AVEVA SOFTWARE SCHEDULE ARAS INNOVATOR®

This AVEVA Software Schedule Aras Innovator (the "Software Schedule") supplements and is incorporated into and made a part of any Order Form (or equivalent binding transactional document), by and between AVEVA and Customer, in which this Software Schedule is referenced and/or such Order Form (or equivalent) is subject to governing terms between AVEVA and Customer ("GTCs") that refer to the application of Software Schedules found on https://www.aveva.com/en/legal/. Capitalized terms used in this Software Schedule without definition have the same meanings ascribed to them in the Order Form, the GTCs, or the Software and Support Addendum as applicable.

1. APPLICABILITY

    a. This Software Schedule governs the use of the Software licensed or purchased by Customer as specified in the Order Form.
    b. Any terms in this Software Schedule apply solely to the specific Software in this Software Schedule only and prevail over any conflicting terms in the GTCs.
    c. The Software can be ordered individually or collectively on an Order Form, and the Software is subject to the terms of the Order Form in which the Software Schedule is referenced.

2. ADDITIONAL DEFINITIONS. The following capitalized terms used in this Software Schedule shall have the respective meanings specified below:
    a. "Aras Agreement" means the Aras Innovator Click Thru Agreement 9.1, as referenced in Section 3 below.
    b. "Authorized Users" or "Users" means the number of Customer users per year of the Term for which the Customer has entered into a subscription to the Software and is paying a subscription fee for access to the Software, as indicated in the relevant Order Form. For the sake of clarity, the terms "Users" in the Software Schedule, and "Authorized Users" in the Aras Agreement shall have the same meaning.
    c. "Software" means the Aras Innovator software.
    d. "Term" means the number of years purchased by Customer beginning on the Order Form Effective Date for access to Software in the Order Form.

3. ARAS INNOVATOR SOFTWARE AND ADDITIONAL TERMS AND CONDITIONS.
    a. Licensing Models. Licenses for the Software are for a set Term, subject to the amount of Users purchased by Customer per year of the Term, as indicated in the Order Form, and subject to Customer's acceptance of the Aras Agreement.
    b. In addition to the GTCs, each Customer must agree to the terms of the Aras Agreement, as attached to this Software Schedule as Exhibit 1, in order to subscribe to and gain access to Aras Innovator Software.

Exhibit 1 – ARAS INNOVATOR CLICK THRU AGREEMENT 9.1

ARAS INNOVATOR® CLICK THRU AGREEMENT 9.1

This ARAS INNOVATOR® Click Thru Agreement ("Agreement") is a legal agreement among you (either an individual or a single entity, collectively "you" or "Licensee") and Aras Corporation ("Aras") for the Aras Innovator® software product (the "Licensed Software") and software applications for use therewith developed by Aras that run on the Aras Innovator® application framework (the "Solutions"), any and all applicable user guides, instructions and other documentation (the "Documentation"), the Subscription Services (as defined in subsection B.1 below), and Professional Services (as defined in subsection C.1 below). For purposes of this Agreement, any and all references to the Licensed Software in this Agreement shall include all Documentation generally made available to a licensee by Aras in connection with the Licensed Software.

A. LICENSE TO THE LICENSED SOFTWARE

A.1 GRANT OF LICENSE.

Aras hereby grants Licensee a perpetual (solely with respect to features and functions of the Licensed Software for which a Subscription (as defined below) or any payment is not required), non-exclusive, non-transferable (except as expressly permitted in this Agreement), and non-sublicensable right and license solely to:

(a) install the Licensed Software on computer servers owned or leased by Licensee and permit the use thereof solely by employees, contractors and consultants of Licensee and its subsidiaries and affiliates, and employees of Licensee's suppliers and customers (collectively, "Authorized Users");

(b) make and use a reasonable number of copies of the Licensed Software solely for backup and disaster recovery purposes, provided Licensee shall reproduce all confidentiality and proprietary rights notices on all copies of the Licensed Software; and

(c) make a reasonable number of copies of the Documentation and distribute such copies to Authorized Users for use in connection with the Licensed Software, provided Licensee shall reproduce all confidentiality and proprietary rights notices on all copies of the Documentation.

A.2 LIMITATIONS ON USE.

Licensee may only use the Licensed Software as expressly permitted under subsection A.2. Licensee may not sell, lease, sublicense or otherwise permit any use or access any of the Licensed Software or the Solutions, or any derivative thereof to or by any third party, by way of a service bureau arrangement or otherwise, without executing an Aras commercial license agreement with Aras. Licensee may not reverse engineer, decompile, or disassemble the Licensed Software. Licensee shall not remove any product identification, proprietary, confidentiality, copyright or other notices placed upon or displayed in connection with the Licensed Software. Licensee shall not use the Licensed Software for any unlawful purpose or in violation of any third-party rights. Licensee will maintain the Licensed Software as confidential information pursuant to the terms set forth below.

Portions of the Licensed Software are licensed by Aras from third party licensors (the "3rd Party Software"). For the avoidance of doubt, the use by the Licensee of the 3rd Party Software is subject to the terms and conditions of this Agreement, including, without limitation, Sections A.2 and A.3. Licensee promises that it (i) will use the 3rd Party Software only as an integral component of the Licensed Software and (ii) will not modify, adapt, translate or create any derivative works of the 3rd Party Software or merge the 3rd Party Software into any other software.

A.3 ARAS INTELLECTUAL PROPERTY.

Except for the rights expressly granted above, all right, title and interest to the Licensed Software, the 3rd Party Software, and any portion or copies of the Licensed Software and 3rd Party Software remains exclusively with Aras or its licensor. This Agreement does not convey any rights of ownership in or to the Licensed Software or 3rd Party Software and/or any copies, modifications, enhancements, updates, translations and other derivative works thereof. Licensee may not grant any security interest in the Licensed Software or Licensee's rights with respect thereto.

B. SUBSCRIPTION

B.1 SUBSCRIPTION SERVICES.

If Licensee purchases an annual subscription (a "Subscription") for Subscription Services (as defined below) from either Aras or an Aras Authorized Partner (as defined below) (the "Subscription Provider") and solely for so long as Licensee remains current in payments for the Subscription, the following terms and conditions shall apply:

(a) "Licensed Software" shall include new versions, upgrades and updates to the Licensed Software that are generally released by Aras to its Licensees that purchase a Subscription (each, a "Subscriber"). For the avoidance of doubt, after the initial download of such new versions, upgrades and updates during the term of a Subscription, such new versions, upgrades and updates shall be licensed to a Subscriber pursuant to the terms of Section A above but certain features and functions of the License Software for which a Subscription is required will only be made available to and licensed to a Subscriber for so long as it maintains a Subscription under the terms of this Agreement.

(b) The Subscription Provider shall provide the following services in connection with a Subscription (collectively, the "Subscription Services"):

(i) Correction of a verifiable and reproducible failure of the Licensed Software to conform substantially to the applicable Documentation (an "Error") that are reported to the Subscription Provider by Licensee;

(ii) Tracking and reporting of Licensee issues;

(iii) Telephone and online support per a schedule specified in the Quotation;

(iv) Access to training materials as specified in the Quotation;

(v) Access to any regularly scheduled training classes as specified in the Quotation and subject to availability;

(vi) Providing to Subscriber a license key which permits Subscriber to download any new version of the Licensed Software generally released by Aras only to its Subscribers, which may include Microsoft certified versions of the Licensed Software, bug fixes, patches, or maintenance releases;

(vii) Providing to Subscriber a license key which permits Subscriber to download and use Solutions and software tools that are only available to Subscribers;

(viii) If included in the Quotation, Upgrade services to upgrade Licensee's installation of the Licensed Software, when requested by Licensee, to a new version of the Licensed Software ("Upgrade Services"); and

(ix) Additional services made available or offered by the Subscription Provider in writing from time to time.

(c) Upgrade Services include all labor to perform an upgrade of Licensee's database, including any customizations made by Licensee, from the most recent previous version to the current released version of the Licensed Software; provided, that Aras will only provide upgrade services for each Aras Innovator release for thirty (30) months from the original product release date, after which the release is designated as End of Life ("EOL"). Once a release is designated EOL, Aras will no longer support the release and thus will not provide bug fixes, updates, or perform QA or acceptance testing of applications with respect to the release. EOL effective dates are subject to change. Upgrade Services will be performed at the facilities of the Subscription Provider. Upgrade Services do not include travel expenses, any on-site performance of such services, upgrade of 3rd Party Software, or upgrades from prior versions of the Licensed Software other than the immediately previous version. Any such services will be billed as Professional Services as per Section C. Licensee is responsible for the purchase and installation of any required hardware and Microsoft software updates, validation testing of the upgraded database, and end-user training.

(d) With respect to the correction of a possible Error in the Licensed Software reported to the Subscription Provider by Licensee, the Subscription Provider shall first verify that such an Error is present and, if present, use commercially reasonable efforts to correct such Error. The Subscription Provider shall have no obligation whatsoever to correct Errors in any release of the Licensed Software other than the most recent release, provided, however, the Subscription Provider shall continue to support the prior release for a reasonable period of time.

(e) Any services outside the scope of the obligations set forth above are excluded. For the avoidance of doubt, upgrades from other than the most recent prior release and work involved in correction of problems identified by Licensee which are found not to be Errors or which result from (i) use or modification of the Licensed Software in breach of the terms of this Agreement; (ii) faults, failures or malfunctions in any hardware or software not licensed by Aras or an Aras Authorized

Partner; or (iii) failure by Licensee to implement recommendations or solutions or workarounds to Errors in the Licensed Software as previously advised by Aras or an Aras Authorized Partner, are excluded.

B.2 SUBSCRIPTION PRICING.

To purchase a Subscription, Licensee shall request a quotation from the Subscription Provider ("Quotation"). The pricing shall be as set forth in the Quotation. The Subscription package pricing is the annual cost for Subscription Services per one production instance and shall be based upon the current number of Authorized Users of Licensee. The pricing for Subscription Services for the Initial Term (as defined below) must be paid by Licensee prior to the commencement date of the Initial Term and, in any event, prior to a Subscription Provider providing any Subscription Services. Subscription Provider is not obligated to provide any Subscription Services for the Initial Term under any Quotation prior to receipt of any payment due under such Quotation. The amount due for any Renewal Term as calculated pursuant to the terms set forth below must be paid by Licensee promptly following a True-Up (as defined below).

B.3 SUBSCRIPTION TERM AND RENEWAL.

(a) The term of a Subscription shall commence upon the date specified in the Quotation or as otherwise agreed upon by the parties in writing and continue for the period specified in the Quotation or as otherwise agreed upon by the parties in writing (the "Initial Term"), unless terminated prior to the end of such period in accordance with the terms hereof.

(b) A Subscription will automatically renew for a period of the same duration as in the Quotation unless Licensee gives written notice of its intent not to renew 90 days before the end of the then-current term and the applicable Quotation shall be deemed amended accordingly (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term"). Aras may refuse to renew the Term by written notice 90 days before the end of the then-current Term.

(c) The price of a Subscription shall increase by 5% per contract year for any Renewal Term and the applicable Quotation shall be deemed amended accordingly.

(d) At the end of the Initial Term and each subsequent Renewal Term, the Subscription Provider and Licensee will review the then current and planned number of enabled named Authorized Users and the Subscription Provider will adjust the pricing for the Renewal Term based upon the results of such review (a "True-Up"). At the end of the Initial Term and each subsequent Renewal Term, Licensee will provide total current count of enabled named Authorized Users to Subscription Provider for the purposes of such True-Up and determining the Subscription pricing for the subsequent Renewal Term. Additionally, Licensee will provide estimates of growth or shrinkage in user accounts over the Renewal Term to enable determination of the appropriate renewal price schedule to be applied.

(e) In the event a Licensee does not renew a Subscription or such Subscription is terminated in accordance with the terms hereof, Licensee may continue to use versions of the Licensed Software made openly available by Aras at no-charge subject to the terms set forth in Section A. Nonetheless, use of any Licensed Software that is distributed as Subscriber only software will be terminated automatically by the expiring license key.

C. PROFESSIONAL SERVICES

C.1 SCOPE OF SERVICES.

Licensee, from time to time, may obtain certain professional services ("Professional Services") from either Aras or an Aras Authorized Partner (the "Service Provider") as set forth in a separate statement of work ("SOW") executed by Licensee and the Service Provider. Professional Services may include, but are not limited to, installation, training, process consulting, development and/or implementation services. In connection with such Professional Services, Service Provider may provide to Licensee certain information and tangible embodiments or other results of such Professional Services developed, created or acquired by the Service Provider, solely or in conjunction with others, for Licensee, 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 this Agreement.

C.2 STATEMENT OF WORK AND PERFORMANCE OF SERVICES.

Each SOW shall be set forth in writing, mutually agreed upon by the Service Provider and Licensee and include a description of the Professional Services to be performed by the Service Provider under this Agreement, the rate of compensation to be paid by Licensee for such Professional Services, and any other terms applicable to such Professional Services. The Service

Provider agrees to perform the Professional Services described in each SOW in accordance with the terms of this Agreement and the terms set out in the applicable SOW. As a condition to the Service Provider's obligations, Licensee must at all times: (a) in good faith cooperate with the Service Provider and provide access to such information, facilities, and equipment as may be reasonably required in order to provide the Professional Services; (b) provide such personnel assistance, as may be reasonably requested from time to time; and (c) carry out in a timely manner all other Licensee responsibilities set forth in the SOW. In the event of any delay in Licensee's performance of any of the obligations set forth in (a), (b) or (c), or any other delays caused by Licensee, the Service Provider, may adjust its obligations and milestones set forth in the SOW as reasonably necessary to account for such delays.

C.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.

C.4 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 Licensed Software 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 Licensee. Performance of the Professional Services pursuant to this Agreement shall not create any rights in or licenses to Licensee with respect to the Licensed Software or any patents, trademarks, trade secrets and/or other intellectual property rights of a Service Provider, except those explicitly set forth in this Agreement. Upon payment in full for the Professional Services provides hereunder, Aras hereby grants Licensee a perpetual, royalty-free, fully paid up, non-exclusive, non-transferable (except as expressly permitted in this Agreement), and non-sublicensable right and license to use any and all ideas, inventions, developments and/or designs or other Work Product conceived, developed or made available by a Service Provider in connection with its performance of the Professional Services for Licensee solely in connection with the Licensed Software originally made available to Licensee pursuant to the terms of Section A. Licensee shall retain all rights and title to all content and all confidential and proprietary information that it makes available to a Service Provider in connection with the Professional Services.

D. GENERAL TERMS AND CONDITIONS

D.1 WARRANTY AND DISCLAIMER OF WARRANTY

(a) If you have downloaded, installed or used the Licensed Software but have not purchased a Subscription or received any Professional Services, to the maximum extent permitted by applicable law, except as stated in this agreement, the Licensed Software is provided and licensed "as is" without warranty of any kind, either expressed or implied.

(b) If you have purchased a Subscription pursuant to the terms hereof and are current in payments for such Subscription, Aras represents and warrants that the Licensed Software will be free from Errors for a period of ninety (90) days (the "Warranty Period") following the start date of the Initial Term of the Subscription, provided that the Subscription Provider is notified of such Error within the Warranty Period. Aras' entire liability and Licensee's exclusive remedy for any breach of such warranty shall be, at Aras' sole discretion, to (i) replace the Licensed Software or (ii) use commercially reasonable efforts to correct the Error, provided that Licensee supplies such additional information regarding the Error as Subscription Provider may reasonably request. If Aras does not replace the Licensed Software and/or does not repair the Error (either by providing a bug fix, a workaround or otherwise) within a reasonable time after notice of the Error, upon Licensee's request, Aras will provide a refund of the fee for the Subscription paid by Licensee for the applicable Licensed Software, pro-rated for the remainder of the Initial Term, upon verification, satisfactory to Aras, that the Licensed Software has been removed from Licensee's computers and networks or is no longer available to Licensee for its use.

(c) If you have received any Professional Services and are current in payments for such Professional Services, Aras warrants that the Work Product will substantially conform to the specifications explicitly set forth in the SOW (the "Specifications"). Aras' sole liability and Licensee's exclusive remedy for breach of such warranty shall be to correct or replace that portion of the Work Product which fails to conform to the Specifications; provided, however, that Licensee has reported in writing any such failure to confirm within sixty (60) days of delivery (the "Review Period") of the Work Product. Aras shall have no liability if (i) Licensee modifies the Work Product without prior written consent; (ii) Licensee fails to give written notice of the non-conformance of the Work Product to the Specifications within the Review Period; or (iii) the failure

of the Work Product to conform to the Specifications is caused in whole or part by persons other than the Service Provider, or by products, equipment or computer programs not licensed by the Service Provider or Aras, if Aras is not the Service Provider.

(d) Licensee represents, warrants, covenants and agrees not to, directly or indirectly, export, re-export or transship products, technology or software, including, without limitation, the Licensed Software, in violation of any applicable U.S. export control laws and regulations or any other applicable export control laws of any country having jurisdiction over the parties or the transaction contemplated by this Agreement. By using the Licensed Software, Licensee represents and warrants that it is not located in, under control of, or a national or resident of any U.S. embargoed country or on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

(e) EXCEPT AS EXPRESSLY STATED IN THIS SUBSECTION D.1, ARAS AND ALL ARAS AUTHORIZED PARTNERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WRITTEN OR ORAL. ANY AND ALL WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF, THE RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH ITS PERFORMANCE OF PROFESSIONAL SERVICES. THE LICENSED SOFTWARE IS INTENDED TO BE USED BY TRAINED PROFESSIONALS AND IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT, TESTING, SAFETY AND UTILITY. LICENSEE IS SOLELY RESPONSIBLE FOR ANY RESULTS OBTAINED FROM USING THE LICENSED SOFTWARE. NEITHER ARAS NOR ANY ARAS AUTHORIZED PARTNER WARRANTS THAT THE OPERATION OR OTHER USE OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO LICENSEE'S DATA, COMPUTERS OR NETWORKS.

D.2 INFRINGEMENT CLAIMS

(a) If you have downloaded, installed or used the Licensed software but have not purchased a Subscription or received any Professional Services, and any portion of the Licensed Software is held by a court of competent jurisdiction to infringe, misappropriate or violate any third party intellectual property rights, then the license granted under this Agreement shall immediately terminate and Licensee must immediately stop using the Licensed Software.

(b) If you have purchased a Subscription pursuant to the terms hereof or received any Professional Services and are current in payments for such Subscription or Professional Services, Aras shall defend, indemnify and hold harmless Licensee and its Authorized Users from and against any and all damages, liabilities, cost and expenses, including legal expenses and reasonable attorneys' fees, arising out of any third party claim or action that the Licensed Software, when used in accordance with the Documentation and the terms of this Agreement, or the Work Product, when used in accordance with the terms of this Agreement, as applicable, infringes, misappropriates or otherwise violates a third party's intellectual property rights. The foregoing indemnity shall not apply to any infringement, misappropriation or violation claims arising out of or related to (i) any unauthorized modification of the Licensed Software or the Work Product, as applicable; (ii) any combination of the Licensed Software or the Work Product, as applicable, with any hardware or software not specified by Aras; or (iii) use of a version of the Licensed Software or the Work Product, as applicable, that has been superseded by a more current version. Aras' entire liability and Licensee's exclusive remedy for a claim arising under this Section D.2 shall be, at Aras' sole discretion, to (A) obtain the right for Licensee to continue using the Licensed Software or the Work Product, as applicable, consistent with this Agreement; (B) modify the Licensed Software or the Work Product, as applicable, so that it is non-infringing; or (C) replace the infringing component of the Licensed Software or the Work Product, as applicable, with a non-infringing component. If Aras does not obtain such right to continue using the Licensed Software or the Work Product, as applicable, or does not modify or replace such Licensed Software or such Work Product, as applicable, within a reasonable time after receipt of a final judgment of infringement, misappropriation or violation with respect to the Licensed Software or the Work Product, as applicable, upon Licensee's request, Aras will provide a refund of the fee for the Subscription paid by Licensee for the Licensed Software, pro-rated for the remainder of the then-current Initial Term or Renewal Term, as applicable, or a refund of the fee paid by Licensee for the Professional Services as depreciated on a straight line basis over three (3) years, as applicable, upon verification, satisfactory to Aras, that the Licensed Software or the Work Product, as applicable, has been removed from Licensee's computers and networks or is no longer available to Licensee for its use.

(c) In claiming any indemnification pursuant to the terms of this Section D.2, Licensee shall promptly provide Aras with written notice of any claim which Licensee believes falls within the scope of Aras' indemnification obligations. Licensee

may, at its own expense, assist in the defense if it chooses; provided that Aras shall control such defense and all negotiations relative to the settlement of any such claim; and further provided that Aras shall not settle any claim without Licensee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, solely if such settlement does not fully release Licensee or places any restriction or obligation on Licensee with respect to the rights granted in this Agreement.

D.3 LIMITATION OF LIABILITY

(a) IN NO EVENT SHALL EITHER PARTY OR ANY ARAS AUTHORIZED PARTNER BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IF YOU HAVE DOWNLOADED, INSTALLED OR USED THE LICENSED SOFTWARE BUT HAVE NOT PURCHASED A SUBSCRIPTION OR RECEIVED ANY PROFESSIONAL SERVICES, THE ENTIRE LIABILITY OF ARAS AND ANY ARAS AUTHORIZED PARTNER FOR ANY DAMAGES AWARDED BY A COURT RESULTING FROM A CLAIM UNDER THIS AGREEMENT, AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT, SHALL NOT EXCEED FIVE DOLLARS (US $5.00). IF YOU HAVE PURCHASED A SUBSCRIPTION OR RECEIVED ANY PROFESSIONAL SERVICES, THE ENTIRE LIABILITY OF EITHER PARTY AND ANY ARAS AUTHORIZED PARTNER FOR ANY DAMAGES AWARDED BY A COURT RESULTING FROM A CLAIM UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO ARAS OR ANY ARAS AUTHORIZED PARTNER BY LICENSEE FOR THE SUBSCRIPTION SERVICES OR PROFESSIONAL SERVICES THAT ARE THE SUBJECT OF THE CLAIM, AS APPLICABLE, DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO A CLAIM FOR SUCH DAMAGES.

(c) Notwithstanding the foregoing, the disclaimers and limitations of liability set forth in this subsection D.3 shall not apply with respect any damages arising from (i) either party's breach of its confidentiality obligations under this Agreement; (ii) Licensee's breach of the terms set forth in Section A; or (iii) either party's gross negligence or willful misconduct.

(d) NO CLAIM ARISING OUT OF THIS AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT AGAINST ARAS MORE THAN THE SHORTER OF ONE YEAR OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

D.4 TERM AND TERMINATION

(a) This Agreement shall commence on the date on which you download, install or use, whichever is earlier, the Licensed Software.

(b) Without prejudice to any other rights or remedies available pursuant to the terms of this Agreement or pursuant to applicable law, rule or regulation, this Agreement or any portion hereof may be terminated pursuant to the following terms and conditions:

(i) Either party may terminate this Agreement or any portion hereof upon written notice to the other party if such other party fails to comply with the material terms and conditions of this Agreement (including any payment due) and fails to cure such non-compliance within thirty (30) days following receipt of written notice of such failure from the non-breaching party;

(ii) If Licensee challenges the validity, enforceability or scope of Licensee's rights in the Licensed Software or any Work Product (including in a cross-claim or counterclaim in a lawsuit), Aras may terminate this Agreement upon written notice to Licensee.

(c) Upon termination of this Agreement, notwithstanding the terms of the license granted in Section A.1, Licensee's license to the Licensed Software shall end automatically and Licensee must destroy all copies of the Licensed Software and all of its component parts, and all Subscription Services and/or Professional Services being provided at such time, if any, shall immediately cease. In addition, upon termination of a Subscription, whether by termination of this Agreement or termination of any Subscription Services, (i) Licensee shall promptly pay any unpaid fees for the Subscription to the Subscription Provider provided Licensee's nonpayment is not related to a dispute of fees; and (ii) if Licensee terminates a Subscription pursuant to the terms of subsection D.4(b)(i) above, the Subscription Provider shall pay Licensee a pro-rated refund of the fee paid for the current term of the Subscription. Subsections A.2, A.3, C.4 and Section D shall survive any termination of this Agreement.

D.5 THIRD PARTY ADD-ON SOLUTIONS.

From time to time certain add-on software ("3rd Party Add-on Software") that is intended for use with the Licensed Software may be made available or offered by a partner of Aras who has been authorized as such by Aras (an "Aras Authorized Partner") and other non-related parties either as a free download from the Aras website or other websites, by subscription or for sale by Aras or an Aras Authorized Partner. The terms of this Agreement explicitly do not cover such 3rd Party Add-on Software. Each developer of 3rd Party Add-on Software may provide a separate license, warranty, and indemnification agreement.

D.6 MISCELLANEOUS

(a) Licensee, Aras or any Aras Authorized Partner, as applicable, agree to maintain the confidentiality of any confidential or proprietary information received from the other parties ("Confidential Information") for a period of two (2) years after the termination of this Agreement. Confidential Information shall not include publicly available or independently developed information. The receiving party of any Confidential Information of the other party agrees not to use said Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party shall protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own confidential information and in no event less than reasonable care. After termination of this Agreement, each party shall return to the other party any Confidential Information of the other party received during the term of this Agreement. Notwithstanding the foregoing, the existence of this Agreement and the identity of the Licensed Software and the parties to this Agreement may be disclosed for business purposes by either party. Aras may also for business purposes, issue mutually agreed upon press releases, and distribute information, including Licensee's name and logo and any endorsement by Licensee regarding its use of the Licensed Software.

(b) The Licensed Software is deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. The rights of the United States Government to use, modify, reproduce, release, perform, display or disclose the Licensed Software shall be governed by this Agreement.

(c) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflicts of laws principles. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the Federal and State courts within Suffolk County, Massachusetts, U.S.A. The parties expressly waive and disclaim the applicability of the Uniform Computer Information Transactions Act (UCITA), as may be adopted in any jurisdiction, and the United Nations Convention on the International Sale of Goods.

(d) If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect.

(e) This Agreement is not assignable, in whole or in part, by Licensee without the prior written consent of Aras, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement to an affiliate or in connection with a merger or sale of all of Licensee's stock or all or substantially all of the assets of Licensee. Any attempt at assignment by you, including by means of merger, acquisition, operation of law or otherwise, that is not expressly permitted under the terms of this Agreement or that is done without such consent shall be null and void and of no force and effect.

(f) If by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions, appropriation or other causes beyond the reasonable control of a party hereto, either party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such party shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make such party liable to the other party. Neither party shall be liable for any loss, injury, delay or damages suffered or incurred by the other party due to the above causes.

(g) This Agreement and all Quotations and SOWs set forth the entire understanding and agreement among Licensee and Aras and supersede all proposals or communications, oral or written, between the parties relating to the subject matter of the Agreement, unless Aras and Licensee have executed a separate written contract which specifically states that the terms of that contract prevail. Except as otherwise expressly stated herein, no other terms or conditions and no

modification, alteration or amendment of this Agreement shall be binding upon Aras unless accepted in writing by an authorized officer of Aras. Aras expressly rejects any terms and conditions contained in any purchase order or other document presented by Licensee prior to or after the date of this Agreement or any Quotation or SOW provided under the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Quotation or SOW, the terms of this Agreement shall control.

(h) All fees and any other charges incurred under the terms of this Agreement are exclusive of all federal, state, municipal, and other governmental excise, sales, use, customs, value added, and other taxes, fees or duties now in force or enacted in the future. If Aras or any Aras Authorized Partner is required to pay any such taxes, the taxes shall be billed to and paid by Licensee. Licensee agrees to pay on or before its due date all such taxes, fees, duties and charges which arise out of or in connection with this, but excluding taxes calculated on Aras' or any Aras Authorized Partner's net income.

(i) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing in this Agreement is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, provided that all Aras Authorized Partners will be deemed to be third party beneficiaries for purposes of this Agreement.

(j) From time to time, information about your license key(s), the version of the Licensed Software, the operating environment and the language packs you have installed may be transmitted by the installed Licensed Software to Aras. This information allows Aras to be more efficient in their communications with you regarding software patches, critical bug fixes and technical bulletins. For example, by (i) downloading alerts about new service pack availability directly to your server and in the correct language; and (ii) utilizing the user interface to send critical technical support notifications to you that are applicable to the specific installation of the Licensed Software running in your environment. No software updates will be automatically applied to your installation.

(k) In the event of a dispute between the Licensee and Aras regarding the enforcement of the Agreement, the prevailing party in such dispute will be entitled to collect from the other party the prevailing party's reasonable legal fees, expert witness fees, and costs.