

Test & Demo License Terms (Cloud)

Partner agrees to comply with the terms and conditions set forth herein which are in addition to the terms stated in the Partner Agreement regarding the use of any software as released by ARIS for Partners on the Partner Exhibit Page <https://aris.com/partner-program-exhibits/> for Test and Demo purposes as defined below ARIS ("Software"). In order to obtain any Software stated in this Supplement. Partner must request it from ARIS, either through a Partner Account Manager (PAM) or by contacting partnersupportdesk@aris.com. All Software is provided on a limited term basis as stated in the request form but in no event shall the term be greater than 12 months. Any defined terms used in this Supplement that are not defined herein are based on the definitions set forth in the Partner Agreement. In the event of any conflict the terms and conditions of this Supplement shall take precedence to the Partner Agreement.

DEFINITIONS	
Agreement	means jointly the Order Form, this Supplement and the Partner Agreement. Partner Agreement on the Partner Exhibit Page at https://aris.com/partner-program-exhibits/ .
Partner Agreement	means the PartnerConnect Program Agreement as concluded between ARIS and Partner.
Partner	means Partner who signs the Order Form.
Software	means the Software as defined below and related documentation unless stated otherwise.
Test & Demo Use/Purposes	means the scope of usage as specified under section 1 of this Supplement

1. LICENSE GRANT

1.1 Software License Grant: Subject to the terms and conditions set forth in this Agreement. the ARIS grants to the Partner a non-exclusive, non-transferable, non-sublicensable right to use the object code version of ARIS the Software and related documentation ("Documentation")

- (a) solely for testing purposes and for training its own employees ("Test Licenses");
- (b) in the Territory solely for the purpose of conducting demonstrations to potential leads, evaluation, quality verification, testing connectivity with Partner's own products ("Demo Licenses"); and
- (c) internally (in a non-productive use) for the purpose of creating or combining the Software with any Partner or third party software that Partner may market as a sales or technical bundle ("Solution Packages") (productive use of the Software as part of any Solution Package or the right to distribute Software as part of any Solution Package in not within the scope of the license grant and requires a separate agreement).



1.2 Restrictions: Unless otherwise agreed in this Agreement. Partner shall not:

- (a) grant access to the Software licensed herein to any third party; or
- (b) leave the Software with a third party, or at a third party's site, no matter whether such third party is prospective lead or not or;
- (c) use the Software, or allow the Software to be used, on behalf of or to support any third parties, whether via a services engagement, outsourcing, service bureau, time-sharing, active server page (ASP) or otherwise;
- (d) use the Software in a production or development environment, to train third parties or to deliver any other training, education, or coaching services either paid or free-of-charge outside Partner's direct employees;
- (e) appoint or engage sub-distributors for any purposes hereunder; or
- (f) copy, electronically store, reproduce or use any ARIS training materials to create the Partner's own material for training, education, or coaching purposes either partially or in full.

1.3 Proprietary Information Restriction: Partner acknowledges that the Software and its structure, underlying concepts, organization, architecture and source code, the ARIS Marks and all associated intellectual property rights are the exclusive property of and constitute valuable trade secrets of ARIS. Partner agrees not to:

- (a) disassemble, reverse engineer, or reverse compile the Software in whole or in part; or
- (b) modify, adapt alter, translate, or create derivative works from the Software; or
- (c) merge the Software with other software save to the extent expressly permitted by law; or
- (d) assign, sub-license, sell, lease or otherwise transfer or convey, pledge as security or otherwise encumber Partner's rights to a third party; or
- (e) engage in any act or omission that would impair ARIS's or its licensors' Intellectual Property Rights in the Software or any other materials, information, processes or subject matter proprietary to ARIS;

Partner will promptly notify ARIS in the event Partner suspects or becomes aware of any misuse of the Software or any violation, infringement or misappropriation of ARIS's proprietary rights therein by any Customer or other third party. ARIS expressly reserves all rights not granted under this Agreement.

1.4 Evaluation Use: In the event that a Lead would like to obtain Software solely for non-productive evaluation purposes, then the Partner will have the Lead enter into a trial license agreement directly with ARIS. Partner acknowledges that the licensed Software may contain a mechanism to disable use of the Software after the end of any period of permitted use, such period not necessarily corresponding to the term of this Agreement.

1.5 Maintenance and Support Services: ARIS has no obligation to provide any Maintenance and Support Services in relation to Software issued to Partner under this Supplement.

2.AUDIT

2.1 Audit: ARIS may audit Partner's use of the Software no more than once per calendar year. No later than 10 business days from ARIS's request Partner will confirm to ARIS in writing that Partner's use of the Software complies with the Agreement and provide sufficient detail, as reasonably requested by ARIS, to enable ARIS to assess such compliance. Subsequently, ARIS or a designated consultant may perform an onsite audit of the systems on which the Software is installed for the purpose of assessing compliance with the Agreement. In the event of any non-compliance, and in addition to any other rights and remedies available to ARIS, Partner will pay the fees for any excess use of the Software from the point in time when the scope of use was first exceeded.

3. WARRANTY, LIMITATION OF LIABILITY

3.1 Warranty Disclaimer: The Software provided to Partner under this Agreement is "as is"; without any warranty whatsoever solely for Test & Demo Purposes. THE ARIS DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

3.2 Limitation of Liability: TO THE EXTENT PERMITTED BY LAW NEITHER ARIS, ITS SUBSIDIARIES OR AFFILIATES NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE HEREUNDER. INCLUDING WITHOUT LIMITATION ANY INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. IPR INDEMNITY

4.1 Indemnity: ARIS will indemnify Partner from any third party action against Partner to the extent proximately based upon an allegation that the licensed use of the Software infringes an intellectual property right registered in a nation that is a signatory to and enforces the Paris Convention, and pay those damages or costs (including reasonable attorneys' fees) incurred by Partner related to the settlement of such action or awarded against Partner, provided that Partner: (i) promptly notifies ARIS of any such action; (ii) gives ARIS full authority, information, and assistance to defend such claim; and (iii) gives ARIS sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim.

4.2 Exclusions: ARIS will have no indemnity obligation nor other liability under this Agreement to the extent the claim is based upon: (i) Software that was modified by anyone other than ARIS; (ii) use of other than the then-current release of the Software, if the infringement could have been avoided by use of the then-current release and such release was made available to Partner; (iii) use of the Software in conjunction with other software, hardware or Partner data, where such use gave rise to the infringement claim; (iv) use of Software in a manner inconsistent with its Documentation; or (v) use of Software other than as expressly authorized in this Agreement

4.3 Remedy by ARIS: If ARIS determines that the Software is likely to be the subject of a claim of infringement ARIS may, in its sole discretion: (i) replace or modify the Software; (ii) procure the right for Partner to continue using the Software; or (iii) terminate the license to the Software and refund to Partner a pro-rated portion of the applicable unused subscription fees. TO THE EXTENT AS PERMITTED BY LAW, THIS SECTION 'INFRINGEMENT INDEMNITY' STATES ARIS'S EXCLUSIVE LIABILITY AND PARTNER'S EXCLUSIVE REMEDY REGARDING ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BY THE SOFTWARE OR ANY MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

4.4 Indemnification by Partner: Partner agrees to indemnify, hold harmless and, at ARIS's option, defend ARIS from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with:

(b) use of the ARIS Software which breaches the terms of this Agreement;

(c) use of the ARIS Software not in accordance with the Documentation;

ARIS agrees to give Partner prompt written notice of such claim and, if ARIS elects to require Partner to provide defense, ARIS shall give Partner: (1) authority to control and direct the defense and/or settlement of such claim; and (2) such information and assistance as Partner may reasonably request at Partner's expense, in connection with such defense and/or settlement. Partner shall not settle any third-party claim against ARIS unless such settlement completely and forever releases ARIS with respect thereto or unless ARIS provides its prior written consent to such settlement. In any action for which Partner provides defense on behalf of ARIS, ARIS may participate in such defense at its own expense by counsel of its choice.

5. GENERAL

5.1 Third-Party License Restrictions: The Software may contain or be distributed with certain open source, free, or commercial third-party components ("Third Party Components"), which may be subject to special license terms and conditions ("Third Party Terms") located at <http://aris.com/licenses>. Third Party Terms include important licensing and warranty information and disclaimers of third-party licensors. For the avoidance of doubt if Partner uses the Software in accordance with the Documentation, the Third-Party Terms do not restrict the rights granted under this Agreement. In the event that a third-party manufacturer no longer provides active support for any Third Party Component ARIS will use commercially reasonable efforts to respond to any issues with the Software related to the Third-Party Components.

5.2 Export Control: Partner may not download, provide access to, and otherwise export or re-export the Software, in whole or in part except as explicitly allowed in this Agreement and in compliance with all applicable laws, regulations and restrictions (whether international, federal, state, local, or provincial). ARIS reserves the right to not perform any obligation under the Agreement if prohibited by such export control laws, regulations or restrictions.