



Aera Developer
(formerly Aera Skill Builder)
Product Specific Terms

The following Aera Developer Product Specific Terms apply to the self-service features licensed to Customer under an applicable Order Form as part of the Service (“Supplement”). Except as otherwise set forth in this Supplement, this Supplement incorporate by reference all the terms and conditions of the Master Service Agreement or similarly-titled agreement for Aera’s cloud service products (collectively, the “Agreement”) entered into between Aera and Customer, provided that this Supplement applies solely to the Aera Developer self-service features of the Service and is effective so long as there is an active Order Form for Aera Developer. To the extent that there is a conflict between the Agreement and this Supplement with regards to the Aera Developer self-service features, this Supplement will take precedence. Terms not defined in this Supplement have the meaning stated in the Agreement.

1. Definitions.

“**Aera Developed Skills**” means Aera developed Skills, Skill accelerators or Skill components.

“**Customer Developed Skills**” means Skills or portions thereof to the extent developed by Customer or its DCS Users (but excluding Aera Developed Skills).

“**Aera Developer**” means the features within the Service consisting of a Skill-building platform which is made available by Aera to Customer as a part of the Service.

“**DCS Users**” or “**Aera Developers**” means named Users authorized by Customer to access and use the Aera Developer in accordance with the Agreement, Order Form and this Supplement. Such users must be trained and certified to Aera’s reasonable satisfaction before they access the Aera Decision Cloud platform environments or begin any Skill development or implementation and shall continue to complete any additional trainings and obtain any additional certifications (including, without limitation, for each major release) as reasonably required by Aera throughout the Term.

“**Skills**” means content and logic that are developed for use with Aera’s Decision Cloud platform to provide real-time insight, recommendations and predictions to facilitate the execution of decisions by Customer personnel.

2. License to Use. Notwithstanding anything else to the contrary in the Agreement, and subject to compliance with the terms and conditions set forth in the Agreement, this Supplement, the applicable Order Form, and all applicable laws, Aera grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable right during the Term to use Aera Developer in accordance with the applicable Documentation to build, deploy and manage its own Skills or modify Aera Developed Skills solely for use with the Service.

3. DCS User Compliance. Customer will ensure that, prior to access, all DCS Users meet and exceed Customer’s standard background check, security training, and all other requirements generally imposed by Customer on other personnel performing similar services for Customer in the applicable region.

4. Customer Warranties.

Customer warrant, (on behalf of itself and its DCS Users), that:

(a) Customer Developed Skills are its original creation and it has the full power, right and authority to use, and if applicable authorize others to use, the Customer Developed Skills with the Service. Customer hereby grants Aera the rights herein without any conflict with third party rights;

(b) Customer has obtained all rights necessary from its DCS Users involved in the creation of Customer-Developed Skills, to grant the rights in this Supplement without any further restrictions or obligations;



(c) Customer Developed Skills are not subject to any Customer, DCS Users or third-party rights that will bind or restrict Aera in any way; and

(d) Customer Developed Skills shall not contain any malware, viruses, defects, or other harmful code or programming instructions that can damage, disable, impair, interfere with or otherwise adversely affect Aera Developer or the Service, or any underlying computer programs, data files, or hardware that support Aera Developer or the Service without the written consent of Aera. Customer shall promptly notify Aera of any facts or circumstances of which Customer become aware that would make these representations and warranties inaccurate in any respect.

5. Notification of DCS User Changes.

Customer may not appoint downstream provisioning agents or otherwise transfer, sublicense or delegate its rights or obligations hereunder without Aera's prior written consent. If a DCS User's employment or services with Customer is terminated, Customer will immediately terminate such User's access to the Service (including without limitation, the Aera Developer) and change any applicable access credentials thereto. Customer is solely responsible for and shall indemnify and hold Aera harmless from Customer's and its DCS Users use of, and acts and omissions in connection with their use of the Aera Developer.

6. Ownership.

6.1. As between the parties, Aera retains all right, title and interest in and to the Aera Developer technology, its platform, and all Aera Developed Skills (and any portions thereof), and all related intellectual property rights.

6.2. Subject to Section 6.1 above, and without limiting Aera's rights set forth herein and in an Order Form between the parties, as between the parties, Customer retains all right, title and interest in and to the Customer Developed Skills; provided that Customer grants Aera the right to access and use such Customer Developed Skills to provide the Offerings under the applicable Order Form or Statement of Work. No rights or licenses are granted by Aera with respect to the underlying Skills and technology made available by Aera in connection with this Supplement except for the limited licenses during the applicable Term, as expressly set forth in the applicable Order Form and the Agreement.

6.3. Notwithstanding anything herein, nothing in the Agreement and this Supplement (a) prevents Aera from using, disclosing, exercising or exploiting information, know-how, ideas and skills of a general nature developed or learned in the course of performance of the Agreement and this Supplement that relates generally to its business operations, provided that it does not incorporate Customer's Confidential Information uniquely applicable to Customer, or (b) restricts Aera's ability to independently create Skills or other intellectual property that is the same or similar to any other skill without using Customer's Confidential Information uniquely applicable to Customer.

7. Survival.

Aera's rights and Customer's obligations and liabilities under this Supplement shall survive any expiration or termination of the applicable Order Form and Agreement between the parties.