## **Aras Corporation**

## Aras Test Automation Framework Subscription Addendum

This Aras Test Automation Framework Subscription Addendum (this "<u>Addendum</u>") governs the access to, and use of, the Aras Test Automation Framework software and associated documentation and materials (collectively, the "<u>TAF</u>") provided by Aras Corporation ("<u>Aras</u>") to you (either an individual or a single entity, collectively "<u>you</u>", "<u>your</u>" or "<u>Recipient</u>"). By installing, copying or using the TAF, you hereby agree, on behalf of yourself or your employer on whose behalf you are installing, copying or using the TAF, to be bound by this Addendum.

- 1. This Addendum supplements and is in addition to the Recipient's existing and effective software license and software subscription agreement for the Aras Innovator software platform and applications (the "<u>Aras Platform</u>"), including, any currently valid software license and subscription agreement as mutually agreed and executed between Aras and Recipient with respect to the Aras Platform, or, solely in lieu of the existence of any such valid agreement, the Aras Innovator Click Thru Agreement available at <a href="www.aras.com">www.aras.com</a>, in each case, as may be amended from time to time (the "<u>Existing Terms</u>"). The Existing Terms shall continue to govern your license and subscription terms with respect to the Aras Platform as agreed between you and Aras or the applicable authorized Aras partner.
- 2. Nothing in this Addendum shall modify or supersede the Existing Terms with respect to any licenses, rights and obligations as applicable to, and pursuant to, the Aras Platform and services for which such Existing Terms are applicable in connection with any current or future Aras quotation, sales order, purchase order, statement of work, or similar document. This Addendum is solely applicable to the license, rights and obligations applicable to the TAF and any related documentation and materials; to the extent this Addendum is silent with respect to any particular term or provision, the parties shall refer to the Existing Terms for the commercially reasonable applicable term or provision.
- 3. The TAF is an ancillary software utility intended for use with the Aras Platform and is solely available to users of the Aras Platform that have a currently effective software subscription agreement with Aras or with an authorized Aras partner. Access to, and usage of, the TAF is subject to the acquisition of a TAF Subscription (as defined herein) separate from the Aras Platform subscription, pursuant to which Aras will provide you a license key to utilize the TAF.
- 4. Provided that (a) you have a current effective subscription for the Aras Platform and (b) have acquired a subscription for the TAF for a designated period of time (which may include, but is not limited to, the purchase of a specifically identified TAF software subscription pursuant to a quotation, sales order or purchase order, a TAF subscription that is expressly included as part of any applicable enhanced or enterprise Aras subscription offering, or as an ancillary subscription provided to you in connection with one or more Aras professional services offerings, in each case, a "TAF Subscription"), Aras hereby grants Recipient a limited, non-exclusive, non-transferable, non-sublicensable (other than to Recipient's affiliates) license to use the TAF solely for your internal purposes to test and verify your modifications, configurations, and custom developed software in connection with the Aras Platform for the duration of your TAF Subscription.
- 5. The TAF is intended to facilitate automated testing in connection with the Aras Platform. Usage of the TAF will require the Recipient to independently create, update, and manage test cases that are specific to Recipient's implementation of the Aras Platform. Accordingly, Aras shall provide commercially reasonable support for the operation of the TAF software during the term of your TAF Subscription and will endeavor to correct errors that may prevent the TAF software product from operating in a manner consistent with the TAF documentation, but will not provide support or assistance in the creation, revision, or troubleshooting of test plans or other materials necessary to utilize the TAF in connection with the Aras Platform as implemented by Recipient.
- 6. Except as expressly authorized under this Terms, you may not: (a) copy, modify, or create derivative works of the TAF, in whole or in part; rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make

available the TAF; (b) reverse engineer, disassemble, decompile, decode, adapt, otherwise attempt to derive or gain access to any software component of the TAF, or attempt to replicate the TAF, in whole or in part; (c) remove any proprietary notices from the TAF; (d) use the TAF in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (e) combine or integrate the TAF with any software, technology, services, or materials not authorized by Aras.

- 7. Recipient agrees that it will at all times will hold in strict confidence and not disclose Confidential Information (as defined below) that it may obtain in connection with the TAF to any third party except as approved in writing by Aras and will use the Confidential Information for no purpose other than utilizing the TAF with the Aras Platform. The Recipient shall only permit access to Confidential Information to those of its employees having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" with respect to this Addendum means all materials and information provided or made available by Aras to Recipient regarding the TAF, including the TAF itself and any associated documentation or other information in connection with the TAF.
- 8. The Recipient's obligations under this Addendum with respect to any portion of the Confidential Information shall terminate when the Recipient can document that: (a) it was in the public domain at the time it was communicated to the Recipient; (b) it entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient; (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient; or (e) it was independently developed by employees or agents of the Recipient who had no access to any information communicated to the Recipient. After Recipient's TAF Subscription terminates or expires, the Recipient shall certify to the destruction of all electronic documents, notes, software, data, and other materials in electronic form representing the Confidential Information and all copies thereof (other than, for the avoidance of doubt, any materials created by Recipient in connection with the use of the TAF and any copy of the Confidential Information required to be kept by Recipient pursuant to any applicable law or regulation).
- 9. The Recipient agrees that nothing contained in this Addendum shall be construed as granting any ownership rights to the TAF or any Confidential Information disclosed pursuant to this Addendum, or to any invention or any patent, copyright, trademark, or other intellectual property right. Aras reserves all rights not expressly granted herein to the TAF or any Confidential Information.
- 10. Recipient's license and rights with respect to the TAF will expire upon the expiration or termination of the Recipient's TAF Subscription. Upon any expiration or termination of the TAF Subscription, (i) the rights and licenses granted under this Addendum shall immediately terminate, and (ii) the obligations with respect to the Confidential Information shall survive for one (1) year from such expiration or termination. Recipient's license and privileges under this Addendum may be terminated immediately upon written notice upon failure to comply with any provision of this Addendum.
- 11. The TAF is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212.

  Accordingly, if you are an agency of the U.S. Government or any contractor therefor, you receive only those rights with respect to the TAF as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government licensees and their contractors.
- 12. The TAF may be subject to U.S. export control laws, including the Export Control Reform Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the TAF to, or make the TAF accessible

from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the TAF available to any jurisdiction or country for which such license or approval may be necessary.

- 13. THE TAF AND THE CONFIDENTIAL INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND ARAS AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR CONSULTATION GIVEN BY ARAS, ITS AGENTS OR EMPLOYEES WILL IN ANY WAY GIVE RISE TO A WARRANTY. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE TAF REMAINS WITH RECIPIENT.
- 14. ARAS, ITS AFFILIATES AND ITS LICENSORS SHALL NOT BE LIABLE FOR LOSS OF USE, LOST PROFIT, COST OF COVER, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TAF OR THIS ADDENDUM, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ARAS' AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED THE GREATER OF (A) SUCH APPLICABLE LIMIT OF LIABILITY AMOUNT SET FORTH IN THE EXISTING TERMS OR (B) THE AMOUNT RECIPIENT ACTUALLY PAID TO ARAS UNDER THIS ADDENDUM.
- 15. This Addendum shall be governed by and construed in accordance with the laws of the jurisdiction set forth in the Existing Terms, or, if not expressly designated in the Existing Terms, the Commonwealth of Massachusetts. The Recipient hereby agrees that breach of this Addendum may cause Aras irreparable damage for which recovery of damages would be inadequate, and that Aras shall therefore be entitled to obtain timely injunctive relief under this Addendum, as well as such further relief as may be granted by a court of competent jurisdiction. The Recipient will not assign or transfer any rights or obligations under this Addendum without the prior written consent of Aras. Any assignment or transfer in violation of this paragraph shall be null and void.