CLOUD SUBSCRIPTION AGREEMENT

1. DEFINITIONS The terms defined in this Section 1 and any other capitalized terms defined in the other sections of this Cloud Subscription Agreement have the meanings stated.

1.1 "**Agreement**" means, collectively, this Cloud Subscription Agreement and any Order Forms.

1.2 "**Cloud Offering**" means Appian's baseline software (including all updates and enhancements to the same that Appian provides under section 4 of this Cloud Subscription Agreement), the Documentation, and the information technology infrastructure used to make Appian's software available to Subscriber over the Internet.

1.3 "**Data**" means the data, information or material that Subscriber or its Users submit to the Cloud Offering under this Agreement. Data shall not include anything initially provided to Subscriber by Appian.

1.4 "**Documentation**" means the contents provided under the documentation section of the Appian Community website, https://docs.appian.com, or other URL as notified to the Subscriber in writing from time to time.

1.5 "**Order Form**" means one or more order forms signed by the Parties or the purchase order issued by an Ordering Activity and accepted by the GSA Schedule-holder Contractor .

1.6 "**User**" means an employee, contractor or subcontractor of Subscriber who has a user account in the Cloud Offering allowing him/her to authenticate into the Cloud Offering.

2. SUBSCRIPTION

2.1 **License**. During the term of the subscriptions that Subscriber purchases, Appian grants Subscriber a non-transferable, nonexclusive license to access the Cloud Offering via a username and password over the Internet. Subscriber may use the licenses purchased under this Agreement for Subscriber's general business purposes, unless the applicable Order Form restricts Subscriber's use to a particular application, in which case Subscriber may only use the Cloud Offering in connection with the specified application.

2.2 **Restrictions.** Except to the extent expressly authorized in this Agreement or in the Documentation, Subscriber may not: (i) reverse engineer, disassemble, decompile or otherwise attempt to access or determine the source code of the Cloud Offering, (ii) operate the Cloud Offering for use by third parties or otherwise operate the Cloud Offering on a service bureau basis, (iii) modify, copy, reproduce or create a derivative from the Cloud Offering, in whole or in part, or (iv) allow, permit or assist any party to do any of the foregoing. In addition, unless expressly authorized by Appian in the applicable Order Form, Subscriber agrees not to use the Cloud Offering in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Cloud Offering or the failure of the Cloud Offering, could lead to death, personal injury, or severe physical or environmental damage.

2.3 **Users Accounts.** Only the identified individual associated with a particular User account can access the Cloud Offering using that account. User accounts may not be shared among individuals, or used to provide access to the Cloud Offering to individuals who are not the individual associated with the corresponding User account. Subscriber may not activate and de-activate User accounts on a daily or other regular basis in order to circumvent license restrictions. To the extent that Subscriber configures Appian's software to be accessed or used through a separate system or interface (e.g. "headless"), users of the Appian software through such separate system or interface must be licensed under this Agreement, regardless of whether such person has an Appian User account or authenticates into the Cloud Offering. If Subscriber exceeds the number of licensed Users set forth in the effective Order Form(s), Appian will invoice Subscriber for the excessive use and Subscriber will pay the invoice within thirty (30) days of the invoice receipt date. Subscriber shall either discontinue the excessive use, or Subscriber may purchase such additional User subscriptions necessary to bring Subscriber into compliance for the remainder of the term of Subscriber's current subscription. Such additional User subscriptions shall be at Appian's current GSA Schedule list fees irrespective of any discounts offered to Subscriber in any Order Form.

2.4 **Subscriber Responsibilities.** Subscriber must use the Cloud Offering in accordance with all applicable laws. Subscriber is responsible for the password security of User accounts and the level of access granted to an individual User by Subscriber's Cloud Offering administrators, as well as any other security configurations set by Subscriber. Subscriber is responsible for any violation of this Agreement by its Users. Subscriber shall promptly report to Appian any copying or distribution of the Cloud Offering in violation of this Agreement that is known or suspected by Subscriber and provide Appian with reasonable assistance to stop such violation.

2.5 **Security**. Appian will maintain an annual Service Organization Control (SOC) Report (or other similar or replacement report as the industry adopts) in connection with the Cloud Offering ("SOC Report"). Subject to agreed upon usage terms, Appian will provide Subscriber with Appian's then current SOC Report. During the term of this Cloud Subscription Agreement, Appian will maintain such security measures identified in the then current SOC Report or, if Appian determines that more effective measures should be implemented, apply such replacement security measures. Subscriber may perform security testing with respect to the Cloud Offering, but only with Appian's prior written consent, not to be unreasonably withheld.

2.6 **Intellectual Property Rights.** The Cloud Offering and all intellectual property rights therein are licensed to Subscriber, not sold. All rights in the Cloud Offering not provided to Subscriber under this Agreement are retained by Appian and its licensors.

3. DATA As between the Parties, the Data belongs to Subscriber. Subscriber is responsible for responding to any notices sent to

Subscriber (or any User) by any third party claiming that the Data violates such party's rights. Subscriber grants Appian a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable right during the term of this Cloud Subscription Agreement to use the Data for the purposes of providing the Cloud Offering to Subscriber. Appian shall backup the Data on a nightly basis. The Data shall be retained for at least twenty eight (28) calendar days.

4. MAINTENANCE SERVICES

4.1 **Maintenance Services.** Appian shall provide Subscriber with the following maintenance services ("Maintenance Services") during the term of the Subscriber's subscription to the Cloud Offering:

a. Updates**.** Appian will install the upgrades and patches to the Cloud Offering that become available.

b. Technical Support**.** Subscriber shall designate up to two (2) Subscriber employees to coordinate Subscriber's requests for Maintenance Services. Subscriber's Maintenance Services contacts may report problems and seek assistance regarding Subscriber's use of the Cloud Offering using Appian's online technical support case management system, by telephone using Appian's authorized technical support phone line, or using any other means that Appian may authorize from time-to-time. Subscriber's Maintenance Services contacts may track Technical Support requests using Appian's case management system. Subscriber shall email support@appian.com with Subscriber's Maintenance Services contacts promptly on or after the Effective Date. Subscriber may change its Maintenance Services contacts using Appian's case management system.

4.2 **Remote Maintenance Only**. Maintenance Services do not include on-site or in-person assistance or consultation, or training that would normally be provided in formal training classes.

4.3 **Scheduled Maintenance.** Appian may specify up to a contiguous four (4) hour period during off peak hours when the Cloud Offering will not be available and during which Appian can provide any needed maintenance. Appian will use reasonable efforts to provide one week prior notice of all scheduled maintenance periods, provided that Appian may without prior notice suspend the Cloud Offering to install emergency patches or other urgent corrective measures.

5. RESERVED.

6. RESERVED.

7. RESERVED.

8. LIMITED WARRANTIES AND DISCLAIMERS

8.1 **Service Level Agreement**. Appian shall provide the Service Level Agreement attached to this Cloud Subscription Agreement as Schedule 1 in connection with the Cloud Offering.

8.2 **Virus**. Prior to delivery of the Cloud Offering to Subscriber, Appian will first scan the same using commercially available up to date virus detection software, and will remediate any issue discovered by such software.

8.3 Limited Warranty, **Disclaimer**. APPIAN WARRANTS THAT THE CLOUD OFFERING WILL, FOR THE TERM OF A SUBSCRIPTION PERFORM SUBSTANTIALLY IN ACCORDANCE WITH APPIAN CLOUD SERVICE LEVEL AGREEMENT. Subject to the limitations set forth below, Appian warrants that it shall perform the Maintenance Services in a professional and workmanlike manner consistent with prevailing industry practices. In the event of a breach of this warranty Appian shall, as Customer's exclusive remedy, use commercially reasonable efforts to re-perform the non-conforming Professional Services as soon as reasonably practicable, and at no additional cost to Customer. Customer must notify Appian of any breach of this maintenance service warranty in writing within five (5) business days after the non-conforming services are provided to Customer.

EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES PROVIDED IN CONNECTION WITH THE CLOUD OFFERING AND MAINTENANCE SERVICES. TO THE MAXMIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY CAUSE OR ACTION (INCLUDING CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY) ARISING FROM OR OUT OF THIS AGREEMENT FOR (a) ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, AND (b) AGGREGATE LIABILITY OF GREATER THAN THE FEES ACTUALLY PAID BY SUBSCRIBER UNDER THIS PURCHASE ORDER. OBLIGATIONS UNDER SECTION 10 OF THIS CLOUD SUBSCRIPTION AGREEMENT AND SUBSCRIBER'S OBLIGATION TO MAKE PAYMENTS AS DUE SHALL NOT BE SUBJECT TO THE LIMITATION SET FORTH IN 9(b) ABOVE. IN ADDITION, DAMAGES ASSOCIATED WITH EITHER PARTY VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY, SHALL NOT BE SUBJECT TO THE LIMITATION SET FORTH IN SECTIONS 9(a) OR 9(b) ABOVE. THE LIMITATIONS SET FORTH IN THIS SECTION ARE INDEPENDENT OF ANY LIMITED REMEDY SET FORTH HEREIN, SHALL APPLY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

10. RESERVED.

11. RESERVED.

12. GENERAL

12.1 **RESERVED.**

12.2 **Relationship**. This Agreement does not create a joint venture, partnership, employment, or agency relationship.

12.3 **Marketing.** To the extent permitted by GSAR 552.203-71, and with the Subscriber's prior written consent, (a) Appian may publicly identify Subscriber as an Appian customer and uses its logo on Appian's website and in presentations to current or prospective customers or investors; (b) Appian may issue a mutually agreed upon press release announcing Subscriber's status as an Appian customer; (c)reserved; and (d) upon successful launch of an application in the Cloud Offering, Appian may record and produce a video concerning Subscriber's use of Appian for such application, which may be distributed via Appian.com.

12.4 **Severability**. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

12.5 **Waiver**. The waiver by either Party of a breach or right under this Agreement will not constitute a waiver of any other or subsequent breach or right.

12.6 **RESERVED.**

12.7 **RESERVED.**

12.8 **Force Majeure.** Excusable delays shall be governed by FAR 52.212-4(f).

12.9 **RESERVED.**

12.10 **Survival**. Provisions herein which by their nature extend beyond the termination of this Agreement shall remain in effect until fulfilled.

Appian Cloud
Reseller Service Level Agreement

1. **GENERAL SERVICE OBLIGATIONS** - Appian's obligations depend on the type of Maintenance Services that Subscriber purchases in a corresponding Order Form, as set forth in the following chart:

	STANDARD	STANDARD PLUS	ADVANCED
TECHNICAL SUPPORT SERVICES			
	Technical Support Availability		
Priority 1 & 2 Issues	Local Business Hours	24x7x365	24x7x365
Priority 3 & 4 Issues	Local Business Hours	Local Business Hours	Local Business Hours
Designated Support Contacts	4	4	12
Onboarding Session	✔	✔	✔
Online Case Management	✔	✔	✔
Appian Community	✔	✔	✔
Monthly Health Check Reviews			✔
COMPLIANCE & AUDIT			
Standardized Information Gathering (SIG)	✔	✔	✔
SOC 2 Report	✔	✔	✔
APPIAN CLOUD CAPABILITIES			
Availability Minimum	99.80%	99.80%	99.95%
Pre-Release Testing Program*	✔	✔	✔
Appian Cloud Insights*	✔	✔	✔
Default Instance Size (Non-Prod)	Large	Large	Large
High Availability for Production			✔
Enhanced Data Pipeline*			✔
Log Streaming*			✔
Data At Rest Encryption*			✔
Bring Your Own Key*			✔

*defined at docs.appian.com

2. **RESPONSE MEASUREMENTS -** Appian will use commercially reasonable efforts to respond to Issues within

the response times listed below. A Priority 1 or 2 Issue shall be deemed reported, and Appian's response time shall commence, once Subscriber reports the issue as a Priority 1 or 2 Issue using Appian's authorized telephone support number. A Priority 3 Issue or Priority 4 Issue shall be deemed reported, and Appian's response period shall commence, once Subscriber reports the Priority 3 Issue or Priority 4 Issue

using any authorized methods for requesting Technical Support. Appian will be deemed to have responded to an Issue once it responds that it has received the Issue (an automated email response shall not count as a response). If Subscriber's principal office is in the United States, Canada or Latin America, business hours are 8:00 a.m. to 8:00 p.m. (USET), Monday through Friday, excluding Appian holidays; if Subscriber's principal offices are in Europe, the Middle East, or Africa business hours are 8:00 a.m. to 8:00 p.m. (GMT), Monday through Friday, excluding UK holidays; and if Subscriber's principal offices are in Australia, New Zealand, and East or Southeast Asia, business hours are 8:00 a.m. to 8:00 p.m. (Australian ET), excluding New South Wales holidays.

Case Severity	Standard Support Initial Response Time	Standard Plus & Advanced Support Initial Response Time
Priority 1	<1 business hour	<15 minutes (24x7x365)
Priority 2	<2 business hours	<1 hour (24x7x365)
Priority 3	<8 business hours	<3 business hours
Priority 4	<12 business hours	<6 business hours

3. **AVAILABILITY AND SERVICE CREDITS** -

a. Service Credit Definition and Calculation. Subject to the exclusions noted below, if in any given month Subscriber reports a Priority 1 or 2 Issue, and it takes Appian longer than the percentage of time occurring in the applicable month noted below ("Aggregate Availability") to provide a corresponding Correction in accordance with the applicable Technical Support Availability hours noted in the chart above, Appian will provide Subscriber with a credit of the percentage of the sum of the applicable monthly subscription fee and monthly Support fees in effect during the applicable month in the amount described below (each such credit is referred to as a "Service Credit"). The Aggregate Availability for Priority 1 Issues is calculated as 100 percent minus the quotient of the time required by Appian to provide Corrections for all Priority 1 Issues reported in a month, divided by the total number of minutes occurring in that month. Likewise, the Aggregate Availability for Priority 2 Issues is calculated as 100 percent minus the quotient of the time required by Appian to provide Corrections for all Priority 2 Issues reported in a month divided by the total number of minutes occurring in that month. The Service Credits are Appian's exclusive obligation, and Subscriber's sole remedy associated with any Issues. A Priority 1 Issue may not be reported both as a Priority 1 and a Priority 2 Issue.

Priority Level	Monthly Availability %		Service Credit*
	Standard / Plus	Advanced	
Priority 1	<99.8% but ≥ 99.0%	<99.95% but ≥ 99.0%	10%
	<99.0%	<99.0%	30%
Priority 2	<99.0%	<99.0%	15%

*Credit percentages are as a percentage of the sum of monthly applicable subscription fee for Subscriber's subscription to use the Cloud Offering and the monthly Support fees in the applicable Order Form. If the subscription fee for the Cloud Offering is paid other than monthly, the monthly subscription fee shall be calculated as the pro rata equivalent of one month of the subscription fee specified in the applicable Order Form.

b. **Requesting Service Credits** - Subscriber must request Service Credits, in writing, within 30 calendar days after Appian provides the corresponding Correction. Service Credits not requested within this time shall expire.

c. **Exclusions.** Issues caused by any of the following situations shall not trigger Appian's obligations under this Service Level Agreement:

i. Any time the Cloud Offering is not available as a result of scheduled maintenance activities, Subscriber initiated maintenance or any other agreed-to scheduled downtime activity;
ii. Unavailability of or errors in the Cloud Offering due to the following, to the extent developed by or incorporated by Subscriber or its agents: (I) modifications or plug-ins to the Cloud Offering, or (II) unsupported programming, unsupported integrations or malicious activities;
iii. Unavailability of or errors in the Cloud Offering as a result of Subscriber using the Cloud Offering contrary to the then current Documentation;
iv. Events outside Appian's reasonable control, not caused by Appian's fault or negligence, or Subscriber provided infrastructure or integration being unavailable;
v. Any time the Cloud Offering is not available as a result of Subscriber exceeding the IT resources allocated under the applicable Order Form (memory, RAM).

4. **TERMINATION** - Subscriber may terminate the Agreement for cause if Appian refunds to Subscriber the maximum amount of Service Credits to Subscriber for Priority 1 Issues in any two consecutive months, provided Subscriber notifies Appian of its intent to elect this remedy, in writing, within 30 calendar days after the second month.

5. DEFINITIONS- The terms defined in this Section 5 as well as terms defined in the Cloud Subscription Agreement (or similar master terms and conditions) agreed to between the parties (the "Agreement") are applicable to this Service Level Agreement. Terms that have an asterisk in the General Services Obligations table in Section 1 above are further explained in the Documentation at docs.appian.com

a. **General Definitions**

i. **Core Functionality** means the ability to use the Cloud Offering to: (i) load a designer interface; (ii) publish a generic process; (iii) launch a generic process (including accepting a generic task and entering a generic form); (iv) access a generic dashboard; or (v) run a generic report.

ii. **Correction** means, without limitation, workarounds, support releases, component replacements, patches and/or documentation changes, as Appian deems reasonably appropriate.

iii. **Issue** means, collectively, a Priority 1, Priority 2, Priority 3 or Priority 4 Issue.

A. **Priority 1 Issue** means a User is unable to access the login page on a production instance of the Cloud Offering using the User's then current username and password.
B. **Priority 2 Issue** means a User is unable to operate the Core Functionality on a production instance of the Cloud Offering using the User's then current username and password.
C. **Priority 3 Issue** means a functional feature of the Cloud Offering is impacted, but it is feasible to continue production/development, as the issue is not critical or a workaround is feasible.
D. **Priority 4 Issue** means all other issues which are not Priority 1, 2 or 3.

b. **Technical Support Services Definitions.**

i. **Designated Support Contacts** means the Subscriber personnel designated to interact with Appian on technical support issues. Designated Support Contacts are able to create, view and update technical support cases on behalf of Subscriber's Appian projects. Designated Support Contacts will also receive communications from Appian Support.

ii. **Onboarding Session** means that Appian will walk Subscriber through a number of items designed to accelerate Subscriber's use of the Cloud Offering. This includes a review of available online resources, Technical Support services, and best practices for working with Appian Support. For Appian Cloud customers, this will also include a review of Appian Cloud monitoring and procedures for site maintenance and upgrades.

iii. **Online Case Management** means that Subscriber's Designated Support Contacts may access Appian's Online Case Management system for reviewing, creating & updating support cases, managing support contact designations and maintenance notifications.

c. **Compliance & Audit Definitions.**

i. **Standardized Information Gathering** means that, upon request, Appian will provide Subscriber with a copy of the Standardized Information Gathering (SIG) Questionnaire completed by Appian on an annual basis. The SIG is a comprehensive risk management tool for cybersecurity, IT, privacy, data security and business resilience in an information technology environment. The SIG collects information security information from 18 risk domains within the Appian Cloud environment.

ii. **Annual Security Questionnaire** means that Appian will complete Subscriber's custom information security questionnaire on an annual basis.

d. **Appian Cloud Capabilities Definitions.**

i. **Default Instance Size (Non-Prod)** means that Appian provides a Large default instance size (2 vCPUs, 15GB RAM) for non-production environments.

ii. **High Availability for Production -** High Availability for Production means that Subscriber's production instance of the Cloud Offering will be provided simultaneously through three Availability Zones without a single point of failure. (Appian's standard Cloud Offering provides service through a single Availability Zone only.) Each Availability Zone will be located in the Subscriber's selected region. Appian will maintain such servers and storages necessary to keep up to date with Subscriber's applications and data in order to operate Subscriber's Cloud Offering in such three Availability Zones. As a part of the High Availability Offering, Appian will provide Subscriber with a Recovery Point Objective (RPO) of 1 minute and a Recovery Time Objective (RTO) of 15 minutes. RPO means that the Subscriber data restored to the High Availability Cloud Offering will be no older than 1 minute prior to the event that led to the Cloud Offering no longer writing data to the High Availability database servers. RTO means that the High Availability Cloud Offering will be unavailable for no longer than 15 minutes in the event of unscheduled unavailability of the Cloud Offering for any reason within the control of Appian or Appian's service providers. Appian's exclusive obligation and Subscriber sole remedy for any failure by Appian to meet the RTO or RPO in a month will be Subscriber's right to a 100% Service Credit against the Advanced (including High Availability for Production) fees payable for that month.