

ARAS INNOVATOR® SUBSCRIPTION AGREEMENT – Version 9.3

This Aras Innovator Subscription Agreement (formerly known as the Aras Innovator Click Thru Agreement) is a legal agreement between the entity identified in a Sales Order as the end user customer (the “**Licensee**”) and Aras Corporation, on behalf of itself and the Aras Affiliate identified in the Sales Order (“**Aras**”) for a paid subscription to the Aras Innovator software product and any other Aras Product described in the applicable Sales Order as described herein. This Agreement comprises the complete understanding between the Parties on the subject matter and supersedes any previously executed license agreement or other master agreement entered by the Parties unless expressly identified in the Sales Order. Aras and Licensee each may be referred to individually as a “**Party**” or collectively as “**Parties**.” Capitalized terms used in this Agreement, and not otherwise defined elsewhere in this Agreement, are defined in Section D.6 (Defined Terms).

A. LICENSE TO THE LICENSED SOFTWARE

A.1 GRANT OF LICENSE.

A.1.1 License Grant. Subject to the terms and conditions of this Agreement (including payment of all applicable fees), Aras grants to Licensee for the Subscription Term a non-exclusive, non-transferable (except as expressly permitted in Section D.5(h)(Assignment) of this Agreement), and non-sublicensable right and limited license to the Licensed Software described in the Sales Order (including any related Aras Materials as described herein) solely for Licensee’s internal business operations and only for the following purposes to:

- (a) download, install and use the Licensed Software in object code format only on computer servers owned or leased by Licensee (or on a third party service provider’s servers that are under Licensee’s control) and permit the use thereof solely by Licensee and its Affiliates, and their respective employees, contractors and consultants and the employees of their suppliers and customers (collectively, “**Authorized Users**”), subject to any limitations set forth in the applicable Sales Order including limitations on the aggregate number of Authorized Users;
- (b) make and use a reasonable number of copies of the Licensed Software solely for backup and disaster recovery purposes, provided Licensee shall reproduce all confidentiality and proprietary rights notices on all copies of the Licensed Software;
- (c) utilize the Aras Materials provided by Aras to Licensee, including any Aras Materials made available by Aras via the Subscriber Portal which are applicable to the Subscription, or which may have been provided as part of Subscription Services, solely for use with the Licensed Software; and
- (d) make a reasonable number of copies of the Documentation and distribute such copies to Authorized Users for use in connection with the Licensed Software, provided Licensee shall reproduce all confidentiality and proprietary rights notices on all copies of the Documentation.

Licensee’s use of the Licensed Software may be subject to usage limits as set forth in the Sales Order, and Licensee agrees to comply with such usage limits. Licensee acknowledges that Licensee’s access to a License Key or access to other software tools and programs as a result of Licensee’s access to the Subscriber Portal does not expand Licensee’s license as described in the Sales Order; it being the intent that Licensee’s rights are only to the Licensed Software identified in the Sales Order (subject to the usage limits described therein), and to any Aras Materials that Aras specifically delivers to the Licensee, or to the Documentation applicable to the Licensed Software.

A.1.2 Community Edition. This Agreement applies only to a paid subscription to the Licensed Software. The Community Edition (previously referred to as the free edition) of Aras Innovator is subject to separate terms and is not subject to the license grant set forth in this Agreement. Upon the commencement of the paid subscription to the Licensed Software under a Sales Order, the Parties agree that the term of any license for the Community Edition licensed by Licensee shall expire automatically upon the commencement of the paid Subscription of the Licensed Software; it being the understanding that Licensee may not license both the Community Edition of the Licensed Software and a paid subscription of the Licensed Software that run concurrently unless otherwise agreed in writing by Aras in its sole discretion.

A.1.3 Trial Licenses. The Licensed Software may be provided to Licensee for demonstration, test, or evaluation purposes, as described in the applicable Sales Order (“**Trial License**”). Trial Licenses are limited specifically to use for demonstration and evaluation purposes only and subject to any other limitation on the scope of the license set forth in the Sales Order, and Licensee agrees not to use the Licensed Software for any production purposes. Notwithstanding anything to the

contrary set forth in this Agreement, the Trial License is provided as-is, without any representations or warranties of any kind, and is at Licensee's sole risk. The Trial License cannot be used in production environments or to process production data. Aras has no obligation to provide support, maintain or provide any assistance regarding any Trial License unless otherwise expressly stated in the Sales Order. 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 (e.g., loss of profits, loss of use or data, damage to systems or equipment or business interruption) with respect to Licensee's use under the Trial License. Licensee is not entitled to any defense, indemnification or warranty protection for licenses granted under a Trial License.

A.1.4 Product Specific Terms. An Aras Product licensed by Licensee under the terms of a Sales Order may be subject to additional terms specific to that Aras Product as designated in the Sales Order ("**Product Specific Terms**"). To the extent of any conflict between the terms of this Agreement and the Product Specific Terms, the Product Specific Terms will control as to the license and use of the product described in the Product Specific Terms.

A.1.5 Authorized Users. Licensee may only allow use of the Licensed Software for the number of Authorized Users that are permitted under the 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, Licensee 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 Sales Order. Licensee shall not permit any users other than permitted number of Authorized Users to have access and use of the Licensed Software. Licensee is responsible for its Authorized Users' compliance with this Agreement and the Sales Order (including any limitation on the number and/or the type of use of Authorized Users as described in the Sales Order). Authorized Users may not be individuals or used within a country which, in each instance, are not permitted under applicable law (including without limitation any export compliance regulations). Licensee will be responsible for additional charges, at Aras' then current rates, if the number or use by Authorized Users exceeds the entitlement under the Sales Order, and such additional charges shall be payable upon receipt of an invoice for such excess use. During the Subscription Term, additional Authorized Users may be purchased pursuant to a separate Sales Order and, unless otherwise specified in the 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.

A.1.6 System Requirements. Licensee is solely responsible for ensuring that its systems meet the hardware, software and any other applicable system requirements for the Licensed Software as specified in the Documentation. Aras has no obligations or responsibility under this Agreement for issues caused by Licensee's use of any third-party hardware or software not provided by Aras.

A.1.7 Non-Aras Applications. Licensee may purchase and/or use Non-Aras Applications in connection with Licensee's use of the Licensed Software, including without limitation purchasing the same on an Aras Sales Order, as a free download from an Aras website, or by acquiring the same from any third party, including an Aras Partner. The terms of this Agreement explicitly do not cover Non-Aras Applications. Any acquisition by Licensee of Non-Aras Applications is solely between Licensee and such third-party provider, 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 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.

A.1.8 Beta Applications. If Licensee receives access to any beta, pre-release, or evaluation version of any software tool, product or application ("**Beta Applications**"), Licensee acknowledges and agrees that such Beta Application is provided "as is" and may contain bugs, errors, or other issues that could cause system or other failures. Licensee's use of any Beta Application is subject to the terms and conditions of the applicable beta or evaluation license agreement provided by Aras at the time of delivery or access. In the absence of a separate beta or evaluation license agreement, Licensee's use of the Beta Application shall be governed by this Agreement, provided that: (i) the license granted is limited to internal evaluation purposes only and will not be used for commercial production purposes, (ii) Aras makes no warranties of any kind with respect to the Beta Application, and (iii) Aras shall have no liability arising from or related to Licensee's use of the Beta Application.

A.2 LIMITATIONS ON USE.

A.2.1. Restrictions on Use. Licensee may only use the Licensed Software, Documentation and any other Aras Materials delivered to Licensee as expressly permitted under this Agreement and the Sales Order. Without Aras express prior written consent, Licensee may not (directly or indirectly through any employee, contractor, consultant, agent or other representative) (i) sell, lease, sublicense or otherwise permit any use or access any of the Licensed Software or Aras Materials, or any derivative thereof to or by any third party, or otherwise use on a service bureau basis; (ii) reverse engineer, decompile, disassemble, merge, modify, adapt or otherwise attempt to derive source code, algorithms, tags, specifications, architectures, structures or other elements of the Licensed Software or Aras Materials (except to the extent such prohibition is expressly prohibited by applicable law and then only upon advance notice to Aras); (iii) create any derivative works of the Licensed Software or Aras Materials; (iv) incorporate the Licensed Software or Aras Materials into any other software program not provided by Aras, except for incorporation of such Licensed Software with application program interfaces that Aras makes publicly available for such Licensed Software or to the extent permitted to customize the Licensed Software in accordance with the accompanying Documentation or as otherwise performed by Aras under a separate professional services engagement; (v) interfere with any license key mechanism in the Licensed Software or otherwise circumvent any security or authentication mechanisms in the Licensed Software; (vi) remove any product identification, proprietary, confidentiality, copyright or other notices placed upon or displayed in connection with the Licensed Software, Documentation or other Aras Materials; (vii) use the Licensed Software, Documentation or other Aras Materials for any unlawful purpose or in violation of any third-party rights; (viii) use the Licensed Software in a way intended to avoid incurring fees or exceed usage limitations; or (ix) disclose, transfer or otherwise make available the results of any performance, capacity or functionality tests or any benchmarking testing of the Licensed Software to any third party, or use the Licensed Software, Documentation or other Aras Materials to create any other competitive product or service. Licensee will maintain the Licensed Software, Documentation and other Aras Materials as confidential information pursuant to the terms set forth in this Agreement. Licensee shall supervise and control use of the Licensed Software and ensure that the Licensed Software is used by Authorized Users in accordance with the terms of this Agreement. Aras training and Subscriber Portal access shall be available only for the Licensee employees and their full-time subcontractor employees in support of their Aras Subscription, unless otherwise approved by Aras in writing.

A.2.2. Embedded Third-Party Software. The Licensed Software may include or be distributed with third-party software components, including open source, that are integrated into and operate as part of the Licensed Software (the “**Third-Party Software**”). Such Third Party Software is subject to the terms and conditions of this Agreement except to the extent of any additional flow down terms of the Third-Party Software provider as described in the Subscriber Portal. Licensee agrees that it (i) will use the Third-Party Software only as an integral component of the Licensed Software and (ii) will not modify, adapt, translate or create any derivative works of the Third-Party Software or merge the Third-Party Software into any other software.

A.2.3 Future Functionality; Independent Determination of Suitability. Licensee acknowledges that purchases made under a Sales Order are not contingent on the delivery of any future functionality or features (including future availability of any licensed software beyond the current Term or any new releases), or dependent on any oral or written public comments made by Aras regarding future functionality or features. Additionally, Licensee acknowledges that it has conducted its own independent analysis regarding the suitability of the Licensed Software to meet the Licensee’s needs and that it has sufficient technical knowledge to make that determination.

A.2.4 Licensee Responsibilities. Licensee is responsible for any use of the Licensed Software through its account, including all use by Licensee’s Authorized Users. Licensee is responsible for designating one or more administrators for its account (“**Administrators**”), maintaining updated Administrator contact information, and managing access to Administrator accounts. Licensee is responsible for maintaining its own security infrastructure including implementation of secure access by Authorized Users to the Licensed Software. Licensee is responsible for implementing and maintaining reasonable administrative, physical, and technical safeguards designed for the protection of the security, confidentiality and integrity of Licensee’s data and Licensee’s use of the Licensed Software, including without limitation securely administering access to and use of the Licensed Software. Licensee is responsible for keeping adequate backup copies of data, databases, and application programs and shall be solely responsible for all restoration and reconstruction of lost or altered files, data and programs.

A.2.5 Professional Services. If Licensee purchases professional services from Aras, the terms and conditions for such services shall be subject to a separate agreement entered into between the Parties. For avoidance of doubt, professional services provided under a separate agreement shall not increase any obligations hereunder and shall have no bearing on this Agreement.

A.2.6 Restrictions on Use with AI Tools. Except as applicable with any Aras-provided AI feature or tool or if authorized by Aras in writing, Licensee specifically agrees not to use the Licensed Software, Aras Confidential Information, or any other Aras Materials, in whole or in part, as input to, in conjunction with, or for the training, fine-tuning, or development of any artificial intelligence (AI) or machine learning (ML) models or tools, including but not limited to large language models, generative AI, or automated code generation systems. In particular, unless such use is expressly permitted by Aras in writing or is part of an Aras-provided AI feature or tool, Licensee shall not (i) upload, transmit, or otherwise make available any part of the Licensed Software, Aras Confidential Information, or any other Aras Materials to any third-party AI or ML system, service, or platform; or (ii) use the Licensed Software, Aras Confidential Information, or any other Aras Materials to generate datasets, prompts, or training materials for any AI or ML system. Any violation of this section shall constitute a material breach of this Agreement and may result in immediate termination of the license and legal action for infringement of Aras' intellectual property rights.

A.2.7 Access to Subscriber Portal Materials. Licensee acknowledges that the Subscriber Portal maintained by Aras may contain materials, documentation, software, or other content related to products or services not licensed by Licensee under the Sales Order. Licensee shall not access, download, use, or otherwise engage with any such materials unless Licensee has obtained a valid license or subscription for the corresponding product or service from Aras. Any unauthorized access or use of such materials shall constitute a material breach of this Agreement.

A.3 ARAS INTELLECTUAL PROPERTY.

The Licensed Software and any other Aras Materials provided to Licensee are licensed and not sold. The Licensed Software and all other Aras Materials are protected by patent, copyright, trademark, trade secret and other laws, including without limitation, international treaties. Except for the license rights expressly granted above, all Intellectual Property Rights in and to Aras Materials, and any portion or copies thereof, remains exclusively with Aras or its licensors. This Agreement does not convey any rights of ownership in or to the Licensed Software, any other Aras Materials, and/or any copies, modifications, enhancements, updates, translations and other derivative works thereof. Licensee may not grant any security interest in the Licensed Software or any other Aras Materials or Licensee's license rights under the Sales Order with respect thereto. The licensors of the Third-Party Software, in addition to any other rights or remedies available to them, are third-party beneficiaries of this Agreement with regard to their respective component(s) to the Licensed Software.

A.4 PRIVACY TERMS.

Aras may collect certain data and information from Licensee and its Authorized Users in connection with its use of the Licensed Software and otherwise in connection with services provided under this Agreement. All such data and information will be collected and used by Aras in accordance with Aras Privacy Policy (located at <https://www.aras.com/en/privacy-policy>). Licensee hereby agrees that Licensee's business contact information (including the contact information of its employees and contractors) provided by Licensee to Aras in connection with the performance of any services related to Licensee's license of Aras products and services shall be deemed to have been provided with all necessary consents permitting Aras to process such information for purposes related to the business transactions between Aras and Licensee. It is Licensee's obligation to obtain any necessary consent required of its employees and contractors to the extent such information has been provided to Aras from Licensee. Licensee acknowledges that Aras is part of a global company with global operations, and that personal data may be processed outside of Licensee's country. All such transfers of personal data shall be in accordance with applicable data privacy laws and as described in Aras Privacy Policy, and subject to appropriate safeguards such as Standard Contractual Clauses or other lawful mechanisms. Licensee further consents, on behalf of itself and its personnel whose business contact information is provided to Aras in connection with this Agreement, to the use of such business contact information by Aras for the purpose of sending marketing communications related to Aras products and services. Marketing communications may include newsletters, product updates, invitations to events, and other promotional materials. Each individual may withdraw their consent at any time by notifying Aras in writing or by using the opt-out mechanism provided in such communications.

B. SUBSCRIPTION

B.1 SUBSCRIPTION SERVICES.

Provided that Licensee is in compliance with the terms of this Agreement and the Sales Order (including without limitation payment of all outstanding fees), the Subscription to the Licensed Software shall include the following services during the Subscription Term ("**Subscription Services**"):

(a) **Licensed Software Updates.** The Licensed Software shall include new versions, upgrades and updates to the Licensed Software that are generally released by Aras to its subscribers and that have been provided to Licensee. For the avoidance of doubt, after the initial download of such new versions, upgrades and updates during the Subscription Term, such new versions, upgrades and updates shall be licensed to Licensee pursuant to the terms of this Agreement. Licensee acknowledges that updates to the Licensed Software may not work with the Licensee's hardware, add-ons, third-party software, or customizations or modifications. The use of updates is the sole responsibility of the Licensee, and Licensee should install, test, and validate any update in a similar test environment, before installing on their production system.

(b) **Standard Support Services.** During the Subscription Term, Aras will provide Support Services to Licensee at the Support Services level purchased by Licensee as part of its Subscription as described in the Sales Order; provided, however, if the Subscription has been purchased through an Aras Partner, then some Support Services are the responsibility of the Aras Partner as described below in Section B.1(g) (Aras Partner Services). Support Services generally include the following, as further described in and subject to the terms of the Support Services Terms:

- (i) Aras will use commercially reasonable efforts to address any Error in the Licensed Software that are reported by the Licensee through the Subscriber Portal which have been confirmed by Aras, as more fully described in the Support Services Terms;
- (ii) Access to the Subscriber Portal for access to self-help resources and submission of support requests in accordance with the Support Services Terms, and tracking the status of such support requests;
- (iii) Telephone and online support per a schedule specified in the Sales Order and/or the Support Services Terms;
- (iv) Access to training materials as specified in the Sales Order and made available on the Subscriber Portal;
- (v) Access to any regularly scheduled training classes as specified in the Sales Order and subject to availability;
- (vi) To the extent made available by Aras, software tools or other materials for Licensee's use during the resolution of any support requests, such software tools and material shall be considered part of Aras Materials and are to be used by Licensee solely for the purpose of diagnosing and/or resolving any Error as described in the Support Services Terms; and
- (vii) Additional services, from time to time, may be made available by Aras in writing during the Subscription Term with respect to the Licensed Software.

(c) **Standard Upgrade Services.** If included in the Sales Order, Licensee may be entitled to receive from Aras Standard Upgrade Services as part of Subscription Services when requested by Licensee through a support request in the Subscriber Portal; provided, however, such Standard Upgrade Services are not provided if, at the time of the Standard Upgrade Services requested by Licensee, the remaining Subscription Term is one year or less, unless otherwise agreed to by Aras. Standard Upgrade Services will be provided in accordance with, and subject to the terms and conditions of, the Standard Upgrade Services Description which is available on the Subscriber Portal. If Licensee requires upgrade services which are not part of the Standard Upgrade Services, Aras and Licensee must enter into a separate agreement describing in detail the additional or non-standard services to be provided and, to the extent applicable, any additional payment terms and conditions for such non-standard services. Information and resources may be provided on the Subscriber Portal to assist Licensee if Licensee performs its own upgrade to the Licensed Software.

(d) **Customizations.** The Licensed Software may be designed to allow Licensee to make Customizations to its use of the Licensed Software. Customizations are not part of the Subscription Services but may be performed by Aras under a separate professional services agreement. Customizations made by Licensee or its contractors are not warranted by Aras under the terms of this Agreement. Standard Upgrade Services may be available for Customizations as more fully described in and subject to the limitations in the Standard Upgrade Services Description.

(e) **End-of-Life Designation.** Subscription Services as described above are provided for any release of the Licensed Software which is not designated as End of Life (“EOL”). Generally, an Aras Innovator release is available for thirty (30) months from the original product release date, after which the release is designated as EOL. Once a release is designated EOL, Aras will no longer support the release and will not be obligated to provide bug fixes, updates, or perform QA or acceptance testing of applications with respect to the release, or perform Standard Upgrade Services, unless otherwise expressly agreed by Aras in writing. EOL effective dates are available on the Subscriber Portal and are subject to change.

(f) **Excluded from Subscription Services.** Any services outside the scope of the obligations set forth above are excluded. For the avoidance of doubt, upgrades from other than the most recent prior release and work involved in correction of problems identified by Licensee which are found not to be Errors or which result from (i) use or modification of the Licensed Software in breach of the terms of this Agreement, (ii) faults, failures or malfunctions in any hardware or software not licensed by Aras, or (iii) failure by Licensee to implement recommendations or solutions or workarounds to Errors in the Licensed Software as previously advised by Aras or the Aras Partner, are excluded. Subscription Services are not available for the Licensed Software provided under a Trial License.

(g) **Aras Partner Services.** Notwithstanding the foregoing, to the extent Licensee’s Subscription is purchased through an Aras Partner, the Aras Partner may be responsible for providing the initial Support Services to the Licensee. If Licensee acquired the Licensed Software through an Aras Partner, as a value added reseller (“VAR”), then such Aras Partner is responsible for providing Licensee with end user support services, including without limitation, (i) information regarding the use and operation of the Licensed Software, (ii) the intake and classification of Licensee reported issues with the Licensed Software, and (iii) delivery of certain Error corrections, workarounds, new releases and updates to the Licensed Software. To the extent an Error cannot be resolved by the Aras Partner, then the Aras Partner will contact Aras to provide limited Support Services. Aras is not responsible for the services performed by the Aras Partner; provided, however, Aras will assist the Aras Partner where such services relate to the functionality of the Licensed Software.

B.2 SUBSCRIPTION PRICING AND PAYMENT.

(a) **Initial Term Fees and Payment.** The pricing for the Initial Term of the Subscription of the Licensed Software shall be as described in the Sales Order. The Subscription package pricing is the annual cost for Subscription Services per one production instance and shall be based upon the number of Authorized Users designated in the Sales Order. Licensee is obligated for the full amount under the Sales Order for the Initial Term at the commencement of the Subscription; provided, however, unless otherwise stated in the Sales Order, Aras will invoice Licensee on an annual basis in advance for each annual period of the Subscription Term. Unless otherwise stated in the Sales Order, each invoice will be due and payable 30 days from receipt of invoice. Except as otherwise expressly provided in this Agreement or the Sales Order, (i) payment obligations are non-cancelable and fees paid are non-refundable (except as expressly provided in this Agreement), and (ii) quantities purchased cannot be decreased during the Subscription Term. Additionally, Aras may invoice Licensee separately at any time during the Subscription Term for any fees related to Licensee’s use of the Licensed Software which exceeds the limitations set out in the Sales Order. Aras may suspend Subscription Services if Licensee has not paid when due all amounts due and payable under the terms of the Sales Order and this Agreement. Licensee is responsible for providing complete and accurate billing and contact information to Aras and notifying Aras of any changes to such information.

(b) **Renewal Price Increase.** Unless otherwise agreed to by the Parties in a new Sales Order for the Renewal Term, the price of a Subscription for the initial annual period in the Renewal Term shall be based on the then current list price at the time of renewal.

(c) **Payment for Subscription Purchased from an Aras Partner.** If Licensee purchased a Subscription from an Aras Partner to the extent there is any conflict with the terms of this Agreement and the agreement entered into between Licensee and the Aras Partner, including any purchase order (“**Partner Transaction**”), then as between Licensee and Aras the terms of this Agreement shall prevail. Any rights granted to Licensee under the Partner Transaction which are not contained in this Agreement apply only between the Licensee and the Aras Partner, and Aras shall have no obligation with respect thereto. The following shall apply with respect to transactions entered with an Aras Partner:

(i) Instead of paying Aras, Licensee will pay the applicable amounts to the Aras Partner, as agreed between Licensee and the Aras Partner. Aras may suspend or terminate Licensee’s rights to use the Licensed Software if Aras does not receive the corresponding payment from the Aras Partner. The amount paid or payable by the Aras Partner to Aras for Licensee’s

use of the Licensed Software will be deemed the amount actually paid or payable by Licensee under this Agreement for purposes of calculating the liability cap in Section D.3 (Limitation of Liability).

(ii) Instead of a Sales Order with Aras, the Sales Order details (e.g., Licensed Software, Scope of Use and Term) will be as stated in the order placed with Aras by the Aras Partner on Licensee's behalf, and the Aras Partner is responsible for the accuracy of any such order as communicated to Aras.

(iii) If the Licensee is entitled to a refund under the express terms of this Agreement, Aras will refund any applicable fees to the Aras Partner and the Aras Partner will be solely responsible for refunding the appropriate amounts to the Licensee.

(iv) Aras Partners are not authorized to modify the terms of this Agreement or make any promises or commitments on Aras' behalf, and Aras is not bound by any obligations to Licensee other than as set forth in this Agreement.

(d) **Purchase Order.** Licensee 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 Licensee issues a purchase order, the terms and conditions of this Agreement shall take precedence over any inconsistent terms and conditions in any corresponding purchase order and additional terms and conditions contained in the Licensee's purchase order will be of no force or effect. If Licensee requires Aras to execute any such purchase order or if Licensee utilizes a purchase order platform which requires Aras to accept Licensee'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 this Agreement or an agreement to additional terms and conditions.

(e) **Taxes.** All fees and any other charges incurred under the terms of this Agreement are exclusive of all federal, state, municipal, and other governmental excise, sales, use, customs, value added, and other taxes, fees or duties now in force or enacted in the future. If Aras is required to pay any such taxes, the taxes shall be billed to and paid by Licensee. Licensee agrees to pay on or before its due date all such taxes, fees, duties and charges which arise out of or in connection with this, but excluding taxes calculated on Aras' net income.

(f) **Reinstatement Fee.** If Licensee has allowed its Subscription to the Licensed Software to lapse, whether due to non-payment, cancellation, or failure to renew, and subsequently seeks to reinstate access to the Licensed Software, Aras reserves the right to charge a reinstatement fee. The reinstatement fee shall be determined at Aras' discretion and may include administrative costs, data restoration efforts, backdated subscription fees, and any costs associated with delayed reactivation. Reinstatement is subject to Aras approval and may require Licensee to enter into a new subscription agreement or comply with updated terms and conditions.

(g) **Late Payment.** 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 lesser of 1.5% of the outstanding balance per month or the maximum rate permitted by applicable law, from the due date until the date of actual payment.

(h) **Collection Costs.** Licensee will be obligated to reimburse Aras for all reasonable costs incurred by Aras in collecting any late payments or interest, including but not limited to attorneys' fees, court costs and collection agency fees.

B.3 SUBSCRIPTION TERM AND RENEWAL.

(a) **Initial Term.** The term of the Subscription shall commence on the earlier to occur of (i) the date on which the Licensed Software has been initially downloaded for new Subscriptions or (ii) the Start Date for the Subscription as set forth in the Sales Order, and shall continue for the period(s) specified in the Sales Order or as otherwise agreed upon by the Parties in writing (the "Initial Term"), unless terminated prior to the end of such period in accordance with the terms hereof.

(b) **Renewal Term; Automatic Renewal.** A Subscription for the Licensed Software will automatically renew for a period of the same duration as in the Sales Order on the terms set forth in this Agreement unless either Party gives written notice to the other Party of its intent not to renew on or before the date which is 90 days before the end of the then-current term (the "Non-Renewal Notice"). **Failure to deliver the Non-Renewal Notice during the 90-day period as described above will result in the automatic renewal of this Agreement and no further action is required by either Party.** Notices received after this deadline shall be deemed ineffective, and this Agreement shall renew automatically. Upon renewal, Licensee shall remain obligated to pay all applicable fees for the renewal term. Aras shall not be required to demonstrate actual usage or

harm to enforce Licensee's payment obligations under the renewal term. As used herein, each renewal term, is referred to as a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**".

(c) **Renewal Term Expansion Discussions.** Prior to the end of the Initial Term and each subsequent Renewal Term and provided that the Non-Renewal Notice has not been delivered as described above, Licensee agrees to review with Aras the then current and planned number of enabled named Authorized Users in order to include any expansion of the number of Authorized Users for the Subscription for the upcoming Renewal Term and determining the Subscription pricing for such Renewal Term based on the increase in the number of Authorized Users. As part of the Renewal Term Expansion discussions, Licensee will provide estimates of growth in user accounts over the Renewal Term to enable determination of the appropriate renewal price schedule to be applied.

B.4 Record Keeping, Compliance, Audit, and Excess Use

(a) **Record Keeping.** During the Term and for a period of two (2) years thereafter, Licensee shall maintain complete and accurate records documenting the location and use of the Licensed Software in a manner sufficient to permit Aras to conduct an audit in accordance with Section B.4(c) of this Agreement.

(b) **Subscription Compliance Certificate.** Within thirty (30) days of receipt of Aras written request, Licensee shall provide Aras with a signed certificate of compliance with the terms and conditions of its Subscription (including without limitation compliance with any usage restrictions such as number of Authorized Users); provided, however, Licensee shall not be required to deliver more than one compliance certificate annually unless Licensee has not been in compliance with the terms of the Subscription.

(c) **Audit.** During the Term and for a period of two (2) years thereafter, Aras shall be permitted to audit and/or shall be permitted to have its designee audit (at least once annually and in accordance with Aras' standard procedures, which may include on-site and/or remote audits of facilities, systems, records and personnel) the usage of the Licensed Software and Licensee's compliance with this Agreement. Aras will conduct any such audit during regular business hours. Licensee shall cooperate reasonably in the conduct of such audits. Any reasonable and actual costs incurred by Aras for such audit shall be paid by Licensee if the audit results indicate usage more than the licensed quantities or levels by at least five percent (5%), underpayment of any fees by at least five percent (5%) or breach of this Agreement.

(d) **Excess Usage.** If Licensee's use of the Licensed Software exceeds the permitted usage metrics in the Sales Order, then Licensee will be subject to additional fees for such excess usage at Aras' then-current rates. Upon request, Licensee will execute an additional Sales Order or amendment to the applicable Sales Order covering such additional usage and the fees for such additional usage will accrue from the date the excess usage began (together with an interest rate of one and one-half percent (1.5%) per month or partial month from the date such excess usage began until payment). Notwithstanding the foregoing, failure of Licensee to enter an additional Sales Order or amendment for such excess use does not relieve Licensee of its obligation to pay for such excess use as described in this Agreement. The assessment of additional fees shall be without prejudice to Aras' other rights and remedies with respect to such excess use.

C. CONFIDENTIALITY

C.1 CONFIDENTIALITY.

(a) **Confidential Information.** Licensee and Aras each agree to maintain the confidentiality of any Confidential Information received from the Disclosing Party for a period of two (2) years after the termination of this Agreement; provided, however, with respect to any Confidential Information that constitutes a "trade secret" under applicable law, these confidentiality obligations shall continue until such information is no longer considered a "trade secret" under applicable law. 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 Confidential Information of the Disclosing Party for any purpose other than for the purposes of this Agreement or to enforce its rights under this Agreement. The Receiving Party will not provide 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 such Representatives. Notwithstanding

the foregoing, the existence of this Agreement and the identity of the Licensed Software and the Parties to this Agreement may be disclosed for business purposes by either Party.

(b) **Return of Confidential Information.** Upon 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, (i) 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 this Agreement, and (ii) Confidential Information may be retained during the pendency of a dispute or litigation between the Parties.

(c) **Compelled Disclosure.** 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: (i) 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 (ii) 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 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.

(d) **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.

D. GENERAL TERMS AND CONDITIONS

D.1 WARRANTY AND DISCLAIMER OF WARRANTY

(a) **No Warranty for Trial License.** If Licensee has a Trial License of the Licensed Software, to the maximum extent permitted by applicable law, the Trial License of the Licensed Software is provided and licensed "as is" without warranty of any kind, either expressed or implied.

(b) **Limited Warranty for Subscription of Licensed Software.** Aras warrants that the Licensed Software, in its unmodified form as initially delivered or made available to Licensee, will be free from material Errors that prevent its operation in accordance with the functional specifications set forth in the Documentation for a period of ninety (90) days following the initial Delivery of the Licensed Software (the "**Licensed Software Warranty Period**"), provided that Aras has been notified of such Error within the Licensed Software Warranty Period. If Aras has been notified in writing of a breach of the foregoing warranty within the Licensed Software Warranty Period, then Aras shall, at its sole discretion and as Licensee's exclusive remedy (i) correct, repair or replace the non-conforming Licensed Software provided that Licensee has reasonably cooperated with Aras to correct such Error (including providing Aras with additional information regarding the Error in order to verify the Error); or (ii) terminate the Subscription for the non-conforming Licensed Software and refund to Licensee any pre-paid fees for the Subscription of the non-conforming Licensed Software covering the remainder of applicable annual period for which such pre-paid fees have been paid to Aras, upon verification, satisfactory to Aras, that the non-conforming Licensed Software has been removed from Licensee's computers and networks and is no longer available to Licensee for its use. The issuance of a new release will not re-start the Licensed Software Warranty Period but will be subject to the Limited Warranty for Support Services and Upgrade Services as described below. **THE FOREGOING OPTIONS CONSTITUTE ARAS' ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY IN THE EVENT OF A BREACH OF THIS LIMITED WARRANTY.** The foregoing warranty and remedies do not apply to any Aras Materials other than the Licensed Software provided under the terms of a Sales Order.

(c) **Limited Warranty for Support Services and Upgrade Services.** Aras will perform Support Services and Upgrade Services in a professional and workmanlike manner consistent with industry standards and, for a period of ninety (90) days

from the delivery of such Support Services and Upgrade Services, Aras warrants that any upgrades, patches, service packs, or corrective fixes which are supplied by Aras while performing Support Services or Upgrade Services (“**Support Materials**”) will be free from material Errors for a period of ninety (90) days following delivery thereof to Licensee (the “**Support Warranty Period**”), provided that Aras has been notified of such breach of warranty during the Support Warranty Period. **FOR ANY BREACH OF THE FOREGOING WARRANTY, LICENSEE’S EXCLUSIVE REMEDY AND ARAS ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE SUPPORT SERVICES OR UPGRADE SERVICES WITH RESPECT TO THE NON-CONFORMING SUPPORT MATERIALS.**

(d) **Warranty Limitation.** The warranties under this Section D.1 do not apply if such breach of warranty was caused by or arises from: (i) any Errors attributable to any modification or Customization of the Licensed Software not performed by Aras or Aras Affiliates; (ii) any Errors attributable to the Licensee’s technical infrastructure; (iii) the combination of the Licensed Software with a product, software, service or technology not licensed to Licensee by Aras or Aras Affiliates, including without limitation Errors attributable to Non-Aras Applications; or (iv) any Errors attributable to Licensee’s failure to apply updates or upgrades, or to comply with any recommendation or instruction of Aras.

(e) **Warranty Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS SUBSECTION D.1, THE LICENSED SOFTWARE AND ANY OTHER ARAS MATERIALS ARE PROVIDED TO LICENSEE ON AN “AS IS” “WHERE IS” BASIS WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, AND LICENSEE’S USE THEREOF IS AT ITS OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ARAS AND ITS LICENSORS DO NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIM, AND LICENSEE RELEASES AND WAIVES, ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING UNDER STATUTE (INCLUDING WITHOUT LIMITATION ANY STATUTORY GUARANTEE OBLIGATION REGARDING HIDDEN DEFECTS SINCE THE LICENSED SOFTWARE IS SOLD ON A SUBSCRIPTION BASIS AND IS NOT A SALE AGREEMENT) OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. ANY AND ALL WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF, THE RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE GIVEN BY ARAS OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY ARAS PARTNER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARAS DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE’S REQUIREMENTS, WILL OPERATE IN ANY COMBINATION THAT MAY BE SELECTED FOR USE BY LICENSEE OR IN COMBINATION WITH OTHER SOFTWARE, OR WILL OPERATE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO LICENSEE’S DATA. FURTHERMORE, ARAS DOES NOT WARRANT THAT ANY SOFTWARE ERRORS, DEFECTS OR INEFFICIENCIES WILL BE CORRECTED, NOR DOES ARAS ASSUME ANY LIABILITY FOR FAILURE TO CORRECT ANY SUCH ERROR, DEFECT OR INEFFICIENCY.

(f) **Inability to Exclude Warranties.** If a jurisdiction applicable to this Agreement restricts the exclusion of certain implied warranties, the limitations on how long an implied warranty may last, or the exclusion or limitation of incidental, consequential or special damages, then: (i) each warranty which cannot be excluded is limited in time to 90 days from the date of first delivery of the Licensed Software, and (ii) Aras total liability to Licensee for breach of all such warranties are limited to the amount stated in the Section D.3 (Limitation of Liability).

D.2 INFRINGEMENT CLAIMS

(a) **Indemnification by Aras.** Aras shall defend or at its option, settle any action, suit or proceeding against Licensee that is based on a claim that Licensee’s use of the Licensed Software infringes a United States, European Union or Japanese patent, copyright or other Intellectual Property Rights of a third party, and will indemnify Licensee and its Authorized Users against any and all amounts awarded against Licensee arising out of any such third party claim or action that the Licensed Software, when used in accordance with the Documentation and the terms of this Agreement, infringes, misappropriates or otherwise violates such third party’s Intellectual Property Rights. The foregoing indemnity shall not apply to any infringement, misappropriation or violation claims arising out of or related to (i) any modification of the Licensed Software other than by Aras or an Aras Affiliate; (ii) any combination of the Licensed Software with any hardware or software not provided by Aras where the Licensed Software itself would not be infringing; (iii) use of a version of the Licensed Software that has been superseded by a more current version made available to Licensee; (iv) Licensee’s Customer Data used with the Licensed Software; or (v) the Trial License of the Licensed Software.

(b) **Infringement Remedies.** Aras' entire liability and Licensee's exclusive remedy for a claim arising under this Section D.2 shall be, at Aras' sole discretion, to (i) obtain the right for Licensee to continue using the Licensed Software consistent with this Agreement; (ii) modify the Licensed Software so that it is non-infringing; or (iii) replace the infringing component of the Licensed Software with a non-infringing component. If Aras does not obtain such right to continue using the Licensed Software or does not modify or replace such Licensed Software within a reasonable time after receipt of a final judgment of infringement, misappropriation or violation with respect to the Licensed Software upon Licensee's request, Aras will provide a refund of any pre-paid fees covering the remainder of applicable annual period for which such pre-paid fees have been paid to Aras, upon verification, satisfactory to Aras, that the Licensed Software has been removed from Licensee's computers and networks and is no longer available to Licensee for its use. THE PROVISIONS OF THIS SECTION D.2 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF ARAS TO LICENSEE, AND LICENSEE'S SOLE REMEDY, WITH RESPECT TO ANY THIRD-PARTY CLAIMS FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

(c) **Indemnification Process.** In claiming any indemnification pursuant to the terms of this Section D.2, Licensee shall promptly provide Aras with written notice of any claim which Licensee believes falls within the scope of Aras' indemnification obligations. Licensee may, at its own expense, assist in the defense if it chooses; provided that Aras shall control such defense and all negotiations relative to the settlement of any such claim; and further provided that Aras shall not settle any claim without Licensee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, solely if such settlement does not fully release Licensee or places any restriction or obligation on Licensee with respect to the rights granted in this Agreement.

D.3 LIMITATION OF LIABILITY

(a) **Consequential 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 LICENSED SOFTWARE OR THE TERMS OF THIS AGREEMENT, REGARDLESS OF WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

(c) **Exclusions from Liability Limits.** Notwithstanding the foregoing, the exclusions and limitations of liability set forth in this subsection D.3 shall not apply with respect to any damages arising from (i) personal injury or death caused by the negligence of a Party, (ii) arising from a Party's express indemnity obligations set forth in Section D.2; (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.

(d) **General Provisions Regarding Liability.** Aras has no responsibility for claims based on Non-Aras Applications, or any breach or violation of law or third-party rights caused by Licensee, Licensee's contractors, Licensee's Customer Data or Licensee's technical systems. The limitations provided in this Section D.3 apply collectively to Aras, its Affiliates, and its contractors and subprocessors engaged by Aras to provide any of the Subscription Services related to the Subscription of the Licensed Software. The provisions of this Section D.3 allocate the risks between Aras and Licensee, and Aras pricing reflects this allocation of risk and limitation of liability specified herein.

D.4 TERMINATION

(a) **Expiration of Subscription.** Upon the expiration of the Subscription Term and provided that Licensee has not entered into a new Sales Order in renewal of the Subscription, then this Agreement and the license to the Licensed Software and any other Aras Materials provided hereunder shall terminate automatically, and the provisions of Section D.4(c) (Effect of Termination) shall apply.

(b) **Termination Rights.** Without prejudice to any other rights or remedies available pursuant to the terms of this Agreement or pursuant to applicable law, rule or regulation, this Agreement may be terminated pursuant to the following terms and conditions:

(i) Either Party may terminate this Agreement upon written notice to the other Party if such other Party fails to comply with the material terms and conditions of this Agreement (including any payment due) and fails to cure such non-compliance within thirty (30) days following receipt of written notice of such failure from the non-breaching Party; or

(ii) If Licensee challenges the validity, enforceability or scope of Licensee's rights in the Licensed Software (including in a crossclaim or counterclaim in a lawsuit), Aras may terminate this Agreement upon written notice to Licensee.

(c) **Effect of Termination.** Upon termination of this Agreement, Licensee's license to the Licensed Software shall end automatically. Licensee will cease using the Licensed Software, delete the Licensed Software from its systems, and return to Aras (or upon Aras request, destroy) all copies of the Licensed Software and all of its component parts, including any other Aras Materials provided to Licensee hereunder, and Aras Confidential Information in Licensee's possession. Upon request, Licensee will certify in writing to Aras that it has complied with the provisions of this section. Termination of this Agreement and return or destruction of the Licensed Software, Aras Materials and Aras Confidential Information will not relieve Licensee's obligation to pay all fees that have accrued under the terms of this Agreement for the periods prior to the effective date of termination. If termination of this Agreement is pursuant to Section D.4(b)(i) of this Agreement solely as a result of Aras default under the terms of this Agreement, Aras will refund any pre-paid Fees for the Subscription which had been prepaid by Licensee under the applicable Sales Order (less any outstanding amounts then due and payable by Licensee) as allocated to the period following the effective date of termination for which the pre-paid fees had been paid by Licensee.

(d) **Survival.** The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Subsections A.2 (Limitations on Use), A.3 (Aras Intellectual Property), A.4 (Privacy Terms), B.4 (Record Keeping, Compliance, Audit and Excess Use), C (Confidentiality), and Section D (General Terms and Conditions).

D.5 MISCELLANEOUS

(a) **Feedback.** Aras encourages its customers to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Licensed Software (collectively, "**Feedback**"). If Licensee provides such Feedback, Licensee 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 the Licensed Software or other Aras Materials) without restriction.

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

(c) **Federal Government End Use Provisions.** If the Licensed Software is being licensed directly or indirectly on behalf of the United States government, the following applies. The Licensed Software is deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable, which has been developed at private expense, contains confidential information and trade secrets of Aras and its licensors, and is subject to "restricted rights" as that term is defined in the Federal Acquisition Regulations.. The rights of the United States Government to use, modify, reproduce, release, perform, display or disclose the Licensed Software shall be governed by this Agreement.

(d) **Governing Law.** This 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 Uniform Computer Information

Transactions Act (UCITA), as may be adopted in any jurisdiction, and the United Nations Convention on the International Sale of Goods.

(e) **Dispute Escalation.** Prior to commencing any legal action related to this 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 this 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.

(f) **Compliance**

a **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 any employee or agent of the other Party in connection with this Agreement that would be a breach of Anti-Corruption Laws.

b **Export Compliance.** The Licensed Software and other Aras Materials may be subject to export laws and regulations of the United States and other jurisdictions. Aras and Licensee each represents (and Licensee represents with respect to its Authorized Users) that it is not on any U.S. government denied-party list. Licensee will not permit any Authorized User to access or use the Licensed Software in a U.S. embargoed country or region or in violation of any U.S. export law or regulation. Licensee shall comply with all such regulations and agree to be solely responsible for determining whether it may export, re-export or import the Licensed Software and any other Aras Materials in a legally compliant manner. Licensee agrees not to, directly or indirectly, export, re-export or transship products, technology or software, including, without limitation, the Licensed Software, in violation of any applicable U.S. export control laws and regulations or any other applicable export control laws of any country having jurisdiction over the Parties or the transaction contemplated by this Agreement.

c **Supplier Code of Conduct.** If provided to Aras at the time of the execution of the Sales Order, Aras will acknowledge receipt in writing of the Licensee's Supplier Code of Conduct (the "**Supplier Code of Conduct**"). Aras is committed to conducting business in an ethical and honest manner and in compliance with all applicable laws and regulations consistent with the principles set forth in the Supplier Code of Conduct. Aras agrees that, during the Subscription Term, in its conduct of business with the Licensee that it will comply with the core principles set forth in the Supplier Code of Conduct to the extent consistent with all applicable laws and regulations that are in effect governing Aras' business and its products and services.

(g) **Severability.** If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect.

(h) **Assignment.** This Agreement is not assignable, in whole or in part, by Licensee without the prior written consent of Aras, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement to its Affiliate or in connection with a merger or sale of all of Licensee's stock or all or substantially all of the assets of Licensee provided that such assignee is not a direct competitor to Aras. Any attempt at assignment by Licensee, including by means of merger, acquisition, operation of law or otherwise, that is not expressly permitted under the terms of this Agreement or that is done without such consent shall be null and void and of no force and effect.

(i) **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 this Agreement, for any failure or delay in fulfilling or performing any obligation under this Agreement (except for any obligations to make payment), 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 this 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 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.

(j) **Entirety.** This Agreement 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 the Licensee's use of the Licensed Software 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. Except as otherwise expressly stated herein, no other terms or conditions and no modification, alteration or amendment of this Agreement shall be binding upon Aras unless accepted in writing by an authorized officer of Aras. Aras expressly rejects any terms and conditions contained in any purchase order or other document presented by Licensee prior to or after the date of this Agreement or any Sales Order provided under the terms of this Agreement.

(k) **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and nothing in this Agreement is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, provided that all Aras Partners will be deemed to be third party beneficiaries for purposes of this Agreement to the extent applicable to the transaction with Licensee.

(l) **Statistics Data.** Licensee acknowledges and agrees that the Licensed Software may collect certain quantitative and qualitative data related to the use of the Licensed Software ("**Statistics Data**") and transmit such information to Aras, additional information regarding this feature can be found in the applicable Documentation. This data may include information about Licensee's license key(s), the version of the Licensed Software, the operating environment and the language packs installed, aggregate of the number of users logged in and the amount of data managed by the Licensed Software. Statistics Data does not include Licensee's Customer Data and will not individually identify the Authorized Users. This information allows Aras to (i) compile statistical information related to the performance, operation and general use and measurement of the Licensed Software in order to improve its performance and functionality, (ii) verify compliance, and relevant information to assist technical support and updates to the Licensed Software, (iii) enhance the security of the Licensed Software, and (iv) any other lawful business purposes related to the use and operation of the Licensed Software. This information allows Aras to be more efficient in its communications regarding software patches, critical bug fixes and technical bulletins. No software updates will be automatically applied to Licensee's installation. The Statistics Data collected by Aras is intended to be non-Personal Information.

(m) **Notice.** All notices and other communications required or permitted under this Agreement will be in writing and delivered by confirmed transmission, by courier or overnight delivery service with written verification of receipt, or by registered or certified mail, return receipt requested, postage prepaid, and in each instance, will be deemed given upon receipt. All such notices, approvals, consents, and other communications will be sent to the addresses set forth in the Sales Order or such other address as may be specified by either Party to the other in accordance with this Section. All notices to Aras will be copied and addressed to the attention of General Counsel.

(n) **English Language.** This Agreement is written in the English language, and such language shall be controlling for all purposes of this Agreement. Any translation of this Agreement or any other Documentation into another language shall be for the convenience of the Parties only and shall have no effect on the interpretation of this Agreement or the Documentation. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise provided for convenience only, shall be in the English language.

D.6 DEFINED TERMS

“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.

“Agreement” means this Aras Innovator Subscription Agreement, the Sales Order, and any other incorporated terms which are identified in this Aras Innovator Subscription Agreement and/or the Sales Order.

“Anti-Corruption Laws” means all applicable laws against fraud, bribery, corruption, inaccurate books and records, inadequate internal controls, and/or money laundering, in effect from time to time, including but not limited to the United Kingdom Bribery Act of 2010 and the U.S. Foreign Corrupt Practices Act.

“Aras Materials” means the Licensed Software, Documentation, and any and all other Aras proprietary technology and information to the extent provided or otherwise made available to Licensee, and all Intellectual Property 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, training materials 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 Partner” means an Aras authorized partner or distributor that has been granted a license from Aras to resell or distribute subscriptions to Aras products and services to be licensed by end user licensees under the terms of this Agreement.

“Aras Product” means any Aras product licensed by Licensee under the terms of the Sales Order but not including any third party products that Aras may license for the benefit of a third party. Any Aras Product licensed to Licensee will be subject to the terms of this Agreement; provided, however, if the Aras Product in the Sales Order identifies any Product Specific Terms, then the Aras Product shall be subject to the Product Specific Terms as described in Section A.1.4.

“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, the Aras Materials, the pricing offered by Aras for the subscription in the Sales Order and the terms of this Agreement, any information accessed via the Subscriber Portal, and any information provided by Aras to Licensee for the evaluation of any additional Aras products or services in connection with the Licensed Software shall be considered Aras 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 being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or its Authorized User’s noncompliance with this 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 the Licensee’s data used by Licensee and its Affiliates and Authorized Users in its use of the Licensed Software.

“Customization” means changes that are available from the out-of-the-box features or functionality of the Licensed Software which allows a customer to tailor the Licensed Software to meet the customer’s specific needs or preferences.

“Delivery” means the date the Licensed Software is first made available to Licensee.

“Documentation” means the then current Aras customer product documentation relating to the operation and use of the Licensed Software, including any user guides, instructions or other technical documents that Aras provides or makes available to its customers who have purchased a subscription to the Licensed Software, and which describes the functionality, components, features or requirements of the Licensed Software, as the same may be updated by Aras from time to time. Documentation does not include marketing materials.

“Error” means a verifiable and reproducible failure of the Licensed Software to conform to the specifications described in the applicable Documentation.

“Intellectual Property Rights” means all worldwide intellectual property rights in existence now or in the future, including, without limitation, copyrights, trademarks, service marks, trade secrets, know-how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.

“License Key” means the software key provided to Licensee by Aras that is necessary to allow use of the functionality of the Licensed Software in accordance with the applicable Sales Order and the terms of this Agreement.

“Licensed Software” means the Aras Innovator licensed software (in object code, machine-readable, format only) licensed to the Licensee pursuant to a Sales Order, including any new releases, updates, or versions that Aras may make available under the terms of this Agreement.

“Licensee” means the entity identified in the Sales Order or identified as the End User in a purchase order issued by an Aras Partner

“Non-Aras Applications” means any software or services provided by, and any software functionality that is intended to interoperate with the Licensed Software which has been licensed from, a third party other than Aras or an Aras Affiliate. For purposes of clarity, Non-Aras Applications may be licensed pursuant to the Sales Order; however, such Non-Aras Applications are subject to the third-party licensing terms identified in the Sales Order.

“Sales Order” means a written quote or sales order (or other ordering document agreed to by the Parties) issued by Aras (or an Aras Affiliate) and accepted by the Licensee for the license of the Licensed Software (either directly or through an Aras Partner), which Sales Order shall describe the Licensed Software, the number of Authorized Users, the Subscription Term, the fees payable for the Licensed Software, and any other commercial terms as agreed to between the Parties.

“Standard Upgrade Services” means Aras standard services to provide its subscribers who have a paid subscription to Aras products to upgrade the Aras Innovator production instance from its current release to a “target” release as described in, and pursuant to the terms of, the Aras Standard Upgrade Services Description which is made available on the Subscriber Portal.

“Subscriber Portal” means the Aras website, portal or other digital delivery mechanism that subscribers who have a paid subscription to Aras products may have access to during the Subscription Term.

“Subscription” means a paid subscription to the Licensed Software for the Subscription Term as described in the Sales Order.

“Subscription Start Date” means the start of the subscription to the Licensed Software as identified on the applicable Sales Order.

“Subscription Term” shall mean the period(s) of time from the Subscription Start Date until the earlier to occur of (i) the End Date of the last period as identified in the Sales Order, or (ii) termination of the subscription under the terms of this Agreement.

“Support Services” means the Aras standard customer support services, included with the Licensee’s Subscription as described in the Sales Order, and subject to the terms of the Support Services Terms.

“Support Services Terms” means the Aras Support Services Terms and Conditions which is located on the Subscriber Portal.