

This Master Framework Agreement sets out the basis on which ARIS will provide Cloud Services, Software, Maintenance & Support Services, and/or Professional Services.

#### A. General Terms

##### 1 AGREEMENT STRUCTURE

1.1 **Definitions:** Any capitalized terms used in any Agreement shall have the meaning set out in Annex 1, unless the context requires otherwise.

1.2 **Order Forms.** Customers will obtain Cloud Services, Software, and Professional Services by executing an Order Form which is governed by this Master Framework Agreement. By entering into this Master Framework Agreement, Customer is entering into it for its own benefit and equally the benefit of its Affiliates. Any Affiliate may obtain Products or Professional Services hereunder by the issuance of Order Forms referencing this Agreement. Customer may act as agent for an Affiliate in the negotiation, execution, and administration of this Agreement and any Order Forms, and in so doing, Customer shall have all the powers of that Affiliate and is responsible for Affiliate's obligations. Each Order Form is a separate contractual commitment by the parties signing the Order Form. Nothing contained in this Agreement or any other Order Form will be deemed to make Customer responsible for any of the obligations of any Affiliate, nor any Affiliate responsible for the obligations of Customer or any other Affiliate, provided that the party entering into the Order Form is responsible for the obligations under such Order Form.

1.3 **Attachments:** Attachments form an integral part of the Master Framework Agreement. The provisions of Attachments shall be binding on the Parties and shall apply with the same force and effect as the provisions set forth in this Master Framework Agreement. Attachments are as follows:

- (a) AI Services Addendum
- (b) Data Protection Addendum
- (c) Data Act Addendum
- (d) Global Code of Business Conduct & Ethics for ARIS Compliance Provisions
- (e) Data Security Policy

The Attachments are available at [www.aris.com/terms](http://www.aris.com/terms) and may be updated by ARIS from time to time. ARIS will not amend Attachments in a manner which degrades or reduces the scope, effectiveness or security of any Products/Professional Services.

1.4 **Order of Precedence:** ARIS will provide Products/Professional Services on the basis of the following and in this order of precedence:

- (a) any Amendment and/or Order Form to the Master Framework Agreement;
- (b) the Master Framework Agreement;
- (c) the Attachments

1.5 **Customer Terms and Conditions:** Any general terms and conditions of the Customer shall not apply to the relationship between ARIS and Customer—unless expressly accepted in writing by ARIS, in which case they shall apply only as a supplement—and in the event of any conflict between such Customer terms and the terms of the Agreement, then the terms of the Agreement shall prevail unless otherwise expressly agreed. Any standard "purchase order" terms of the Customer are expressly rejected.

##### 2 CUSTOMER'S OBLIGATIONS

2.1 **Customer's Obligations:** The Customer agrees to cooperate reasonably and in good faith with ARIS in the performance of the Services. In particular, the Customer shall:

- (a) provide ARIS with timely access to all Customer Data, information, materials, systems and personnel reasonably required for the proper performance of the Services;
- (b) ensure that any information it provides is complete and accurate to the best of its knowledge;
- (c) promptly notify ARIS of any issues that may affect the performance or delivery of Professional Services; and
- (d) ensure it always backs up Customer Data on systems managed by Customer in accordance with good industry practice prior to allowing access to the same to ARIS in connection with the provision of any Professional Services.
- (e) ensure that its Product are kept up to date to the extent updates are available and shall implement each update without undue delay.
- (f) ensure that all contact information of its designated points of contact is complete, accurate, and kept up to date at all times

##### 3 PAYMENT

3.1 **Payment:** Unless otherwise agreed, all payments set out in any Order Forms are due and payable within 30 days of date of invoice (regardless of the issuance of a Purchase Order) and are non-refundable, non-cancellable, and irrevocable. All payments shall be made without recoupment or set-off and are exclusive of taxes and duties. Customer agrees to bear and be responsible for the payment of all taxes and duties including, but not limited to, all sales, use, rental, receipt, personal property and other taxes (but excluding taxes based upon ARIS' income), which may be levied or assessed in connection with the Agreement. Unless otherwise agreed, fees for Products shall be invoiced by ARIS and paid by the Customer annually in advance. Fees for Professional Services will be invoiced as stated on an Order Form and paid by the Customer upon commencement of the services.

3.2 **Taxes:** All charges referred to in the Agreement are expressed as exclusive of all applicable Indirect Taxes. If any Indirect Taxes are payable in relation to any goods, services, or other supplies made under or in connection with the Agreement, including the provisioning and fulfilment of such supplies, then:

- (a) the applicable Indirect Taxes shall be added to any charges payable by Customer;
- (b) Customer shall pay or reimburse the amounts of such Indirect Taxes to ARIS on or before the due dates for satisfaction of such invoices.

3.3 **Withholding Taxes:** The provision and payment of Products/Professional Services do not trigger any withholding tax obligations for the Customer. If Customer determines that any withholding taxes are imposed by the applicable jurisdiction(s) on the payments made by the Customer to ARIS under the Agreement, the Customer shall promptly notify ARIS in writing. The Parties shall cooperate fully and provide all requested information and documentation to support the reduction of withholding under the applicable Double Tax Treaty, including but not limited to any tax residency certificates, beneficial ownership declarations, or other relevant documentation. In the event that withholding tax is required and no exemption applies, the Customer shall increase the payment so that the net amount received by ARIS, after deduction of such withholding tax, equals the amount that would have been received had no withholding been required.

##### 4 CONFIDENTIALITY

4.1 **Confidential Information:** Each Party will have access to Confidential Information of the other Party or third parties. Confidential Information disclosed is proprietary and will remain the sole property of the disclosing Party or such third parties. The Cloud Services, Software and Documentation are Confidential Information of ARIS.

4.2 **Confidentiality Obligation:** Each Party agrees:

- (a) To use Confidential Information only for the purposes of the Agreement;
- (b) To hold Confidential Information in confidence and protect it from dissemination to, and use by, any third party;
- (c) not to create any derivative work from Confidential Information;

(d) to restrict access to Confidential Information to its personnel, affiliates, agents, and contractors who need access to such Confidential Information and who have agreed in writing to treat such Confidential Information in accordance with this Agreement; and  
(e) to destroy, or upon written request return, all Confidential Information of the other Party upon termination or expiration of this Agreement.

4.3 **Exclusions:** The restrictions shall not apply to Confidential Information that:

- is publicly available or in the public domain at the time disclosed;
- is or becomes publicly available or enters the public domain through no fault of the recipient;
- is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto;
- is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure;
- is independently developed by the recipient; or
- is approved for release or disclosure by the disclosing Party without restriction.

4.4 **Compliance with law permitted:** If the recipient is required by law or a valid legal order to disclose Confidential Information, the recipient will, unless prohibited by law, give reasonable notice of such demand to allow the disclosing Party to seek a protective order or other remedy.

4.5 **Relief:** Each Party acknowledges that the failure to comply with the provisions of this clause shall result in irreparable harm to the disclosing Party for which a remedy at law would be inadequate, and therefore, in the event of the breach or threatened breach by the recipient of its obligations under this clause, the disclosing Party shall be entitled to seek equitable relief in the form of specific performance and/or an injunction for any such actual or threatened breach, in addition to the exercise of any other remedies at law and in equity.

## 5 IPR INDEMNITY

5.1 **Indemnity:** ARIS will indemnify Customer from any third party action against Customer to the extent proximately based upon an allegation that the authorized use of the Cloud Services, Software, Professional Services or any part thereof infringes any intellectual property right or trade secret, and pay those damages or costs (including reasonable attorneys' fees) incurred by Customer related to the settlement of such action or awarded against Customer, provided that Customer:

- promptly notifies ARIS of any such action;
- gives ARIS full authority, information, and assistance to defend such claim; and
- gives ARIS sole control of the defense of such claim and all negotiations for the resolution or settlement of such claim.

5.2 **Exceptions:** ARIS will have no indemnity obligation nor other liability under this Agreement to the extent the claim is based upon:

- Cloud Services, Software or Professional Services that were modified by anyone other than ARIS without its express consent;
- use of anything other than the then-current release of the Cloud Services, Software, Professional Services, fat clients, or plug-ins provided to Customer if the infringement could have been avoided by use of the then-current release and such release was made available to Customer;
- use of the Cloud Services, Software or Professional Services in conjunction with other software, hardware or Customer data, where such use gave rise to the infringement claim;
- use of the Cloud Services, Software or Professional Services in a manner inconsistent with its Documentation; or
- use of the Cloud Services, Software or Professional Services other than as expressly authorized in this Agreement.

5.3 **Remedy:** If ARIS determines that the Cloud Services, Software or Professional Services are likely to be the subject of a claim of infringement, ARIS may, in its sole discretion:

- replace or modify the Cloud Services, Software or Professional Services; or
- procure the right for the Customer to continue using the Cloud Services, Software or Professional Services;

provided, however, that if options (a) and (b) are not available to ARIS on reasonable commercial terms, then ARIS may terminate the Customer's license or access to the Cloud Services, Software or Professional Services and refund to the Customer a pro-rated portion of the applicable unused fees.

5.4 **Customer Indemnity:** Customer will indemnify ARIS from any third-party action against ARIS to the extent proximately based upon an allegation arising from:

- the unauthorized use of Customer Data with the Cloud Services, Software or Professional Services; or
- modification or use of the Cloud Services, Software or Professional Services with any Customer applications,

provided that ARIS (i) promptly notifies Customer of any such action; (ii) gives Customer full authority, information, and assistance to defend such claim; and (iii) gives Customer sole control of the defense of such claim and all negotiations for the resolution or settlement of such claim.

5.5 **Indemnification for Data Protection:** Subject to the limitations of liability set out in Section 6.2. below ARIS shall defend, indemnify and hold Customer harmless against any expense, loss, damage or costs (including reasonable attorneys' fees) in connection with claims made or brought against Customer related to loss of data or damages resulting from a failure to comply with the data protection agreement, or a breach of obligations under GDPR or other applicable data privacy laws, in cases where such claim is attributable to ARIS's breach, and not otherwise caused by Customer's act or omission.

## 6 LIMITATION OF LIABILITY

6.1 **Limitation of Liability** IN NO EVENT SHALL ARIS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL LOSS OR DAMAGES IN CONNECTION WITH ANY CLAIM THAT ARISES FROM OR RELATES IN ANY WAY TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION ALLEGED, EVEN IF ARIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY OF ANY KIND. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS CLAUSE ARE INDEPENDENT OF EACH EXCLUSIVE OR LIMITED REMEDY SET FORTH IN THIS AGREEMENT. EXCEPT IN THE EVENT OF DEATH OR PERSONAL INJURY OF A PERSON NEGLIGENTLY CAUSED BY ARIS OR GROSS NEGLIGENCE AND WILFUL MISCONDUCT. IN NO EVENT SHALL THE LIABILITY OF ARIS UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID TO ARIS BY CUSTOMER UNDER THE ORDER FORM(S) TO WHICH CUSTOMER'S CLAIM RELATES. CUSTOMER ACKNOWLEDGES THAT THE LIMITATIONS SET OUT IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT ARIS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

6.2 **DATA PROTECTION LIABILITY CAP** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATED TO A VIOLATION OF APPLICABLE DATA PROTECTION LAW, THE OBLIGATIONS SET FORTH IN DATA PROTECTION AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED TWO TIMES THE FEES PAID UNDER THE ORDER FORM(S) WHICH WERE IMPACTED BY THE DATA BREACH.

## 7 SUSPENSION AND TERMINATION

7.1 **Suspension:** ARIS may suspend Customer's access to the Services in order to:

- comply with any law, regulation, government or court order; or
- prevent any degradation of the Services caused by Customer.

ARIS will promptly resume the Services as soon as the cause of the suspension has been removed. ARIS shall notify the Customer without undue delay once

it becomes aware of circumstances leading to a suspension of the Services.

7.2 **Termination for material breach:** In the event of a material breach relating to Services, the non-breaching party may terminate the Services if the material breach has not been cured within thirty (30) days after written notice specifying such breach. In the event of termination by ARIS for Customer's material breach, all license rights relating to such Services immediately cease to exist and Customer will discontinue all use of the Services. Customer will delete any relevant Software and all copies and related materials no later than 10 days after the date of termination (and, upon request, certify such destruction to ARIS). Any terms that by their nature extend beyond termination or expiration will survive notwithstanding the termination or expiration of any Services. In the event of a rightful termination by the Customer for ARIS' material breach, ARIS will refund to the Customer a pro-rated portion of the applicable unused fees.

## 8 COMPLIANCE WITH LAWS

8.1 **Data Processing:** ARIS' Data Processing Addendum and applicable technical and organizational measures implemented by ARIS can be found as part of the Attachments mentioned in Article 1.3 above. All processing of Customer Data by ARIS is undertaken based on such Data Processing Addendum.

8.2 **Privacy Notice:** ARIS will collect and process any Operational Data that qualifies as Personal Data in accordance with its then current Privacy Notice available at [ARIS Privacy Notice - ARIS](#).

8.3 **Export Control:** To the extent that any national and international export control, sanctions and trade control laws and regulations apply to this Agreement, the Customer agrees to comply with the same and obtain any required approval, reporting and/or information obligations. Customer shall defend and indemnify ARIS against any liability arising from any breach of this clause by the Customer. ARIS is not required to perform any obligation under the Agreement if prohibited by such export control laws, regulations or restrictions.

8.4 **Usage restriction:** Customer will not use, access or provide access to the Products/Professional Services in any manner that violates an applicable economic, financial or trade prohibition, sanction or embargo, which may include but is not limited to such prohibitions, sanctions or embargoes enacted or imposed by law or other restrictive measure and administered or enforced by:

- (a) the United Nations Security Council;
- (b) the United States government;
- (c) the European Union or any of its member states' governments;
- (d) the United Kingdom;
- (e) the Singaporean government;
- (f) the Swiss Confederation; or
- (g) any other authority that has jurisdiction over the Customer, ARIS or the relevant project or activity for which the Products/Professional Services are being used, accessed or provided.

8.5 **Anti-Corruption:** The Parties will comply with all applicable laws, regulations and requirements (whether international, federal, state, local, or provincial) prohibiting bribery, money laundering, and anti-corruption. ARIS will at all times ensure compliance with its Code of Conduct and Ethics.

## 9 MISCELLANEOUS

9.1 **Third Party Components:** If the Customer a) downloads any portion of the Cloud Services and/or b) receives or uses the Software, the Customer acknowledges that such downloads and/or the Software may contain or be distributed with certain Third Party Components, which may be subject to Third Party Terms. Third Party Terms include important licensing and warranty information and disclaimers of third-party licensors. For the avoidance of doubt, if Customer uses such downloads and/or the Software in accordance with the Documentation, the Third Party Terms do not restrict the rights granted under the Agreement. In the event that a third-party licensor no longer provides active support for any Third Party Component, ARIS will use commercially reasonable efforts to respond to any issues with such downloads and/or the Software related to the Third Party Components.

9.2 **Audit:** ARIS may audit Customer's use of the Products/Professional Services no more than once per calendar year. No later than 10 Business Days from ARIS' request, Customer will confirm to ARIS in writing that Customer's use of the Products/Professional Services complies with the Agreement and provide sufficient detail, as reasonably requested by ARIS, to enable ARIS to assess such compliance. Subsequently, on giving reasonable notice to the Customer and without unreasonably interfering with Customer's regular course of business, ARIS or a designated consultant may, in accordance with any Customer security access requirements, data protection law and confidentiality obligations, perform an on-site audit of the systems on which the Products/Professional Services are installed for the purpose of assessing compliance with the Agreement.

9.3 **Assignment:** Customer may not assign, transfer, delegate, or sub-license any of Customer's rights or obligations under the Agreement without ARIS' prior written consent. Any assignment, transfer, delegation, or grant of sublicense without ARIS' consent is null and void. ARIS may transfer any rights or obligations under the Agreement in whole or in part:

- (a) to an Affiliate;
- (b) to any third party in connection with the assignment to any such third party of the right of ARIS to receive any sums payable by the Customer to it hereunder;
- (c) as part of a merger, reorganization, acquisition, sale or transfer of any of ARIS' assets, voting securities or ownership of a part or whole of ARIS' rights or obligations under the Agreement; or
- (d) as part of a merger, reorganization, acquisition, sale or transfer of one or more of ARIS' business divisions or units.

9.4 **Military Use:** The Customer shall not use, and shall not permit any third party to use, the Software or Cloud Services for any military purposes, including but not limited to the development, testing, or operation of weapons systems, military intelligence, surveillance, or combat-related activities. This restriction applies regardless of whether the use is direct or indirect, and includes use by government agencies, contractors, or subcontractors engaged in military operations. Any breach of this clause shall be deemed a material breach of this Agreement.

9.5 **Dispute Resolution:** In the event of a dispute, each Party will appoint a senior management representative to negotiate in good faith to resolve the dispute before commencing formal proceedings.

9.6 **Independent Contractors:** The Parties are independent contractors and have no power to bind or incur obligations on the other Party's behalf.

9.7 **Force Majeure:** If the performance of this Agreement or any obligation under this Agreement, except for the making of payments, is prevented, restricted or interfered with by reason of a force majeure event as defined under the Governing Law, including but not limited to fire, flood, earthquake, explosion or other Act of God or casualty or accident, or strikes or labor disputes affecting third-party vendors, inability to procure or obtain delivery of parts, supplies or power, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirements of any governmental agency, denial of service attacks, cybercrimes or malware caused by a third party, failure of utilities or any act or condition whatsoever beyond the reasonable control of and unforeseeable to the affected party, the party so affected will take all reasonable steps to avoid or remove such cause of non-performance and will resume performance hereunder with dispatch whenever such causes are removed.

9.8 **Governing Law:**

This Agreement and any dispute, claim or controversy arising out of or relating to this Agreement shall be exclusively governed by and construed in accordance with the Governing Law/Jurisdiction depending on the location of the Customer according to the Order Form as follows:

Location of Customer	Governing Law	Exclusive Jurisdiction
United Kingdom and Ireland	Laws of England and Wales	Courts of England
U.S.A., Canada, Middle- and South America,	Laws of the State of New York, United States of America	Courts of Delaware, United States of America
Germany, Austria and Switzerland	Laws of the Federal Republic of Germany	Courts of Saarbrücken, Saarland, Germany
Middle East	DIFC	DIFC
Rest of the World	Laws of England and Wales	Courts of England

Notwithstanding the foregoing, where both ARIS and the Customer have their offices as set out in the order form in the same country, the courts and the laws of that country shall have exclusive jurisdiction and apply to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement, regardless of the governing law chosen by the Parties.

Where this Agreement is governed by German Law, the Annex 2 – Local law requirements for Germany shall apply.

9.9 **Non- Solicitation**

During the term of this Agreement and for six (6) months thereafter, neither Party shall solicit or entice away any employee from the employment of the other party without its express written consent.

9.10 **Marketing:** With the prior consent of the Customer, ARIS is authorized to identify Customer as a customer in public relations and marketing materials, including identification on ARIS' website, and use Customer's corporate name and logo.

9.11 **Notices:** All notices, demands, or other communications by any Party to the other shall be deemed to have been duly given when: (i) made in writing and delivered in person with signed receipt, (ii) sent via a nationally recognized, traceable, overnight delivery carrier, to the address detailed in the order form, or to such address as the Parties may provide to each other in writing from time to time; and/or (iii) sent via written e-mail to the relevant contact(s). Notice will be effective upon delivery.

## B. Special Terms - Cloud Services and Software

If the Customer has ordered Cloud Services or Software in an Order Form, the provisions of this Section B (Special Terms - Cloud Services and Software) shall apply additionally.

### 1 CLOUD SERVICES LICENSE

- 1.1 **Provision of Cloud Services:** ARIS grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Cloud Services described in an Order Form, including Documentation for the duration of the Term. Customer and its Affiliates may use the Cloud Services for their internal use purposes only and otherwise subject to the terms of this Agreement. Customer will not receive a copy of any programs listed in the Order Form other than for temporary download of plug-ins or fat clients (which will be deemed part of the Cloud Services) as described in the applicable Order Form. Customer is solely responsible for all User use and access to the Cloud Services and the security of all Credentials and will immediately report to ARIS any suspected unauthorized use of the Cloud Services or Credentials.
- 1.2 **Use of Cloud Services:** Customer will comply with all laws and regulations applicable to Customer and to Customer's use of the Cloud Services. Customer may use and permit the use by its Affiliates of the Cloud Services for internal use only subject to this Agreement and any additional terms in the applicable Order Form and not other than as described in the Documentation.
- 1.3 **Restrictions:** Customer will not:
  - (a) permit any Third Party to use the Cloud Services or maintain or operate the Cloud Services on Customer's behalf;
  - (b) use the Cloud Services for the benefit of any Third Party, including to process the data of any Third Party; license, sub-license, sell, rent, lease, transfer, assign, distribute, outsource, permit time sharing or service bureau use, or otherwise commercially exploit or make the Cloud Services available to any Third Party, other than as expressly permitted by this Agreement and by international export laws and regulations;
  - (c) disassemble, reverse engineer, reverse compile, translate, modify, adapt, alter, copy or create derivative works from any products or services provided with the Cloud Services except to the extent permitted by applicable law;
  - (d) interfere with or disrupt the integrity or performance of the Cloud Services or the data contained therein in any way, including but not limited to:
    - (i) conducting penetration testing in multi-tenant environments;
    - (ii) conducting penetration tests in single-tenant environments without ARIS' prior written consent;
    - (iii) attempting to gain unauthorized access to the Cloud Services or their related systems or networks; or
    - (iv) storing or transmitting a virus or other malicious code through the Cloud Services; or
  - (e) disseminate performance-related information relating to the Cloud Services;
  - (f) use the Cloud Services to store or transmit infringing, libelous, offensive, unlawful or tortious material.
- 1.4 **Delivery, Acceptance, Service Level of Cloud Service:** ARIS will make the Cloud Services accessible to Customer for the duration of the Term, subject to the availability of third-party infrastructure, required and emergency maintenance, availability of third party networks and communications facilities, and force majeure events. The Cloud Services will be hosted on a shared or dedicated third-party infrastructure environment as described in the Attachments.
- 1.5 **Operational Data; Feedback:** ARIS will automatically collect Operational Data and may use Operational Data to monitor, analyse, develop, support or improve the performance of Cloud Services. Customer grants to ARIS the right to use any suggestions, enhancement, requests, recommendations, corrections or other feedback provided by Customer relating to the Cloud Services to improve the Cloud Services.
- 1.6 **Customer Data:** Customer Data is owned by Customer. Customer is solely responsible for:
  - (a) the provision and use of Customer Data with the Cloud Services;
  - (b) the accuracy, quality and content of the Customer Data;
  - (c) assessing the Cloud Services suitability for Customer's intended use;
  - (d) obtaining all necessary rights, consents and permissions pertaining to Customer Data; and
  - (e) compliance with all applicable laws in the provision and use of Customer Data in connection with the Cloud Services.

Customer grants ARIS during the term of the Order Form a worldwide, irrevocable (during the Term), non-transferable, non-assignable (except as permitted under this Agreement), sub-licensable, non-exclusive license to access, retrieve, store, copy, display, distribute, transmit and otherwise use Customer Data associated with the Cloud Services as follows:

- (i) in connection with maintaining, providing and/or making available the Cloud Services; and
  - (ii) as reasonably required in order to cooperate with legitimate governmental requests, subpoenas or court orders provided that ARIS gives Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless ARIS is legally prohibited from doing so
- 1.7 **Security:** ARIS will maintain all reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. ARIS will comply with its then current Cloud Information Security Policy and the Cloud Security Addendum which can be found as part of the Attachments.
- 1.8 **Deletion of Customer Data**  
Access to the Cloud Services will be removed upon expiry of the Trial Term or Cloud Services Term. Thirty (30) days or more after such termination, ARIS shall have the right to delete Customer's environment/tenant, dedicated virtual servers and the Customer Data following industry standard practices.

### 2 SOFTWARE LICENSE

  - 2.1 **Grant of License:** ARIS grants Customer a non-exclusive, non-transferable, non-sublicensable, subscription license to use the Software described in an Order Form, including Documentation, for the duration of the Term. Customer and its Affiliates may use the Software for their internal use purposes only and otherwise subject to the terms of this Agreement, except as otherwise stated in an Order Form.
  - 2.2 **Restrictions:** Customer will not:
    - (a) permit any Third Party to use the Software or maintain or operate the Software on Customer's behalf;
    - (b) use the Software for the benefit of any Third Party, including to process the data of any third party;
    - (c) disassemble, reverse engineer, or reverse compile the Software in whole or in part except to the extent permitted by applicable law;
    - (d) modify, adapt, alter, or create derivative works from the Software;
    - (e) merge the Software with other software, except to the extent permitted by applicable law;
    - (f) remove any proprietary notices from the Software or Documentation; or
    - (g) use the Software other than as described in the Documentation.
  - 2.3 **Delivery and Acceptance:** The Customer shall receive access to the Software, including all Documentation (i) via a secure link provided by ARIS through which the Customer may log in, or (ii) by other electronic distribution as determined by ARIS. Delivery of the Software shall be deemed completed upon provision of the Software activation key and corresponding download instructions. The Software shall be deemed accepted by the Customer upon such

delivery, and acceptance shall be irrevocable. The Customer shall be solely responsible for the proper installation of the Software on its systems, unless otherwise expressly agreed in writing.

### **3 RESERVATION OF RIGHTS**

3.1 **Ownership:** ARIS or its licensors own all intellectual property rights in and to the Products, Documentation and all related materials and all derivative works thereof. There is no transfer or assignment by ARIS of any ownership right and ARIS reserves all rights not expressly granted under this Agreement.

### **4 USAGE LIMITS**

4.1 **Usage Limits:** Customer will ensure that its usage of the Products does not exceed the usage terms set forth in this Agreement and will be liable for any excess usage at ARIS' then current rates during the period in which usages exceeds the licensed amount.

### **5 MAINTENANCE AND SUPPORT SERVICES**

5.1 **Maintenance and Support:** ARIS will provide the Maintenance and Support Services specified in an Order Form in accordance with the applicable Maintenance and Support Services description, as updated by ARIS from time to time. ARIS will not update Maintenance and Support Services in a manner which degrades or reduces the scope, effectiveness or quality of Maintenance and Support Services.

### **6 TERM AND RENEWALS**

6.1 **Minimum Term:** The Products are committed for the duration of the Term. There is no right for the Customer to cancel or terminate before the expiry of the Term.

6.2 **Renewal:** Order Forms will indicate whether Products renew automatically on expiry of any Term. Products which do not renew automatically will terminate upon expiry of the Term and will not be extended unless otherwise agreed between the parties. Products which include an auto-renewal shall automatically renew each year for successive periods of twelve (12) months each unless either Party gives the other Party written notice of non-renewal at least three (3) months prior to the end of the then-current term.

6.3 **Increase of Fees:** If the Order Form specifies a percentage by which the fees for the Products shall increase, the fees shall automatically increase by that percentage each year.

6.4 **Withdrawals and Changes:** From time to time, ARIS may change Software and/or Cloud Services, including the associated corresponding published descriptions. Changes will only be made with the intention of aligning Software and/or Cloud Services to newly adopted operational or security standards, or to make available additional functionality or features and are never intended materially to degrade any functionality or security of any associated Software and/or Cloud Services. ARIS may withdraw the availability of Software and/or Cloud Services on not less than 12 months' notice, provided that ARIS will always continue to provide such withdrawn Software or Cloud Services for the remainder of the un-expired period of any Term or work with Customer in order to migrate Customer to any replacement software and/or cloud service offering.

### **7 WARRANTIES**

7.1 **Warranties:** ARIS warrants that it will provide Cloud Services, Software and Support Services with commercially reasonable skill and care and on the basis set out in the Attachments.

7.2 **Cloud Services Warranties:** ARIS warrants that: (i) the Cloud Services, when properly used, will perform substantially in accordance with the Documentation; and (ii) the Cloud Services are subject to standard virus scanning methods designed to detect and remove malware.

7.3 **Software Warranties:** ARIS warrants to Customer that it has the right to grant to Customer the right to use the Software and to enter into this Agreement for one year from the date the Order Form is signed. The Software will conform in all material respects to the description of the Software contained in the Documentation. ARIS' entire liability and Customer's exclusive remedy under this warranty shall be that ARIS will use reasonable commercial efforts to correct, provide a workaround for, or replace any reproducible error in the Software, at ARIS' cost and expense, provided written notice itemizing such error is given to ARIS during the warranty period.

### **8 TRIALS AND PRE-RELEASE VERSIONS**

8.1 **Trial and evaluation usage:** Where agreed in an Order Form with Customer, ARIS may grant Customer and its Affiliates access to Products for trial or evaluation purposes. Such Products may be used solely for evaluation and testing purposes and/or solely as part of the proof of concept and not further or otherwise. Under no circumstances may such Products be used for any development or production purposes.

8.2 **Access to pre-releases:** From time to time, Customers may, by agreement with ARIS, be granted access to "beta" or other non-production versions of Products and/or any associated features. Any such pre-release access is subject to the applicable beta access terms which can be found as part of the Attachments.

8.3 **Disclaimer:** The Customer acknowledges that any Products provided under this Clause shall be provided "as is" without any warranty whatsoever solely for the Customer's evaluation and entirely at the Customer's own risk and no service levels or support services will apply. ARIS DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ARIS, ITS AFFILIATES NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE, 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.

### C. Special Terms - Professional Services

If the Customer has ordered Professional Services, in an Order Form, the provisions of this Section C (Special Terms - Professional Services) shall apply.

#### 1 PERFORMANCE OF PROFESSIONAL SERVICES

- 1.1 **Performance of Professional Services:** ARIS will provide the services of Consultants as defined in an Order Form to perform during the Term. ARIS' Professional Services shall be limited to consulting and support and ARIS shall not be obliged to provide more than the Commitment under the relevant Order Form. Professional Services will be delivered on the basis of a time and material engagement or fixed price. Only fixed price Order Forms may have Deliverables. Hence the Parties explicitly agree that no legal provision regarding contracts for work and labor - in particular acceptance and warranty provisions - shall apply to any performance rendered under this Agreement.
- 1.2 **Change in Scope:** Customer may require changes to Professional Services (scope, timeline, additional hours, etc) that exceed the original Order Form. The Parties agree to execute an amendment or additional Order Form to document the changes to the Professional Services. No additional Professional Services beyond the initial Order Form will be performed until such amendment/Order Form documenting the changes is fully executed.
- 1.3 **Pre-delivered services:** Where any of Professional Services have been delivered prior to the signature of any Order Form the Parties agree that the terms of this Agreement shall be deemed to apply to any such pre-delivered services.
- 1.4 **Work Schedules:** Customer and ARIS jointly decide on the work schedules and task assignment for the Consultant deployed. Customer bears the overall responsibility for the project management and the achievement of the project objectives. ARIS will support the Customer in this regard and according to the Customer's instructions.
- 1.5 **Subcontractors:** ARIS has the right to subcontract the Professional Services. Nothing herein shall relieve ARIS of its obligations hereunder.
- 1.6 **Sub-contractors:** ARIS is entitled to have a third party perform all or some of the Cloud Services, and/or Professional Services. In the event a third party is engaged to do so, ARIS, as the contractual counterparty, hereby warrants proper performance of its contractual obligations to the Customer and the Customer shall accept the services rendered by the third party as services of ARIS.
- 1.7 **Acceptance:** All time and material Professional Services are accepted upon delivery. For any fixed price Order Forms, any applicable acceptance criteria must be in the Order Form.
- 1.8 **Customer's Obligations:** Customer shall be responsible for the fulfilment of any customer obligations stated in an Order Form as a condition precedent to the proper performance by ARIS of its obligations hereunder.

#### 2 DELIVERABLES

- 2.1 **Pre-Existing Materials:** ARIS will be using concepts, ideas, techniques and skills, method, methodologies, processes and procedures related to business processes that are developed or continue to be developed by ARIS, and the use of technology in connection with such processes and their software, and which constitute an integral and continuing part of ARIS's business ("Pre-Existing Material") in order to perform the Professional Services and produce the Deliverables agreed upon in an Order Form. Nothing contained in this Agreement shall be construed as giving the Customer any right, title or interest in, or to, any Pre-Existing Material during and after the term of this Agreement. ARIS retains the right, title and interest in the Pre-Existing Material and any and all improvements, modifications, enhancements, upgrades and derivatives to, or based on, the use of any of the above, whether they are developed independently by ARIS or result from the performance of Professional Services.
- 2.2 **Rights of Use of Pre-Existing Materials for Deliverable:** ARIS grants the Customer a non-exclusive, irrevocable, and non-transferable right to use any Pre-Existing Material used in the Deliverables for Customer's internal business purposes only as agreed within an Order Form. Any other use requires ARIS' prior written consent. To the extent that new (co-)copyrights or other intellectual property rights arise in the Pre-Existing Material as a result of the Deliverables, all rights to exploit, publish, edit, and reproduce such results shall vest in ARIS, subject to the foregoing usage right. Customer shall only be entitled to use ARIS' standard software products if and to the extent such right is expressly granted to the Customer in an applicable Order Form.

#### 3 TRAVEL EXPENSES

- 3.1 **Travel Expenses:** ARIS shall be entitled to reimbursement of travel expenses incurred in connection with the performance of any Professional Services, provided that such expenses are adequate, fair and appropriate in light of the nature and location of the assignment. Reimbursable expenses include, in particular, reasonable costs for transportation, accommodation and meals. Reimbursement shall be limited to:
  - (a) second-class rail travel;
  - (b) business-class air travel;
  - (c) car expenses actually incurred (such as rental fees, fuel, tolls and parking); and
  - (d) hotel accommodation within the price range generally applicable to five-star hotels or comparable standard in the relevant location.
- 3.2 **Reimbursement:** The Customer shall reimburse ARIS for all such travel expenses actually and properly incurred by ARIS' experts in accordance with the foregoing standards, upon submission of appropriate supporting documentation (such as receipts or travel expense reports). Any expenses that may exceed the limits described above or what is generally considered adequate and fair for the relevant circumstances require the Customer's prior written approval.

## ANNEX 1

**Definitions:** Unless the context requires otherwise the following words and expressions shall bear the meanings set out below where used in the Agreement:

<b>Affiliate</b>	is any business entity which now or in the future controls, is controlled by or is under common control with a Party through the ownership of more than fifty percent (50%) of the outstanding voting stock of the controlled corporation or more than fifty percent (50%) of the equity interests of a non-corporate entity
<b>Agreement</b>	this Master Framework Agreement including the Attachments, all integrated exhibits and Order Forms referencing this Master Framework Agreement as well as any Amendment(s)
<b>Amendment</b>	any separately agreed supplemental terms or amendment signed by the Parties
<b>ARIS</b>	the ARIS entity referred to as the "Supplier" in any Order Form
<b>Business Day</b>	any normal working day from Monday to Friday in the country in which the services are delivered, other than a public holiday.
<b>Cloud Services</b>	services provided by ARIS as an on-demand solution made available via a network
<b>Confidential Information</b>	confidential or non-public information but excluding information which (i) is or becomes publicly available or enters the public domain through no fault of the recipient; (ii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations; (iii) is already in the recipient's possession free of any confidentiality obligations at the time of disclosure; (iv) is independently developed by the recipient; or (v) is approved, in writing, for release or disclosure without restriction
<b>Commitment</b>	the number of working hours for time and material or total fees if fixed price as identified in any Order Form
<b>Consultants</b>	the consultants to be deployed by ARIS referred to in an Order Form, Proposal or other agreement of which these terms and conditions form part
<b>Credentials</b>	the credentials required to access the Cloud Services associated with the Customer's account
<b>Customer</b>	the Party defined as such in an Order Form
<b>Customer Data</b>	all content, information, materials and intellectual property howsoever provided by Customer in connection with Customer's use of the Products/Professional Services excluding Operational Data
<b>Deliverables</b>	tangible results or service deliverables which are generated during the course of the Professional Services or Fast Track Services
<b>Documentation</b>	the current version of any user manuals and operating instructions generally provided with the Cloud Services or Software
<b>Existing Contracts</b>	Shall mean any Agreement between Aris or and Affiliate of Aris and the Customer
<b>Fast Track Services</b>	the pre-defined services available at <a href="http://aris.com/terms">aris.com/terms</a> as updated from time to time
<b>Fee</b>	Shall mean any remuneration the customer and Aris agreed upon in the order form for a duration of 12 month unless specified otherwise
<b>Global Code of Business Conduct &amp; Ethics for ARIS</b>	Aris Code of Conduct, can be found at <a href="http://www.aris.com">www.aris.com</a>
<b>Indirect Taxes</b>	value-added tax (VAT), goods and services tax (GST), sales tax, or any similar taxes imposed by the applicable jurisdiction(s) on any Products/Professional Services
<b>Maintenance Support Services</b>	ARIS's provision of technical assistance for the supported Software or Cloud Services, limited to error reporting, clarification of product functionalities, and general usage guidance as more particularly defined at <a href="#">General Information   ARIS BPM Community</a>
<b>Operational Data</b>	data associated with Customer's access and use of Cloud Services, including, without limitation application telemetry, IP addresses, IP configurations, stored sessions, open ports, Credentials, network metadata, and device operating system, status, version and configuration and, when using Generative AI, user inputs, augmented inputs, responses and results
<b>Order Form</b>	any order form, Statement of Work or other document agreed between the Parties which describes or includes Products/Professional Services and which incorporates this Master Frame Agreement either expressly or by reference
<b>Parties</b>	the ARIS legal entity and Customer referred to in an Order Form
<b>Period</b>	the period of time during which any Commitment is to be provided identified (if any) in any Order Form
<b>Products</b>	Cloud Services, Software, and associated Maintenance Support Services
<b>Professional Services</b>	any consulting services provided by ARIS to the Customer such as Fast Track, training, or other consulting services described in an Order Form
<b>Services</b>	shall mean Cloud Services, Software, Maintenance & Support Services, and Professional Services, or other Aris Services.
<b>Software</b>	executable computer programs and related materials
<b>Statement of Work</b>	any document executed between the Parties which describes or includes detail of the Professional Services and which incorporates this Master Frame Agreement either expressly or by reference
<b>Term</b>	the term set out in any Order Form
<b>Third Party</b>	any person or entity (other than an Affiliate) who is not a party to the agreement between ARIS and Customer

<b>Third Party Components</b>	open source, free, or commercial third party components details of which are available at: <a href="http://aris.com/terms">aris.com/terms</a>
<b>Third Party Terms</b>	means special license terms and conditions applicable to Third Party Components available on request
<b>User(s)</b>	Employee(s) or contractor(s) of Customer or its Affiliates who are authorized by Customer in accordance with the Agreement to access the Cloud Services using Credentials

## Annex 2

### - Local Law requirements

#### A. Priority.

In the event of any conflict or inconsistency between this Exhibit B and any other provision of this Agreement, the terms of this Exhibit B shall prevail.

#### B. German Law - Where this Agreement is governed by German law, the following provisions shall apply:

##### 1. Section 6 (Liability) of the Master Framework Agreement is hereby replaced in its entirety by the clause 6B set forth in this Exhibit B:

#### 6B. Liability

6B.1 The provisions governing the liability of Aris shall apply to all claims for damages and cases of liability, irrespective of the legal basis on which they arise (e.g. warranty claims, delay, impossibility, any breach of duty, existence of an impediment to performance, tort, etc.). This shall not apply to: claims of the Customer for damages resulting from injury to life, body or health; claims of the Customer in the event of fraudulent concealment of a defect by Aris or due to the absence of a quality for which Aris has assumed a guarantee; claims of the Customer based on wilful intent or gross negligence on the part of Aris; claims of the Customer under the German Product Liability Act (Produkthaftungsgesetz); and claims of the Customer within the scope of application of Sections 69 and 70 of the German Telecommunications Act (TKG).

For the above exceptions, the statutory provisions shall apply.

6B.2 Aris shall be liable for slight negligence only in the event of a breach of material contractual obligations, i.e. obligations the fulfilment of which is essential for the proper performance of the contract or for achieving the purpose of the contract and on the observance of which the Customer may regularly rely. In the event of a slightly negligent breach of material contractual obligations, the liability of Aris shall be limited to compensation for the typical damage foreseeable at the time of contract conclusion. Any further liability of Aris for slight or simple negligence is excluded.

6B.3 To the extent Aris is liable pursuant to Clause 6B.2 such liability shall be limited to the respective order value; in the case of continuing obligations, liability shall be limited to the net remuneration paid by the Customer to Aris under the respective contractual relationship within the last twelve (12) calendar months prior to the event giving rise to the damage. In addition, the liability of Aris for damages caused by delay shall be limited to 0.3% of the net order value per working day of delay, up to a maximum of 5% of the net order value.

6B.4 Claims for damages of the Customer pursuant to Clause 6B.2 shall become time-barred after one (1) year, commencing at the end of the year in which the claims arose and the Customer obtained knowledge of the circumstances giving rise to the claim and the identity of the debtor or would have obtained such knowledge without gross negligence; irrespective of such knowledge or grossly negligent lack thereof, after five (5) years from the date of their arising and, irrespective of their arising and knowledge or grossly negligent lack of knowledge, after ten (10) years from the commission of the act, the breach of duty or other event triggering the damage (long-stop period).

6B.5 Strict liability of Aris, irrespective of fault, in the area of lease law and similar usage relationships for defects already existing at the time of contract conclusion pursuant to Section 536a (1) alternative 1 of the German Civil Code (BGB) is expressly excluded.

6B.6 Any further liability of Aris is excluded.

##### 2. Section 8.3 (Disclaimer) of the Master Framework Agreement is hereby replaced in its entirety by the clause 8.3B:

**8.3B. Disclaimer:** The Customer acknowledges that any Products provided under this Clause shall be provided "as is" without. Liability shall be reduced to the statutory minimum.

#### C. US Law - Where this Agreement is governed by Laws of the State of New York, United States of America law, the following provisions shall apply:

##### 1. Section 7.3 of the Master Framework Agreement is hereby replaced in its entirety by the clause 7.3B set forth in this Exhibit B:

**7.3B Software Warranties:** ARIS warrants to Customer that it has the right to grant to Customer the right to use the Software and to enter into this Agreement for 90 days from the date the Order Form is signed. The Software will conform in all material respects to the description of the Software contained in the Documentation. ARIS' entire liability and Customer's exclusive remedy under this warranty shall be that ARIS will use reasonable commercial efforts to correct, provide a workaround for, or replace any reproducible error in the Software, at ARIS' cost and expense, provided written notice itemizing such error is given to ARIS during the warranty period.