not have any responsibility hereunder to ensure that Customer's policies or practices related to the collection, storage and processing of Customer Data are adequate or comply with any applicable law. Upon Customer's written direction, Software Provider will return or destroy Customer Data and/or Services Data (but may retain the Anonymized Data it has the right to use under Section 5). Customer acknowledges that in communicating Customer Data to Software Provider Customer Data and Services Data will 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. Software Provider 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 Software Provider's own systems. **For personal data originating in the European Union and governed by the EU General Data Protection Regulation (GDPR) refer the Annex I – GDPR Annex to the Data Policy.**
5. **Anonymized Data Use.** Software Provider 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 Software Provider 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 Software Provider may, in its sole discretion, choose. To the extent necessary in order to effect the foregoing rights, Customer hereby grants to Software Provider a non-exclusive, transferable, perpetual, irrevocable, worldwide and fully paid-up license to any Customer Data and Services Data included in the Anonymized Data.
6. **Support.** Software and/or automation equipment will be supported and serviced using Customer Data that is automatically collected by Software Provider from the Software and/or automation equipment via electronic transmission from the Software and/or automation equipment to Software Provider data processing facilities. To facilitate such electronic transmission, Customer is responsible for providing Software Provider with VPN access to the Product prior to final Software and/or automation equipment acceptance and throughout the Warranty Period and any period for which Customer desires to receive support services. Should Software Provider 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 Software Provider based on Software Provider's instruction. All such data will be transmitted in a secure manner specified by Software Provider.
7. **Versions.** Software Provider may revise this Data Policy at any time by posting a new version of the User Policy to Software Provider's website located at www.ats-service.com. A new User Policy version shall be effective on the date posted, and shall supersede any previous versions.

ANNEX I

GDPR Annex to the Data Policy

This Annex is entered into between the Software Provider and the Customer, as an attachment to the Data Policy.

1. Effect of this Annex

This Annex is an additional part of the Software Terms. This Annex and the Software Terms constitute one legal document. The terms of this Annex complete the terms of the Software Terms. In cases of contradiction between the terms of this Annex and the terms of the Software Terms, the terms of this Annex supersede.

2. General Data Protection Regulation (GDPR)

2.1 According to the provisions of Regulation (EU) 2016/679 that entered into force on the 25th of May 2018, **‘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.

2.2 For clarification purposes and for alignment with GDPR definitions, from now on, the Customer should be regarded as the Controller and the Software Provider should be regarded as the Processor, with the processing activity executed by the Software Provider on behalf of the Customer being concentrated in technical support and maintenance issues.

2.3 Considering the above, this Annex and consequently the Software Terms cover and simultaneously responds to the provision of Article 28 of the GDPR for a standing written agreement between the Controller and the Processor concerning personal data processing.

2.4 Furthermore, it is made clear that personal data processing executed by the Software Provider on behalf of the Customer, shall take place under the following conditions:

(i) The Software Provider, taking into account the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, shall implement appropriate technical and organizational measures for safeguard against risks and dangers.

(ii) The Software Provider ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(iii) Where applicable, the Software Provider shall assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the processor.

(iv) The Customer assumes all GDPR Controller obligations.

2.5 Any condition or provision regarding both parties’ rights and obligations under the GDPR not specifically mentioned in this Annex, shall still apply. Both parties state clearly their intent to observe the GDPR provisions in their totality.

2.6 Where both Parties agree that personal data shall be transferred to an inadequate country as defined under the GDPR for the purposes of Software Provider providing support to Customer, the Parties shall enter into the applicable EU Standard Contractual Clauses.