ENTERPRISE LICENCE TERMS

Wäg Enterprise Edition

Version 1.0 — published 10 October 2026. These terms take effect for orders accepted on or after that date. Every earlier version stays available at waeg.ai/legal/enterprise.

These terms apply when an organisation licenses the Wäg Enterprise Edition from **bitkaio Ltd**, a company incorporated in England and Wales with company number 17357791, whose registered office is at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom, trading as Wäg (**"Wäg"**). They apply in the same way whether the Customer buys directly from Wäg or through an authorised Wäg partner.

1. HOW THESE TERMS WORK

1.1 The **Customer** is the organisation named as licensee in an Order Form or, for an Evaluation Licence, the organisation to which Wäg issues the Licence Key. **No signature is required.** The Customer accepts these terms, and the Agreement is formed, on the first of the following to happen:

(a) the Customer places an order for the Enterprise Edition, including through Wäg's website or by accepting a quote;

(b) an authorised representative of the Customer confirms an Order Form in writing, including by email;

(c) the Customer orders through a Partner and does not object within 10 Business Days after Wäg sends it the licence confirmation described in clause 6.2;

(d) the Customer pays an invoice for the Fees; or

(e) the Customer uses the Enterprise Modules, including for evaluation, other than under a separate written design partner agreement.

1.2 **Version and record.** Each version of these terms carries a version number and a publication date, and Wäg keeps every earlier version available at waeg.ai/legal/enterprise. The version that applies is the one named in the Order Form or, if none is named, the version published on the date the Agreement is formed. Wäg sends the Customer a copy of that version as a PDF with the Order Form, licence confirmation or Licence Key, and that copy is the record of what the parties agreed.

1.3 The agreement between Wäg and the Customer (the **"Agreement"**) consists of these terms, each Order Form and, for an Evaluation Licence, the scope stated in the Licence Key. If they conflict, the Order Form prevails. Terms in any Customer purchase order, supplier portal or similar document do not apply, even if Wäg signs, accepts or acknowledges it for administrative purposes.

1.4 Wäg may publish updated versions of these terms. An updated version applies to the Customer only from the start of its next Subscription Term, and never during a Subscription Term already running. Wäg will notify the Customer of the change at least 60 days before that Subscription Term begins.

2. DEFINITIONS

In these terms:

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party, where control means direct or indirect ownership of more than 50% of the voting rights.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"Core" means the components of the Software that Wäg publishes under the Apache License 2.0.

"Deployment Environment" means a single, logically separate installation of the Software (for example production, staging or development) with its own configuration and data store, regardless of the number of instances, replicas or nodes it runs on.

"Documentation" means Wäg's published technical documentation for the Software.

"Enterprise Edition" means the Core together with the Enterprise Modules.

"Enterprise Modules" means the components of the Software that are not Core and that Wäg identifies as Enterprise Edition features, including identity integrations, long-retention audit capabilities, key-management hooks and white-label functions, as updated from time to time.

"Evaluation Licence" means a licence granted under clause 4.7, however Wäg describes it (including as a trial, pilot, proof-of-concept or test licence), and "Evaluation Period" has the meaning given in that clause.

"Fees" means the fees for the licence stated in the Order Form. An Evaluation Licence carries no Fees.

"Licence Key" means the key, file or other credential that Wäg issues to enable the Enterprise Modules, or particular Enterprise Module features, in specified Deployment Environments for a specified period.

"Licensed Deployments" means the number and type of Deployment Environments stated in the Order Form or, for an Evaluation Licence, in the Licence Key.

"Order Form" means the quote or invoice that Wäg issues to the Customer for the Enterprise Edition and that references these terms, or, for purchases through a Partner, the licence confirmation that Wäg issues to the Customer after accepting the Partner's order.

"Partner" means a reseller authorised by Wäg under a written partner agreement.

"Software" means the Wäg software, including all updates Wäg makes available under the Agreement, and the Documentation.

"Subscription Term" means the period stated in the Order Form and each renewal period or, for an Evaluation Licence, the Evaluation Period.

"Supported Version" means the current minor release of the Enterprise Edition and the two preceding minor releases. Wäg announces end-of-support dates at least 6 months in advance.

3. THE OPEN-SOURCE CORE

3.1 The Core is licensed under the Apache License 2.0. Nothing in the Agreement restricts any right the Customer has under that licence, and those rights are unaffected by the expiry or termination of the Agreement.

3.2 The Agreement adds a licence to the Enterprise Modules, updates, and the commitments in these terms.

4. LICENCE

4.1 During the Subscription Term, and subject to payment of the Fees, Wäg grants the Customer a non-exclusive, non-transferable (except under clause 20.1), non-sublicensable licence to install, run and use the Enterprise Modules, using the Licence Key Wäg issues, in the Licensed Deployments for the internal business purposes of the Customer and its Affiliates.

4.2 The Customer may copy the Software as reasonably necessary for backup, disaster recovery and failover. A passive or cold standby that does not serve traffic in normal operation is not a separate Deployment Environment.

4.3 Contractors and service providers may operate the Software on the Customer's behalf and for its internal purposes. The Customer is responsible for their compliance with the Agreement.

4.4 Unless the Order Form states otherwise, the Customer must not:

(a) sell, resell, sublicense, rent or distribute the Enterprise Modules;

(b) use the Enterprise Modules to provide a software-as-a-service, managed, hosted or gateway service to third parties that are not its Affiliates, or otherwise make the Enterprise Modules available to third parties, without a separate written agreement with Wäg;

(c) remove or alter any licence or proprietary notice in the Software;

(d) share, disclose, transfer or lend a Licence Key, or allow any person other than the Customer, its Affiliates and the persons permitted under clause 4.3 to use the Enterprise Modules or a Licence Key; or

(e) circumvent, disable or tamper with licence enforcement in the Software.

4.5 The Customer may modify the Enterprise Modules for its own internal use. Wäg's warranty and indemnity obligations do not apply to problems caused by such modifications.

4.6 All rights not expressly granted are reserved. Wäg and its licensors retain all intellectual property rights in the Software.

4.7 Evaluation Licence. Wäg may issue a Licence Key free of charge so that an organisation can evaluate the Enterprise Modules (an Evaluation Licence). No Order Form is needed: the Customer is the organisation to which Wäg issues the Licence Key, and the Deployment Environments, features and period of the evaluation (the "Evaluation Period") are those stated in or encoded in the Licence Key, whatever its length. The restrictions in clauses 4.4 and 5.3 and the Customer's obligations under clauses 14, 15 and 19 apply to an Evaluation Licence in full, and:

(a) the licence in clause 4.1 is granted for the Evaluation Period without Fees, solely to evaluate the Enterprise Modules for the Customer's possible purchase, and not for production use unless Wäg agrees otherwise in writing;

(b) the Evaluation Period does not renew automatically and may be extended only by Wäg issuing a further Licence Key; clauses 5.2, 7 and 8 do not apply;

(c) the Enterprise Modules are provided as they are; clauses 9.1, 11.2, 12 and 17 do not apply, and clause 10.1 applies only to the extent Wäg chooses to make updates available;

(d) subject to clause 13.1, Wäg's total aggregate liability under or in connection with the Evaluation Licence is limited to £1,000, instead of the amounts in clauses 13.3 and 13.4;

(e) clause 16 applies, except that Wäg will identify the Customer as an evaluator and not as a user of Wäg, and will not use the Customer's name or logo on its website until the Customer has used the Enterprise Modules for at least 30 days without opting out under clause 16.2;

(f) either party may end the Evaluation Licence at any time by written notice, and Wäg may also do so by invalidating the Licence Key; when the Evaluation Period ends or the Evaluation Licence is terminated, the licence ends immediately and the Customer will stop using and remove the Enterprise Modules within 5 Business Days, instead of the period in clause 18.3; and

(g) if the Customer then orders a paid licence, the first Subscription Term starts on the date stated in the Order Form at Wäg's then-current price, and clause 8.2 does not apply to that first Subscription Term.

5. HOW LICENSING IS COUNTED

5.1 The Enterprise Edition is licensed per Deployment Environment. **Fees do not depend on the number of requests, tokens, users, models, providers or applications** served through a Licensed Deployment, and growth in the Customer's AI usage does not by itself give rise to additional Fees.

5.2 The Customer may add Deployment Environments at any time by order. Unless agreed otherwise, additional Deployment Environments are charged pro rata to the end of the current Subscription Term at the Customer's then-applicable price.

5.3 The Enterprise Modules require a valid Licence Key. A Licence Key enables the Enterprise Modules, or the Enterprise Module features it specifies, only in the Deployment Environments and for the period it specifies. A release of the Software may include a list of Licence Keys that Wäg has invalidated in accordance with the Agreement; the Software does not contact Wäg to check a Licence Key. The Customer must not use a Licence Key outside that scope, or circumvent, disable or tamper with licence enforcement. The Customer will also, once each year on Wäg's written request, confirm in writing the number of Deployment Environments in which it runs the Enterprise Modules. If that number exceeds the Licensed Deployments, the Customer will order the additional Deployment Environments under clause 5.2, backdated to when they were first used. No other audit right applies.

6. BUYING THROUGH A PARTNER

6.1 Where the Customer buys through a Partner, the price, invoicing and payment terms are agreed between the Customer and the Partner, and clause 7 does not apply. All other terms of the Agreement apply between Wäg and the Customer directly.

6.2 **Licence confirmation.** When Wäg accepts a Partner's order, it sends the Customer a licence confirmation stating the Licensed Deployments, the Subscription Term and the applicable version of these terms, with that version attached as a PDF. That confirmation is the Order Form for the purposes of the Agreement.

6.3 A Partner is not Wäg's agent. Any commitment a Partner gives beyond the Agreement binds the Partner only.

6.4 The Customer's licence is conditional on the Customer having paid the Fees due to the Partner. Wäg will not end or restrict the Customer's licence because the Partner has failed to pay Wäg, if the Customer has paid the Partner.

6.5 If the Partner stops being a Wäg partner, or fails to perform, Wäg will offer the Customer the option to continue for the remainder of the Subscription Term and for renewals directly with Wäg or through another Partner, on no less favourable licence terms.

7. FEES AND PAYMENT (DIRECT PURCHASES)

7.1 Unless the Order Form states otherwise, Wäg invoices the Fees annually in advance, and the Customer pays each invoice within 30 days after its date, in the currency stated in the Order Form.

7.2 Fees exclude VAT and similar taxes, which the Customer will pay where applicable, including by self-accounting under a reverse-charge mechanism. The Customer will pay without deduction or withholding except as required by law, and the parties will cooperate to minimise any withholding.

7.3 Overdue amounts bear interest at 4% per year above the Bank of England base rate. If an undisputed amount remains unpaid 30 days after written notice, Wäg may suspend access to updates until payment. Wäg will not invalidate a Licence Key because of non-payment during a period the Customer has already paid for, and suspension does not affect the Customer's licence to use the version it already has during the paid period.

7.4 The Customer may dispute an invoice in good faith by notice before its due date, and must pay any undisputed part on time.

8. TERM AND RENEWAL

8.1 Unless the Order Form states otherwise, the Subscription Term is 12 months from the start date in the Order Form and renews automatically for successive 12-month periods unless either party gives at least 60 days' written notice before the end of the current period.

8.2 Wäg will give at least 90 days' written notice of any price change for a renewal. Unless the Order Form states otherwise (for example a Price Lock Period), the Fees for a renewal period will not exceed the Fees for the preceding 12 months by more than 8%.

9. UPDATES

9.1 During the Subscription Term, Wäg makes available all updates and new versions of the Enterprise Edition it releases generally. Wäg does not provide technical support unless separately agreed in writing.

9.2 The Customer operates the Software in its own infrastructure. Wäg does not operate, monitor or have access to the Customer's deployments, and no availability commitment applies to them.

10. SECURITY COMMITMENTS

10.1 Wäg will:

(a) maintain a published vulnerability disclosure process;

(b) provide security fixes for Supported Versions, prioritised by severity;

(c) notify the Customer without undue delay of any vulnerability rated critical that affects a Supported Version, together with available mitigations; and

(d) make available, for each release, signed release artefacts and a software bill of materials.

10.2 Wäg warrants that, as delivered by Wäg, the Software contains no mechanism that transmits Customer data or telemetry to Wäg or any third party without the Customer's configuration, and, other than the expiry of a Licence Key or its invalidation in accordance with the Agreement (including through the list described in clause 5.3), no mechanism that allows Wäg or anyone else to disable or degrade the Software remotely.

11. WARRANTIES

11.1 Each party warrants that it has full power and authority to enter into the Agreement.

11.2 Wäg warrants that, during the Subscription Term, the Enterprise Modules in a Supported Version will perform materially in accordance with the Documentation. If they do not, and the Customer notifies Wäg with reasonable detail, Wäg will at its option correct the non-conformity, provide a workaround, or replace the affected component. If Wäg cannot do so within a reasonable time, either party may terminate the affected Order Form, and Wäg will refund the prepaid Fees for the remainder of the Subscription Term. This is the Customer's sole remedy for breach of this warranty.

11.3 The warranties in clauses 10.2 and 11.2 do not apply to problems caused by modification of the Software not made by Wäg, use contrary to the Documentation, or third-party software, models or services.

11.4 Except as expressly stated in the Agreement, and to the maximum extent permitted by law, all warranties, conditions and other terms, whether implied by statute, common law or otherwise (including as to satisfactory quality and fitness for purpose), are excluded. The Core is also provided under the Apache License 2.0 on the terms of that licence.

12. INTELLECTUAL PROPERTY INDEMNITY

12.1 Wäg will defend the Customer against any third-party claim that the Software, as provided by Wäg and used in accordance with the Agreement, infringes that third party's intellectual property rights in the United Kingdom, the European Economic Area or Switzerland, and will pay the damages and costs finally awarded or agreed in settlement.

12.2 Clause 12.1 applies only if the Customer notifies Wäg promptly of the claim, gives Wäg sole control of its defence and settlement, and provides reasonable assistance at Wäg's cost. Wäg will not agree any settlement that requires an admission by the Customer without its consent.

12.3 Clause 12.1 does not apply to claims arising from third-party open-source components included in the Software under their own licences, modifications not made by Wäg, combination with items not supplied by Wäg where the claim would not arise without the combination, or continued use of a

version after Wäg has made available a non-infringing update that does not materially reduce functionality.

12.4 If the Software becomes, or in Wäg's opinion is likely to become, the subject of a claim, Wäg may modify it to be non-infringing, obtain the right for the Customer to continue using it, or, if neither is reasonably practicable, terminate the affected licence and refund the prepaid Fees for the remainder of the Subscription Term.

12.5 This clause 12 states Wäg's entire liability for infringement of third-party intellectual property rights.

13. LIABILITY

13.1 Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.

13.2 Subject to clause 13.1, neither party is liable for any loss of profits, revenue, business, goodwill or anticipated savings, or for any indirect or consequential loss.

13.3 Subject to clauses 13.1 and 13.4, each party's total aggregate liability under or in connection with the Agreement in any 12-month period is limited to the Fees paid and payable for that period (or, for purchases through a Partner, the list price of the licences for that period).

13.4 For breach of clause 14 (Confidentiality) or clause 15 (Data protection), and for Wäg's obligations under clause 12, each party's total aggregate liability is limited to the greater of twice the amount in clause 13.3 and £250,000, instead of the amount in clause 13.3. The limits do not apply to the Customer's obligation to pay Fees.

13.5 The Customer is responsible for the configuration of its deployments, including routing, guardrail and policy settings, and for its choice and use of AI models and providers. Wäg is not responsible for the outputs of any AI model.

14. CONFIDENTIALITY

14.1 **"Confidential Information"** means non-public information disclosed by one party to the other in connection with the Agreement that is marked as confidential or would reasonably be understood to be confidential, including the Customer's architecture and security information, Wäg's roadmap and unreleased features, and pricing.

14.2 The recipient will use Confidential Information only for the purposes of the Agreement, protect it with at least reasonable care, and disclose it only to its and its Affiliates' employees, contractors and professional advisers, and, in Wäg's case, to its actual or prospective investors, lenders and acquirers (excluding the Customer's architecture and security information), who need to know it and are bound by confidentiality obligations at least as protective as this clause.

14.3 Clause 14.2 does not apply to information that is or becomes public other than through the recipient's breach, was lawfully known to the recipient before disclosure, is independently developed, or is lawfully received from a third party without restriction. The recipient may disclose Confidential Information where required by law or a regulator, giving prior notice where lawful.

14.4 This clause 14 continues for 5 years after the Agreement ends and, for trade secrets, for as long as they remain trade secrets.

15. DATA PROTECTION

15.1 The Software runs in the Customer's infrastructure and does not transmit data to Wäg. Wäg does not process personal data on the Customer's behalf in the normal course of the Agreement.

15.2 The Customer will remove or pseudonymise personal data from logs, request payloads and other materials it sends to Wäg. Where personal data is nevertheless provided to Wäg, or Wäg accesses

a Customer system at the Customer's request, Wäg processes it as a processor under Wäg's Data Processing Addendum at waeg.ai/legal/dpa, which forms part of the Agreement.

15.3 Each party processes the other's business contact details as an independent controller, in accordance with applicable data protection law, including the UK GDPR, the EU GDPR and the Swiss Federal Act on Data Protection.

16. PUBLICITY AND CUSTOMER LISTING

16.1 Unless the Order Form states that the Customer opts out, the Customer grants Wäg a non-exclusive, non-transferable, royalty-free licence during the Subscription Term to use the Customer's name and logo, in accordance with any brand guidelines the Customer provides, to identify the Customer as a user of Wäg on Wäg's website and in its customer lists, sales and investor materials.

16.2 The Customer may opt out at any time by email to legal@waeg.ai. Wäg will then remove the Customer's name and logo from its website within 30 days and not use them in new materials.

16.3 Quotes, case studies, press releases and reference calls require the Customer's prior written approval on each occasion.

16.4 Wäg will remove the Customer's name and logo within 30 days after the Agreement ends.

17. BUSINESS CONTINUITY

17.1 If Wäg ceases to carry on business in the ordinary course without a successor that assumes the Agreement, or enters liquidation other than for a solvent reorganisation, the Customer's licence to the version of the Enterprise Modules it holds at that time becomes perpetual, royalty-free and irrevocable, for its internal use in the Licensed Deployments, including the right to modify that version to maintain it.

17.2 The Core remains available under the Apache License 2.0 in all circumstances.

18. TERMINATION

18.1 Either party may terminate the Agreement or an Order Form by written notice if the other commits a material breach that is not remedied within 30 days after notice requiring it to be remedied, or becomes insolvent, enters into an arrangement with its creditors, or has an administrator, receiver or liquidator appointed.

18.2 If the Customer terminates for Wäg's uncured material breach, Wäg will refund the prepaid Fees for the remainder of the Subscription Term.

18.3 When a Subscription Term ends without renewal, or the Agreement ends, the licence in clause 4 ends except under clause 17, and the Customer will stop using the Enterprise Modules within 30 days. The Customer may continue to use the Core. Because Wäg holds no Customer data, no data return is required.

18.4 Clauses 3.1, 5.3 (for the final year), 7, 11.4, 12, 13, 14, 15, 17, 18.3, 18.4, 18.5 and 20 survive expiry or termination.

18.5 Immediate termination. If the Customer breaches clause 4.4 or clause 5.3, or disputes that it is bound by the Agreement while continuing to use the Enterprise Modules, Wäg may terminate the Agreement, any Order Form or any Evaluation Licence with immediate effect by written notice and may invalidate the related Licence Keys. The remedy period in clause 18.1 does not apply, and no Fees are refundable on termination under this clause. Clause 18.3 then applies, except that the Customer will stop using the Enterprise Modules immediately.

19. COMPLIANCE

19.1 Each party will comply with applicable anti-bribery and anti-corruption laws, including the UK Bribery Act 2010.

19.2 The Customer will not use, export or re-export the Software in breach of applicable export control or sanctions laws.

20. GENERAL

20.1 **Assignment.** Either party may assign or novate the Agreement, on written notice, to an Affiliate or to a successor to all or substantially all of its relevant business, provided that the Customer may not assign to a competitor of Wäg. Otherwise, neither party may assign the Agreement without the other's prior written consent, which will not be unreasonably withheld. Each party will sign any document reasonably required to give effect to a permitted novation.

20.2 **Entire agreement.** The Agreement is the entire agreement between the parties about its subject matter and supersedes all prior discussions. Each party acknowledges that it has not relied on any statement not set out in the Agreement. Nothing in this clause limits liability for fraud.

20.3 **Variation.** Any variation must be in writing and agreed by both parties, except as provided in clause 1.3.

20.4 **Force majeure.** Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, other than payment obligations.

20.5 **Relationship and third parties.** Nothing in the Agreement creates a partnership, joint venture or agency between the parties. No person other than the parties has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

20.6 **Notices.** Notices must be in writing and sent by email, in Wäg's case to legal@waeg.ai and, in the Customer's case, to the email address stated in the Order Form or, if none, the address the Customer last used to correspond with Wäg. A notice is received on the Business Day after it is sent, unless the sender receives an automated delivery failure.

20.7 **Governing law and jurisdiction.** Unless the Order Form states otherwise, the Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes) are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.