



Aras Innovator SaaS Subscription Terms and Conditions

The Aras Innovator SaaS Subscription Terms and Conditions (“**SaaS Terms**”) is entered into by and between Aras Corporation, a Delaware corporation with its principal office at 100 Brickstone Square, Suite 100, Andover, MA 01810 (“**Aras**”), and the entity identified in the applicable Sales Order in which the SaaS Terms are incorporated (“**Customer**”). Aras and Customer each may be referred to individually as a “**Party**” or collectively as “**Parties**.”

1. **Scope of Agreement and Definitions.** The Agreement sets forth the terms under which Aras will provide the Aras Innovator SaaS Subscription described in the Sales Order. Capitalized terms used in these SaaS Terms, and not otherwise defined elsewhere in these SaaS Terms, are defined in Appendix 1. Pricing and itemized details of Customer’s specific Cloud Services purchase are set forth in the applicable Sales Order(s). Any additional terms and conditions set out in the Sales Order apply only to the Subscription of the Cloud Services referenced in such Sales Order. To the extent of any conflict between the Sales Order and these SaaS Terms, the Sales Order shall control but only as to the Subscription set forth in the applicable Sales Order.

2. **Subscription and Limitations.**

2.1 **Access to the Service.** Subject to the terms and conditions of the Agreement, Aras will make the Cloud Services available to Customer for use by Customer and its designated Authorized Users during the Subscription Term solely for Customer’s internal business purposes. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Aras regarding future functionality or features.

2.2 **License to Ancillary Programs and Documentation.** Subject to the terms and conditions of the Agreement, Aras grants Customer a non-exclusive, non-transferable (except as expressly permitted in the Agreement), and non-sublicensable right and license during the Subscription Term and solely for internal business purposes to (i) install any Ancillary Programs delivered by Aras to Customer for its use in connection with its Subscription on computer servers owned or leased by Customer and permit the use thereof solely by Customer and its Affiliates employees, contractors and consultants, solely to facilitate Customer’s authorized access to and use of the Cloud Services and limited to the limited period within the Subscription Term for which the Ancillary Programs were delivered to Customer for its use, and (ii) use and make a reasonable number of copies of the Documentation and distribute such copies to Authorized Users for use in connection with the Cloud Services.

2.3 **Affiliate Access and Use.** Customer, at its option, may designate its Affiliates as an Authorized User under the terms of the Agreement subject to any restrictions contained in the Agreement as to the permitted number of Authorized Users. Customer will be wholly responsible for the acts and omissions of the Customer Affiliates and their compliance with the terms of the Agreement.

2.4 **Product Specific Terms.** The Cloud Services may be subject to additional terms specific to the Cloud Services as designated in the Sales Order (“**Product Specific Terms**”). To the extent of any conflict between the terms of these SaaS Terms and the Product Specific Terms, the Product Specific Terms will control as to the access and use of the product described in the Product Specific Terms.

2.5 **Subscription Services for Trial Use.** Aras may make available all or any part of the Cloud Services to Customer for trial or proof of concept purposes (“**Trial Use**”) as designated in the Sales Order. Trial Use of the Cloud Services shall be limited specifically to demonstration and evaluation purposes only and are subject to any other limitation on the scope of use as described in the Sales Order. The Cloud Services used for Trial Use cannot be used in production

environments or to process production data backups. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THESE SAAS TERMS, THE CLOUD SERVICES MADE AVAILABLE FOR TRIAL USE IS PROVIDED TO CUSTOMER ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTIES OF ANY KIND AND IS AT CUSTOMER’S SOLE RISK. ARAS HAS NO OBLIGATION TO PROVIDE SUPPORT, MAINTENANCE OR ANY ASSISTANCE REGARDING TRIAL USE. IN NO EVENT WILL ARAS BE LIABLE FOR ANY DAMAGES, FOR ANY CLAIM OR CAUSE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, STATUTORY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE OR DATA, DAMAGE TO SYSTEMS OR EQUIPMENT OR BUSINESS INTERRUPTION). CUSTOMER IS NOT ENTITLED TO ANY DEFENSE, INDEMNIFICATION OR WARRANTY PROTECTION FOR TRIAL USE OF THE CLOUD SERVICES AND IS NOT ENTITLED TO ANY SERVICE CREDITS.

2.6 Professional Services. Customer’s purchase of any Professional Services will be performed under a separate agreement and is not part of the Cloud Services provided under these SaaS Terms.

2.7 Restrictions and Limitations. Except as otherwise expressly permitted under the Agreement, Customer will not (and will not permit others to): (a) make the Aras Materials available to anyone other than the Customer, its Affiliates and the Authorized Users, or use the Cloud Services in excess of contractual usage limits (including as set forth in the applicable Sales Order) or in a manner that circumvents any usage limits or technological access control measures; (b) allow the sharing of Access Credentials; (c) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties not authorized to use the Cloud Services under the express terms of the Agreement or otherwise make the Cloud Services available to Aras competitors; (d) interfere with, or create an undue burden on the Cloud Services or Aras Systems in a manner that poses or has the potential to pose significant harm to Aras or its other customers; (e) access the Aras Materials for the purpose of developing or operating products or services for third-parties in competition with Aras or using similar ideas, features, functions or graphics of the Cloud Services; (f) disassemble, reverse engineer or decompile the Aras Materials (unless such right is granted by applicable law and then only upon prior notice to Aras and limited to the minimum extent required by applicable law); (g) remove or modify a copyright or other proprietary rights notice on the Aras Materials; (h) use the Cloud Services to reproduce, distribute, display, transmit or use material protected by copyright or other Intellectual Property Rights or other applicable laws without first obtaining permission of the owner; (i) use the Cloud Services or access to Aras Materials to store or transmit Malicious Code or to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents, or disable any Aras or third-party data, software or network or to probe, scan or test any vulnerability of the Cloud Services, including without limitation performing penetration, stress or load testing without the express prior written consent of Aras; (j) provide public links and/or access to the Cloud Services to third parties other than Authorized Users for purposes other than Customer’s own internal business purposes; (k) perform or publish any performance or benchmark tests or analysis relating to the Cloud Services, other than solely for internal business use; or (l) access the Cloud Services to determine whether the Aras Materials are within the scope of any patent.

2.8 Suspension of Cloud Services. Aras may suspend or limit Customer and/or any Authorized User’s access to the Cloud Services or Aras Materials with or without notice if, in Aras reasonable opinion, (a) Customer and/or any Authorized User’s use of or access to the Cloud Services or Aras Materials poses a security risk to Aras or others or otherwise adversely impacts the Cloud Services, (b) Customer’s use of the Cloud Services or Aras Materials is in violation of the restrictions and limitations set forth in Section 2.7 (Restrictions and Limitations), (c) Customer is in breach of applicable laws, or (d) it has been directed or requested by any law enforcement or regulatory agency. To the extent possible under the circumstances, Aras will use good faith efforts to provide Customer with prior notice and opportunity to cure before any suspension is made under this Section 2.8; provided, however, such prior notice is not required to the extent Aras reasonably determines that immediate action is required to protect the Cloud Services, Aras Systems or Aras customers. Any failure by Customer to correct any such issue which resulted in the suspension of the Cloud Services shall be deemed a material default by Customer.

2.9 Aras Partner Transactions. If Customer has purchased a Subscription from an authorized Aras partner or distributor (“**Aras Partner**”), then to the extent there is any conflict with the terms of these SaaS Terms and the agreement

entered into between Customer and the Aras Partner, including any sales order (“**Partner Transaction**”), then as between Customer and Aras, the terms of these SaaS Terms shall prevail. Any rights granted to Customer under the Partner Transaction which are not contained in these SaaS Terms apply only between the Customer and the Aras Partner. The following shall apply with respect to transactions entered into with an Aras Partner:

(a) Instead of paying Aras, Customer will pay the applicable amounts to the Aras Partner, as agreed between Customer and the Aras Partner. Aras may suspend or terminate the Cloud Services if Aras does not receive the corresponding payment from the Aras Partner. The amount paid or payable by the Aras Partner to Aras for Customer’s use of the Cloud Services will be deemed the amount actually paid or payable by Customer under these SaaS Terms for purposes of calculating the liability cap in Section 11 (Limitation of Liability).

(b) Instead of a Sales Order with Aras, the Sales Order details (*e.g.*, the subscription, scope of use, number of Authorized Users, Subscription Start Date and Subscription Term) will be as stated in the order placed with Aras by the Aras Partner on Customer’s behalf, and the Aras Partner is responsible for the accuracy of any such order as communicated to Aras.

(c) If the Customer is entitled to a refund under these SaaS Terms or any Service Credits, any amounts to be paid to Customer will be made to the Aras Partner and the Aras Partner will be solely responsible for making such payment to the Customer.

(d) Aras Partners are not authorized to modify the terms of these SaaS Terms or make any promises or commitments on Aras’ behalf, and Aras is not bound by any obligations to Customer other than as set forth in these SaaS Terms.

3. Customer Responsibilities.

3.1 Authorized Users; Authorized User Reassignment. Customer may only allow use of the Cloud Services for the number of Authorized Users that are permitted under the applicable Sales Order. Each Authorized User must correspond to one (1) individual user and cannot be shared or used by more than one individual user; provided, however, during the Subscription Term, Customer may reassign any person designated as an Authorized User provided that the aggregate number of Authorized Users at any time during the Subscription Term may not exceed the total number of Authorized Users identified in the applicable Sales Order. Only Authorized Users may access and use the Cloud Services. Customer is responsible for its own compliance with the Agreement and the compliance by its Authorized Users with the terms of the Agreement. During the Subscription Term, additional Authorized Users may be purchased pursuant to a separate Sales Order and, unless otherwise specified in the applicable Sales Order, the Subscription Term of additional Authorized Users shall be coterminous with the Subscription Term in effect at the time the additional Authorized Users are added.

3.2 Access Credentials. Customer is responsible for maintaining the confidentiality of the Access Credentials and is solely responsible for all activities that occur under such Access Credentials. Aras may deactivate Access Credentials that Aras reasonably determines may have been used by an unauthorized party. Access Credentials may not be shared or used by more than one Authorized User but may be reassigned by Customer. Upon termination or expiration of the Subscription, all Access Credentials will be deactivated.

3.3 Data Center Residency. The Data Center Residency applicable to the Cloud Services where the Customer Data will reside will be designated by Customer and Aras at initial provisioning of the Cloud Services as described in the Documentation from the available Data Center locations made available by Aras for the Cloud Services from the supported regions with the Cloud Hosting Provider; provided, however, Customer acknowledges that service administration, support and other services may be performed from locations outside of the Data Center Residency provided that Customer Data will not be moved from the Data Center Residency unless authorized by the Customer.

3.4 Usage Limits. Cloud Services are subject to the usage limits specified in the applicable Sales Order and Documentation. If Customer exceeds a contractual usage limit, Aras will work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Aras' efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer is obligated to pay for such excess usage at Aras' then-current rates. Upon request, Aras will provide Customer with its then current rates for excess use and storage. Notwithstanding the foregoing, Aras has no obligation to make the Cloud Services available to Customer in excess of the usage limits specified in the applicable Sales Order.

3.5 Customer Systems. Customer is solely responsible for ensuring that the Customer Systems meet the hardware, software, and any other applicable system requirements for the Cloud Services as specified in the Documentation, and shall during the Subscription Term set up, maintain, and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the Cloud Services are accessed or used.

3.6 Customer Responsibilities. Customer is solely responsible for determining the suitability of the Cloud Services for Customer's business processes. Customer acknowledges that the Cloud Services require some shared responsibilities and cooperation as described in the Documentation and agrees to provide commercially reasonable cooperation and assistance as Aras may reasonably request to enable Aras to perform its obligations under the terms of the Agreement. Customer will (a) be responsible for Authorized User's compliance with the Agreement and with applicable laws and government regulations applicable to Customer and its use of the Customer Data, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired the Customer Data, and the interoperation of any Non-Aras Applications with which Customer uses the Cloud Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Services, and notify Aras promptly of any such unauthorized access or use, and (d) use the Cloud Services only in accordance with the terms of the Agreement and Documentation. Any use of the Cloud Services in breach of the foregoing by Customer or its Authorized Users, as reasonably determined by Aras, that is a violation of law or threatens the security, integrity or availability of Aras products and services, may result in Aras immediate suspension of the Cloud Services pursuant to Section 2.8 (Suspension of Cloud Services). If Customer fails to take such action within a reasonable time, such failure will be deemed a material default and Aras may terminate the Cloud Service in accordance with Section 12.3 (Termination).

3.7 Non-Aras Applications. As used herein, "**Non-Aras Applications**" means the services provided by, and any software functionality that is intended to interoperate with the Cloud Services which has been licensed from, a third party other than Aras or an Aras Affiliate. Customer may purchase and/or use Non-Aras Applications in connection with Customer's use of the Cloud Services, including without limitation purchasing the same on Aras Sales Order. Any acquisition or use by Customer of Non-Aras Applications is solely between Customer and such third party, and are governed by the terms of service, end user license agreement, privacy policy, and /or any other applicable terms and policies of such third-party provider. Unless otherwise expressly agreed to by Aras in writing, Aras does not warrant or support Non-Aras Applications. Aras is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Aras Application provided by such third party. The Cloud Services may contain features designed to interoperate with Non-Aras Applications through interfaces provided by such Non-Aras Applications; provided, however, Aras cannot guarantee the continued availability of such interfaces to the Non-Aras Applications. Aras will not be responsible or liable in any manner for any harm, damage, loss, lost profit, special or consequential damage or claims arising out of or in connection with the installation of, use of, or reliance on the performance of any Non-Aras Applications.

4. Aras Responsibilities.

4.1 Provision of Cloud Services; Service Level Addendum. Subject to Customer and its Authorized User's compliance with the terms of the Agreement, during the Subscription Term Aras will (a) make the Cloud Services available to Customer pursuant to the terms of the Agreement and Documentation, (b) use commercially reasonable efforts to make the Cloud Services available for Customer's use in accordance with the Service Level Addendum ("SLA") which is available in the Subscriber Portal, and (c) provide the Cloud Services in accordance with the laws and government regulations applicable to Aras provision of its Cloud Services to its customers generally (*i.e.*, without regard for Customer's

particular use of the Cloud Services or particular requirements of the Customer Data or that are applicable to the Customer, which are the Customer's obligation).

4.2 Cloud Service Updates. From time to time during the Subscription Term, Aras may make commercially reasonable updates, changes and improvements to the Cloud Services as may be required to comply with applicable law or that it deems necessary or useful (e.g., for purposes to maintain or enhance the quality or delivery of Aras' services to its customers, or for cost efficiency or performance); provided however Aras updates to the Cloud Services will not materially reduce the level of performance, functionality, security or availability of the Cloud Services during the then current Subscription Term. Aras will apply new versions, upgrades, and updates to the Cloud Services from time to time at such time(s) as Aras reasonably determined by Aras. Aras may sunset, retire or replace any feature of the Cloud Service at any time provided that Aras makes a substantially similar feature available to Customer for the remainder of Customer's then current Subscription Term at no additional charge by Aras to the Customer. Notwithstanding the foregoing, the obligation to provide a substantially similar feature as described in the immediately preceding sentence shall not apply to the extent modifications to features are made by Aras to comply with applicable law or to address a material security risk.

4.3 Scheduled Downtime. Aras will use commercially reasonable efforts to schedule downtime for routine maintenance of the Cloud Services as set forth in the Documentation and give Customer commercially reasonable notice of all scheduled outages of the Cloud Services ("**Scheduled Downtime**").

4.4 Support Services. During the Subscription Term, the Cloud Services include Aras's standard customer support services ("**Support Services**") specified in the Sales Order and which is made available in the Subscriber Portal.

4.5 Data Backup. Data backups will be performed as set forth in Aras' backup policy in effect from time to time as set forth in the Documentation (the "**Backup Policy**"). In the event of any loss, destruction, damage, or corruption of Customer Data caused by the Aras Systems or Cloud Services, Aras will be obligated only to use commercially reasonable efforts to restore the Customer Data from Aras's then most current backup of such Customer Data in accordance with the then current Backup Policy.

4.6 Aras Personnel. Aras may use Aras Personnel in locations worldwide to support the delivery of the Cloud Services. Aras will be responsible for the performance of Aras Personnel and their compliance with Aras obligations under the Agreement.

4.7 Insurance Program. Aras has in place and shall maintain during the Subscription Term an industry standard insurance program to help manage risk that contains terms no less stringent than the following: (i) Commercial General Liability Insurance with minimum limits of US\$1,000,000 combined single limit and combined bodily injury and property damage per occurrence and US\$2,000,000 in the aggregate; (ii) Commercial Automobile Liability Insurance providing coverage for hired and non-owned motor vehicles used in connection with the services provided under this Agreement in an amount of not less than US\$1,000,000 per accident combined single limit for bodily injury and property damage; (iii) Umbrella Liability providing excess liability coverage in the minimum amount of US\$5,000,000 per occurrence, to supplement the primary coverage provided in the policies listed above; (iv) Professional Liability Insurance (Errors and Omissions Insurance), which policy also includes cyber-liability insurance, with minimum limits of US\$5,000,000; and (v) Workers Compensation Insurance covering Aras employees pursuant to applicable state laws, and at the maximum limits statutorily required for each such state. Upon request, Aras shall promptly furnish Customer with a certificate evidencing the coverages set forth above.

5. Protection of Customer Data.

5.1 Security Measures. Aras has implemented and shall maintain a written information security program of policies, procedures and controls providing for reasonable administrative, physical, and technical safeguards designed for the protection of the security, confidentiality and integrity of Customer Data in Aras custody and control, as described in the Documentation ("**Security Measures**"). Prior to the commencement of the Services, upon request, Aras will provide Customer with information regarding the Security Measures under terms of confidentiality in order for Customer to

determine if the Security Measures are sufficient for Customer's needs. Aras may periodically review and update its Security Measures to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that any such changes do not materially reduce the overall level of security provided by the Security Measures.

5.2 Personal Data. Both Parties shall be responsible for complying with its obligations under any applicable data privacy laws and regulations (including without limitation the European General Data Protection Regulations (EU/2016/679) (GDPR), the California Consumer Privacy Act (CCPA), or any other applicable data privacy laws, including in the United Kingdom, Switzerland, and Japan) with respect to the processing of personal data (as defined in the applicable data privacy laws). To the extent personal data from the European Economic Area (EEA), the United Kingdom, Switzerland or Japan are processed by Aras in connection with the Cloud Services, the terms of the Aras Data Processing Addendum (located at <https://www.aras.com/en/trust-center/privacy>) ("**DPA**") and applicable DPA exhibits attached thereto, including if applicable the Standard Contractual Clauses, apply and supplement the Agreement; provided, however, if the Parties have entered into a separate DPA from the one referenced in this sentence, then such other signed DPA shall apply. Aras and its Affiliates, and their contractors and subprocessors may, wherever they do business, store, and otherwise process business contact information of Customer, its personnel, and Authorized Users (e.g., name, business telephone, address, email and user ID) for purposes of supporting and managing the business relationship under the Agreement. Where notice to or consent by the individuals is required for such processing, Customer will notify such persons and obtain such consent.

5.3 Customer Control and Security Responsibility; Restricted Information. Customer will implement and maintain reasonable administrative, physical, and technical safeguards designed for the protection of the security, confidentiality and integrity of the Customer Data in Customer's possession and control and Customer's access to, transmission and use of the Cloud Services, including: (a) securely administering the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Cloud Services; (b) controlling the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Cloud Services; and (c) ensuring that Malicious Code is not contained in the Customer Data or delivered to the Aras Systems through Customer's access to and use of the Cloud Services. Customer has and will retain sole responsibility for: (i) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Cloud Services, including without limitation the Customer Data; (ii) Customer Systems; (iii) the security and use of Customer's and its Authorized Users' Access Credentials; (iv) all access to and use of the Cloud Services and Aras Materials directly or indirectly by or through the Customer Systems or the Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. To the extent Customer Data includes any personal data subject to applicable data protection laws and regulations, Customer is solely responsible for its use and compliance with applicable data privacy laws and regulations and any obligation to obtain consents from such individuals with respect to the collection, processing, transfer, and storage of such personal data through Customer's use of the Cloud Services. Customer agrees that the Customer Data will not include any of the following information ("**Restricted Information**") unless expressly disclosed to and agreed in writing by Aras: (i) any sensitive personal data (including any special categories of personal data) as defined by applicable data privacy laws and regulations, including any personal health information, or (ii) any information or documents or technical data that are U.S. Government Classified, Controlled Unclassified Information, ITAR or otherwise have been determined by the United States Government or by a foreign government to require protection against unauthorized disclosure for reasons of national security, unless provided for in the Sales Order where Aras is agreeing to comply with associated regulatory requirements in the execution of the Cloud Services.

6. Fees and Payment.

6.1 Fees. Customer will pay all Fees specified in the Sales Order or otherwise payable under the terms of the Agreement. Except as otherwise expressly provided in the Agreement or in the applicable Sales Order (i) payment obligations are non-cancelable and fees paid are non-refundable (except as expressly provided in the Agreement), and (ii) quantities purchased cannot be decreased during the relevant Subscription Term. Aras may invoice Customer separately for any Fees related to Customer's use of the Cloud Services which exceed the limitations set out in the Sales Order or for other charges expressly permitted under the terms of the Agreement.

6.2 **Renewal Price Increases.** The price of a Subscription for the initial contract year in a Renewal Term shall be based on the then current list price at the time of renewal for similar Cloud Services for any Renewal Term. Notwithstanding anything to the contrary in the Agreement, any renewal in which the current Subscription volume has decreased from the prior term will result in re-pricing based on current list price at renewal without regard to the prior term's per-unit pricing.

6.3 **Taxes.** All fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any VAT, federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder. If Aras has the legal obligation to pay or collect taxes for which Customer is responsible under this section, Aras will invoice Customer and Customer will pay that amount unless Customer provides Aras with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by applicable law to make any tax withholding from amounts paid or payable to Aras under the Agreement (i) the amount paid or payable shall be increased to the extent necessary to ensure that Aras receives a net amount equal to the amount that it would have received had no taxes been withheld and (ii) Customer shall provide proof of such withholding to Aras. If Customer is exempt from paying taxes, Customer shall provide Aras with written evidence of a valid tax exemption. For clarity, Aras is solely responsible for taxes assessable against it based on its income, property, and employees.

6.4 **Invoicing and Payment; Purchase Orders.** Unless otherwise expressly stated in the Sales Order, Aras will invoice Customer annually in advance for each annual period of the Subscription. Unless otherwise stated in the Sales Order, each invoice will be due and payable 30 days from receipt of invoice. Customer is responsible for providing complete and accurate billing and contact information to Aras and notifying Aras of any changes to such information. Customer shall make payments to the address or account specified in the Aras invoice or such other address or account as Aras may specify in writing from time to time. Customer acknowledges that the issuance of a purchase order is not required and is for administrative convenience only, and that Aras has the right to issue an invoice and collect payment without a corresponding purchase order. If Customer issues a purchase order, the terms and conditions of the Agreement shall take precedence over any inconsistent terms and conditions in any corresponding purchase order and additional terms and conditions contained in the Customer's purchase order will be of no force or effect. If Customer requires Aras to execute any such purchase order, or if Customer utilizes a purchase order platform which requires Aras to click that it agrees to the Customer's terms and conditions contained on such platform, such terms will be of no force or effect and Aras signature on such purchase order or acceptance on the purchase order platform shall not be deemed a modification of the terms of the Agreement or an agreement to additional terms and conditions.

6.5 **Late Payment.** Subject to Section 6.6 (Invoice Disputes), if any invoiced amount is not received by Aras by the due date, then without limiting Aras rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month or the maximum rate permitted by law, whichever is lower. If any charge owed by Customer is 30 days or more overdue (and such charge has not been disputed in accordance with Section 6.6), Aras may, without limiting its other rights and remedies, suspend the Services until such undisputed invoice is paid in full, provided that, Aras has given Customer at least 10 days' prior notice that its account is overdue in accordance with the Notice section below.

6.6 **Invoice Disputes.** Customer may, acting in good faith, dispute the accuracy of any portion of an invoice provided Customer pays Aras the full undisputed portion of such invoice and provides Aras with a written statement and supporting documentation regarding the dispute within thirty (30) days from the date of such invoice. No interest shall accrue on, and Aras will not suspend performance of the Cloud Services if such action is solely as a result of, any payment that is disputed in good faith while such dispute is pending. Customer agrees to provide timely cooperation with Aras in the resolution of any such dispute. Upon resolution of the dispute, if payment on the disputed amount is to be made to Aras, Customer will provide such payment promptly within thirty (30) days of such agreed upon resolution.

7. Confidentiality.

7.1 **Protection of Confidential Information.** As between the Parties, each Party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than for purposes of the Agreement or to enforce its rights under the Agreement. The Receiving Party will not provide the Confidential Information to any third party except (i) as otherwise authorized by the Disclosing Party in writing, or (ii) to those of its and its Affiliates' employees, officers, directors, advisors, subprocessors or contractors ("**Representatives**") who have a need-to-know such Confidential Information and are bound by obligations of confidentiality at least as stringent as those herein, and provided that the Receiving Party shall remain liable to the Disclosing Party for any breach of the confidentiality and non-use obligations by any such Representatives. Upon the expiration or termination of the Agreement, or upon written request from the Disclosing Party, the Receiving Party shall return or destroy, at the Disclosing Party's election, all of the Disclosing Party's Confidential Information in the Receiving Party's possession and control; provided, however, the Receiving Party may retain Confidential Information contained in an archived computer system backup made in accordance with the Receiving Party's security and/or disaster recovery procedures need not be returned or destroyed, provided that the archived copy will be erased or destroyed in the ordinary course of its data processing procedures and will remain fully subject during that time to the obligations of confidentiality under the Agreement.

7.2 **Compelled Disclosures.** If the Receiving Party is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 7.2, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

7.3 **Injunctive Relief.** The Parties agree that the Receiving Party's unauthorized disclosure of Confidential Information may result in irreparable injury for which a remedy in money damages may be inadequate. The Parties agree that the Disclosing Party may be entitled to seek an injunction to prevent a breach or threatened breach of the confidentiality obligations of this Section without posting a bond. Any such injunction shall be in addition to other remedies available to the Disclosing Party at law or in equity.

8. Intellectual Property Rights and Licenses.

8.1 **Aras Intellectual Property Rights.** As between the Parties, Aras and its licensors exclusively own all right, title, and interest in and to the Aras Materials (including all Intellectual Property Rights therein). Except for the access and use rights and licenses expressly granted in Section 2 of these SaaS Terms, Aras, on behalf of itself and its licensors, reserves all rights in the Aras Materials and do not grant Customer any rights (express, implied by estoppel, through exhaustion or otherwise) to such Aras Materials. Any Aras Materials delivered to Customer or to which Customer is given access shall not be deemed to have been sold, even if for convenience Aras makes references to words such as "sale" or "purchase" in the applicable Sales Order or other documents. All rights not expressly granted to Customer are reserved by Aras.

8.2 **Customer Data and Customer Materials.** As between the Parties, Customer and its licensors exclusively retains its ownership of all right, title, and interest in and to the Customer Data and Customer Materials. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Customer Data, and hereby warrants that it has and will continue to have all rights and consents necessary to allow Aras to perform the Cloud Services. If Customer chooses to use a Non-Aras Application with the Cloud Service, Customer grants Aras permission to allow the Non-Aras Application and its provider to access Customer

Data to the extent required for the interoperation of that Non-Aras Application with the Cloud Services. Customer hereby grants to Aras, during the Subscription Term, a royalty-free, fully paid, non-exclusive, non-transferable (except as set forth in Section 13.8 (Assignment)), worldwide right and license to reproduce, use, process, transfer, and store Customer Data solely for the purpose of performing Aras obligations under the Agreement and any other activities expressly agreed to by Customer. Subject to the limited licenses granted herein, Aras acquires no right, title or interest from Customer or its licensors under the terms of the Agreement in or to any Customer Data or Customer Materials.

8.3 Feedback. Aras encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Cloud Services (collectively, “**Feedback**”). If Customer provides such Feedback, Customer grants to Aras and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate any Feedback (including by incorporation of such Feedback into Aras Materials) without restriction.

8.4 Service Statistics Data. Aras may (i) compile statistical information related to the performance, operation, and general use and measurement of the Cloud Services, and (ii) use data from the Cloud Services in aggregated form for security and operations management, to create statistical analysis, and for research and development purposes and other lawful business purposes (collectively “**Service Statistics Data**”). Service Statistics Data shall not include any Customer Data or Customer Confidential Information in a non-aggregated and non-anonymized manner and will not identify Customer or its Authorized Users. Aras retains all Intellectual Property Rights in the Service Statistics Data.

9. Indemnification.

9.1 Aras Obligation to Defend and Indemnification. Subject to Section 9.3, if a third party initiates or threatens a legal action alleging that Customer’s use of the Cloud Service in accordance with the Agreement directly infringes the third party’s patent, copyright, or trademark or misappropriates the third party’s trade secret rights, then Aras will (a) promptly assume the defense of such claim and (b) indemnify Customer from any costs, damages, and reasonable attorneys’ fees that are included in a final judgment against Customer (without right of appeal) or in a settlement approved by Aras that are attributable to Customer’s use of the Cloud Service. The foregoing obligation does not apply to the extent that the alleged infringement arises from: (1) Customer Materials or any other third party components or services not provided by Aras or an Aras Affiliate, including Non-Aras Applications; (2) access to or use of the Aras Materials in combination with any hardware, system, software, network, or other materials or service not provided by Aras or specified for Customer’s use in the Documentation; (3) modification of the Aras Materials other than by Aras or an Aras Affiliate; (4) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by Aras or an Aras Affiliate; (5) compliance with designs, specifications or instructions provided by Customer where those designs, specifications or instructions cause the infringement or misappropriation; (6) to any claims arising as a result of the content of the Customer Data; or (7) any Cloud Services provided by Aras for Trial Use.

9.2 Customer Obligation to Defend and Indemnification. Subject to Section 9.3, if a third party initiates or threatens legal action against Aras or its Affiliates for processing Customer Data uploaded to the Cloud Service by or through Customer’s Access Credentials, or alleging that Aras use of Customer Materials as provided by Customer to Aras in connection with the Cloud Service directly infringes the third party’s patent, copyright or trademark or misappropriates the third party’s trade secret rights or if the Customer Data and Customer’s use of the Cloud Services (including use by its Authorized Users) violates any applicable laws, including export compliance, then Customer will (a) promptly assume the defense of such claim and (b) indemnify Aras from any costs, damages and/or reasonable attorneys’ fees that are included in a final judgment against Aras or its Affiliates (without right of appeal) or in a settlement approved by Customer that are attributable to Aras or its Affiliates in connection with the Cloud Services provided hereunder.

9.3 Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any claim for which such Party believes it is entitled to defense and to be indemnified pursuant to Section 9.1 or Section 9.2, as the case may be. The Party seeking indemnification (the “**Indemnitee**”) shall cooperate with the other Party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee may

participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any such claim without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. The Indemnitee's failure to perform any obligations under this Section 9.3 will not relieve the Indemnitor of its obligations under this Section 9, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure.

9.4 Mitigation. Notwithstanding the foregoing, if Aras reasonably believes that Customer's use of any part of the Aras Materials are likely to be claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Cloud Services is enjoined or threatened to be enjoined, Aras may, at its option and sole cost and expense (a) obtain the right for Customer to continue to use the Cloud Services for the remainder of the Subscription Term materially as contemplated by the Agreement; or (b) modify or replace the Cloud Services, in whole or in part, to seek to make the Cloud Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality as set forth in the applicable Sales Order, in which case such modifications or replacements will constitute the Cloud Services, as applicable, under the Agreement. If (a) or (b) are not available on commercially reasonable terms in Aras' judgment, Aras may terminate Subscription to the impacted Cloud Service and refund to Customer the Fees paid by Customer covering the remaining portion of the applicable Subscription Term for the affected Cloud Service from the effective date of termination (less any outstanding amounts then due and payable by Customer).

9.5 Exclusive Remedy. This Section 9 (Indemnification) states each Party's sole liability to, and exclusive remedy against, the other Party for any third-party claim of infringement or misappropriation as described in this section.

10. Representations, Warranties, and Disclaimers.

10.1 Mutual Representations. Each Party represents that it has validly entered into the Agreement and has the legal power to do so.

10.2 Limited Warranty. Subject to the terms and conditions of the Agreement, Aras warrants that, during the Subscription Term, the production environment for the Cloud Services that has been made available by Aras for the Customer in accordance with the Documentation will perform materially in accordance with the Documentation ("**Limited Warranty**"). To submit a warranty claim under this Section, Customer shall provide written notice of a warranty claim to Aras specifying that the notice is for a warranty claim and providing details regarding the non-conformity with the Limited Warranty ("**Warranty Claim Notice**"). Upon receipt of the Warranty Claim Notice, Aras will (a) correct a verified breach of the Limited Warranty identified in the Warranty Claim Notice, or (b) if Aras is unable to correct the verified breach of the Limited Warranty in a commercially reasonable manner, Aras may terminate the Agreement as to the nonconforming or affected Cloud Services and issue to Customer a refund of any pre-paid Fees for the Cloud Services paid by Customer as allocated for the period commencing with the effective date of termination through the remainder of the Subscription Term (less any outstanding amounts then due and payable by Customer). To receive this remedy, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the Cloud Services. Notwithstanding the foregoing, Service Level Failures as described in the SLA do not constitute a breach of this Limited Warranty and are exclusively addressed by the SLA. The foregoing constitutes Customer's sole and exclusive remedy for any breach of the Limited Warranty. The Limited Warranty will not apply if the non-conformity was caused by misuse, unauthorized modification or third party products, software, services, or equipment (including any Non-Aras Application), or to any Cloud Services provided for Trial Use.

10.3 Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 10, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE ARAS MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND ARAS DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE). WITHOUT LIMITING THE FOREGOING, ARAS SPECIFICALLY DOES NOT

WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT IN ENTERING INTO THE AGREEMENT, IT HAS NOT RELIED ON ANY PROMISE, WARRANTY, OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THE AGREEMENT.

11. Limitation of Liability.

11.1 Liability Limits. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL ARAS TOTAL AND AGGREGATED LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER THE AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

11.2 Exclusion of Consequential and Related Damages. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, STATUTORY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE OR DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, BUSINESS INTERRUPTION OR COST OF COVER GOODS) IN CONNECTION WITH OR ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE SERVICES OR THE TERMS OF THE AGREEMENT, REGARDLESS OF WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 Exclusions from Liability Limits. Notwithstanding the foregoing, the exclusions and limitations from liability in Section 11.1 and Section 11.2 do not apply to liability for damages: (i) resulting in personal injury or death caused by the negligence of a Party, (ii) arising from a Party's express indemnity obligations set forth in Section 9; (iii) infringement by a Party of the other Party's Intellectual Property Rights; or (iv) matters for which liability cannot be excluded or limited under applicable law.

11.4 General Provisions Regarding Liability. Aras has no responsibility for claims based on Non-Aras Applications, items not provided by Aras, or any violation of law or third party rights caused by the Customer or Customer Data or Customer Systems. The limitations provided in this Section 11 apply collectively to Aras, its Affiliates, contractors, and subprocessors related to the Cloud Services. The provisions of this Section 11 allocate the risks between Aras and the Customer, and Aras pricing reflects this allocation of risk and the limitation of liability specified herein.

12. Term and Termination.

12.1 Term of SaaS Terms. These SaaS Terms are effective as of the Effective Date and shall continue in effect until all Sales Orders issued under these SaaS Terms have expired or have been terminated.

12.2 Term of Purchased Subscriptions. The term of a Subscription shall commence upon the Subscription Start Date specified in the Sales Order or as otherwise agreed upon by the Parties in writing and continue for the period(s) specified in the Sales Order (the "**Initial Term**"), unless terminated earlier in accordance with the Agreement. Unless otherwise provided in the Sales Order, a Subscription will automatically renew pursuant to the terms of the Agreement for additional periods of one (1) year or such other term agreed to by the Parties in a renewal Sales Order (each a "**Renewal Term**") upon the expiration of the then current term, unless either Party gives the other Party prior written notice at least ninety (90) days before the expiration of the then current subscription term (as used herein, "**Term**" shall mean collectively the Initial Term and, upon renewal, each Renewal Term).

12.3 Termination. Either Party may terminate the Agreement for a Subscription, effective on written notice to the other Party, for cause if (a) the other Party materially breaches any provision of the Agreement, and such breach is incapable of cure or being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or (b) the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.4 Effect of Termination or Expiration. Upon any expiration or termination of a Subscription: (a) Customer's right to use and access the Cloud Services will terminate immediately and all outstanding Fees payable by Customer shall be immediately due and payable; (b) if the Agreement is terminated pursuant to Section 12.3 prior to the expiration of the Subscription Term as a result of Customer's breach of the Agreement, the remaining Fees due under the terms of the applicable Sales Order shall become immediately due and payable; (c) if the Agreement is terminated pursuant to Section 12.3 prior to the expiration of the Subscription Term as a result of Aras breach of the Agreement, Aras will refund any pre-paid Fees for Cloud Services under the applicable Sales Order (less any outstanding amounts then due and payable by Customer) as allocated to the period following the effective date of termination for which the pre-paid Fees had been paid by Customer; and (d) each Party will promptly return or destroy all Confidential Information of the other Party pursuant to Section 7 (Confidentiality). Termination under this Agreement shall not affect any other agreement between the Parties that are then in effect. Notwithstanding the foregoing (i) with respect to Customer Data, Customer Data will be returned and/or destroyed in accordance with Section 12.5, and (ii) with respect to Confidential Information, the Receiving Party may retain such Confidential Information in its data backups and disaster recovery systems until deleted in the ordinary course, provided that such information so retained will remain subject to all confidentiality obligations of these SaaS Terms until so deleted. In no event will termination relieve Customer of its obligation to pay any Fees payable to Aras for the period prior to the effective date of termination.

12.5 Return of Customer Data. Upon request from Customer in writing at least sixty (60) days prior to the expiration or termination of the Agreement, at no additional cost to Customer, Aras will make available to Customer access to an extract of Customer Data (including meta data and file data) in standard format from the most recent version of the Customer Data within a reasonable period of time following the expiration or termination of the Agreement (not to exceed 90 days). After the expiration of the Subscription Term but subject to the obligation set forth in the immediately preceding sentence, Aras will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited. Notwithstanding the foregoing and for purposes of clarification, archival copies of Customer Data will be maintained subject to Aras standard data backup and disaster recovery systems until deleted in the ordinary course provided that such information so retained will remain subject to all confidentiality obligations of these SaaS Terms until so deleted. If Customer requests the delivery of the Customer Data in a specific format or in a manner different than described in the Documentation, Customer agrees to be responsible for the expenses and fees on a time and material basis for Aras services in transferring such Customer Data in such format.

12.6 Transition Services. If Customer elects to purchase transition services upon termination of the Agreement, Aras will provide transition services to facilitate the orderly and complete transfer of the Customer Data to Customer or to any replacement provider designated by Customer ("**Transition Services**"), provided that the scope and fees of the Transition Services shall be mutually agreed in a statement of work prior to the commencement of the Transition Services. Notwithstanding the provisions of this Section, in no event shall Aras be required to disclose any of its Confidential Information or provide a license under any of its intellectual property to Customer or any third party as part of the Transition Services.

12.7 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the Parties in these SaaS Terms that, by its nature, should survive termination or expiration of these SaaS Terms, will survive any expiration or termination of the Agreement: Section 2.5 (Trial Use); Section 2.7 (Restrictions and Limitations);

Section 6 (Fees and Payment); Section 7 (Confidentiality); Section 8 (Intellectual Property Rights and Licenses); Section 9 (Indemnification); Section 10.3 (Disclaimer of Warranties); Section 11 (Limitation of Liability); Section 12.4 (Effect of Termination or Expiration); Section 13.10 (No Third Party Beneficiaries); and Section 13.13 (Governing Law and Venue). The obligations with respect to Customer Data will survive any termination or expiration of this Agreement for so long as Aras retains possession of such Customer Data (e.g., Section 12.5).

13. General Provisions.

13.1 Export Compliance. The Aras Materials and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Aras and Customer each represents (and Customer represents with respect to its Authorized Users) that it is not on any U.S. government denied-party list. Customer will not permit any Authorized User to access or use the Service in a U.S. embargoed country or region (currently as of the Effective Date, Cuba, Iran, North Korea, Syria, Russia, Crimea and certain conflict regions of Ukraine) or in violation of any U.S. export law or regulation. Customer will not use the Cloud Services for any reason if Customer, its Authorized Users or any party that owns or controls Customer are subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the U.S. Government (e.g., the Specially Designated Nationals List (SDN), and Foreign Sanctions Evaders List (FSE) of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, the United Kingdom, or other applicable government authority.

13.2 Anti-Corruption Laws. Each Party will comply with applicable Anti-Corruption Laws. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.3 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in these SaaS Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

13.4 Marketing. Neither Party shall issue any press release relating to the Agreement without the other Party's consent. Notwithstanding the foregoing, Aras may identify Customer (using Customer's name and logo) as a subscriber of Aras products and services on Aras website, in Aras marketing literature (including without limitation in any presentations or case studies), and in Aras customer lists, and Aras is hereby granted a license for the Subscription Term to use Customer's name and logo for this purpose.

13.5 Notices. Any notices to be provided under the Agreement shall be delivered in English and in writing and, if to Aras, delivered to Aras' General Counsel at the address specified in the Sales Order, and if to Customer, to the address specified in the Sales Order; provided, however, any billing related communications will be delivered to the contact provided by either Party for such communications. Notices sent in accordance with this Section 13.5 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when received, if sent by email, with signed confirmation of receipt (provided, however, email notification shall not be deemed effectively given in instances for notice of termination, notice of warranty claim or notices of indemnification); or (d) on the 5th day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notwithstanding the foregoing, Aras may provide notice to Customer of any changes to the Cloud Services, any Scheduled Downtime, or any emergency Downtime by posting notices or messages on the Aras Subscriber Portal.

13.6 Interpretation. For purposes of these SaaS Terms: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these SaaS Terms as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders.

Unless the context otherwise requires, references in these SaaS Terms: (i) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, these SaaS Terms; (ii) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend these SaaS Terms to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of these SaaS Terms to the same extent as if they were set forth verbatim herein.

13.7 Entire SaaS Terms. These SaaS Terms and the applicable Sales Order, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to Customer's use of the Cloud Services as described in the Sales Order, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

13.8 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation or law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement pertains; provided that the assigning Party provides prompt written notice to the other Party of any such permitted assignment. Notwithstanding the foregoing, a Party may not, without the other Party's prior written consent, transfer or assign this Agreement to a party which is a direct competitor of the other Party at the time of such transfer or assignment. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void.

13.9 Force Majeure. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

13.10 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

13.11 Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of the Agreement are effective unless it is in writing, identified as an amendment and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by such Party. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.12 Severability. If any term or provision of the Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any

term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.13 Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflicts of laws principles. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the Federal and State courts within Suffolk County, Massachusetts, U.S.A. The parties expressly waive and disclaim the applicability of the United Nations Convention on the International Sale of Goods.

13.14 Dispute Escalation. Prior to commencing any legal action related to the Agreement (unless immediate action is required for the purposes of protection of a Party's Intellectual Property Rights or Confidential Information), the Parties shall first attempt in good faith to resolve any dispute arising out of or relating to the Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements whether oral or written, made in the course of dispute resolution negotiations or mediation by any of the Parties, their agents, employees, experts, or attorneys, are confidential, privileged and inadmissible for any purpose in any arbitration or other proceeding involving the Parties.

13.15 Federal Government End Use Provisions. Aras provides the Cloud Services, including related software and technology, for ultimate federal government end use in accordance with the following: the Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in these SaaS Terms, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to these SaaS Terms specifically granting those rights.

13.16 Translations. These SaaS Term and the Documentation have been written in English. Aras may provide local language translations of the SaaS Terms or the Documentation in some locations. Customer agrees those translations are provided for informational purposes only and if there is any inconsistency or conflict in interpretation the English version of these SaaS Terms or any Documentation will prevail.

Appendix 1

Defined Terms

“**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual’s identity and authorization to access and use the Cloud Services.

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition only, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity, provided that any such Affiliates shall be deemed an Affiliate only for so long as such control lasts. Customer Affiliates permitted to use the Cloud Services may not be a direct competitor to Aras.

“**Agreement**” means collectively, these SaaS Terms and any exhibits, schedules and addenda attached hereto and the applicable Sales Order entered into by the Parties in which these SaaS Terms are incorporated, together with any amendment thereto executed by both Parties.

“**Ancillary Services**” means the additional services (other than the production environment of the Cloud Services) provided by Aras to Customer in connection with Customer’s purchase of the Aras Innovator SaaS Subscription, including Aras DevOps, User Acceptance Testing (UAT) Environment, and Staging Environments, and training services, all as generally described in the Documentation.

“**Ancillary Programs**” means any software that may be provided, from time to time, by Aras to Customer that is deployed on machines operated by or for Customer for purposes of facilitating Customer’s access to, operation of, and/or the Customer’s access to the Cloud Services.

“**Anti-Corruption Laws**” means all applicable laws against fraud, bribery, corruption, inaccurate books and records, inadequate internal controls, and/or money laundering, including without limitation the U.S. Foreign Corrupt Practices Act.

“**Aras Innovator SaaS Subscription**” means the Cloud Services purchased by Customer as described in the Sales Order under the product name “Aras Enterprise Subscription” or “Aras Innovator SaaS Subscription.”

“**Aras Materials**” means the Cloud Services, Ancillary Programs, Documentation, and Aras Systems and any and all other Aras proprietary technology and information, and all Intellectual Property Rights therein, including without limitation any software, processes, scripts, algorithms, user interfaces, APIs, know-how, techniques, data, designs, technical or functional descriptions, requirements, plans or reports, and/or other tangible or intangible technical materials and information, together with all updates, upgrades, improvements, modifications or derivative works of any of the foregoing.

“**Aras Personnel**” means all employees of Aras and its Affiliates involved in the performance of Services, and any contractors or subcontractors engaged by Aras and its Affiliates in the performance of any part of the Cloud Services.

“**Aras Systems**” means the information technology infrastructure used by or on behalf of Aras in performing the Cloud Services, including all computers, software, hardware, databases, and networks, whether operated directly by Aras or through the use of third-party services and including the Subscriber Portal.

“**Authorized Users**” means the individuals who are authorized by Customer to use the Cloud Services, for whom Customer has purchased a Subscription (or in the case of any Cloud Services provided by Aras without charge, for whom the Cloud Service has been provisioned). Authorized Users may include, for example,

employees, consultants, contractors and agents of Customer and its Affiliates. Notwithstanding the foregoing, Authorized Users may not include a direct competitor to Aras or its Affiliates without the prior written consent of Aras.

“Cloud Hosting Provider” means the third party cloud service provider on whose platform Aras directly provides the Cloud Services.

“Cloud Services” means the software-as-a-service provided by Aras to Customer in connection with Customer’s purchase of the Aras Innovator SaaS Subscription as listed in the Sales Order including the following: (i) the production environment of Cloud Services as described in the Documentation, (ii) Ancillary Services, (iii) Support Services, and (iv) any other services provided by Aras under the terms of the Agreement. For purposes of clarity, Professional Services, if any, are provided under the terms of a separate agreement between Customer and Aras and are not part of the Cloud Services under these SaaS Terms.

“Confidential Information” means all confidential and proprietary information in any form disclosed by one Party or its Affiliates (**“Disclosing Party”**) to the other Party or its Affiliates (**“Receiving Party”**) which is labeled as proprietary or confidential at the time of disclosure or by its nature is confidential and would be judged so under a reasonableness standard or is disclosed or provided under circumstances reasonably indicating that it is confidential or proprietary. Without limiting the foregoing, (i) the Aras Materials, the pricing offered by Aras for the Subscription and the terms of the Agreement, any information accessed via the Subscriber Portal, and any information provided by Aras to Customer for the evaluation of any additional Aras products or services in connection with the Cloud Services are Aras Confidential Information, and (ii) All Customer Data and Customer Materials are Customer’s Confidential Information. Notwithstanding the foregoing, Confidential Information does not include information that the Receiving Party can reasonably demonstrate: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with the Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with the Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party’s knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party’s Confidential Information.

“Customer Data” means any information, data, and other content, in any form or medium, that is submitted by or for Customer or an Authorized User to the Cloud Services.

“Customer Materials” means software, methodologies, templates, business processes, documentation or other material originally authored, invented or otherwise created by Customer or any third party engaged by Customer (other than Aras or any Aras Affiliate) for use with the Cloud Services, including any Non-Aras Applications used by Customer.

“Customer Systems” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, and networks, whether operated directly by Customer or through the use of third-party services, including any Non-Aras Applications.

“Data Center Region” means the geographic region in which the Cloud Services environment is physically located which is available from the Cloud Hosting Provider on whose platform Aras provides the Cloud Services.

“Documentation” means the then current Aras customer documentation relating to the operation and use of Cloud Services, including cloud services description, user guides, instructions, or other technical documents that Aras provides or makes available to Customer in any form or medium and which describes the functionality, components, features, or requirements of the Cloud Services. Documentation does not include marketing materials.

“**Effective Date**” means the Subscription Start Date of the Subscription under the initial Sales Order in which these SaaS Terms are incorporated; provided, however, if these SaaS Terms are executed by the Parties, then the Effective Date shall be date of last signature on these SaaS Terms.

“**Export Control Laws**” means any and all laws that control, restrict, or impose licensing requirements on export, re-export, transfer or use of goods, software, technology or services, issued or adopted by any government, state or regulatory authority of any country in which obligations under the Agreement are to be performed, or in which Aras or any of Aras Affiliates are incorporated or operate, including without limitation, the United States of America, the United Kingdom, Japan, and the European Union or of any of its Member States.

“**Fees**” means all amounts payable under the Agreement for the Cloud Services

“**Initial Term**” means the total of the subscription periods identified in the Sales Order, commencing with the Subscription Start Date.

“**Intellectual Property Rights**” means any and all now known or hereafter existing intellectual property or other proprietary rights worldwide, including (a) rights associated with works of authorship, including copyrights, mask works rights and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature; and (f) all registrations, applications, renewals, extensions or reissues of such rights.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including for example, viruses, worms, and Trojan horses.

“**Personal Data**” means information that Customer provides or for which Customer provides access to Aras, or information which Aras creates or obtains on behalf of Customer, in accordance with these SaaS Terms that: (i) directly or indirectly identifies an individual (including, for example, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, passwords or PINs, user identification and account access credentials or passwords, biometric, answers to security questions, and other personal identifiers).

“**Professional Services**” means professional services, including any implementation, configuration, custom development, or consulting services that Aras provides to Customer pursuant to a Sales Order and as described in a separately executed statement of work that defines the scope of the services engagement.

“**Sales Order**” means a quote or ordering document or online order for the Aras Innovator SaaS Subscription to be provided hereunder that is entered into between Customer and Aras or an Aras Affiliate, which Sales Order shall describe the Cloud Services, the number of Authorized Users, the Subscription Term, the fees payable for such Services, and any other commercial terms as agreed to between the Parties.

“**Subscriber Portal**” means the Aras website that subscribers who have a paid subscription to Cloud Services may have access to during the Subscription Term.

“**Subscription**” means the access to the Aras Innovator SaaS Subscription as specified in one or more Sales Order(s) during the Subscription Term.

“**Subscription Start Date**” means the start of the Subscription as identified on the applicable Sales Order.

“**Subscription Term**” means the period(s) of time from the Subscription Start Date until the expiration or termination of Customer’s access to the Cloud Services as specified in the Sales Order. Minimum Subscription Term is one year.

“**Support Services**” means the Aras standard customer support services, included with Customer’s Subscription to the Cloud Services, as described in the Documentation.