Trial Services Terms for Cloud and Software

These Trial Services Terms and Conditions set out the basis on which ARIS ("**the Supplier**") will provide Cloud Services and/or Software to the Customer (For the purpose of these T&Cs, Partners are considered "Customer" as well) on a trial basis. These terms and conditions, together with the Attachments referred to below and all integrated exhibits and Order Forms referencing these terms and conditions are together referred to as "**the Agreement**". ARIS and Customer are each a "**Party**" and together the "**Parties**".

1. USE OF SERVICES

1.1. **Scope of Service:** Supplier grants Customer via the Order Forms either Cloud Services or Software based on the conditions described below for trial purposes only. Where these terms do not specify between Cloud Services or Software, the Terms shall apply to both, Cloud Services and Software (together the "**Services**").

1.2. **Provision of Cloud Services**: Supplier grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Supplier web-based products and services identified in an Order Form ("**Cloud Services**"), including the then current version of any user manuals and operating instructions generally provided with the Cloud Services (collectively, "**Documentation**"), for the term set out in the Order Form (" **Term**"). Customer may use the Cloud Services subject to the terms of the Agreement and solely for evaluation and testing purposes only and/or solely as part of a proof of concept undertaken either by Supplier or Customer itself and not further or otherwise. 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. "**Users**" of the Cloud Services mean employees or contractors of Customer who are authorized by Customer in accordance with the Agreement to access the Cloud Services using Customer's account credentials ("**Credentials**"). Customer is solely responsible for all User use and access to the Cloud Services and the security of any Credentials and will immediately report to Supplier any suspected unauthorized use of the Cloud Services or Credentials.

1.3. **Provision of Software Services:** Subject to the terms and conditions set forth in the Agreement, the Supplier grants to the Customer a non-exclusive, non-transferable, non-sublicensable right to use the Software identified in an Order Form ("**Software**") based on the license parameters set out in the Agreement and solely for the term and otherwise on the basis set out therein. The Customer may install and use the Software internally within its organization solely for evaluation and testing purposes only and/or solely as part of a proof of concept undertaken either by Supplier for the Customer or by the Customer itself and not further or otherwise. The Software may not be transferred, sold, assigned, sublicensed or otherwise conveyed (whether by operation of law or otherwise) to another party without Supplier's prior written consent. Under no circumstances may the Customer use the Software for any development or production purposes.

1.4. **Attachments:** Attachments form an integral part of the 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 Security Policy

The Attachments are available at www.aris.com/terms and may be updated by the Supplier from time to time. Supplier will not amend Attachments in a manner which degrades or reduces the scope, effectiveness or security of any Cloud Services and/or Software.

1.1 **Use of Services:** Customer will comply with all laws and regulations applicable to Customer and to Customer's use of the Services. Customer may use and permit the use by its Affiliates of the 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.

1.2 **Restrictions**: Customer will not:
   (a) permit any Third Party to use the Services or maintain or operate the Services on Customer's behalf;
   (b) use the 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 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 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 SUPPLIER' prior written consent; (iii) attempting to gain unauthorized access to the Services or their related systems or networks; or (iv) storing or transmitting a virus or other malicious code through the Services; or
   (e) disseminate performance-related information relating to the Services;
   (f) use the Services to store or transmit infringing, libelous, offensive, unlawful or tortious material.

1.3 **Delivery, Acceptance, Service Level of Cloud Service**: Supplier will make the 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.

1.4 **Operational Data; Feedback**: Supplier 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 SUPPLIER the right to use any suggestions, enhancement, requests, recommendations, corrections or other feedback provided by Customer relating to the Cloud Services to improve the Services.

1.5 **Customer Data**: Customer Data is owned by Customer. Customer is solely responsible for:
   (a) the provision and use of Customer Data with the Services;
   (b) the accuracy, quality and content of the Customer Data;
   (c) assessing the 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 Services.

Customer grants Supplier 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 Services as follows:
   (i) in connection with maintaining, providing and/or making available the Services; and
   (ii) as reasonably required in order to cooperate with legitimate governmental requests, subpoenas or court orders provided that SUPPLIER 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

1.6 **Security**: SUPPLIER will maintain all reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. SUPPLIER will comply with its then current Cloud Information Security Policy and the Cloud Security Addendum which can be found as part of the Attachments.

1.7 **Deletion of Customer Data**

Access to the Services will be removed upon expiry of the Trial Term or Services Term. Thirty (30) days or more after such termination, SUPPLIER shall have the right to delete Customer's environment/tenant, dedicated virtual servers and the Customer Data following industry standard practices**.**

   (d) use the Services to store or transmit infringing, libelous, offensive, unlawful or tortious material.

1.5. **Service Level**: Supplier will make the Cloud Services accessible to Customer, 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.

1.6. **Reservation of Rights**: Supplier or its licensors owns all intellectual property rights in and to the Services, Documentation and all related materials and derivative works thereof. There is no transfer or assignment by Supplier of any ownership right and Supplier reserves all rights not expressly granted under the Agreement.

1.7. **Delivery and Acceptance**: The Customer shall receive access to the Software, including all Documentation (i) via a secure link provided by SUPPLIER through which the Customer may log in, or (ii) by other electronic distribution as determined by SUPPLIER. 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.

2. CONFIDENTIALITY

2.1. **Confidential Information**: Each Party will have access to confidential or non-public information ("**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 Services and Documentation are Confidential Information of Supplier. Confidential Information will not include information that: (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.

2.2. **Confidentiality Obligation**: Each Party agrees to: (i) use Confidential Information only for the purposes of the Agreement; (ii) hold Confidential Information in confidence and protect it from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information; (iv) 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 the Agreement; and (v) return or destroy all Confidential Information of the other Party upon termination or expiration of the Agreement. If the recipient is required by law or 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.

3. WARRANTY DISCLAIMER

3.1. **Warranty Disclaimer:** The Customer acknowledges that the Services are provided "as is" without any warranty whatsoever solely for the Customer's evaluation. THE SUPPLIER DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

4. IPR INDEMNITY

4.1. **Indemnity**: Supplier will indemnify Customer from any third party action against Customer to the extent proximately based on an allegation that the use of the Services 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 attorney's fees) incurred by Customer related to the settlement of such action or finally awarded against Customer provided that Customer:
   (a) promptly notifies Supplier of any such action; and
   (b) gives Supplier full authority, information, and assistance to defend such claim; and
   (c) gives Supplier sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim.

4.2. **Exceptions**: Supplier will have no indemnity obligation nor other liability under the Agreement to the extent the claim is based upon: (i) Services modified by anyone other than Supplier; (ii) use of other than the then-current release of any fat clients or plug-ins provided to Customer for the purposes of accessing and using the Services, if the infringement could have been avoided by use of the then-current release and such current release has been made available to Customer; (iii) use of the Services in conjunction with other software, hardware or Customer data, where such use gave rise to the infringement claim; (iv) use of the Services in a manner inconsistent with its Documentation; or (v) use of Services other than as expressly authorized in the Agreement.

4.3. **Remedy**: If Supplier determines that the Services are likely to be the subject of a claim of infringement, Supplier may, in its sole discretion: (i) replace or modify the Services; (ii) procure the right for Customer to continue using the Services; or (iii) terminate access to the Services and refund to Customer a pro-rated portion of the applicable unused Services fees. THIS SECTION STATES SUPPLIER'S EXCLUSIVE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY REGARDING ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BY THE SERVICES OR ANY MATERIALS OR SERVICES PROVIDED UNDER THE AGREEMENT.

4.4. **Customer Indemnity**: Customer will indemnify Supplier from any third party action against Supplier to the extent proximately based upon an allegation arising from: (i) any access to or use of Customer Data with the Services; or (ii) modification or use of the Services with any Customer applications, provided that Supplier (a) promptly notifies Customer of any such action; (b) gives Customer full authority, information, and assistance to defend such claim; and (c) gives Customer sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim.

5. LIMITATION OF LIABILITY

5.1. **Limitation of Liability**: TO THE EXTENT PERMITTED BY LAW NEITHER SUPPLIER, 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.

6. USAGE LIMITS

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

7. TERMINATION

7.1. **Termination**: The Customer's right to use the Services will automatically terminate as of the date set forth in the Agreement or, if not otherwise specified

herein, thirty (30) days after the date that the Customer is first permitted access to the Services by the Supplier. Notwithstanding the foregoing, Supplier may immediately terminate the Agreement upon written notice to the Customer. Upon any termination (howsoever arising) or expiry, the Customer shall cease using the Services. If requested by Supplier, the Customer shall send a letter certifying that the provisions of this clause have been adhered to. All disclaimers of warranties, limitations of liability and provisions for the protection of Supplier's proprietary rights in the Services as set forth herein shall survive any termination of the Agreement.

8. COMPLIANCE WITH LAW

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

8.2. **Privacy Notice**: SUPPLIER 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 SUPPLIER against any liability arising from any breach of this clause by the Customer. SUPPLIER 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:

    8.4.a.1.   the United Nations Security Council;

    8.4.a.2.   the United States government;

    8.4.a.3.   the European Union or any of its member states' governments;

    8.4.a.4.   the United Kingdom;

    8.4.a.5.   the Singaporean government;

    8.4.a.6.   the Swiss Confederation; or

    8.4.a.7.   any other authority that has jurisdiction over the Customer, SUPPLIER 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. SUPPLIER will at all times ensure compliance with its Code of Conduct and Ethics.

8.6. **Military Use:** The Customer shall not use, and shall not permit any third party to use, the Software or 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. GENERAL

9.1. **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. Formal proceedings may not commence until 30 days have passed since the initial request to negotiate the dispute; provided, however, that a Party may file for formal proceedings at any time to avoid the expiration of any limitations period, preserve a superior position with respect to other creditors, or apply for interim, injunctive, or equitable relief.

9.2. **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:Ä

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 SUPPLIER 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.

9.3. **Notices**: All notices and demands relating to the Agreement must be in writing and sent to the other Party at the address set out in the applicable Order Form to the attention of such Party's legal department, unless a different address or recipient is designated by a Party. All notices and demands will be effective upon delivery when: (i) delivered in person with signed receipt; (ii) sent by registered mail (return receipt requested); or (iii) sent by nationally recognized trackable carrier service.

9.4. **Entire Agreement; Waiver; Priority; Severability**: The Agreement constitutes the entire agreement between the Parties, and supersedes all prior written and oral agreements and communications related to the subject matter of the Agreement. Any modifications to the Agreement must be in writing and signed by the duly authorized representatives of the Parties. Any waiver under the Agreement must be in writing and signed by the Party granting the waiver. A waiver granted under the Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of the Agreement. No failure or delay by either Party in exercising any right under the Agreement will constitute a waiver of that right. In the event of any conflict between any provision of the Agreement and any Order Forms incorporated and made part of the Agreement, such conflict will be resolved by giving precedence to the Order Form(s). Any contrary or additional terms and conditions included in any purchase order or similar document (printed or online) related to the Agreement will be invalid and non-binding, even if received, accepted, approved, or signed by a Party. If any provision of the Agreement is held invalid or unenforceable, the provision will be limited to the minimum effect necessary and the remaining provisions of the Agreement will remain

binding and enforceable. The Agreement may be executed in one or more counterparts, with the same effect as if the Parties had signed the same document. The Parties agree to the use of digital signatures.