

ADVISORY SERVICES ADDENDUM

Advisory Services, as referred to by Aris in the Agreement or the Order Form and included therein, shall be made available to the Customer as a subscription and measured in Advisory Credits (such services, "**Advisory Services**", and such subscriptions, "**Success Packages**"). Where the Customer orders a Success Package (whether on a standalone basis or as the advisory component of an AI Bundle), such Advisory Services are made available on the terms of the Agreement between the parties and this Advisory Services Addendum, which the Customer acknowledges applies to its use of the Advisory Services. Capitalized terms used and not defined here have the meanings given to them in the Master Framework Agreement (the "**MFA**") and in the License Metrics & Product-Related License Provisions document (the "**License Metrics Document**"), each available at aris.com/terms.

1. NATURE OF THE ADVISORY SERVICES

- 1.1 **Advisory access over the term:** A Success Package provides the Customer with access to ARIS advisory capacity (being guidance, coaching, structured reviews, briefings and recommendations) over the applicable subscription term. ARIS makes this advisory capacity available to the Customer throughout the term, and the Advisory Credit allocation for the Customer's tier defines and caps the volume of that access. The Advisory Services are provided on a stand-ready basis: ARIS's obligation is to make advisory capacity available to the Customer across the term, up to the Advisory Credit allocation, and is not an obligation to deliver any particular quantity of activities, sessions, days or outputs.
- 1.2 **No deliverables; advisory only:** Advisory Services are advisory in nature. They do not include, and Advisory Credits may not be applied to obtain, any deliverables, reports, work products, configuration, customization, development, implementation, project or program delivery, or any activity in which ARIS executes on the Customer's behalf. Where the Customer requires such execution services, these are provided separately as Professional Services under a separate Order Form.
- 1.3 **No acceptance; no work-and-labour characterisation:** The Advisory Services are provided with reasonable skills and care. No acceptance, sign-off, milestone or completion criteria apply to the Advisory Services or to any advisory activity. The parties agree that no legal provisions regarding contracts for work and labour (including any statutory acceptance, defect-warranty or result-owed provisions).
- 1.4 **Planning estimates only:** Any reference (in the Activity Catalogue, a Success Plan, or otherwise) to person-days, hours, or the indicative Advisory Credit value of an activity is an estimate used solely for scheduling and resource planning. Such references do not constitute a delivery commitment, a service level, or an obligation to provide a specific number of activities, sessions or outputs. ARIS does not issue timesheets, utilization reports or session logs to the Customer.

2. ALLOCATION, TERM AND EXPIRY

- 2.1 **Allocation:** The Customer's Success Package tier and its fixed Advisory Credit allocation for the term are as stated on the Order Form and as set out in the License Metrics Document. Advisory Credits are a measure and cap on access to the Advisory Services and are not currency, a stored balance of value, or a pre-payment for discrete services.
- 2.2 **Subscription term:** The Advisory Credit allocation is available for a subscription term of twelve (12) months commencing on the Effective Date, unless a different term is stated on the Order Form (including where the Success Package is co-termed under Section 6).
- 2.3 **Expiry; no rollover; no refund:** Any Advisory Credits not used during the applicable term lapse at the end of that term. Unused Advisory Credits are non-refundable, have no cash or credit value, are not transferable, and are not carried forward, rolled over or otherwise made available in any renewal or subsequent term.
- 2.4 **No consumption-based charging or crediting:** The fees for a Success Package are payable for access to the Advisory Services over the term and are not adjusted by reference to the number of Advisory Credits actually used. Under-use of the Advisory Credit allocation does not give rise to any refund, credit, or reduction in fees.

3. SELECTING AND SCHEDULING ADVISORY ACTIVITIES

- 3.1 **The Activity Catalogue:** The advisory activities available under a Success Package are described in the Activity Catalogue, published at aris.com/terms and updated by ARIS from time to time. The Customer and its designated ARIS advisor jointly select the activities to be provided, within the Customer's Advisory Credit allocation and having regard to the indicative Advisory Credit value shown for each activity.
- 3.2 **Changes to the Activity Catalogue:** ARIS may add, modify, re-describe or withdraw advisory activities in the Activity Catalogue from time to time without notice to, or consent of, the Customer. ARIS will not, however, amend the Activity Catalogue in a manner that materially reduces the overall scope or value of the advisory available to the Customer for its Advisory Credits during the then-current term. Where an advisory activity is withdrawn, ARIS will continue to make materially equivalent advisory available within the same advisory category. The version of the Activity Catalogue in force is available at aris.com/terms; the version applicable at the Effective Date is the one referenced on the Order Form at the time of signature.
- 3.3 **Booking lead time:** Advisory activities are scheduled in advance. A minimum of fifteen (15) Business Days is required between the Customer's request to schedule an activity and the date on which ARIS delivers it. ARIS will use reasonable efforts to accommodate requests made on shorter notice but is not obliged to do so.
- 3.4 **Delivery format:** Advisory activities are delivered virtually by default. In-person delivery is available as set out in Section 5 (Travel and Expenses).
- 3.5 **Customer cooperation:** The Customer will provide timely access to the information, materials and personnel reasonably required for ARIS to provide the Advisory Services, consistent with the Customer's obligations under the MFA.

4. TERM, RENEWAL AND ADDITIONAL ADVISORY CREDITS

- 4.1 **Term and renewal:** The term and renewal of a Success Package are governed by the term and renewal provisions of the Order Form and the MFA. Unless the Order Form states otherwise, a Success Package renews automatically for successive terms of twelve (12) months each, unless either party gives written notice of non-renewal at least three (3) months before the end of the then-current term. On each renewal, a fresh Advisory Credit allocation for the renewed tier becomes available for the renewed term; Advisory Credits do not accumulate across terms.
- 4.2 **Additional Advisory Credits:** The Customer may acquire additional Advisory Credits by ordering one or more additional Success Packages of the same tier on an Order Form, each carrying its own Advisory Credit allocation for the same term. Advisory Credits from multiple Success Packages held for the same term are made available to the Customer as a single combined allocation for that term, and a single ARIS advisory team manages the combined engagement.

5. TRAVEL AND EXPENSES

- 5.1 **Included travel – Executive Business Review:** Notwithstanding the Travel Expenses provisions of the Professional Services section of the MFA, ARIS bears its own travel and expenses for
- in-person attendance at the Customer's Executive Business Review, up to a maximum of four (4) days per twelve (12) month term in the Success Package "M". Such included travel applies only to the "Executive Business Review" activity.
 - in-person attendance at the Customer's Executive Business Review, up to a maximum of two (2) days per twelve (12) month term in the Success Package "S". Such included travel applies only to the "Executive Business Review" activity.
- 5.2 **All other travel:** All other in-person delivery of Advisory Services is provided at the Customer's request and the associated travel and expenses are reimbursed by the Customer in accordance with the Travel Expenses provisions of the Professional Services section of the MFA. Virtual delivery is available as the default for all advisory activities.
6. **WARRANTY**
- 6.1 **Advisory warranty:** ARIS warrants that it will provide the Advisory Services with reasonable skill and care. ARIS does not warrant any particular result, outcome, or business benefit, or that any specific number of advisory activities, sessions or outputs will be provided. Save as set out in this clause, and to the extent permitted by law, all other warranties and conditions in relation to the Advisory Services, whether express or implied, are excluded. This clause is without prejudice to the warranties in the MFA to the extent they apply.
7. **RELATIONSHIP TO THE AGREEMENT**
- 7.1 **Incorporation and precedence:** This Addendum forms part of the Agreement and is an Attachment for the purposes of the MFA. In the event of conflict, the order of precedence set out in the MFA applies (the Order Form prevails over the MFA, which prevails over the Attachments), save that this Addendum prevails over the general provisions of the MFA to the extent it expressly states an override for the Advisory Services (for example, Section 5.1 (Included travel) above). All other terms of the MFA – including payment, confidentiality, limitation of liability, suspension and termination, and governing law – apply to the Advisory Services and are not modified by this Addendum.