Aras Enterprise Software Subscription Terms & Conditions

These Aras Enterprise Software Subscription Terms and Conditions (the "**SaaS Terms**") set forth the terms and conditions pursuant to which Aras provides the Services to the customer ("**Customer**" or "**you**"), as identified in the applicable Quote.

1. Definitions.

   "**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.

   "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

   "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

   "**Aras**" or "**we**" means, as applicable, Aras Corporation or the applicable Aras subsidiary identified on the Quote.

   "**Aras Disabling Device**" means any software, hardware, or other technology, device, or means used by Aras or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of Aras or its designee.

   "**Aras Indemnitee**" has the meaning set forth in Section 11.2.

   "**Aras Materials**" means the Services, Specifications, Documentation, and Aras Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Aras or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Aras Systems. For the avoidance of doubt, Aras Materials include Resultant Data and any information, data, or other content derived from Aras's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

   "**Aras Personnel**" means all individuals involved in the performance of Services as employees, agents, or independent contractors of Aras or any Subcontractor.

   "**Aras Systems**" means the information technology infrastructure used by or on behalf of Aras in performing the Services, including all computers, software, hardware, databases, and networks, whether operated directly by Aras or through the use of third-party services.

   "**Authorized Users**" means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to these SaaS Terms; and (b) for whom access to the Services has been purchased hereunder.

   "**Availability Requirement**" has the meaning set forth in Section 5.1.

   "**Available**" has the meaning set forth in Section 5.1.

   "**Backup Policy**" has the meaning set forth in Section 6.

   "**Confidential Information**" has the meaning set forth in Section 9.1.

   "**Customer**" has the meaning set forth in the preamble.

   "**Customer Data**" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

"**Customer Failure**" has the meaning set forth in Section 4.2.

"**Customer Indemnitee**" has the meaning set forth in Section 11.1.

"**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, and networks, whether operated directly by Customer or through the use of third-party services.

"**Disclosing Party**" has the meaning set forth in Section 9.1.

"**Documentation**" means any manuals, instructions, or other documents or materials that the Aras provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Aras Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"**Effective Date**" has the meaning set forth in the preamble.

"**Exceptions**" has the meaning set forth in Section 5.1.

"**Fees**" has the meaning set forth in Section 8.1.

"**Force Majeure Event**" has the meaning set forth in Section 15.7(a).

"**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Aras Systems as intended by these SaaS Terms. Harmful Code does not include any Aras Disabling Device.

"**Indemnitee**" has the meaning set forth in Section 11.3.

"**Indemnitor**" has the meaning set forth in Section 11.3.

"**Initial Term**" has the meaning set forth in Section 13.1.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Losses**" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance Providers.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"**Personal Data**" means information that Customer provides or for which Customer provides access to Aras, or information which Aras creates or obtains on behalf of Customer, in accordance with these SaaS Terms that: (i) directly or indirectly identifies an individual (including, for example, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, passwords or PINs, user identification and account access credentials or passwords, biometric, answers to security questions, and other personal identifiers). Customer's business contact information is not by itself Personal Data.

"**Process**" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content. "**Processing**" and "**Processed**" have correlative meanings.

"**Professional Services**" has the meaning set forth in Section 14.1.

"**Quote**" means the applicable quotation, order form, or similar document identifying the Services purchased by Customer, including the number of Authorized Users, amount of storage, amount of bandwidth, and any other usage metrics with respect to the Services identified therein, and the Fees for any such Services.

"**Receiving Party**" has the meaning set forth in Section 9.1.

"**Renewal Term**" has the meaning set forth in Section 13.2.

"**Representatives**" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"**Resultant Data**" means data and information related to Customer's use of the Services that is used by Aras in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"**Scheduled Downtime**" has the meaning set forth in Section 5.3.

"**Service Allocation**" has the meaning set forth in Section 3.2.

"**Service Credit**" has the meaning set forth in Section 5.2.

"**Service Level Failure**" has the meaning set forth in Section 5.1.

"**Service Period**" has the meaning set forth in Section 5.1.

"**Services**" means the Aras software-as-a-service subscription offering purchased by the Customer as identified on the applicable Quote and described in the Aras Enterprise Cloud Services Description provided to the Customer.

"**SOW**" has the meaning set forth in Section 14.1.

"**Specifications**" means the support and performance specifications and obligations for the Services set forth in Appendix A of the Aras Enterprise Cloud Services Description provided to the Customer.

"**Subcontractor**" has the meaning set forth in Section 2.6.

"**Support Services**" has the meaning set forth in Section 5.4.

"**Term**" has the meaning set forth in Section 13.2.

"**Territory**" means worldwide.

"**Third-Party Materials**" means materials and information, in any form or medium, including any open source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Aras.

"**Work Product**" has the meaning set forth in Section 14.1.

2.   Services.

2.1   Access and Use. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of these SaaS Terms, Aras hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 15.6) right to access and use the Services purchased by the Customer during the Term pursuant to the applicable Quote, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal business purposes. Aras shall provide to Customer the Access Credentials as of the Effective Date. The total number of Authorized Users will not exceed the number set forth in the applicable Quote as agreed between Aras and Customer, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the Fees payable hereunder.

2.2   Documentation License. Aras hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 15.6) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.3   Service and System Control. Except as otherwise expressly provided in these SaaS Terms, as between the parties:

(a)   Aras has and will retain sole control over the operation, provision, maintenance, and management of the Aras Materials; and

(b)   Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Aras Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or Aras; (ii) results obtained from any use of the Services or Aras Materials; and (iii) conclusions, decisions, or actions based on such use.

Notwithstanding anything to the contrary in these SaaS Terms, all Services, including all Processing of Customer Data by or on behalf of Aras shall be provided solely from within, and on computers, systems, networks, and other infrastructure located in the United States for if Customer is located in the United States or in the applicable country as mutually agreed between Aras and Customer if Customer is not located in the United States.

2.4   Reservation of Rights. Nothing in these SaaS Terms grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Aras Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Aras Materials, and the Third-Party Materials are and will remain with Aras and the respective rights holders in the Third-Party Materials.

2.5   Changes. Aras reserves the right, in its sole discretion, to make any changes to the Services and Aras Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Aras's services to its customers; (ii) the competitive strength of or market for Aras's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.

2.6   Subcontractors. Aras may from time to time in its discretion engage third parties to perform Services (each, a "**Subcontractor**"), provided that Aras shall remain responsible for any such Subcontractors' performance and compliance with applicable provisions of these SaaS Terms.

2.7   Suspension or Termination of Services. Aras may, directly or indirectly, and by use of a Aras Disabling Device or any other lawful means, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Services or Aras Materials, without incurring any resulting obligation or liability, if: (a) Aras receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Aras to do so; or (b) Aras believes, in its good faith and reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of these SaaS Terms, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under these SaaS Terms or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) these SaaS Terms expires or is terminated. This Section 2.7 does not limit any of Aras's other rights or remedies, whether at law, in equity, or under these SaaS Terms.

3.   Use Restrictions; Service Usage and Data Storage.

3.1   Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or Aras Materials except as expressly permitted by these SaaS Terms and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as these SaaS Terms expressly permits:

(a)   copy, modify, or create derivative works or improvements of the Services or Aras Materials;

(b)   rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Aras Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(c)   reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Aras Materials, in whole or in part;

(d)   bypass or breach any security device or protection used by the Services or Aras Materials or access or use the Services or Aras Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

(e)   input, upload, transmit, or otherwise provide to or through the Services or Aras Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

(f)   damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Aras Systems, or Aras's provision of services to any third party, in whole or in part;

(g)   remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Aras Materials, including any copy thereof;

(h)   access or use the Services or Aras Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Aras customer), or that violates any applicable Law;

(i)   access or use the Services or Aras Materials for purposes of competitive analysis of the Services or Aras Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Aras's detriment or commercial disadvantage; or

(j)   otherwise access or use the Services or Aras Materials beyond the scope of the authorization granted under this Section 3.1.

3.2   Service Usage and Data Storage. The Quote sets forth the Fees for designated number of Authorized Users and the levels of usage and data storage (each a "**Service Allocation**") for the Services, beginning with the Fees payable by Customer for the levels of usage and data storage in effect as of the Effective Date. If Customer exceeds its Service Allocation for any relevant period, Customer shall also pay to Aras the applicable excess usage and storage Fees at Aras' then-current rates for such Service Allocations. Customer acknowledges that exceeding its then-current Service Allocation may result in service degradation for Customer and other Aras customers and agrees that:

(a)   Aras has no obligation to permit Customer to exceed its then-current Service Allocation; and

(b)   Customer is not entitled to any Service Level Credits for periods during which Customer exceeds its then-current Service Allocation, regardless of whether the Services fail to meet the Availability Requirement during such period.

4.   Customer Obligations.

4.1   Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide Aras Personnel with such access to Customer's premises and Customer Systems as is necessary for Aras to perform the Services in accordance with the Availability Requirement and Specifications; and (c) provide all cooperation and assistance as Aras may reasonably request to enable Aras to exercise its rights and perform its obligations under and in connection with these SaaS Terms.

4.2   Effect of Customer Failure or Delay. Aras is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under these SaaS Terms (each, a "**Customer Failure**").

4.3   Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3.1, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Aras Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Aras of any such actual or threatened activity.

5.   Service Levels and Credits.

5.1   Service Levels. Subject to the terms and conditions of these SaaS Terms, Aras will use commercially reasonable efforts to make the Services Available at least to the levels set forth in the Specifications as measured over the course of each applicable time period during the Term as described in the Specifications (each such time period, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described in the Specifications (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Services to meet the Availability Requirement. "**Available**" means the Services are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither the Services will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the Services that is due, in whole or in part, to any: (a) access to or use of the Services by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with these SaaS Terms and the Specifications; (b) Customer Failure; (c) Customer's or its Authorized User's Internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Aras pursuant to these SaaS Terms; (f) Scheduled Downtime; or (g) disabling, suspension, or termination of the Services pursuant to Section 2.7.

5.2   Service Level Failures and Remedies. In the event of a Service Level Failure, Aras shall issue a credit to Customer as set forth in the Specifications for the Services due for the Service Period the Service Level Failure occurred (each a "**Service Credit**"), subject to the following:

(a)   Aras has no obligation to issue any Service Credit unless: (i) Customer reports the Service Failure to Aras immediately on becoming aware of it; and (ii) requests such Service Credit in writing within 30 days of the Service Level Failure; and

(b)   in no event will a Service Level Credit for any Service Period exceed 5 percent of the total Fees that would be payable for that Service Period if no Service Level Failure had occurred.

Any Service Credit payable to Customer under these SaaS Terms will be issued to Customer in the time period designated in the Specification following the Service Period in which the Service Level Failure occurred. This Section 5.2 sets forth Aras's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

5.3   Scheduled Downtime. Aras will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Services as set forth in the Specifications and (b) give Customer commercially reasonable notice of all scheduled outages of the Services ("**Scheduled Downtime**").

5.4   Service Support. The Services include Aras's standard customer support services ("**Support Services**") in accordance with the Aras service support schedule then in effect and set forth in the Specifications. Aras may amend the Support Services from time to time in its sole discretion. Customer may purchase enhanced support services separately at Aras's then current rates.

6.   Data Backup. Data backups will be performed as set forth in Aras's backup policy in effect from time to time as set forth in the Specifications (the "**Backup Policy**"). In the event of any loss, destruction, damage, or corruption of Customer Data caused by the Aras Systems or Services, Aras will, as its sole obligation and liability and as Customer's sole remedy, use commercially reasonable efforts to restore the Customer Data from Aras's then most current backup of such Customer Data in accordance with the then current Backup Policy.

7.   Security.

7.1   Information Security. Aras will employ security measures in accordance with Aras's data privacy and security policyas amended from time to time.

7.2   Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Aras Materials directly or indirectly by or

through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

7.3   Access and Security. Customer shall employ all appropriate physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

8.   Fees and Payment.

8.1   Fees. Customer shall pay Aras the fees set forth in the applicable Quote in accordance with this Section 8.

8.2   Overages. Aras shall measure Customer's usage of the Services on a monthly basis. If Customer's usage exceeds the quantity purchased, Customer shall be charged and shall pay the applicable fees for such excess usage.

8.3   Taxes. All Fees and other amounts payable by Customer under these SaaS Terms are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any VAT, federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Aras's income.

8.4   Payment. Customer shall pay all Fees within 30 days after the date of the invoice therefor. Customer shall make all payments hereunder in the currency identified in the Quote. Customer shall make payments to the address or account specified in the Aras invoice or such other address or account as Aras may specify in writing from time to time.

8.5   Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a)   Aras may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; and

(b)   if such failure continues for 30 days following written notice thereof, Aras may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

8.6   Fee Increases. Aras may increase Fees no more than once annually for any contract year after the first contract year of the Term, including any contract year of any Renewal Term, by providing written notice to Customer at least 90 calendar days prior to the commencement of that contract year, and the applicable Quote will be deemed amended accordingly.

9.   Confidentiality.

9.1   Confidential Information. In connection with these SaaS Terms each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 9.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential".

9.2   Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with these SaaS Terms; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with these SaaS Terms; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3   Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a)   not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with these SaaS Terms;

(b)   except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with these SaaS Terms; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;

(c)   safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

(d)   promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(e)   ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 9.

(f)   Notwithstanding any other provisions of these SaaS Terms, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4   Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

10.   Intellectual Property Rights.

10.1   Aras Materials. All right, title, and interest in and to the Aras Materials, including all Intellectual Property Rights therein, are and will remain with Aras and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any of the Aras Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. All other rights in and to the Aras Materials are expressly reserved by Aras. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Aras an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2   Customer Data. As between Customer and Aras, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

10.3   Consent to Use Customer Data. Customer hereby grants, during the Term, all such rights and permissions in or relating to Customer Data solely to the extent necessary to Aras and the Aras Personnel to (a) provide the Services (including reporting to Customer on their use of the Services), (b) monitor Customer's use of the Services for security, support, validation of Customer's compliance with usage limitations, and otherwise complying with Aras' obligations to Customer, (c) improve the Services and understand the usage the Services to improve the Services for Customer and other Aras customers, and (d) share the foregoing with Subcontractors in order to provide the Services, provided they are bound by similar confidentiality obligations as Aras. For the avoidance of doubt, Aras shall treat all Customer Data as confidential.

11.   Indemnification.

11.1   Aras Indemnification. Aras shall indemnify, defend, and hold harmless Customer and Customer's officers, directors, agents, permitted successors, and permitted assigns (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by a Customer Indemnitee resulting from any Action by a third party (other than an Affiliate of a Customer Indemnitee) that Customer's or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with these SaaS Terms (including the Specifications) infringes or misappropriates such third party's Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

(a)   Third-Party Materials or Customer Data;

(b)   access to or use of the Aras Materials in combination with any hardware, system, software, network, or other materials or service not provided by Aras or specified for Customer's use in the Documentation;

(c)   modification of the Aras Materials other than: (i) by or on behalf of Aras; or (ii) with Aras's written approval in accordance with Aras's written specification;

(d)   failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Aras; or

(e)   act, omission, or other matter described in Section 11.2(a), Section 11.2(b), Section 11.2(c), or Section 11.2(d), whether or not the same results in any Action against or Losses by any Aras Indemnitee.

11.2   Customer Indemnification. Customer shall indemnify, defend, and hold harmless Aras and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Aras Indemnitee**") from and against any and all Losses incurred by such Aras Indemnitee resulting from any Action by a third party (other than an Affiliate of a Aras Indemnitee) that arise out of or result from, or are alleged to arise out of or result from:

(a)   Customer Data, including any Processing of Customer Data by or on behalf of Aras in accordance with these SaaS Terms;

(b)   any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including Aras's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Aras;

(c)   allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under these SaaS Terms; or

(d)   gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with these SaaS Terms.

11.3   Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. The Indemnitee's failure to perform any obligations under this Section 12.3 will not relieve the Indemnitor of its obligations under this Section 11, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure.

11.4   Mitigation. If any of the Services or Aras Materials are, or in Aras's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or Aras Materials is enjoined or threatened to be enjoined, Aras may, at its option and sole cost and expense:

(a)   obtain the right for Customer to continue to use the Services and Aras Materials materially as contemplated by these SaaS Terms and the Specifications;

(b)   modify or replace the Services and Aras Materials, in whole or in part, to seek to make the Services and Aras Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality,

in which case such modifications or replacements will constitute Services and Aras Materials, as applicable, under these SaaS Terms and the Specifications; or

        (c)   by written notice to Customer, terminate these SaaS Terms with respect to all or part of the Services and Aras Materials, and require Customer to immediately cease any use of the Services and Aras Materials or any specified part or feature thereof, provided that if such termination occurs prior to one year after the Effective Date, subject to Customer's compliance with its post-termination obligations set forth in Section 13.4, Customer will be entitled to a refund of the amount of Fees actually paid to Aras prior to such termination.

11.5   Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND ARAS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND ARAS MATERIALS OR ANY SUBJECT MATTER OF THESE SAAS TERMS INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12.   Disclaimer of Warranty; Limitations of Liability.

12.1   DISCLAIMER OF WARRANTIES. ALL SERVICES AND ARAS MATERIALS ARE PROVIDED "AS IS." ARAS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, ARAS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR ARAS MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12.2   EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.4, IN NO EVENT WILL ARAS OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THESE SAAS TERMS OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO SECTION 5.2; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.3   CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.4, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF ARAS AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THESE SAAS TERMS, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO ARAS UNDER THESE SAAS TERMS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $1,000,000, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.4   Exceptions. The exclusions and limitations in Section 12.1, Section 12.2 and Section 12.3 do not apply to Aras's obligations under Section 11 or liability for Aras's gross negligence or willful misconduct.

13.   Term and Termination.

13.1   Initial Term. The initial term of these SaaS Terms and, unless terminated earlier pursuant any of the SaaS Terms' express provisions, will continue in effect until one year from such date (the "**Initial Term**").

13.2   Renewal Term. These SaaS Terms will automatically renew for up to five additional successive one year terms or as otherwise agreed between the parties unless earlier terminated pursuant to these SaaS Terms' express provisions or either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

13.3   Termination. In addition to any other express termination right set forth elsewhere in these SaaS Terms:

(a)   Aras may terminate these SaaS Terms, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than 30 days after Aras's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 3.1 , Section 7.2, or Section 9;

(b)   either party may terminate these SaaS Terms, effective on written notice to the other party, if the other party materially breaches these SaaS Terms, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and

(c)   either party may terminate these SaaS Terms, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

13.4   Effect of Termination or Expiration. Upon any expiration or termination of these SaaS Terms, except as expressly otherwise provided in these SaaS Terms:

(a)   all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b)   Aras shall immediately cease all use of any Customer Data or Customer's Confidential Information and (i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all systems Aras directly or indirectly controls, provided that, for clarity, Aras's obligations under this Section 13.4(b) do not apply to any Resultant Data;

(c)   Customer shall immediately cease all use of any Services or Aras Materials and (i) promptly return to Aras, or at Aras's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Aras Materials or Aras's Confidential Information; and (ii) permanently erase all Aras Materials and Aras's Confidential Information from all systems Customer directly or indirectly controls; and (iii) certify to Aras in a signed written instrument that it has complied with the requirements of this Section 13.4(c);

(d)   notwithstanding anything to the contrary in these SaaS Terms, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; (ii) Aras may retain Customer Data, in the case of each of subclause (i) and (ii) in its then current state and solely to the extent and for so long as required by applicable Law; (iii) Aras may also retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course; and (v) all information and materials described in this Section 13.4(d)will remain subject to all confidentiality, security, and other applicable requirements of these SaaS Terms;

(e)   Aras may disable all Customer and Authorized User access to the Aras Materials;

(f)   if Customer terminates these SaaS Terms pursuant to Section 13.3(b), Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and Aras will: (i) refund to Customer Fees paid in advance for Services that Aras has not performed as of the effective date of termination; and (ii) pay to Customer any unpaid Service Credits to which Customer is entitled;

(g)   if Aras terminates these SaaS Terms pursuant to Section 13.3(a) or Section 13.3(b), all Fees that would have become payable had the SaaS Terms remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees , on receipt of Aras's invoice therefor; and

(h)   if Customer requests in writing at least 30 days prior to the effective date of expiration or termination, subject to Section 13.4(d), Aras shall, within 30 days following such expiration or termination, deliver to Customer the then most recent version of Customer Data maintained by Aras, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination, including any expenses and fees, on a time and materials basis, for Aras's services in transferring such Customer Data.

13.5   Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in these SaaS Terms that, by its nature, should survive termination or expiration of these SaaS Terms, will survive any expiration or termination of these SaaS Terms: Section 3.1, Section 9, Section 11, Section 11, Section 12.4, this Section 13.5, Section 14, and Section 15.

14.   Professional Services.

14.1   Scope of Services. Customer, from time to time, may obtain certain professional, consulting or software implementation services ("**Professional Services**") from Aras as set forth in a separate statement of work ("**SOW**") executed by Customer and Aras. Professional Services may include, but are not limited to, training, process consulting, development and/or software implementation services. In connection with such Professional Services, Aras may provide to Customer certain information and tangible embodiments or other results of such Professional Services developed, created or acquired by Aras, solely or in conjunction with others, for Customer, and all ideas, specifications, data, inventions, techniques, modifications, processes, improvements, designs, or work of authorship incorporated therein (the "**Work Product**"). Except as otherwise specifically provided in an SOW, each SOW shall be governed by the terms of these SaaS Terms.

14.2   Statement of Work and Performance of Professional Services. Each SOW shall be set forth in writing, mutually agreed upon by Aras and Customer and include a description of the Professional Services to be performed by Aras under these SaaS Terms, the rate of compensation to be paid by Customer for such Professional Services, and any other terms applicable to such Professional Services. Aras agrees to perform the Professional Services described in each SOW in accordance with the terms of these SaaS Terms and the terms set out in the applicable SOW.

As a condition to Aras's obligations, Customer must at all times: (i) in good faith cooperate with Aras and provide access to such information, facilities, and equipment as may be reasonably required in order to provide the Professional Services; (ii) provide such personnel assistance, as may be reasonably requested from time to time; and (iii) carry out in a timely manner all other Customer responsibilities set forth in the SOW. In the event of any delay in Customer's performance of any of the obligations set forth in the foregoing subsections (i), (ii) or (iii), or any other delays caused by Customer, Aras may adjust its obligations and milestones set forth in the SOW as reasonably necessary to account for such delays.

14.3   Professional Services Term. Obligations of the Parties with respect to Professional Services shall commence on the date indicated on a signed SOW and shall continue until the earlier of completion of the Professional Services or termination in accordance with the terms hereof.

14.4   Professional Services Intellectual Property. Except as specified explicitly to the contrary in the SOW for each engagement, Aras shall retain any and all rights to ideas, inventions, developments and/or designs which result in a change to or customization of the Services conceived or developed by it in connection with its performance of the Professional Services, regardless of whether such ideas, inventions, developments and/or designs are included in any Work Product provided to Customer. Performance of the Professional Services pursuant to these SaaS Terms shall not create any rights in or licenses to Customer with respect to the Services or any patents, trademarks, trade secrets and/or other intellectual property rights of Aras, except those explicitly set forth in these SaaS Terms. Customer shall retain all rights and title to all content and all confidential and proprietary information that it makes available to Aras in connection with the Professional Services.

15.   Miscellaneous.

15.1   Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these SaaS Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.2   Marketing. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to these SaaS Terms or, unless expressly permitted under these SaaS Terms, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided,

however, that Aras may, without Customer's consent, include Customer's name and other indicia in its lists of Aras's current or former customers of Aras in promotional and marketing materials.

15.3   Notices. Notices under these Terms shall be in writing and, if to Aras, delivered to Aras's General Counsel at the address specified in the Quote, and if to Customer, to the address specified in the Quote. Notices sent in accordance with this Section 15.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the 5th day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.4   Interpretation. For purposes of these SaaS Terms: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these SaaS Terms as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in these SaaS Terms: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, these SaaS Terms; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend these SaaS Terms to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of these SaaS Terms to the same extent as if they were set forth verbatim herein.

15.5   Entire SaaS Terms. These SaaS Terms, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of these SaaS Terms and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of these SaaS Terms, the related exhibits, schedules, attachments, and appendices (other than an exception expressly set forth as such therein) and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, these SaaS Terms, excluding its exhibits, schedules, attachments, and appendices; (b) second, the exhibits, schedules, attachments, and appendices to these SaaS Terms as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

15.6   Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under these SaaS Terms, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Aras's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, delegation, or transfer in violation of this Section 15.6 is void. These SaaS Terms are binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.7   Force Majeure.

(a)   No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached these SaaS Terms, for any failure or delay in fulfilling or performing any term of these SaaS Terms, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of these SaaS Terms, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate these SaaS Terms if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more.

(b)   Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15.8   No Third-Party Beneficiaries. These SaaS Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these SaaS Terms.

15.9   Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of these SaaS Terms are effective unless it is in writing, identified as an amendment and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in these SaaS Terms, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these SaaS Terms will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.10   Severability. If any term or provision of these SaaS Terms are invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these SaaS Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify these SaaS Terms so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.11   Governing Law; Submission to Jurisdiction. These SaaS Terms are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of State of Delaware. Any legal suit, action, or proceeding arising out of these SaaS Terms or the licenses granted hereunder will be instituted in the federal or state courts of the State of Delaware with jurisdiction applicable to such suit, action, or proceeding, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

15.12   Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these SaaS Terms or the transactions contemplated hereby.

15.13   Federal Government End Use Provisions. Aras provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: the Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in these SaaS Terms, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to these SaaS Terms specifically granting those rights.

[*Signatures appear on next page.*]

Acknowledged and Agreed as of the last date set forth below:

Aras Corporation

By:_____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____