

Archer End User License Agreements Preamble

The terms and conditions in the attached Archer End User License Agreements are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ)), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Archer End User License Agreements are inconsistent with the Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders, including, but not limited to the following:

(a) Termination. Clauses in the Archer End User License Agreement referencing termination or cancellation of the Archer End User License Agreement are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Archer may request cancellation or termination of the License Agreement if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced below or if such remedy is otherwise ordered by a United States Federal Court.

(b) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Archer End User License Agreement referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(c) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in 52.233-1 Dispute

(d) Force Majeure. Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Archer does not apply to a Government order and all clauses in the Archer End User License Agreement referencing unilateral termination rights of Archer are hereby deemed to be deleted.

(e) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Archer End User License Agreement are hereby deemed to be deleted.

(f) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Archer End User License Agreement are hereby deemed to be deleted.

(g) Licensee Indemnities. All Archer End User License Agreement clauses referencing Customer Indemnities are hereby deemed to be deleted. All Archer End User License Agreement clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(h) Renewals. All Archer End User License Agreement clauses that violate the Anti-Deficiency Act (31

U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted. If any license or service tied to period payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(i) Future Fees or Penalties. All Archer End User License Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the

Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(j) Taxes. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties. Any taxes or surcharges which the licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order, and in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(k) Installation and Use of the Software. Installation and use of the software shall be in accordance with the ARCHER End User License Agreement, unless a Licensee determines that it requires different terms of use and ARCHER agrees in writing to such terms in a valid order placed pursuant to the Government contract.

(l) Dispute Resolution and Venue. Any disputes relating to the ARCHER End User License Agreement shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Licensee expressly acknowledges that ARCHER shall have standing to bring such claim under the Contract Disputes Act.

(m) Limitation of Liability: Subject to the following:

ARCHER and Licensee shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, ARCHER and Licensee shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(n) Advertisements and Endorsements. Unless specifically authorized by a Licensee in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(o) Public Access to Information. ARCHER agrees that the ARCHER End User License Agreement contain no confidential or proprietary information and acknowledges the ARCHER End User License Agreement will be available to the public.

(p) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. § 552, and any order by a United States Federal Court. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(q) Additional terms. (A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc.). Such terms shall be enforceable only to the extent that: (1) When included by reference using electronic means, the terms are readily available at referenced locations; and (2)

Terms do not materially change government obligations; and (3) Terms do not increase government prices; and (4) Terms do not decrease overall level of service; and (5) Terms do not limit any other Government right addressed elsewhere in this contract.



END USER LICENSE AGREEMENT

***** IMPORTANT INFORMATION – PLEASE READ CAREFULLY *****

THIS SOFTWARE CONTAINS COMPUTER PROGRAMS AND OTHER PROPRIETARY MATERIAL AND INFORMATION, THE USE OF WHICH IS SUBJECT TO AND EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THIS END USER LICENSE AGREEMENT (THE “AGREEMENT” OR “CSA”).

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU (MEANING THE ENTITY THAT THE INDIVIDUAL REPRESENTS THAT HAS OBTAINED THE SOFTWARE AND HARDWARE FOR ITS INTERNAL PRODUCTIVE USE AND NOT FOR OUTRIGHT RESALE) (THE “CUSTOMER”) AND ARCHER (WHICH MEANS (I) IF CUSTOMER IS LOCATED IN THE UNITED STATES, MEXICO OR SOUTH AMERICA, THEN THIS IS A LEGAL AGREEMENT BETWEEN THE CUSTOMER AND ARCHER WITH “ARCHER” MEANING ARCHER TECHNOLOGIES LLC. IF CUSTOMER IS LOCATED OUTSIDE OF THE UNITED STATES, MEXICO OR SOUTH AMERICA, THEN THIS IS A LEGAL AGREEMENT BETWEEN THE CUSTOMER AND ARCHER, WITH “ARCHER” MEANING: (II) ARCHER TECHNOLOGIES IRELAND LIMITED; OR (III) OTHER AUTHORIZED ARCHER ENTITY AS IDENTIFIED ON THE ARCHER QUOTE OR OTHER ARCHER ORDERING DOCUMENT.

Unless Archer agrees otherwise in writing, this Agreement governs Customer's use of the Software, except to the extent all or any portion of the Software is: (a) the subject of a separate written agreement set forth in a quotation issued by Archer; or (b) governed by a third party licensor's terms and conditions. Capitalized terms have meaning stated in the Agreement.

By executing a written order for this Software, or authorizing any other person to do so, you are representing to Archer that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this Agreement shall govern the relationship of the parties with regard to the subject matter in this Agreement and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this Agreement.

If you do not have authority to agree to the terms of this Agreement on behalf of the Customer, or do not accept the terms of this Agreement on behalf of the Customer, click on the “Cancel” or “Decline” or other similar button at the end of this Agreement and/or immediately cease any further attempt to install, download or use this Software for any purpose, and remove any partial or full copies made from this Software.

1. **DEFINITIONS.** Capitalized terms shall have the meaning as set forth in this Section 1 or as otherwise defined in this Agreement.
 - A. “**Affiliate**” means a legal entity that is, directly or indirectly, controlled by, controls, or is under common control with Customer or Archer, respectively. “Control” means more than 50% of the voting power or ownership interests. “Customer Affiliate” shall mean any Affiliate of Customer.
 - B. “**Documentation**” means the then-current, generally available, written user manuals and online help and guides provided by Archer for Products.
 - C. “**Installation Site**” means the ship-to address or other location identified on the Archer quote or other document prepared by Archer as the site of installation and/or use of a Product, or a subsequent location approved by Archer.
 - D. “**Products**” means **Software** (which means a series of instructions or statements in machine-readable, object code form only).
 - E. “**Product Notice**” means the notice by which Archer informs Customer of product-specific use rights and restrictions, warranty periods, warranty upgrades and maintenance (support) terms. Product Notices may be delivered in an Archer quote, otherwise in writing and/or a posting on the applicable Archer website, currently located at <https://www.archerirm.com/company/standard-form-agreements>. The terms of the Product Notice in effect as of the date of the Archer quote shall be deemed to be incorporated into and made a part of the relevant Customer purchase order. Each Product Notice is dated and is archived when it is superseded by a newer version. Archer shall not change any Product Notice retroactively with regard to any Products listed on an Archer quote issued prior to the date of the applicable Product Notice. Upon request, Archer shall without undue delay provide a copy of the applicable Product Notice and/or attach it to the relevant Archer quote.
 - F. “**Services**” mean (i) services for the support and maintenance of Products (“Maintenance Services” or “Support Services”) governed by the applicable terms currently located at: <https://www.archerirm.com/company/standard-form-agreements> or (ii) consulting, installation, implementation, or other services that are not Maintenance Services (“Professional Services”) governed by the applicable terms currently located at: <https://www.archerirm.com/company/standard-form-agreements>.
 - G. “**Software Release**” means any subsequent generally available version of Software provided by Archer after initial Delivery

of Software but does not mean a new Product.

H. **"Supplier(s)"** means an entity (other than Customer) whose components, subassemblies, software and/or services have been incorporated into Products and/or Services.

I. **"Training"** means Archer's generally available training course offerings, whether online, via CD, instructor-led, or any other method of delivery.

J. **"Training Materials"** means the materials provided to Customer during Training.

2. QUOTING, PURCHASING AND PAYMENT.

A. Quoting and Purchasing. This Section 2.A shall only apply to purchases which are placed by Customer directly with Archer. The description of the Products, Maintenance Services, Services identified in a Service Brief, and related pricing are as stated in a quote to Customer from Archer. Each quote is valid for the time period specified thereon. Customer may order the items on such quote by (i) issuing a purchase order to Archer that references such quote; or (ii) with the prior approval of Archer (a) signing such quote and returning it to Archer; or (b) sending an email or other writing to Archer referencing and ordering the items on such quote. Customer's order is accepted by Archer (1) issuing an e-mail or other written communication to Customer accepting such order; or (2) or commencing performance of the applicable Services.

B. Payment. This Section 2.B shall only apply to purchases which are placed by Customer directly with Archer. Customer shall pay Archer's invoices in full and in the same currency as the Archer invoice within thirty (30) days after the receipt date of Archer's invoice, with interest accruing thereafter at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Archer shall state separately on invoices taxes excluded from the fees, and the [Customer] agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

C. Transactions with Customer Affiliates. This Section 2.C shall only apply to purchases which are placed by Customer directly with Archer or Archer Affiliate. Customer Affiliates domiciled in the same country as Customer are entitled to order Products and Services under this Agreement, if the Products and Services are ordered for installation/delivery or performance in such country. Before ordering Products and Services for installation/delivery in any other country, the Customer Affiliate operating in such other country and the local Archer Affiliate, if any, that engages in direct sales/licensing activities of Products and Services in the ordinary course of its business for such country, must first execute a local participation agreement that (i) incorporates by reference the terms of this Agreement; and (ii) addresses such issues as are necessary to conform to local country laws and business requirements and practices. Thereafter, an Archer quote, referencing the local participation agreement may be issued by such local Archer Affiliate to the local Customer Affiliate and a purchase order may be placed pursuant to such Archer quote. If there is no such local Archer Affiliate, then Archer shall advise Customer on any available alternative methods of procurement.

3. DELIVERY AND INSTALLATION.

A. Product Delivery. This Section 3.A shall only apply to purchases which are placed by Customer directly with Archer. Delivery of Archer Product shall be completed in the following manner: Software may be provided by (i) delivery of physical media to a carrier at Archer's designated point of shipment; or (ii) electronic download (when so offered by Archer) ("Delivery"). Unless otherwise agreed, a common carrier shall be specified by Archer. Software, Documentation, Evaluation Products and Training Materials are licensed only. No title to, or ownership of, Software, Documentation, Evaluation Products, Training Materials, or other materials provided to Customer in the course of performing Services is transferred to Customer.

Product Installation and Acceptance. Acceptance that a Product operates in substantial conformity to the Product's Documentation occurs upon Delivery or notice of availability for electronic download, as applicable. Notwithstanding such acceptance, Customer retains all rights and remedies set forth in the Section entitled "Product Warranty."

4. LICENSE TERMS.

A. General License Grant. Archer grants to Customer a nonexclusive and nontransferable (except as otherwise permitted herein) license (with no right to sublicense) to use (i) Software solely for Customer's internal business purposes; (ii) Documentation related to Software solely for the purpose of supporting Customer's use of Software. Licenses granted to Customer shall continue for the duration as indicated on the Archer quote and commence on Delivery of the physical media or the date Customer is notified of availability for electronic download, as applicable.

Use of Software may require Customer to complete Archer's then current product registration process, if any, to obtain and input an authorization key or license file.

B. Licensing Models. Software is licensed for use only in accordance with the commercial terms and restrictions of the Software's relevant licensing model, which are stated in the Product Notice and/or Archer quote. For example, the licensing model may provide that Software is licensed for use solely (i) for a certain number of licensing units; (ii) on or in connection with a certain piece of equipment, CPU, network or other hardware environment; and/or (iii) for a specified amount of storage capacity. Archer may require Customer's purchase order, Quote, Schedule, invoice, or user license certificate for some or all of the Products to contain limitations with respect to the number of users, servers, application-specific usage, hosts, asserting and relying parties, functionality options and/or other restrictions. In such a case, such limitations and restrictions are incorporated herein by reference with respect to the

applicable Products.

C. **Licensed Copies.** All Software licenses granted herein are for use of object code only. Customer is permitted to copy Software, in accordance with the license, the quote, and the Product Notice. Unless otherwise agreed to by the parties, or unless such additional rights are granted in the Product Notice, Customer may only use one production copy of the Archer Software. Customer may copy Documentation insofar as reasonably necessary for Customer's authorized internal use of Software. With respect to any and all copies of the Software and Documentation, Customer shall ensure that each copy contains all titles, trademarks, and copyright and restricted rights notices, and that all such copies shall be subject to the terms and conditions of this Agreement.

D. **License Restrictions.** Customer shall not, without Archer's prior written consent (i) sublicense, or use Software in a service bureau, application service provider or similar capacity; or (ii) disclose to any third party the results of any comparative or competitive analyses, benchmark testing or analyses of Archer Products performed by or on behalf of Customer; (iii) make available Software in any form to anyone other than Customer's employees, or contractors that are reasonably acceptable to Archer, and require access to use Software on behalf of Customer in a manner permitted by this Agreement; or (iv) transfer Software to an Affiliate or a third party. If the Software contains or is bundled with third party products, then Customer may use such third party products solely for use with the particular Software that Customer has licensed from Archer as set forth in the applicable Documentation, and/or the Product Notice. Customer shall not use any third-party product embedded in or bundled with the Archer Software as a standalone program or in any way independently from the Software. Customer shall not, and shall not authorize any third party to, modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, decompile or otherwise reduce to human readable form Software without Archer's prior written consent.

E. **Software Releases.** Software Releases shall be subject to the license terms applicable to Software.

F. **No Combination with Open Source Software.** Some third-party license terms require that computer code be generally (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge (collectively, "Excluded License Terms"). If Archer grants Customer the right to incorporate, modify, combine or distribute any of the Archer Software licensed hereunder, then Customer shall not incorporate, modify, combine or distribute the Archer Software with any other computer code in a manner that would subject the Archer Software to Excluded License Terms.

G. **Reservation of Rights.** Archer reserves all rights not expressly granted to Customer in this Agreement. Nothing in this Agreement shall limit in any way Archer's right to develop, use, license, create derivative works of, or otherwise exploit the Software, or to permit third parties to do so.

H. **Audit.** Archer (including its independent auditors) shall have the right to audit Customer's usage of the Products no more than once annually to confirm compliance with the terms of the Agreement and the Schedule or Quote at Archer's expense. Archer shall schedule any audit at least thirty (30) days in advance. Any such audit shall be performed subject to Government security requirements, during regular business hours and shall not unreasonably interfere with Customer's business activities. Should such audit indicate usage of Products in excess of that for which Customer has paid, in addition to any other rights Archer may have for breach of this Agreement and the Schedule or Quote, Customer shall promptly reconcile its account with Archer and pay the Archer invoice, if any, that results from such reconciliation.

I. **Other License Terms.** If a particular Product or component is covered by its own license terms ("Separate License Terms"), typically in the form of a (i) "click-to-accept" agreement included as part of the installation and/or download process, or (ii) "shrink-wrap" agreement included in the packaging for the Product, or (iii) notice indicating that by installation and/or use thereof the related license terms apply, then, in case of conflict with the terms of this Agreement, such Separate License Terms shall (a)

prevail with regard to Products or components for which Archer is not the licensor; and (b) not prevail with regard to a Product or component for which Archer is the licensor.

5. PRODUCTWARRANTY.

A. **Software.** Archer warrants that Software will substantially conform to the applicable Documentation for such Software and that any physical media provided by Archer will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period. Archer does not warrant that the operation of Software shall be uninterrupted or error free, that all defects can be corrected, or that Software meets Customer's requirements, except if expressly warranted by Archer in its quote. Support Services for Software are available for separate purchase and the Support Options are identified at the Product Notice.

B. **Duration.** Unless otherwise stated on the Archer quote, the warranty period from Archer for Products shall be as set forth at the Product Notice. Software warranty commences upon Delivery of the media or the date Customer is notified of electronic availability, as applicable.

C. **Customer Remedies.**

If Customer discovers a non-conformity in the Software during the Warranty Period, then Archer's entire liability and Customer's exclusive remedy shall be as follows: Customer shall submit to Archer a written report describing the non-conformity in sufficient detail to permit Archer to reproduce such non-conformity. If Archer successfully reproduces the reported non-conformity and confirms that it is a non-conformity, then Archer shall use commercially reasonable efforts, at its option, to (1) correct the non-conformity, (2) provide a work around or software patch (a "Fix"), or (3) replace the Archer Software. If Archer determines that none of these alternatives is reasonably available, then, upon Customer's request, Archer shall refund any payments that Customer has made for the affected Archer Software and accept its return. This warranty applies only to the initial delivery of the Archer Software.

D. Exclusions. Warranty does not cover problems that arise from (i) accident or neglect of the Product by Customer or any third party;

(ii) any third party items or services with which the Product is used or other causes beyond Archer's control; (iii) installation, operation or use not in accordance with Archer's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; or (v) modification, alteration or repair by anyone other than Archer or its authorized representatives (collectively, the "Excluded Claims"). Archer has no obligation whatsoever for Software installed or used beyond the licensed use, for or whose original identification marks have been altered or removed.

E. No Further Warranties. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, Archer (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

6. SERVICES.

A. Maintenance Services. Archer shall provide Maintenance Services in accordance with applicable Maintenance Services terms and conditions contained at the following hyperlink: <https://www.archerirm.com/company/standard-form-agreements>.

B. Other Services. Archer will provide other pre-packaged Services including Training Services (other than Maintenance Services which shall be provided pursuant to Section 6.A above), subject to availability, in accordance with Archer's price list in effect at the time such Services are ordered, and in accordance with the relevant Professional Services terms and conditions contained at the following hyperlink: <https://www.archerirm.com/company/standard-form-agreements>.

7. INDEMNITY.

A. Intellectual Property Infringement Indemnification by Archer. Archer will (i) have the right to intervene to defend Customer against any third party claim that a Product (but excluding third-party products, any Products provided for evaluation or without charge, and open source software), as provided by Archer to Customer infringe that party's patent or copyright enforceable in the country where Customer purchased the Product from Archer ("Claim"); and (ii) indemnify Customer by (a) paying the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party claim, or (b) paying the amounts stated in a written settlement negotiated and approved by Archer. In addition, should any Product become, or in Archer's opinion be likely to become, the subject of a Claim, Archer may, at its expense and in its discretion: (1) obtain a right for Customer to continue using the affected Product or Maintenance Service; (2) modify the affected Product to make it non-infringing; (3) replace the affected Product with non-infringing substitutes; (4) provide a reasonable depreciated or pro rata refund for the affected Product; or (5) discontinue the Maintenance Services and refund the portion of any pre-paid Maintenance Service fees that corresponds to the period of Maintenance Services discontinuance. Except as otherwise provided by law, this Section 7.A states Customer's exclusive remedies for any third-party intellectual property claim relating to Products, and nothing in this Agreement or elsewhere will obligate Archer to provide any greater indemnity. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

B. Exclusions from Indemnity. Archer has no obligation under Section 7.A above: (i) if Customer is in material breach of this Agreement; or (ii) for any Claim resulting or arising from:

(a) any combination, operation or use of an Archer-branded Product with any other products, services, items, or technology, including third party products and open source software;

(b) use for a purpose or in a manner for which the was not designed, or use after Archer notifies Customer to cease such use due to a possible or pending Claim;

(c) any modification to the Product made by any person other than Archer or its authorized representatives;

(d) any modification to the Product made by Archer pursuant to instructions, designs, specifications or any other information provided to Archer by or on behalf of Customer;

(e) use of any version of a Product when an upgrade or newer iteration of the Product made available by Archer would have avoided the infringement;

(f) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or

(g) any data or information that Customer or a third party records on or utilizes in connection with the Archer-branded Products (collectively, the "Excluded Claims").

C. Reserved

(i)

(ii) .

D. Reserved.

E. **Indemnification Process.** A party's duty to defend and indemnify under this section is contingent upon the party seeking indemnity:

(i) sending prompt written notice of the matter to the party providing indemnity and taking reasonable steps to mitigate damages; (ii) granting to the party providing indemnity the sole right to control the defense and resolution of the matter; and (iii) cooperating with the party providing indemnity in the defense and resolution of the matter and in mitigating any damages.

8. **LIMITATION OF LIABILITY.** Limitations on Damages. The limitations, exclusions and disclaimers stated below apply to any and all disputes, claims, or controversies (whether in contract, tort, or otherwise) related to or arising out of the CSA or any quote or Order ("Dispute"). The terms of this Section are agreed allocations of risk constituting part of the consideration for Archer's sale of products and services to Customer and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless whether a party has been advised of the possibility of the liabilities.

A. (1). **Limitation on Direct Damages.** Except for Customer's obligations to pay for products and services, Customer's violation of the restrictions on use of products and services or Archer's or its Affiliates' intellectual property rights, or a party's indemnity obligation stated in the Section above titled "Indemnity", each party's total liability arising out of any Dispute or any matter under this CSA, is limited to the amount Customer paid to Archer during the twelve months before the date that the matter or Dispute arose for the product, services, or both that are the subject of the Dispute, but excluding amounts received as reimbursement of expenses or payment of taxes.

A. (2). **No Indirect Damages.** Except for Customer's payment obligations and violation of Archer's or its Affiliates' intellectual property rights, neither Archer nor Customer has liability to the other for special, consequential, exemplary, punitive, incidental, or indirect damages, or for lost profits, loss of revenue, loss or corruption of data, or loss of use, or procurement of substitute products or services. 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.

B. **Regular Back-ups.** Customer is solely responsible for its data. Customer must back up its data before Archer performs any remedial, upgrade, or other work on Customer's production systems. If applicable law prohibits exclusion of liability for lost data, then Archer will only be liable for the cost of the typical effort to recover the lost data from Customer's last available back-up.

C. **Limitation Period.** Except as stated in this Section, all claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within twelve months after the cause of action accrues.

D. **Suppliers and Affiliates.** The foregoing limitations shall also apply in favor of Archer's Suppliers and Affiliates.

9. **TRADE COMPLIANCE.** Customer's purchase of licenses for Software and access to related technology ("Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except with prior written authorization by Archer or its Affiliates and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions. Customer understands and will comply with all applicable provisions of the U.S. Arms Export Control Act (AECA) and the U.S. International Traffic in Arms Regulations (ITAR) in Customer's receipt, use, transfer, modification, or disposal of Software. Customer acknowledges that any use, modification, or integration of the Software in or with defense articles or in the provision of defense services is not authorized by Archer, and that Archer will not provide warranty, repair, customer support, or other services in connection with such end uses. Customer certifies that any software, disk images, or other data provided to Archer in connection with the purchase of the Software will not contain technical data, software, or technology controlled by the ITAR or AECA, and that if Customer later

returns the Software to Archer or grants Archer access to the Software, Customer will not include or otherwise make available to Archer any such technical data, software, or technology. Customer agrees to indemnify and hold Archer harmless for any liability, loss, damage, cost, expense, or penalty arising from Customer's non-compliance with the AECA, ITAR, or the provisions of this Section.

10. CONFIDENTIALITY. "Confidential Information" means any information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement or any purchase order hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which Archer may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, Archer proprietary rights, which shall not be disclosed by the receiving party at any time, and (3) Products, Software Releases, Evaluation Products, Training Materials and Documentation, which shall remain Confidential Information until one of the exceptions stated above applies. Customer may not disclose the results of any performance tests of the Software to any third party without Archer's prior written approval. Notwithstanding the foregoing, the receiving party may disclose Confidential Information

(A) to its Affiliate for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice). Each party acknowledges that any breach of the provisions of this Section 10 would result in serious and irreparable injury to the non-breaching party for which the non-breaching party cannot be adequately compensated. Each party agrees, therefore, that, in addition to any other remedy that the non-breaching party may have, the non-breaching party is entitled to seek both temporary and permanent injunctive relief without the necessity of proving actual damages.

The parties do not intend to disclose to one another hereunder information that would be covered by the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act of 1996 or similar privacy legislation within or outside of the United States. Accordingly, neither party shall disclose to the other hereunder any of the following information regarding either party's employees, customers, suppliers or other business partners: protected health information (as defined at 45 CFR 164.501), social security numbers, driver's license numbers, credit card numbers or similar government identity numbers or personal financial account numbers. Archer recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

11. TERM AND TERMINATION. This Agreement takes effect on the Effective Date and continues until terminated. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Archer shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment of outstanding fees, confidentiality and liability, shall so survive.

Upon any termination of this Agreement or Customer's license to use the Software, upon Archer's request, Customer shall promptly return to Archer, or destroy and certify in writing to Archer, that it has destroyed the original and all copies, in whole or in part, in any form, of the Software, Documentation, and any other Confidential Information disclosed by Archer under this Agreement. The termination of this Agreement shall not (i) discharge any payment obligations accrued as of the effective date of such termination, or (ii) entitle Customer to a refund of any amounts previously paid to Archer.

12. MISCELLANEOUS.

A. References. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this Agreement, without the prior written approval of the other, which approval shall not be unreasonably withheld; provided, however, that Archer may identify Customer for reference purposes and use Customer's logo in its marketing material unless and until Customer expressly objects in writing.

B. Notices. Any notices hereunder shall be in writing and shall be deemed given when delivered (i) in person, (ii) by overnight courier, upon written confirmation of receipt, (iii) by certified or registered mail, with proof of delivery, (iv) by facsimile transmission with confirmation of receipt, or (v) by email, with confirmation of receipt. Notices shall be sent to the address, facsimile number or email address set forth above, or at such other address, facsimile number or email address as provided to the other party in writing.

C. Entire Agreement. This Agreement and if Customer is purchasing directly from Archer, each quote, schedule and purchase order

(i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided

by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent or conflict with this Agreement and/or Archer quote or schedule, shall be null and void and of no legal force or effect, even if Archer does not expressly

object to such terms when accepting a purchase order or similar document provided by Customer. In case of any conflict between a schedule or quote and this Agreement, the schedule or quote shall control.

D. Force Majeure. In accordance with GSAR Clause 552.212-4(f), Except for payment of fees, if a party's performance of its obligations is prevented or interfered with due to any force majeure event, including strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party ("Non-Performance Cause"), such Party shall (i) promptly notify the other; (ii) be excused from the performance of the affected obligations on a day-for-day basis, during the Force Majeure Event; (iii) use reasonable efforts to avoid or remove the Non-Performance Cause; and (iv) move to resume performance as soon as possible after the Non-Performance Cause is removed or ceases.

E. Assignment. Customer shall not assign this Agreement or a purchase order or any right herein or delegate any performance without Archer's prior written consent, which consent shall not be unreasonably withheld. Archer may use Archer Affiliates or other sufficiently qualified subcontractors to provide Services to Customer, provided that Archer shall remain responsible to Customer for the performance thereof.

F. Governing Law. This Agreement is governed by: (i) the Federal laws of the United States. In each case, the applicability of laws shall exclude any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, Customer consents to the sole and exclusive personal jurisdiction of the courts of competency in the location where Archer is domiciled.

G. Waiver. No waiver shall be deemed a waiver of any prior or subsequent default hereunder.

H. Independent Contractors. The parties shall act as independent contractors for all purposes under this Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party shall have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

I. Partial Invalidity. If any part of this Agreement, a purchase order, or an Archer quote is held unenforceable, the validity of the remaining provisions shall not be affected.

13. COUNTRY SPECIFIC TERMS.

A. United Kingdom. The terms in this subsection A apply only when Archer means the Archer sales subsidiary for United Kingdom (currently Archer Technologies Ireland Limited):

1. Section 5E (No Further Warranties). The entire section is deleted and replaced with:

E. No Further Warranties. Except as expressly stated in the applicable warranty set forth in this Agreement, Archer (including its suppliers) provides Software "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES AND CONDITIONS (SAVE FOR THE WARRANTIES AND CONDITIONS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979) ARE SPECIFICALLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

2. Section 8 (LIMITATION OF LIABILITY). This Section is deleted in its entirety and replaced with:

8. LIMITATION OF LIABILITY AND PRESERVATION OF DATA.

A. The entire aggregate liability of Archer (including its suppliers) under or in connection with the supply of the Hardware or Software, whether in tort (including negligence), for breach of contract, misrepresentation or otherwise, is limited in respect of each event or a series of events: (i) to the amounts actually paid by Customer for the Software or Hardware which give rise to such liability during the twelve (12) month period immediately preceding the date of the cause of action giving rise to such claim; or (ii) Great British Pounds Sterling one million (£1,000,000), whichever is the greater amount. In no event shall Archer (including its suppliers) or Customer be liable to the other or any other person or entity for loss of profits, loss of revenue, loss of use or any indirect, special, incidental, consequential or exemplary damages arising out of or in connection with this Agreement, the license of the Software, and the use, performance, receipt or disposition of such Software or Hardware, even if such party has been advised of the possibility of such damages or losses. Nothing in this Agreement shall operate to exclude or restrict Archer's liability for: (a) death or personal injury resulting from negligence; (b) breach of obligations arising from section 12 of the Sale of Goods Act 1979; or (c) fraud.

B. CUSTOMER OBLIGATIONS IN RESPECT OF PRESERVATION OF DATA. During the Term of the Agreement, the Customer shall:

1) from a point in time prior to the point of failure, (i) make full and/or incremental backups of data which allow recovery in an application consistent form, and (ii) store such back-ups at an off-site location sufficiently distant to avoid being impacted by the event(s) (e.g. including but not limited to flood, fire, power loss, denial of access or air crash) and affect the availability of data at the impacted site;

2) have adequate processes and procedures in place to restore data back to a point in time and prior to point of failure, and in the event of real or perceived data loss, provide the skills/backup and outage windows to restore the data in question;

3) use anti-virus software, regularly install updates across all data which is accessible across the network, and protect all storage arrays against power surges and unplanned power outages with Uninterruptible Power Supplies; and

4) ensure that all operating system, firmware, system utility (e.g., but not limited to, volume management, cluster management and backup) and patch levels are kept to Archer recommended versions and that any proposed changes thereto shall be communicated to Archer in a timely fashion.

3. Section 12 (MISCELLANEOUS). Add the following as new subsection J:

J. Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement as a warranty. The only remedy available to Customer for a breach of the warranties shall be for breach of contract under the terms of this Agreement. Nothing in Section 8 shall however operate to limit or exclude any liability for fraud. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person that is not a party to this Agreement. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected.

B. Ireland. The terms in this subsection B apply only when Archer means the Archer sales subsidiary located in Ireland (currently Archer Technologies Ireland Limited):

1. Section 5E (No Further Warranties). The entire section is deleted and replaced with:

E. No Further Warranties. Except as expressly stated in the applicable warranty set forth in this Agreement and the applicable exhibits, Archer (including its suppliers) and makes no warranties, and ALL WARRANTIES, TERMS AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED BY LAW, CUSTOMER OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES, TERMS AND CONDITIONS, OF FITNESS FOR PURPOSE, DESCRIPTION, AND QUALITY ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

2. Section 8 (LIMITATION OF LIABILITY). This section is deleted in its entirety and replaced with the following:

8. LIMITATION OF LIABILITY.

A. Archer does not exclude or limit its liability to the Customer for death or personal injury, or, breach of obligations implied by Section 12 of the Sale of Goods Act, 1893, as amended by the Sale of Goods and Supply of Services Act, 1980, or, due to the fraud or fraudulent misrepresentation of Archer, its employees or agents.

B. Subject always to subsection 8.A, the liability of Archer (including its suppliers) to the Customer under or in connection with an order, whether arising from negligent error or omission, breach of contract, or otherwise (“Defaults”) shall be: (i) the aggregate liability of Archer for all Defaults resulting in direct loss of or damage to the tangible property of the Customer shall be limited to damages which shall not exceed the greater of two hundred per cent (200%) of the applicable price paid and/or payable for the Software or Hardware, or one million euros (€1,000,000); or (ii) the aggregate liability of Archer for all Defaults, other than those governed by subsection 8.B(i) shall be limited to damages which shall not exceed the greater of one hundred and fifty percent (150%) of the applicable price paid and/or payable or five hundred thousand euro (€500,000).

C. In no event shall Archer (including its suppliers) be liable to Customer for (i) loss of profits, loss of business, loss of revenue, loss of use, wasted management time, cost of substitute services or facilities, loss of goodwill or anticipated savings, loss of or loss of use of any software or data; and/or (ii) indirect, consequential or special loss or damage; and/or (iii) damages, costs and/or expenses due to third party claims; and/or (iv) loss or damage due to the Customer’s failure to comply with obligations under this Agreement, failure to do back-ups of data or any other matter under the control of the Customer. For the purposes of this Section 8, the term “loss” shall include a partial loss, as well as a complete or total loss.

D. The parties expressly agree that should any limitation or provision contained in this Section 8 be held to be invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted, but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out in this Section 8.

E. The parties expressly agree that any order for specific performance made in connection with this Agreement in respect of Archer shall be subject to the financial limitations set out in sub-section 8.B.

F. CUSTOMER OBLIGATIONS IN RESPECT OF PRESERVATION OF DATA. During the Term of the Agreement the Customer shall:

1) from a point in time prior to the point of failure, (i) make full and/or incremental backups of data which allow recovery in an application consistent form, and (ii) store such back-ups at an off-site location sufficiently distant to avoid being impacted by the event(s) (e.g. including but not limited to flood, fire, power loss, denial of access or air crash) and affect the availability of data at the impacted site;

2) have adequate processes and procedures in place to restore data back to a point in time and prior to point of failure, and in the event of real or perceived data loss, provide the skills/backup and outage windows to restore the data in question;

3) use anti-virus software and regularly install updates across all data which is accessible across the network; and

4) ensure that all operating system, firmware, system utility (e.g., but not limited to, volume management, cluster management and backup) and patch levels are kept to Archer recommended versions and that any proposed changes thereto shall be communicated to Archer in a timely fashion.

3. Section 8.C (Limitation Period). This Section is deleted in its entirety and replaced with the following as a totally separate

section:

(D)WAIVER OF RIGHT TO BRING ACTIONS: The Customer waives the right to bring any claim arising out of or in connection with this Agreement more than twenty-four (24) months after the date of the cause of action giving rise to such claim.

C. European Union. The terms in this subsection C apply only when Archer means an Archer sales subsidiary located in the European Union:

1. Section 4.A (General License Grant). The following is added at the end of this section:

Customer shall not, and Customer shall not permit any third party to, modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, reverse compile or otherwise reduce to human readable form the Software without Archer's prior written consent, except to the extent that local, mandatory law grants Customer the right to decompile such Software in order to obtain information necessary to render such interoperable with other software. In such event, Customer shall first inform Archer of its intention and request Archer to provide Customer with the necessary information. Archer may impose reasonable conditions on the provision of the requested information, including the payment of a reasonable fee.

D. Australia. The terms in this subsection D apply only when Archer means the Archer sales subsidiary for Australia (currently Archer Technologies Ireland Limited.):

1. Section 8 (LIMITATION OF LIABILITY). This section is amended by the insertion of the new section 8.A(3), as follows: 8.A.(3). Fair Trading Legislation. Trade Practices Legislation: Archer's liability under any statutory right or any condition or warranty, including any implied by any State Fair Trading Act or the Competition and Consumer Act 2010 is, to the maximum extent permitted by law, excluded. To the extent that such liability cannot be excluded, Archer's liability is limited at the option of Archer to any one or more of the following: (i) the replacement thereof or the supply of its equivalent; (ii) the repair thereof; (iii) the payment of the cost of replacement thereof or of acquiring its equivalent; or (iv) the payment of the cost of having such repaired.

E. New Zealand - The terms in this subsection E apply only when Archer means the Archer sales subsidiary transacting for New Zealand (currently Archer Technologies Ireland Limited):

1. Section 8 (LIMITATION OF LIABILITY). This section is amended by the insertion of the new section 8.A(3), as follows: 8.A.(3). Fair Trading Legislation. Archer's liability under any statutory right or any condition or warranty, including any implied by the Fair Trading Act 1986 or Consumer Guarantees Act 1993 ("FTA") or any similar law is, to the maximum extent permitted by law, excluded. To the extent that such liability cannot be excluded, Archer's liability is limited at the option of Archer to any one or more of the following: (i) the replacement thereof or the supply of its equivalent; (ii) the repair thereof; (iii) the payment of the cost of replacement thereof or of acquiring its equivalent; or (iv) the payment of the cost of having such repaired.

F. France - The terms in this subsection F apply only when Archer means a sales subsidiary for France (currently Archer Technologies Ireland Limited):

1. Section 2B (Payment): The following is added at the end of this section: A forty (40) euro penalty will also be charged in accordance with article L441-3 of the French Commercial Code.

2. Section 8 (Limitation of Liability). This section is deleted in its entirety and replaced with the following:

8. LIMITATION OF LIABILITY. Limitations on Damages. The limitations, exclusions and disclaimers stated below apply to any and all disputes, claims, or controversies (whether in contract, tort, or otherwise) related to or arising out of the CSA or any quote or Order ("Dispute"). The terms of this Section are agreed allocations of risk constituting part of the consideration for Archer's sale of products and services to Customer and will apply regardless of whether a party has been advised of the possibility of the liabilities.

A. (1). Limitation on Direct Damages. Except for Customer's obligations to pay for products and services, Customer's violation of the restrictions on use of products and services or Archer's or its Affiliates' intellectual property rights, or a party's indemnity obligation stated in the Section above titled "Indemnity", and any other liability that cannot be excluded or limited by the applicable law, each party's total liability arising out of any Dispute or any matter under this CSA, is limited to the amount Customer paid to Archer during the twelve months before the date that the matter or Dispute arose for the product, services, or both that are the subject of the Dispute, but excluding amounts received as reimbursement of expenses or payment of taxes.

A. (2). No Indirect Damages. Except for Customer's payment obligations and violation of Archer's or its Affiliates' intellectual property rights, neither Archer nor Customer has liability to the other for special, consequential, exemplary, punitive, incidental, or indirect damages, or for lost profits, loss of revenue, loss or corruption of data, or loss of use, or procurement of substitute products or services.

B. Regular Back-ups. Customer is solely responsible for its data. Customer must back up its data before Archer performs any remedial, upgrade, or other work on Customer's production systems. If applicable law prohibits exclusion of liability for lost data, then Archer will only be liable for the cost of the typical effort to recover the lost data from Customer's last available back-up.

C. Limitation Period. Except as stated in this Section, all claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within twelve months after the cause of action accrues.

D. Suppliers and Affiliates. The foregoing limitations shall also apply in favor of Archer's Suppliers and Affiliates.

G. Germany – The terms in this subsection G apply only when Archer means the Archer sales subsidiary for Germany (currently Archer Technologies Ireland Limited):

1. Preamble: The waiver of rights to any claim concerning enforceability shall not apply.

2. Section 4.C (Licensed Copies): the following sentence shall be added at the end of this section: The Customer has the right

to make a backup copy of the Software.

3.1 Section 5.B (Duration): Except for cases of gross negligence and willful misconduct, in which statutory provisions apply, and unless a different warranty period has been agreed in a particular case, claims for defects in Products shall become time-barred upon expiration of the warranty period set forth in the Product Notice. To the extent the foregoing does not lead to a different period, warranty period shall be one (1) year. Product warranty commences upon Delivery. Product upgrades are warranted in the same manner as the Product in which the upgrades are installed from Delivery of the upgrade until the end of the warranty period for the Product into which the upgrades are installed.

3.2 Section 5.C (Customer Remedies) shall be replaced in its entirety with:

(i) Software Warranty, Duration and Remedy.

Archer warrants to Customer that the Software will, substantially conform to the applicable Documentation, provided that the Software: (a) has been properly installed and used at all times in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than Archer or its authorized representative.

Except for cases of gross negligence and willful misconduct, in which statutory provisions apply, and unless a different warranty period has been agreed in a particular case, claims for defects in Products shall become time-barred upon expiration of the warranty period set forth in the Product Notice. To the extent the foregoing does not lead to a different period, warranty period shall be one (1) year. Software warranty commences upon Delivery or notice of availability for electronic download.

In case of a defect notified to Archer, Archer shall, at its option, either remedy the defect or replace the affected Product. If Archer is unable to effect such within a reasonable time and Customer has notified Archer in writing of the breach with the request to remedy the defect within a reasonable time period to no avail (whereby Customer shall grant to Archer a reasonable number of attempts (but no less than three) to cure the defect), then Customer has the right to reduce the remuneration or to rescind the purchase order for the Product concerned. Customer is entitled to the foregoing rights also without setting a grace period if Archer has seriously and definitely refused to cure a defect.

If Customer rescinds the purchase order, Archer shall refund the amount paid by Customer for the Product concerned as depreciated on a straight line basis over a five (5) year period, upon return of such Product to Archer.

(ii) Lease Contracts. The provisions on statutory warranty for lease contracts (sec. 536 et seq German Civil Code (BGB)) shall not apply.

5. Section 5.E No Further Warranties: shall be deleted.

6. Section 8 (Limitation of liability): shall be replaced in its entirety with:

8. LIMITATION OF LIABILITY. For all claims of Customer for damages under or in connection with this CSA or any quote or order, whatever the legal basis (including liability for defects, other breaches of contract and tort) may be, the following shall apply:

A. Unrestricted liability. In case of death or personal injury, in case of EMC's gross negligence or willful misconduct, and in case of claims under the German Product Liability Act (Produkthaftungsgesetz), Archer shall be liable to Customer according to statutory law.

B. Restricted Liability. In all other cases, the following shall apply:

(i) Archer's liability shall be limited to typical, foreseeable damages.

(ii) Unless a differing liability cap is expressly agreed otherwise, the typical foreseeable damages shall, for each damaging event, not exceed the total price paid by Customer to Archer for the Products and Services (calculated on an annual basis in case of ongoing Services to be provided for a period of more than one year) in relation to which such claim arises, but in any event not less than 100.000,00 EUR and not more than 1.000.000,00 EUR.

(iii) Archer shall be liable to Customer only if Archer has breached a material contractual obligation (i.e. an obligation the performance of which is essential to allow the implementation of the agreement, and the compliance with which Customer usually may rely on).

(iv) Archer shall not be liable for any consequential or indirect damages to the extent such damages are untypical or unforeseeable.

C. Guarantees. Archer does not give a guarantee in relation to Products or Services (Beschaffenheitsgarantie) that would entail an unlimited liability of Archer or a liability regardless of negligence or fault pursuant to the German Civil Code, except if an unlimited liability and/or liability regardless of negligence or fault has been expressly agreed in writing. The mere use of terms like "to guarantee", "to ensure" or similar wording shall not be considered sufficient to establish such liability, but a binding contractual commitment of Archer that is subject to the agreed limitation of liability.

D. Regular Back-ups. As part of its obligation to mitigate damages, Customer shall take reasonable data back-up measures. In particular, Customer shall provide for a daily back-up process and back-up the relevant data before Archer performs any remedial, upgrade or other works on Customer's production systems. To the extent Archer's liability for loss of data is not anyway excluded under this Master Agreement, Archer shall in case of data losses only be liable for the typical effort to recover the data which would have accrued if Customer had appropriately backed up its data.

E. Limitation Period. Except for claims relating to cases of unrestricted liability set forth in section A above ("Restricted Liability") the following applies: All claims for damages based on defects of Products or Services shall be time-barred 12 months after delivery, except if the parties have agreed on a shorter warranty period. The limitation period for all other claims for damages shall be eighteen (18) months after the cause of action accrues, unless statutory law provides for a shorter limitation period.

F. Suppliers. The foregoing limitations shall also apply in favor of Archer's employees and Suppliers.

7. Section 12.F Governing Law: the following sentence shall be added: To the extent permitted by law, the courts of the city of

Frankfurt am Main shall be exclusively competent to rule on disputes arising out of or in connection with this CSA.

14. **CUSTOMER OBLIGATIONS**

- A. Customer may not engage any third parties to conduct security audits of Archer Products without the prior written consent of Archer.
- B. Customer agrees to comply with the Archer Security Vulnerability Reporting Policy.



MAINTENANCE AGREEMENT FOR Archer
PRODUCTS

IMPORTANT

THIS MAINTENANCE AGREEMENT ("**AGREEMENT**") IS EFFECTIVE AS OF THE DATE OF THE CUSTOMER'S SIGNED ACCEPTANCE OF THE APPLICABLE ORDERING DOCUMENT MAKING REFERENCE TO THESE TERMS.

ANY AND ALL REFERENCES TO "**CUSTOMER**" SHALL BE DEEMED TO MEAN THE CUSTOMER SET FORTH IN AN APPLICABLE ORDERING DOCUMENT.

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU (MEANING THE ENTITY THAT THE INDIVIDUAL REPRESENTS THAT HAS OBTAINED THE SOFTWARE AND HARDWARE FOR ITS INTERNAL PRODUCTIVE USE AND NOT FOR OUTRIGHT RESALE) (THE "CUSTOMER") AND ARCHER (WHICH MEANS (I) IF CUSTOMER IS LOCATED IN THE UNITED STATES, MEXICO OR SOUTH AMERICA, THEN THIS IS A LEGAL AGREEMENT BETWEEN THE CUSTOMER AND ARCHER WITH "ARCHER" MEANING ARCHER TECHNOLOGIES LLC. IF CUSTOMER IS LOCATED OUTSIDE OF THE UNITED STATES, MEXICO OR SOUTH AMERICA, THEN THIS IS A LEGAL AGREEMENT BETWEEN THE CUSTOMER AND ARCHER, WITH "ARCHER" MEANING (II) ARCHER TECHNOLOGIES IRELAND LIMITED, OR (III) OTHER AUTHORIZED ARCHER ENTITY AS IDENTIFIED ON THE ARCHER QUOTE OR OTHER ARCHER ORDERING DOCUMENT.

THIS AGREEMENT SETS FORTH THE GENERAL TERMS AND CONDITIONS UNDER WHICH ARCHER WILL PROVIDE AND CUSTOMER WILL RECEIVE MAINTENANCE SERVICES DESCRIBED HEREIN.

GENERAL TERMS AND CONDITIONS

- I. **DEFINITIONS.** The Parties agree that unless otherwise defined herein, the existing definitions set forth in any applicable license agreement between Archer and Customer shall apply to this Agreement to the extent such terms are used herein.
- A. "**Customer Contacts**" means identified Customer personnel who are familiar with Customer's software environment and will coordinate all technical support calls to Archer.
- B. "**Documentation**" means the then-current, generally available, written user manuals and online help and guides for any Software provided by Archer.
- C. "**Error**" shall mean any reported malfunction, error or other defect in the Product that can be reproduced by Archer and constitutes a non-conformity from the Product Documentation. Each Error will be assigned a severity level as further detailed in Section 3(A) below.
- D. "**Product**" means Software. Products do not include Evaluation Products.
- E. "**Production System**" shall mean a computer system, including any Hardware where applicable, upon which the Software is installed and resident and which is used by Customer for purposes other than development, quality, assurance, disaster recovery or testing.
- F. "**Relief**" shall mean an intervention by Archer that restores Product operations impacted by an Error. Examples may include without limitation: (i) a solution or workaround has been provided to resolve the Product issue; (ii) Customer's Production System is operational and Customer is able to perform business critical operations that relate to the Product; and/or (iii) the identified Error does not originate from the Product.
- G. "**Service Request**" shall mean a ticket that has been opened, documented, and is being managed by Archer in response to a Customer's report of an Error.
- H. "**Software**" shall mean the software licensed by Customer under this Agreement, consisting of a series of instructions or statements in machine-readable, object code form only, including without limitation firmware incorporated in any

Hardware.

- I. **“Software Release”** means any subsequent version of Software that Archer makes generally available to its customers who are current on their Maintenance Services fees but does not mean new Software.

2 MAINTENANCE SERVICES

- A. **Basic and Enhanced Support Coverage.** Customers may purchase the following Maintenance Services:

- (i) **“Basic Support Coverage”** shall include the following Maintenance Services: (a) Telephone Support during the hours of 8:00 AM through 5:00 PM, local Customer time, Monday through Friday (except for any Archer-designated company holidays); and (b) Web Support.
- (ii) **“Enhanced Support Coverage”** shall include the following Maintenance Services: (a) Telephone Support on a 24 x 7 x 365 basis, with rapid resolution by global network of support centers; and (b) Web Support.
- (iii) Hours of support for Basic Support Coverage and Enhanced Support Coverage are subject to change by Archer upon prior written notice.

B. Maintenance Services.

- (i) Except as otherwise provided in Section C below (Personalized Support Options), all Maintenance Services are provided remotely from Archer’s premises as follows:
- (a) Web Support. Archer shall provide Customer with access, through a separate registration process, to (i) for Customers who have licensed Archer Archer Software and any other Archer product where such resources are available, such as Archer product’s community offering Blogs, Discussion Forums, and download of patches and bug fixes, and (ii) for all other Customers, Archer’s online technical support knowledge database, offering Customer the ability on a 24 x 7 basis (24 hours a day, seven days a week) to raise issues, monitor Services Requests, and download patches and bug fixes. Archer’s on-line Web Support resource is currently hosted at the following web address: <https://www.archerirm.community/>.
- (b) Telephone Support. Archer shall provide telephone support to Customer. Archer’s Telephone Support numbers are currently located at the following address: <https://www.archerirm.community/>.
- (ii) In the performance of the Maintenance Services, Archer will:
- (a) Use good-faith, commercially reasonable efforts to aid in the diagnosis of, and correct, Errors in the Software and,
- (b) Provide advice on how to use the Products by way of telephone, e-mail, and web-based technical assistance.

- C. **Software Operating System Upgrades.** Customers who are current on payment of Maintenance Servicefees, shall also receive the following software and hardware upgrades:

- (i) **Software Upgrades.** All Software Releases (including all Error corrections made available pursuant to this Agreement) that Archer in its sole discretion: (a) deems to be logical improvements to the Software; (b) make generally available to alllicensees of the Software; and (c) does not separately price or market.

- D. **Personalized Support Options.** Customers who pay for Enhanced Support Coverage, and who are current on payment of Maintenance Services fees, may purchase the Personalized Support Options described herein at an additional fee and as ordered in a Quote, Schedule, or Customer Purchase Order, and such personalized support options may be subject to additional terms located in a Service Brief, SOW or similar document.

In addition to the TAM and DSE support services specified below, all Personalized Support Options will include the following services:

- (1) Review, reporting, and management of Service Requests;
- (2) Monitoring and notification to client of Service Request trends;
- (3) Technical escalation management;
- (4) Bi-annual on-site account reviews;
- (5) Conference calls, scheduled as necessary, to discuss support-related matters; and
- (6) If the TAM or DSE is unavailable, Customer may access Archer’s 24x7x365 Telephone Support

(i) **Technical Account Manager (TAM) Support Services.**

- (a) Technical Account Manager. Archer shall provide a Technical Account Manager (“TAM”) who shall act as the Customer’s designated point of contact within Archer for technical account management and escalation of Service Requests. The TAM shall be responsible for overseeing the Maintenance Services delivered and will work closely with Customer to ensure that appropriate resources are engaged to resolve Service Requests in a timely manner.
- (b) Limitations.
 - (1) TAM support services shall be provided in English language only
 - (2) Each TAM will be assigned to one Product and one geographical region only, to be selected by Customer (i.e. North America, Europe Middle East Africa, and Asia Pacific Japan). Customer must purchase additional TAM support for additional Products and/or geographical regions.

(ii) **Designated Support Engineer (DSE) Support Services.**

- (a) Designated Support Engineer. Archer shall provide a senior Designated Support Engineer (“DSE”) who will act as Customer’s single and direct point of contact on all technical issues associated with an assigned Product. The DSE will become familiar with Customer’s technical environment, staff and unique support issues and will work directly with the Customer Contacts to resolve issues, manage technical escalations, and deliver business reviews. The DSE shall be reasonably available by telephone during Standard Support Hours
- (b) Limitations
 - (1) DSE Support Services shall be provided in English language only.
 - (2) Each DSE will be assigned to one Product and one regional time zone only, to be selected by Customer (i.e. North America (EST or PST), Europe Middle East Africa, and Asia Pacific Japan). Customer must purchase additional DSE support for additional Products and/or regional time zones.
 - (3) Customer shall be required to identify a maximum of four (4) Customer Contacts, who are familiar with Customer’s software environment, to coordinate all technical support calls and/or interaction with the identified DSE as set forth above.

3 **SOFTWARE ERROR SEVERITY CLASSIFICATIONS AND SERVICE REQUEST RESOLUTION PROCESS.**

A. **Software Error Severity Classifications.** All Software Errors shall be classified by Archer as follows:

Error Severity	Definition	Examples
1 (“S1”)	Critical: Severe problem preventing Customer or workgroup from performing critical business functions	<ul style="list-style-type: none"> ▪ Production System data corruption (data loss, data unavailable) ▪ Production system crash or hang ▪ Production Systems significantly impacted, such as severe performance degradation ▪ Production System and/or data is at high risk of potential loss or interruption ▪ Production System workaround is required immediately ▪ Time critical Production cutover impacted

2 (“S2”)	High: Customer or workgroup able to perform job function, but performance of job function degraded or severely limited	<ul style="list-style-type: none"> ▪ Production System adversely impacted ▪ Non-Production System data corruption (data loss, data unavailable) ▪ Non-Production System crash or hang ▪ Non-Production System and/or data is at high risk of potential loss or interruption ▪ Non-Production System workaround is required immediately ▪ Development system(s) is inoperative
3 (“S3”)	Medium: Customer or workgroup performance of job function is largely unaffected	<ul style="list-style-type: none"> ▪ Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use.
4 (“S4”)	Request: Minimal system impact; includes feature requests and other non-critical questions	<ul style="list-style-type: none"> ▪ No Customer business impact ▪ Requests for enhancements by Customer

B. **Software Support Service Level Objectives (SLOs).** Archer will use reasonable commercial efforts to provide customers with technical advice and assistance in connection with their use of the Software according to severity level. The table below sets forth Archer’s targets for support responses to Software Errors based on Severity Level:

SUPPORT LEVEL	SEVERITY LEVEL	INITIAL TARGET RESPONSE	TARGET WORK EFFORT	TARGET COMMUNICATION FREQUENCY
BASIC (9 x 5)	S1	2 hours (9x5)	Continuous during business hours (9x5) until Relief identified	Once per day (business day only)
	S2	4 hours (9x5)	Daily, during Customer business hours only	Once every 2-3 days (business day only)
	S3	8 hours (9x5)	Weekly during business hours	Once a week
	S4	12 hours (9x5)	Every other week during business hours	Once a month
ENHANCED (24 x 7)	S1	1 hour (24 x 7)	Continuous 24x7 until Relief identified	Every 3-4 hours, 7 days/week
	S2	3 hours (24 x 7)	Daily, during Customer business hours*	Once per day, business hours*
	S3	4 hours (9x5)	Weekly during business hours	Once a week
	S4	10 hours (9x5)	Every other week during business hours	Twice a month

* Available weekends and evenings per Customer request

C. **Software Service Request Resolution Process**

- (i) Process. Archer handles all Customer support Service Requests on a **first-in-first-out** basis. Archer shall prioritize all Errors according to their impact to Customer using the severity definitions described in Section 3(A) above. Archer may upgrade or downgrade the severity of an Error depending on developments during the resolution process. For example, if available, a temporary resolution may be provided to mitigate the material impact of a given Error resulting in the reduction of the severity of a Service Request.
- (ii) Escalation. If Customer and Archer are unable to mutually agree upon a resolution plan for S1 and S2 Errors, then the parties shall escalate the Service Request in accordance with Archer’s escalation process. Once the escalation process has been initiated, Archer shall provide Customer with Service Request progress updates via phone or email on a mutually agreed upon schedule. Such progress updates shall include information about the Error description, daily progress, root cause (if known) and overall plan to resolve the Error.

4 **CUSTOMER OBLIGATIONS.**

- A. **Documenting Errors.** Customer shall use good-faith, reasonable efforts to isolate and document Errors to enable Archer to fulfill its obligations herein. Once a Service Request has been initiated, Customer will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Software, description of Error, any error messages, and any requested support files.

5 **ADDITIONAL EXCLUSIONS.**

- A. **Use.** Maintenance Services specifically **excludes** support for any Errors caused by (i) operator error or use of the Software in a manner not in accordance with the Product Documentation; (ii) use of the Software with software and/or hardware other than that for which the Software was originally licensed; (iii) Errors caused by any fault in the Customer’s environment, hardware, or in any software used in conjunction with the Software but not provided by or approved by Archer; (iv) any integration, modification, or repair of the Software made by any person other than Archer; (v) installation of any appliance, firmware, or operating system on the Hardware other than that provided by Archer; (vi) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Product specifications, or failure of air conditioning or humidity control; and (vii) accident, misuse, or neglect or causes not attributable to normal wear and tear. In addition, support excludes any Errors for which a correction is available in a subsequent Software Release than that currently operated by Customer and which has been made available to Customer by Archer.
- B. **Supported Versions.** Maintenance Services also specifically **excludes** support for any version of the Software released by Archer which has reached its “end of primary support” (EOPS) date, as determined by Archer. Each Software Release will reach its EOPS date after a period of not less than twenty four (24) months following the date of that Software Release’s “General Availability” (or “GA” release date, as this term is generally understood in the software industry), unless another EOPS date is set forth at <https://www.archerirm.community/t5/product-life-cycle/product-version-life-cycle-for-the-archer-suite/ta-p/573322/>. This time period may be extended by Archer at its sole discretion. In order to continue to receive ongoing Maintenance Services hereunder for any Software Release which is beyond its EOPS date, Customers must upgrade to a currently supported Software Release. For certain Software Products, Customers may enter into an Extended Support agreement for a period of one or two years to obtain Maintenance Services for Software which has already reached its EOPS date. For additional information on Software EOPS dates and the availability of Extended Support agreements for such Software, please go to <https://www.archerirm.community/t5/product-life-cycle/product-version-life-cycle-for-the-archer-suite/ta-p/573322/>.

- 6 **REINSTATEMENT OF LAPSED SUPPORT.** If the Maintenance Services expire or are terminated, and Customer subsequently seeks to reinstate Maintenance Services, Customer shall pay: (a) the cumulative Maintenance Services fees applicable for the period during which support lapsed; (b) the annual support fees for the current period; and (c) the then-current reinstatement fee, as quoted by an authorized Archer representative, distributor, or reseller.

7 **PAYMENT**

- A. **Payment.** Customer shall pay the fees set out in an exhibit attached hereto or a Quote including Personalized Support Options annually. Customer shall pay the applicable support fee for such support net 30 days from the receipt date of invoice, unless otherwise agreed to by the parties in writing.
- B. **Renewal Fees.** Each time Customer renews annual Maintenance Services as set forth in Section 9(A) below, Customer shall pay Archer’s then-applicable support fees, as quoted by an authorized Archer representative, distributor, or reseller, for the upcoming year, net 30 days from the date of invoice.

- C. **Overdue Payments and Taxes. RESERVED.**

8 **TERM AND TERMINATION.**

- A. **Term and Renewal.** Unless otherwise terminated in accordance with this Section 9, Maintenance Services shall be provided for an initial term of one year from the date of shipment of the Product or when the Software is first made available electronically (the “Initial Term”). Customer may thereafter renew Maintenance Services on an annual basis by executing a written order and paying Archer the applicable support fees.
- B. **Termination for Breach.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Archer shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

- C. **Termination of License Agreement.** Maintenance Services for Archer Software shall automatically terminate upon the termination of Customer’s right to use the Archer Software pursuant to the applicable license agreement. In the event that the applicable license agreement terminates prior to expiration of the current term for Maintenance Services, Customer shall have no right to a refund of any previously-paid Maintenance Services fees for services provided prior to the termination date.

9 **WARRANTY**

- A. **Services Warranty.** Archer warrants that such Maintenance Services provided hereunder shall be performed in a workmanlike manner consistent with generally accepted industry standards. Customer must notify Archer of any such warranty failure within ten (10) days from the date of performance of such Maintenance Services. Notwithstanding anything to the contrary contained herein, Archer does not warrant or represent that all Errors, whether in Software, can or will be corrected. Archer’s entire liability and Customer’s exclusive remedy under the foregoing warranty shall be for Archer to use reasonable efforts to (i) re-perform the deficient services within a reasonable time, or (ii) replace any replacement parts which become defective during a period in which the Product containing the replacement part is covered by warranty or Maintenance Services, or sixty (60) days after installation thereof, whichever occurs later. If, after reasonable efforts, Archer is not able to correct such deficiencies then Customer has the right to terminate the portion of the Maintenance Services that could not be performed in accordance with generally accepted industry standards.

- B. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, Archer PROVIDES MAINTENANCE SERVICES “AS IS” AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, UNINCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

- 10 **GENERAL.** All Releases or other enhancements, modifications or fixes to the Archer Software provided to Customer pursuant to this Agreement constitute Archer Software licensed to Customer under any applicable license agreement between Archer and Customer (the “License Agreement”). This Agreement is not an amendment to any such License Agreement but is a separate binding agreement that incorporates terms of any such License Agreement relating to license and ownership rights, use limitations, limitation of liability, and confidentiality and non-disclosure obligations. Additionally, this Agreement incorporates by reference any “Miscellaneous” or “General” provisions of any such License Agreement in their entirety.



Cloud Service Offerings TERMS OF SERVICE

This Service Offering contains proprietary material and information, the use of which is subject to and expressly conditioned upon acceptance of these Terms of Service (the “Terms of Service”).

This Agreement is a legally binding document between you (meaning the entity that the individual represents that has purchased the Service Offering for its internal productive use and not for outright resale) (the “Customer”) and Archer (which means (i) Archer Technologies LLC, if Customer is located in the United States, Mexico or South America; (ii) Archer Technologies Ireland Limited; or (iii) other authorized Archer entity as identified on the Archer quote or other Archer ordering document) (the “Service Provider”). Unless Archer agrees otherwise in writing, this Agreement governs Customer’s use of the Service Offering, except to the extent all or any portion of the Service Offering is:

(a) the subject of a separate written agreement set forth in a quotation issued by Archer; or (b) governed by a third party licensor’s terms and conditions. Capitalized terms have meaning stated in the Agreement.

By executing an order for, use or reproduction of this Service Offering, you are representing to Archer that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this Agreement shall govern the relationship of the parties with regard to the subject matter in this Agreement and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this Agreement. If you do not have authority to agree to the terms of this Agreement on behalf of the Customer, or do not accept the terms of this Agreement on behalf of the Customer, immediately cease any further attempt to use this Service Offering for any purpose.

These Terms of Service and any Service Offering Documentation together constitute the “Agreement.” Customer may purchase the Service Offering from Service Provider under the Terms of Service. Capitalized terms used in these Terms of Service are defined throughout these Terms of Service and in Section 14 (“Definitions”).

1. THE SERVICE OFFERING.

1.1 Generally. Service Provider may deliver the Service Offering with the assistance of Service Provider’s affiliates and suppliers, including but not limited to any secure hosting, storage, and processing services Service Provider may engage to meet and comply with security laws and/or requirements. Such affiliates or suppliers are collectively referred to herein as “Affiliates.” Service Provider will remain responsible to Customer for delivery of the Service Offering.

1.2 Use of the Service Offering.

1.2.1 Customer may use the Service Offering only (a) during the Subscription Term, (b) for Customer’s own internal use and (c) in accordance with the Agreement. To use the Service Offering Customer may be required to register and set up an authorized account with Login Credentials. Customer must keep Customer registration information accurate and complete during the term of the Agreement.

1.2.2 Customer is responsible for (a) any use of the Service Offering that occurs under Customer’s Login Credentials, (b) Customer’s Content, and (c) Customer’s Users’ compliance with the Agreement. If Customer becomes aware of any User’s violation of the Agreement, Customer must promptly suspend that User’s access to the Service Offering. If Customer becomes aware that any of Customer’s Content, or any Third-Party Content, violates Section 3.1 (“General Restrictions”) or Section 3.2 (“Content Restrictions”), Customer

must promptly remove that Content or suspend use of that Third-Party Content. If Customer believes Customer's account has been compromised, including any unauthorized access to or use or disclosure of any account information, passwords, user names, or Login Credentials, Customer must notify Service Provider as soon as possible. Customer may not impersonate another Archer user or provide false identity information to gain access to or use the Service Offering.

1.2.3 If Service Provider or an Affiliate reasonably believes a problem with the Service Offering may be attributable to Customer's Content or to Customer's use of the Service Offering, Customer must promptly cooperate with Service Provider or an Affiliate to identify the source of the problem and to resolve the problem.

1.3 Third-Party Content. Where available, Customer may use Third-Party Content, at Customer's option. If Customer chooses to use Third-Party Content, Customer is responsible for complying with any terms that are presented to Customer when Customer accesses that Third-Party Content, including any separate fees or charges imposed by the provider of that Third-Party Content. Third-Party Content is available "AS IS" without indemnification, support (unless otherwise specified), or warranty or condition of any kind. Service Provider may suspend or terminate provision and hosting of any Third-Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change.

1.4 Open Source Software.

1.5.1 Customer may receive open source software when Customer uses the Service Offering. The open source software Customer receives, as well as open source software that Customer may interact with when using the Service Offering and that Service Provider is required to disclose to Customer, is made available either (i) accompanying the Service Description, or (ii) as Service Provider may otherwise make generally available to its customers.

1.5.2 Open source software embedded in the Service Offering will not be deemed to be "Third-Party Content". All provisions in these Terms of Service applicable to the Service Offering (e.g., warranty, liability, indemnification, and other obligations) will control as between Customer and Service Provider over any conflicting terms set forth in any open source software license otherwise applicable to that open source software.

1.5 Optional Feedback. Customer may provide comments and suggestions regarding a Service Offering, but Customer is not required to do so. If Customer provides comments or suggestions, Service Provider may use that feedback without restriction, and Customer hereby irrevocably assigns to Service Provider all right, title, and interest in and to that feedback. Subject to the preceding sentence regarding any feedback Customer provides, providing any comments and suggestions does not grant us any rights in Customer's Content or Customer's intellectual property. Service Provider acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

1.6 Required Disclosures. If Service Provider is required by a subpoena, court order, agency action, or any other legal or regulatory requirement to disclose any of Customer's Content, Service Provider will provide Customer with notice and a copy of the demand as soon as practicable, unless Service Provider is prohibited from doing so pursuant to applicable law. If Customer requests, Service Provider will, at Customer's expense, take reasonable steps to contest any required disclosure. Service Provider will limit the scope of any disclosure to only the information Service Provider is required to disclose.

2. DATA PROTECTION AND SECURITY.

2.1 Service Provider's Obligations. Service Provider is responsible for providing security for the Service Offering. If Service Provider becomes aware of any Security Incident it shall: (a) notify Customer without undue delay; (b) take action to investigate the Security Incident and to identify, prevent, and mitigate the effects of the Security Incident; and (c) not release or publish any filing, communication, notice, press release, or report concerning the Security Incident without Customer's prior written approval.

2.2 Customer's Obligations. Customer is solely responsible for ensuring that the Service Offering and its security is appropriate for Customer's Content and Customer's intended use. Customer is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Customer's Content. Those steps include (a) controlling access Customer provides to Customer's Users, (b) configuring the Service Offering appropriately, (c) ensuring the security of Customer's Content while it is in transit to and from the Service

Offering, (d) using encryption technology to protect Customer's Content, and (e) backing up Customer's Content. Customer is responsible for providing any necessary notices to Users and obtaining any legally required consents from Users regarding their use of the Service Offering.

3. ACCEPTABLE USE.

3.1 General Restrictions. Customer must not: (a) resell or sublicense the Service Offering; (b) reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the software included with the Service Offering, or any part thereof; (c) use the Service Offering (i) in a way prohibited by law, (ii) to violate any rights of others, (iii) to try to gain unauthorized access to or disrupt or harm the Service Offering or any other service, device, data, account, or network of Service Provider or Service Provider's customers or suppliers, (iv) in a way intended to work around the Service Offering's technical limitations, recurring fees calculation, or usage limits, (v) for High Risk Activities; (vi) use the Service Offering to create or enhance a competitive offering or for any purpose which is competitive to Service Provider; (vii) perform or fail to perform any other act which would result in a misappropriation or infringement of Service Provider's intellectual property rights in the Service Offering; (viii) to attempt to probe, scan or test the vulnerability of the Service Offering, or a system, account or network of Service Provider or any of Service Provider's customers or suppliers; (ix) to transmit unsolicited bulk or commercial messages or intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; or (x) to restrict, inhibit, interfere or attempt to interfere with the ability of any other person to use or enjoy the Service Offering or a user's network, or cause a performance degradation to any facilities used to provide the Service Offering.

3.2 Content Restrictions. Customer must not upload into the Service Offering any Content that: (a) may create a risk of harm or any other loss or damage to any person or property; (b) may constitute or contribute to a crime or a tort; (c) includes any data that is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any data that Customer does not have a right to upload into the Service Offering; or (f) is otherwise prohibited as specified in the Agreement

4. INTELLECTUAL PROPERTY OWNERSHIP.

4.1 Ownership of Service Offering. As between Customer and Service Provider, Service Provider owns all right, title, and interest in and to the Service Offering and any related Service Provider Software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. Customer's rights to use the Service Offering are limited to those expressly granted in the Agreement. No other rights are implied with respect to the Service Offering, any related Service Provider Software, or any related Intellectual Property Rights.

4.2 Ownership of Customer's Content. As between Customer and Service Provider, Customer retains all right, title and interest in and to Customer's Content and all Intellectual Property Rights in Customer's Content. Service Provider's rights to access and use Customer's Content are limited to those expressly granted in the Agreement.

5. ORDERS, PAYMENT, AND TAXES.

5.1 Orders Generally.

5.1.1 The description of the Service Offering or Service Provider Software, and related pricing are as stated in a quote to Customer from Archer. Each quote is valid for the time period specified thereon. Customer may order the items on such quote by (a) issuing a purchase order to Archer that references such quote; or (b) with the prior approval of Archer (i) signing such quote and returning it to Archer; or (ii) sending an email or other writing to Archer referencing and ordering the items on such quote. Customer's order is accepted by Archer (A) issuing an e-mail or other written communication to Customer accepting such order; or (B) or commencing performance of the applicable Services. Customer must pay all charges Customer incurs for Customer's use of the Service Offering.

5.1.2 All Orders are subject to the terms of the Agreement, including all applicable laws and regulations, and are not binding until Service Provider accepts them. An Order will be deemed accepted when Service Provider delivers Customer's Login Credentials to the email address associated with the account, or otherwise as set forth in the Service Description. Service Provider is not required to provide the Service Offering to Customer until Customer provides to Service Provider all information Service Provider requires for processing

Customer's Order and provisioning the Service Offering for Customer. All Orders are non-refundable and non-cancellable except as expressly provided in the Agreement. Any refunds to which Customer is entitled under the Agreement will be remitted to Customer or if Customer purchases the Service Offering through an authorized reseller to the Service Provider channel partner from which Customer purchased Customer's entitlement to use the Service Offering.

5.1.3 If Customer pays for a Service Offering through a credit card, where credit card payment is available, Customer may be subject to any additional terms presented to Customer by a third-party credit card payment processor, which may be the merchant of record for that transaction.

5.2 Direct Orders. This Section 5.2 applies only to Orders directly with Service Provider. If Customer purchases an entitlement to the Service Offering through a Service Provider authorized reseller, different terms regarding invoicing, payment, and taxes may apply.

5.2.1 Unless Customer and Service Provider agree otherwise, (a) charges Customer incurs for using the Service Offering will be as stated on the accepted quote or Order provided by Service Provider and (b) Customer must pay all charges no later than 30 days after the date of invoice.

5.2.2 RESERVED.

6. TEMPORARY SUSPENSION.

6.1 Generally. Service Provider may, at its option, temporarily suspend Customer's use of any Service Offering if: (a) Reserved; (b) Service Provider believes that Customer's use of the Service Offering poses a security risk to the Service Offering or to other users of the Service Offering; or (c) Service Provider suspects fraud or abuse. Except as provided herein, Service Provider will give Customer fifteen (15) days' notice before suspending Customer's use of the Service Offering if permitted by law or unless Service Provider reasonably determines that providing notice presents a risk of harm to the Service Offering, to other users of the Service Offering, or to any person or property, in which case Service Provider will notify Customer as soon as feasible or permitted. Service Provider will suspend Customer's access only to the Service Offering that is the subject of the issue giving rise to the suspension. Service Provider will promptly reinstate Customer's access to the Service Offering once Service Provider has determined that the issue causing the suspension has been resolved.

6.2 Effect of Suspension. Customer will remain responsible for all fees incurred before any suspension. Customer will not be entitled to any service credits under the applicable Service Level Agreement that Customer might have otherwise accrued during any suspension.

7. TERMINATION.

7.1 Generally. Customer has the right to use the Service Offering during the applicable Subscription Term. Customer may stop using a Service Offering at any time, but Customer will remain liable for all fees and charges otherwise due during the applicable Subscription Term.

7.2 Termination for Cause.

7.2.1 RESERVED.

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Service Provider shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

7.2.2 Reserved.

7.3 Reserved.

7.4 **Effect of Termination.**

7.4.1 Upon termination of the Agreement for any reason: (a) Customer must stop using the Service Offering, and (b) Customer must return or, if Service Provider requests, destroy, any Confidential Information of Service Provider or its suppliers in Customer's possession or under Customer's control (other than information that must be retained pursuant to law). Deletion of any Customer Content remaining in the Service Offering will occur as specified in the applicable Service Description. As between Customer and Service Provider, Customer is responsible for ensuring that Customer has necessary copies of all Customer's Content prior to the effective date of any termination.

7.4.2 Any provision that, by its nature and context is intended to survive termination or expiration of the Agreement, will survive.

7.4.3 Reserved.

8. WARRANTIES.

8.1 Limited Warranty: Duration and Remedy. Service Provider warrants that the Service Offering will perform substantially in accordance with the Agreement, provided that the Service Offering has at all times been used in accordance with the Agreement.

8.2 Disclaimer. OTHER THAN THE LIMITED WARRANTY SET FORTH IN SECTION 9.1, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICE PROVIDER, FOR ITSELF AND ON BEHALF OF ITS SUPPLIERS, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE SERVICE OFFERING AND TO ALL MATERIALS OR SERVICES PROVIDED TO CUSTOMER UNDER THE AGREEMENT, INCLUDING ANY THIRD-PARTY CONTENT. SERVICE PROVIDER AND SERVICE PROVIDER'S SUPPLIERS DO NOT WARRANT THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED OR FREE FROM DEFECTS OR ERRORS, OR THAT THE SERVICE OFFERING WILL MEET (OR IS DESIGNED TO MEET) CUSTOMER'S BUSINESS REQUIREMENTS.

9. INDEMNIFICATION.

9.1 Reserved.

9.2 Indemnification by Service Provider; Infringement Claims.

9.2.1 Subject to the remainder of this Section 10.2, Service Provider will: (a) have the right to intervene to defend Customer against any Infringement Claim; and (b) indemnify Customer from all fines, damages, and costs resulting from a final award, judgment, or order of a court of competent jurisdiction or a government agency, with regard to any Infringement Claim. The foregoing obligations are applicable only if Customer: (i) provides Service Provider with notice of any Infringement Claim within a reasonable period after learning of the claim (provided that any delay in providing the notice will relieve Service Provider of its indemnification obligations only to the extent that the delay prejudices Service Provider); (ii) allows Service Provider to have control over the defense of the Infringement Claim; and (iii) reasonably cooperates in response to Service Provider's requests for assistance with regard to the Infringement Claim. Service Provider will not, without Customer's prior written consent, enter into any settlement of any Infringement Claim that obligates Customer to admit any liability to make any unreimbursed monetary payment, or to undertake any material obligation. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9.2.2 If the Service Offering becomes or in Service Provider's opinion is likely to become the subject of an Infringement Claim, Service Provider may at its option and expense: (a) procure the rights necessary for Customer to keep using the Service Offering; (b) modify or replace the Service Offering to make it non-infringing without materially reducing its functionality; or (c) terminate the Agreement and refund any prepaid fees, prorated for the remaining portion of the then-current Subscription Term.

9.2.3 Service Provider will have no obligation under this Section 10.2 or otherwise with respect to any Infringement Claim based on: (a) combination of the Service Offering with non-Service Provider products or content, including any of Customer's Content and/or any Third-Party Content; (b) use of the Service Offering for a purpose or in a manner not permitted by the Agreement, or use after Service Provider notifies Customer to cease such use due to a possible or pending Infringement Claim; (c) any modification to the Service Offering made without Service Provider's express written approval; (d) any modifications Service Provider makes to the Service Offering pursuant to instructions, designs, specification, or other information Customer provides to us; (e) Customer's own services (including Infringement Claims where the damages sought are based on revenues from Customer's own services); (f) any data or information Customer or a third party records on or utilizes in connection with the Service Offering; (g) any claim that relates to open source software or freeware technology, Third Party Products, or any derivative or other adaptation thereof; or (h) any Service Offering provided on a no-charge basis.

9.2.4 This Section 10.2 states Customer's sole and exclusive remedy and Service Provider's entire liability for any Infringement Claims.

10. LIMITATION OF LIABILITY.

10.1 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE OFFERING, OR LOSS OF CONTENT FOR ANY REASON INCLUDING POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS (SUBJECT TO SERVICE PROVIDER'S OBLIGATIONS UNDER THE APPLICABLE SERVICE LEVEL AGREEMENT), LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.2 Cap on Monetary Liability. SERVICE PROVIDER'S LIABILITY FOR ANY CLAIM UNDER THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE TO SERVICE PROVIDER FOR CUSTOMER'S USE OF THE PARTICULAR SERVICE OFFERING GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION OF LIABILITY IN THIS SECTION 11.2 WILL NOT APPLY TO (i) SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.2.1 OF THESE TERMS OF SERVICE OR (ii) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW. 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.

10.3 Further Limitations.

10.3.1 Service Provider's suppliers have no liability of any kind under the Agreement. Customer may not bring a claim directly against any of them under the Agreement. Service Provider's liability with respect to any Third-Party Content used or made available as part of a Service Offering is subject to this Section 11.

10.3.2 Reserved.

11. CONFIDENTIAL INFORMATION.

11.1 Protection. Either party (the "**recipient**") may use Confidential Information of the other party (the "**discloser**") disclosed to it in connection with the Agreement solely to exercise its rights and perform its obligations under the Agreement or as otherwise permitted by the Agreement. Customer and Service Provider will each use reasonable care to protect that Confidential Information in the same manner as each party protects its own Confidential Information of a similar nature, but in any event with not less than reasonable care. The recipient may disclose the discloser's Confidential Information only to the recipient's employees, or to third parties, who have a need to know the Confidential Information for purposes of the Agreement, and who are under a duty of confidentiality no less restrictive than as specified in this Section 12. The recipient may also disclose the discloser's Confidential Information in accordance with the procedures set forth in Section 1.8 ("Required Disclosures").

11.2 Exceptions. The recipient's obligations under Section 12.1 with respect to any of the discloser's Confidential Information will terminate if the recipient can show by written records that the information: (a) was, at the time of disclosure by the discloser, already rightfully known to the recipient without any obligation of confidentiality; (b) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (c) at the time of disclosure is, or through no fault of the recipient has become, generally available to the public; or (d) was independently developed by the recipient without access to or use of the discloser's Confidential Information.

11.3 Injunctive Relief. Nothing in the Agreement limits either party's ability to seek equitable relief.

12. GENERAL.

12.1 Assignment. Customer may not assign or transfer the Agreement, in whole or in part, by operation of law or otherwise, without Service Provider's prior written consent. Any attempted assignment or transfer of the Agreement without Service Provider's consent will be void and will be a breach of the Agreement. Subject to these limitations, the Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

12.2 Notices. Any notice by Service Provider to Customer under the Agreement will be given: (a) by email to the email address associated with Customer's account, if Customer has subscribed to this method of receiving notices, or (b) by posting on either the Service Offering portal or Service Provider's generally available customer access portal. Customer must direct legal notices or other correspondence to Service Provider's physical address and the legal notices email address identified above (if any).

12.3 Waiver. Waiver of a breach of any provision of the Agreement will not constitute a waiver of any later breach of that provision, or waiver of a breach of any other provision.

12.4 Severability. If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will remain in force to the extent feasible.

12.5 Compliance with Laws. Customer and Service Provider must each comply with all laws applicable to the actions contemplated by the Agreement.

12.6 Export Control. Customer acknowledges that the Service Offering is of United States origin, is provided subject to the U.S. Export Administration Regulations (including "deemed export" and "deemed re-export" regulations), and may be subject to the export control laws of any other applicable country. Customer represents and warrants that: (a) Customer, and any User, are not, and are not acting on behalf of, (i) any person who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; or (ii) any person or entity listed on the U.S. Treasury Department list of

Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar designated persons list published for the jurisdiction in which the applicable data center is located; (b) Customer, and any User, will not permit the Service Offering to be used for any purposes prohibited by law, including any prohibited development, design, manufacture, or production of missiles or nuclear, chemical, or biological weapons; (c) no Content will be classified or listed on the United States Munitions list or similar list published for the jurisdiction in which the applicable data center is located, or contain defense articles, defense services, or ITAR-related data; (d) no Content will require an export license or is restricted under applicable export control laws from export to any country where Service Provider's or Service Provider's service providers maintain facilities or personnel; and (e) Customer, and any User, are not subject, either directly or indirectly, to any order issued by any agency of the United States government revoking or denying, in whole or in part, Customer's United States export privileges. Customer must notify Service Provider promptly if Customer or any User becomes subject to any order of that type. For purposes of sales to government entities in the United States, any Service Offering and the accompanying Service Offering Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosure of any Service Offering or the Service Offering Documentation, by or for the U.S. Government will be governed solely by the terms and conditions of the Agreement, in conjunction with statutes, regulations, and the terms of the GSA Schedule, and in accordance with the provisions of Section 13.13 ("Order of Precedence"). Customer agrees to indemnify and hold Archer harmless for any liability, loss, damage, cost, expense, or penalty arising from Customer's non-compliance with the AECA, ITAR, or the provisions of this Section.

12.7 Force Majeure. In accordance with GSAR Clause 552.212-4(f), Neither Customer nor Service Provider will be liable for any delay or failure to perform its obligations under the Agreement, except for Customer's payment obligations, due to any cause beyond Customer's or Service Provider's reasonable control including labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other acts of nature, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.8 Construction. The headings of sections of these Terms of Service are for convenience and are not for use in interpreting these Terms of Service. As used in these Terms of Service, the word "including" means "including but not limited to".

12.9 Language. The Agreement is in English, and the English language version governs any conflict with a translation into any other language.

12.10 Governing Law. This Agreement is governed by the Federal laws of the United States and the federal laws of the United States. Conflict of law rules are expressly disclaimed. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

12.11 Third Party Rights. Other than as expressly provided in the Agreement, the Agreement does not create any rights for any person who is not a party to it, and only persons who are parties to the Agreement may enforce any of its terms or rely on any exclusion or limitation contained in the Agreement.

12.12 Independent Parties. Service Provider and Customer are independent contracting parties, and the Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship between Service Provider and Customer. Neither Customer nor Service Provider, nor any of Service Provider's respective affiliates, officers, directors, or employees, is an agent of the other for any purpose, nor has the authority to bind the other.

12.13 Order of Precedence. The terms of the Agreement will supersede any conflicting or additional terms and conditions of any purchase order or other purchasing-related document issued by Customer relating to any Order for the Service Offering. In case of conflict between a Service Description and the terms of this Agreement, the Service Description shall take precedence.

12.14 Entire Agreement. The Agreement as it may be modified from time to time is the entire agreement between Customer and Service Provider regarding its subject matter. The Agreement supersedes all prior or contemporaneous communications, understandings and agreements, whether written or oral, between Customer and Service Provider regarding its subject matter.

13. DEFINITIONS.

“Account Information” means information about Customer that Customer provides to Service Provider in connection with creation or administration of Customer’s account, including names, usernames, phone numbers, email addresses, and billing information associated with Customer’s account.

“Confidential Information” means Customer’s Login Credentials, and any non-public technical, business, or other information or materials disclosed or otherwise made available by either Customer or Service Provider to the other party regarding the Agreement or the Service Offering, that are in tangible form and labeled “confidential” or the like, or are provided under circumstances reasonably indicating confidentiality. Customer’s Confidential Information does not, for purposes of the Agreement, include Customer’s Content. If Customer discloses Customer’s Content to Service Provider or if Service Provider accesses Customer’s Content as permitted by the Agreement, including for purposes of providing support to Customer, Service Provider will use the same standard of care with respect to that data as Service Provider uses to protect its own Confidential Information.

“Content” means any data, including all text, sound, video, or image files, and software (including machine images), or other information.

“Customer’s Content” means Content uploaded into the Service Offering for processing, storage or hosting, by Customer or by any User, but does not include (i) Third-Party Content, or (ii) Account Information.

“Data Processing Addendum” means the then-current version of the Service Provider’s Data Processing Addendum, if applicable.

“High Risk Activities” means workloads or applications used to control or operate activities with a likelihood of injury or death, including but not limited to controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario where failure could lead to personal injury, death, or environmental damage.

“Infringement Claim” means any claim by a third party that the Service Offering (excluding Third Party Products and Services, and open source software) infringes any patent, trademark, or copyright of that third party, or misappropriates a trade secret of that third party (but only to the extent that the misappropriation is not a result of Customer’s actions), under the laws of: (a) the United States, (b) Canada, (c) European Economic Area member states, (d) Australia, (e) New Zealand, (f) Japan, or (g) the People’s Republic of China, to the extent that Customer’s instance of the Service Offering is provisioned in a data center located in the applicable country (e.g., the laws of Japan would control regarding an Infringement Claim based on a Service Offering instance provisioned in a data center located in Japan).

“Intellectual Property Rights” means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.

“Law” includes any statute, ordinance, regulation, or governmental requirement, order, or decree.

“Login Credentials” means any passwords, authentication keys, or security credentials that enable Customer’s access to and management of the Service Offering.

“Order” means the ordering document, that evidences Customer’s purchase of a Service Offering.

“Personal Data” means any information that can identify, directly or indirectly, a person individually, and that is protected as “personal data,” “personally identifiable information,” or a comparable term under applicable data privacy and security laws, regulations, and directives.

“Product Notice” means the notice by which Archer informs Customer of product-specific use rights and restrictions, warranty periods, warranty upgrades and maintenance (support) terms. Product Notices may be delivered in an Archer quote, otherwise in writing and/or a posting on the applicable Archer website, currently located at [Product Notice](#) .

“Security Incident” means any breach of security leading to, or reasonably believed to have led to, the accidental or unlawful destruction, loss, or alteration of, or unauthorized disclosure or access to Personal Data.

“Service Description” means the then-current version of the Service Description for the particular Service Offering.

“Service Level Agreement” means the then-current version of the Service Level Agreement for the particular Service Offering, found in the applicable Service Description. Certain Service Offerings may not have a Service Level Agreement.

“Service Offering” means the Service Provider cloud service offering specified in Customer’s Order.

“Service Offering Documentation” means the specific Service Description, any applicable Product Notice, and/or Service Level Agreement (if any) for the Service Offering; all as revised by Service Provider from time to time.

“Service Provider Software” means the software programs listed in Service Provider’s commercial price list.

“Subscription Term” means the initial term of Customer’s authorized use of the Service Offering, as set forth in the applicable quote or ordering document, together with any renewal terms (if applicable, as may be set forth in the Service Description). The initial term begins on the earlier of: (i) the date on which Customer starts using the Service Offering, (ii) the date Customer completes the registration process, (iii) the date on which Service Provider first provides Customer with access to the Service Offering, or (iv) as otherwise specified in the Order or in the applicable Service Description. For purposes of any on-demand Service Offering, “Subscription Term” means the period during which Customer is using the Service Offering, for which Customer will be billed, as specified in the applicable Order, and as may be further defined in the Service Description.

“Taxes” means any sales, VAT (value-added tax), GST (goods and services tax), use, excise, and other similar taxes (other than income taxes), export and import fees, customs duties, and similar charges imposed by a federal government or other federal authority.

“Third-Party Claim” means any third-party claim or demand arising from or relating to (i) Customer’s Content, (ii) Customer’s use of any Service Offering in violation of the Agreement, or (iii) Customer’s combination of the Service Offering with non-Service Provider products or content, including any Customer Content and/or any Third-Party Content.

“Third-Party Content” means Content provided by a third party, that interoperates with the Service Offering, including open source software, but that is not embedded in or required for use of the Service Offering. As an example, Third-Party Content may include an application that is listed on a marketplace or in a catalog.

“Third-Party Products and Services” means products (whether hardware, software, firmware, or otherwise) or services, where such products or services are not branded with a trademark or service mark owned by Supplier or its affiliates.

“User” means any person who is authorized to access or use the Service Offering or Customer’s Content directly under Customer’s Login Credentials, and may include Customer’s employees, contractors, service providers, and other third parties.

Attachment 1: Service Description – Archer FedRAMP

Attachment 1

Service Description – Archer FedRAMP

This Service Description governs the performance by Archer of certain services, as described in the Terms of Service and further described herein, in relation to the Service Offering purchased by Customer generally known as “Archer FedRAMP” under the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the terms of the Agreement and this Service Description, the terms of this Service Description shall prevail solely with respect to the subject matter hereof. Capitalized words used in this Service Description and not expressly defined herein will have the meaning stated in the Agreement.

The Archer FedRAMP Service Offering (as defined below) is performed in an environment which segregates Customer Content utilizing separate directories, databases, logical networks, and technology stacks such that there is no co-mingling of Customer Content. Service levels and operational procedures are standardized for all customers consistent with controls required for a FedRAMP High (DOD IL4) ATO.

1. SCOPE OF SERVICES.

During the Term, Archer will ensure the services described herein are provided to Customer in accordance with the Agreement and any applicable service levels in order to allow Customer to access and use the Service Offering. Customer’s access and use of the Service Offering will be subject to all those restrictions stated in the Agreement.

2. SERVICE OFFERING PACKAGES.

The Service Offering is offered in several package levels. Customer’s accepted order for the Service Offering will state which package is selected. Customer’s purchase will include a base package, Customer Success Manager (“CSM”), and any additional use cases, On-Demand Applications (“ODAs”), storage, or instances as specified on the quote or ordering document.

3. CUSTOMER RESPONSIBILITIES.

Customer will provide any cooperation, access, and detailed information reasonably necessary to implement and deliver the Service Offering, including, where applicable, one (1) employee who has substantial computer system, network management and project management experience satisfactory to Archer to act as project manager and as a liaison between Archer and Customer. Archer will be excused from its failure to perform any obligation under this Service Description to the extent such failure is caused by Customer’s delay or failure to perform its responsibilities under this Agreement. Customer shall use reasonable and appropriate safeguards to protect its Customer Content (as defined below).



Master Subscription Agreement

*** IMPORTANT INFORMATION – PLEASE READ CAREFULLY ***

This Service Offering contains proprietary material and information, the use of which is subject to and expressly conditioned upon acceptance of these Agreement.

This Agreement is a legally binding document between you (meaning the entity that the individual represents that has purchased the Service Offering for its internal productive use and not for outright resale) (the "**Customer**") and Archer (which means (i) Archer Technologies LLC, if Customer is located in the United States, Mexico or South America; or (ii) Archer Technologies Ireland Limited in any countries outside the United States, Mexico or South America ("**Archer**"). Unless Archer agrees otherwise in writing, this Agreement governs Customer's use of the Service Offering, except to the extent all or any portion of the Service Offering is: (a) the subject of a separate written agreement set forth in a quotation issued by Archer; or (b) governed by a third party licensor's terms and conditions. Capitalized terms have meaning stated in the Agreement.

By executing an order for this Service Offering, you are representing to Archer that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this Agreement shall govern the relationship of the parties with regard to the subject matter in this Agreement and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this Agreement. If you do not have the authority to agree to the terms of this Agreement on behalf of the Customer, or do not accept the terms of this Agreement on behalf of the Customer, immediately cease any further attempt to use this Service Offering for any purpose.

Definitions. In addition to the terms defined in the Agreement, the terms set forth below shall have the following meanings:

"Affiliate" means a legal entity that is, directly or indirectly, controlled by, controls, or is under common control with a Party, respectively, where "control" means more than 50% of the voting power or ownership interests.

"Agreement" means this Master Subscription Agreement (the "MSA"), the Support and SLA Agreement, the Product Notice any schedules, or other documents attached to, or incorporated into, this MSA, and such other documents, attachments and exhibits that the Parties' authorized representatives may mutually agree to in writing from time to time.

"Authorized Users" means any person who is authorized to access or use the Service Offering directly under Customer's login credentials.

"Content" means any data, including all text, sound, video, or image files, and software (including machine images), or other information.

"Customer Content" means any Content uploaded into the Service Offering for processing, storage, or hosting by Customer or by any Authorized User, but does not include (i) Third-Party Solution, or (ii) Usage Data and Usage Analyses as specified in Section 1.3 ("Monitoring").

"Data Processing Addendum" RESERVED means the then-current version of Archer's Data Processing Addendum, if applicable.

"Documentation" means the then-current, generally available, written user manuals and online help and guides provided by Archer for the Service Offering.

"Information Security Provisions" means the information security terms, attached hereto

"Product Notice" means the product-specific terms and conditions, and product specific use rights and restrictions available at: <https://www.archerirm.com/company/standard-form-agreements>.

“**Professional Services**” means any implementation, training, consulting, data migration, conversion, integration, or other services provided by Archer as set forth in a Statement of Work, Service Brief, or Quote as the case may be.

“**Quote**” means the Archer issued quotation specifying the Archer Service Offering and / or Services, and associated pricing, and licensing / use right parameters.

“**Support and SLA Agreement**” means the support and service level agreement for the applicable SaaS Service Offering, available at <https://www.archerirm.com/company/standard-form-agreements>, which is incorporated by reference herein. Archer may make changes to the Support and SLA Agreement without Customer's consent provided such changes do not have a material and adverse impact on Customer.

“**Support Services**” means the services for the support and maintenance of the Service Offering as provided for in the Support and SLA Agreement.

“**Service Offering**” means the Archer Software-as-a-Service (SaaS) applications made available to Customer by Archer via a Subscription.

“**Statement of Work**” or “**SOW**” means an agreement specifying the details for the performance of the Professional Services and signed by both Parties.

“**Subscription**” means the right of Authorized Users to access and use the Service Offering as set forth in a Quote.

“**Subscription Term**” means the initial term of Customer's authorized use of the Service Offering, as set forth in the initial Quote, together with any renewal terms (if applicable).

1. Use of Archer Service Offering.

1.1. Access; Subscription. Subject to the terms and conditions of this Agreement and the Product Notice, Archer shall provide Customer's Authorized Users access to the Service Offering via a Subscription as specified in this Agreement. Subject to the terms and conditions of the Agreement, Archer grants Customer a non-exclusive, non-transferable right to access the Service Offering solely during the Subscription Term for the internal business purposes of Customer.

1.2. Use of the Service Offering. Customer is responsible for (i) any use of the Service Offering that occurs under Customer's login credentials, (ii) Customer's Content, and (iii) Customer's Authorized Users' compliance with the Agreement. If Customer becomes aware of any Authorized User's violation of the Agreement, Customer must promptly suspend that Authorized User's access to the Service Offering. If Customer becomes aware that any of Customer's Content, or any Third-Party Solution, violates Section 3.1 (“General Restrictions”) or Section 3.2 (“Content Restrictions”), Customer must promptly remove that Content or suspend use of that Third-Party Solution. If Customer believes Customer's account has been compromised, including any unauthorized access to or use or disclosure of any account information, passwords, usernames, or login credentials, Customer must notify Archer as soon as possible. Customer may not impersonate another Archer user or provide false identity information to gain access to or use the Service Offering. If Archer reasonably believes a problem with the Service Offering may be attributable to Customer's Content or to Customer's use of the Service Offering, Customer must promptly cooperate with Archer to identify the source of the problem and to resolve the problem.

1.3. Monitoring and Collection. Archer monitors and collects configuration, performance, and usage data relating to Customer's use of the Service Offering (“**Usage Data**”) and derives and collates data from Customer's Content and Customer's use of the Service Offering in a manner which removes identifiable attributes relating to Customer (“**Usage Analyses**”). Archer collects such Usage Data and derives and collates such Usage Analyses to: (a) to facilitate delivery of the Service Offering (such as (i) tracking entitlements, (ii) providing support, (iii) monitoring the performance, integrity, and stability of the Service Offering's infrastructure, (iv) preventing or addressing service or technical issues, and (v) benchmarking); (b) to improve Archer's products and services, and Customer's experience; (c) for data analytics purposes; and (d) to train and deploy machine learning and large language models and other artificial intelligence technologies and offerings (whether now known or hereafter developed); provided that in each of the foregoing, (a)-(d), no identifiable attributes relating to Customer nor any personal data is

disclosed at any time to any third parties. Customer must not interfere with that monitoring or collection. Customer hereby consents to the data monitoring, collection and use described in this Section 1.3 and grants to Archer a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to monitor, collect, use, edit, modify, truncate, aggregate, reproduce, prepare derivative works of, display, store, analyze, process, adapt, publish, distribute, incorporate, perform, and otherwise fully use Usage Data and Usage Analyses solely as described in this Section 1.3.

- 1.4. Open-Source Software.** The Service Offering includes certain free and/or open-source software components ("**Open-Source Software**"). Customer may receive such Open-Source Software when Customer uses the Service Offering, and the Open-Source Software shall be made available to Customer as Archer generally makes available to its customers. Archer shall not use Open-Source Software in any way that imposes obligations on Customer other than as stated in this Agreement. Archer shall comply with all Open-Source Software terms and conditions.
- 1.5. Optional Feedback.** Customer may provide comments and suggestions regarding a Service Offering, but Customer is not required to do so. If Customer provides comments or suggestions, Archer may use that feedback without restriction, and Customer hereby irrevocably assigns Archer all right, title, and interest in and to that feedback. Subject to the preceding sentence regarding any feedback Customer provides, providing any comments and suggestions does not grant Archer any rights in Customer's Content or Customer's intellectual property. Service Provider acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

2. Data Protection and Security.

- 2.1.** Customer is solely responsible for ensuring that the Service Offering and its security is appropriate for Customer's Content and Customer's intended use, and Archer is responsible for providing security for the Service Offering as set out in the applicable Information Security Provisions.
- 2.2.** Customer is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Customer's Content. Those steps include (a) controlling access Customer provides to Customer's Authorized Users, (b) configuring the Service Offering appropriately, (c) ensuring the security of Customer's Content while it is in transit to and from the Service Offering, (d) using encryption technology to protect Customer's Content, and (e) backing up Customer's Content. The foregoing obligations in this Section 2.2 do not in any way negate or reduce Archer's obligations under the Information Security Provisions and the Agreement.
- 2.3.** Customer is responsible for providing any necessary notices to Authorized Users and obtaining any legally required consents from Authorized Users regarding their use of the Service Offering.

3. Acceptable Use.

- 3.1. General Restrictions.** Customer must not: (a) resell or sublicense the Service Offering; (b) reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the software included with the Service Offering, or any part thereof; (c) use the Service Offering (i) in a way prohibited by law, (ii) to violate any rights of others, (iii) to try to gain unauthorized access to or disrupt or harm the Service Offering or any other service, device, data, account, or network of Archer or Archer's customers or suppliers, (iv) in a way intended to work around the Service Offering's technical limitations, recurring fees calculation, or usage limits, (v) use the Service Offering to create or enhance a competitive offering or for any purpose which is competitive to Archer; (vi) perform or fail to perform any other act which would result in a misappropriation or infringement of Archer's intellectual property rights in the Service Offering; (vii) to attempt to probe, scan or test the vulnerability of the Service Offering, or a system, account or network of Archer or any of Archer's customers or suppliers; (viii) to transmit unsolicited bulk or commercial messages or intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; or (ix) to restrict, inhibit, interfere or attempt to interfere with the ability of any other person to use or enjoy the Service Offering or a user's network, or cause a performance degradation to any facilities used to provide the Service Offering.

- 3.2. Content Restrictions.** Customer must not upload into the Service Offering any Content that: (a) may



create a risk of harm or any other loss or damage to any person or property; (b) may constitute or

contribute to a crime or a tort; (c) includes any data that is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any data that Customer does not have a right to upload into the Service Offering; or (e) is otherwise prohibited as specified in the Agreement.

4. Intellectual Property Ownership.

4.1. Ownership of Service Offering. As between Customer and Archer, Archer owns all right, title, and interest in and to the Service Offering and any related Archer software, including all improvements, enhancements, modifications, and derivative works of them, and all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered ("**Intellectual Property Rights**") in all of them. This includes any information Archer collects and analyzes about Customer's use of the Service Offering pursuant to Section 1.3 ("Monitoring and Collection"). Customer's rights to use the Service Offering are limited to those expressly granted in the Agreement. No other rights are implied with respect to the Service Offering, any related Archer Software, or any related Intellectual Property Rights.

4.2. Ownership of Customer's Content. As between Customer and Archer, Customer retains all rights, title and interest in and to Customer's Content and all intellectual property rights in Customer's Content. Archer's rights to access and use Customer's Content are limited to those expressly granted in the Agreement. During the Term, without limitation of Section 1.3 of this Agreement, Customer grants to Archer a limited, non-exclusive license to use the Customer Content solely for all reasonable and necessary purposes contemplated by this Agreement and for Archer to provide the Service Offering. Customer, not Archer, shall have sole responsibility for the accuracy, quality, integrity, legality, type, category, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Archer shall not be responsible or liable for any deletion, destruction, damage, or loss of any Customer Content that is caused by Customer.

5. Orders; Invoicing; Payment.

5.1. Orders Generally.

5.1.1. The description of the Service Offering, and related pricing are as stated in a Quote to Customer from Archer. Each Quote is valid for the period specified thereon. Customer may order the items on such Quote by (i) issuing a purchase order to Archer that references such Quote ("**Order**"); or (ii) with the prior approval of Archer (a) signing such Quote and returning it to Archer; or (b) sending an email or other writing to Archer referencing and ordering the items on such Quote. Customer's Order is accepted by Archer issuing an e-mail or other written communication to Customer accepting such order the ("**Effective Date**"). The initial Subscription Term shall start when Archer delivers Customer's login credentials to the email address associated with the account, or as otherwise indicated on the applicable Quote.

5.1.2. All Orders are subject to the terms of the Agreement and are not binding until Archer accepts them. Archer is not required to provide the Service Offering to Customer until Customer provides to Archer all information Archer requires for processing Customer's Order and provisioning the Service Offering for Customer. All Orders are non-refundable and non-cancellable except as expressly provided in the Agreement.

5.1.3. If Customer pays for a Service Offering through a credit card, where credit card payment is available, Customer may be subject to any additional terms presented to Customer by a third-party credit card payment processor, which may be the merchant of record for that transaction.

5.2. Direct Orders. This Section 5.2 applies only to Orders directly with Archer. If Customer purchases an entitlement to the Service Offering through an Archer authorized reseller, different terms regarding invoicing, payment, and taxes may apply. Unless Customer and Archer agree otherwise, (i) charges Customer incurs for using the Service Offering will be as stated on the Quote in accordance with the GSA schedule Pricelist and (ii) Customer must pay all valid charges no later than 30 days after the receipt date of invoice.

5.3. Taxes.

RESERVED.

6. Temporary Suspension.

- 6.1. Generally.** Archer may, acting reasonably and in good faith, at its option, temporarily suspend Customer's use of any Service Offering if: (a) Reserved; (b) Archer believes that Customer's use of the Service Offering poses a security risk to the Service Offering or to other users of the Service Offering; or (c) Archer suspects fraud or abuse. Archer will give Customer fifteen-day (15) notice before suspending Customer's use of the Service Offering if permitted by law or unless Archer reasonably determines that providing notice presents a risk of harm to the Service Offering, to other users of the Service Offering, or to any person or property, in which case Archer will notify Customer as soon as feasible or permitted. Archer will suspend Customer's access only to the Service Offering that is the subject of the issue giving rise to the suspension. Archer will promptly reinstate Customer's access to the Service Offering once Archer has determined that the issue causing the suspension has been resolved.
- 6.2. Effect of Suspension.** Customer will remain responsible for all fees incurred before any suspension. Customer will not be entitled to any service credits under the applicable Service Level Agreement that Customer might have otherwise accrued during any suspension.

7. Term; Termination.

- 7.1. Term.** This Agreement starts on the Effective Date and remains in effect for the Subscription Term unless otherwise terminated in accordance with this Section 7.
- 7.2. Termination.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Service Provider shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- 7.3. Effect of Termination.**
- 7.3.1.** Upon termination of the Agreement for any reason: (a) Customer must stop using the Service Offering, and (b) Customer must return or, if Archer requests, destroy, any Confidential Information of Archer or its suppliers in Customer's possession or under Customer's control (other than information that must be retained pursuant to law). As between Customer and Archer, Customer is responsible for ensuring that Customer has necessary copies of all Customer's Content prior to the effective date of any termination.
- 7.3.2.** Reserved

7.3.3. Data Return. In the event the Subscription to the Service Offering is terminated (other than by reason of Customer's breach), and if Customer so requests at the time of termination, Archer will make available to Customer an industry standard file of most recent Customer Content in Archer SaaS and/or Archer Insight within Archer's possession within thirty (30) days of termination.

8. Third-Party Solutions & Applications; Marketplace.

8.1. Background. The Service Offering is interoperable with and can be integrated with third-party software and services solutions that are provided by a third party but that are not embedded in or required for use of the Service Offering (each, a "**Third-Party Solution**"), and that may also be available to be purchased through the Archer marketplace (the "**Marketplace**" and, for Third-Party Solutions purchased through the Marketplace, each third-party software products and/or services provider, a "**Marketplace Vendor**"). In relation to the Marketplace, where Archer offers Third-Party Solutions through the Marketplace, Archer is merely an intermediary, like an app-store.

8.2. Archer Marketplace; Third-Party Solutions. For each Third-Party Solution, of either a Marketplace Vendor, or other provider of Third-Party Solutions (collectively "**Third-Party Solution Providers**"), because Third-Party Solutions are provided by Third-Party Solution Providers, the licensing of any Third-Party Solution is a direct license and sale between Customer and the Third-Party Solution Provider. Because Third-Party Solutions are provided by Third-Party Solution Providers and such relationship is independent of Archer and Customer: (a) Third-Party Solution Providers are not Archer's agent, subcontractor, or sub-processor, (b) Archer makes no representations or warranties regarding Third-Party Solutions, (c) when Customer purchases Third-Party Solutions, a Third-Party Solution Providers terms and conditions, including their data protection terms, and not this Agreement, apply to Customer and govern Customer's use of Third-Party Solutions. Accordingly, Customer is urged to review any Third-Party Solution Providers terms and conditions before purchasing or otherwise accessing any Third-Party Solutions, (d) Archer is not responsible for the content and the operation of any Third-Party Solutions, (e) Archer has no liability whatsoever to Customer related to Third-Party Solutions, (f) any exchange of data between Customer and any Third-Party Solution Provider is solely between Customer and the Third-Party Solution Provider and Archer is not responsible for any disclosure, modification or deletion of Customer's data resulting from access by a Third-Party Solution Provider, and (g) if a Third-Party Solution Provider ceases to provide, or makes changes to, their product, including the products' interoperation with the Service Offering, Customer is not entitled to any refund, credit, or other compensation from Archer.

9. Warranties.

9.1. Service Offering Warranty. Archer hereby warrants that the Service Offering will operate in substantial conformity with the Documentation. If there is a failure of the Service Offering to operate in substantial conformity with the Documentation Customer's sole and exclusive remedy for such failure is that Archer will, within a commercially reasonable time, at its option: (1) repair the nonconformity so that the Service Offering performs in accordance with the Documentation; or (2) replace the non-conforming portion of the Service Offering so that the Service Offering performs in accordance with the Documentation. If Archer determines that none of these alternatives is reasonably available, then, upon Customer's request, Archer shall provide a pro rata refund of prepaid fees that Customer has paid for the affected, non-conforming, part of the Service Offering.

9.2. Services Warranty. Archer warrants that it will perform any Professional and / or Support Services in a workmanlike and professional manner, and in accordance with generally accepted industry standards. Archer's entire liability, and Customer's sole remedy, for Archer's failure to so perform shall be for Archer to re-perform the affected Professional or Support Services, as applicable, free of charge.

9.3. Disclaimer. OTHER THAN THE LIMITED WARRANTY SET FORTH IN SECTIONS 9.1 AND 9.2, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARCHER, FOR ITSELF AND ON BEHALF OF ITS SUPPLIERS, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-

INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE SERVICE OFFERING AND TO ALL MATERIALS OR SERVICES PROVIDED TO CUSTOMER UNDER THE AGREEMENT, INCLUDING ANY THIRD-PARTY SOLUTION. ARCHER AND ARCHER'S SUPPLIERS DO NOT WARRANT THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED OR FREE FROM DEFECTS OR ERRORS, OR THAT THE SERVICE OFFERING WILL MEET (OR IS DESIGNED TO MEET) CUSTOMER'S BUSINESS REQUIREMENTS. FURTHERMORE, ARCHER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER IN RELATION TO THIRD-PARTY SOLUTIONS.

10. Indemnification.

10.1. Reserved.

10.2. Indemnification by Archer; Infringement Claims.

- 10.2.1.** Subject to the remainder of this Section 10.2, Archer will: (a) have the right to intervene to defend Customer against any claims, suits, or proceedings by a third party alleging that the Service Offering infringes any patent, trademark, or copyright of that third party, or misappropriates a trade secret of that third party ("**Infringement Claim**"); and (b) indemnify Customer from all fines, damages, and costs resulting from a final award, judgment, or order of a court of competent jurisdiction or a government agency, with regard to any Infringement Claim. The foregoing obligations are applicable only if Customer: (i) provides Archer with notice of any Infringement Claim within a reasonable period after learning of the Infringement Claim (provided that any delay in providing the notice will relieve Archer of its indemnification obligations only to the extent that the delay prejudices Archer); (ii) allows Archer to have sole control over the defense of the Infringement Claim; and (iii) reasonably cooperates in response to Archer's requests for assistance with regard to the Infringement Claim. Archer will not, without Customer's prior written consent, enter any settlement of any Infringement Claim that obligates Customer to admit any liability to make any unreimbursed monetary payment, or to undertake any material obligation. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- 10.2.2.** If the Service Offering becomes or in Archer's opinion is likely to become the subject of an Infringement Claim, Archer may at its option and expense: (a) procure the rights necessary for Customer to keep using the Service Offering; (b) modify or replace the Service Offering to make it non-infringing without materially reducing its functionality; or (c) terminate the Agreement and refund any prepaid fees, prorated for the remaining portion of the then-current Subscription Term.
- 10.2.3.** Archer will have no obligation under this Section 10.2 or otherwise with respect to any Infringement Claim based on: (a) combination of the Service Offering with non-Archer products or content, including any of Customer's Content and/or any Third-Party Solution; (b) use of the Service Offering for a purpose or in a manner not permitted by the Agreement, or use after Archer notifies Customer to cease such use due to a possible or pending Infringement Claim; (c) any modification to the Service Offering made without Archer's express written approval; (d) any modifications Archer makes to the Service Offering pursuant to instructions, designs, specification, or other information Customer provides to Archer; (e) any data or information Customer or a third party records on or

utilizes in connection with the Service Offering; (f) any claim that relates to open source software or freeware technology not embedded in the Service Offering, third party products, or any derivative or other adaptation thereof; or (g) any Service Offering provided on a no-charge basis.

10.2.4. This Section 10.2 states Customer's sole and exclusive remedy and Archer's entire liability for any Infringement Claims.

11. Limitation Of Liability. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR BUSINESS OPPORTUNITIES, CUSTOMERS LOSS OF USE OF THE SERVICE OFFERING (SUBJECT TO ARCHER'S OBLIGATIONS UNDER THE APPLICABLE SERVICE LEVEL AGREEMENT), LOSS OF CONTENT FOR ANY REASON, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR AMOUNTS OWED TO ARCHER BY CUSTOMER AS SET FORTH IN THE AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY UNDER OR IN RELATION TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE THEN-CURRENT SUBSCRIPTION YEAR, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM A MATERIAL BREACH OF CONTRACT, TORT, BREACH OF STATUTORY DUTY, OR OTHERWISE. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL NOT APPLY TO: (I) ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE; (II) ANY LIABILITY ARISING FROM FRAUD OR WILLFUL MISCONDUCT; (III) ANY LIABILITY THAT MAY NOT BE EXCLUDED UNDER APPLICABLE LAW; AND (IV) INDEMNIFICATION OBLIGATIONS IN SECTION 10.

12. Confidential Information.

12.1. Definition; Use. "**Confidential Information**" means any non-public or proprietary information or material relating to a Party, whether orally, or in writing disclosed to the receiving Party, in any form, by or on behalf of the disclosing Party, that is marked or designated as confidential or might reasonably be considered as confidential, including without limitation, all know-how, trade secrets, scientific, technical, statistical, strategic, financial or commercial information. Each Party agrees to: (a) use the Confidential Information of the other Party only for the purposes described and as permitted herein; and (b) restrict access to the Confidential Information to such of its affiliates, personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement.

12.2. Exceptions. The foregoing provision will not apply to Confidential Information that (a) is publicly available or in the public domain when disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations before disclosure; (e) is independently developed by the recipient; (f) is approved for release or disclosure by the disclosing party in writing without restriction; or (g) is disclosed pursuant to the order requirement of a court, administrative agency, or other governmental body, provided the receiving party provides reasonable advance notice to enable the disclosing party to obtain a protective order.

12.3. Injunctive Relief. Nothing in the Agreement limits either party's ability to seek equitable relief.

13. Miscellaneous.

13.1. Assignment. Customer may not assign or transfer the Agreement, in whole or in part, by operation of law or otherwise, without Archer's prior written consent. Any attempted assignment or transfer of the Agreement without Archer's consent will be void and will be a breach of the Agreement. Subject to these limitations, the Agreement will bind and inure to the benefit of the Parties and their respective successors and assigns.

13.2. Notices. Any notice by Archer to Customer under the Agreement will be given: (a) by email to the email address associated with Customer's account, if Customer has subscribed to this method of receiving notices, or (b) by posting on either Service Offering portal or Archer's generally available

customer access portal. Customer must direct legal notices or other correspondence to Archer's physical address and via email at legalnotices@archerirm.com.

- 13.3. Waiver.** Waiver of a breach of any provision of the Agreement will not constitute a waiver of any later breach of that provision, or waiver of a breach of any other provision.
- 13.4. Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- 13.5. Compliance with Laws.** Customer and Archer must each comply with all laws applicable to the actions contemplated by the Agreement.
- 13.6. Export Control.** Customer acknowledges that Service Offering is of United States origin, is provided subject to the U.S. Export Administration Regulations (including "deemed export" and "deemed re-export" regulations) and may be subject to the export control laws of any other applicable country. Customer represents and warrants that: (a) Customer, and any Authorized User, are not, and are not acting on behalf of, (i) any person who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; or (ii) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar designated persons list published for the jurisdiction in which the applicable data center is located; (b) Customer, and any Authorized User, will not permit the Service Offering to be used for any purposes prohibited by law, including any prohibited development, design, manufacture, or production of missiles or nuclear, chemical, or biological weapons; (c) no Content will be classified or listed on the United States Munitions list or similar list published for the jurisdiction in which the applicable data center is located, or contain defense articles, defense services, or ITAR-related data; (d) no Content will require an export license or is restricted under applicable export control laws from export to any country where Archer maintains facilities or personnel; and (e) Customer, and any Authorized User, are not subject, either directly or indirectly, to any order issued by any agency of the United States government revoking or denying, in whole or in part, Customer's United States export privileges. Customer must notify Archer promptly if Customer or any Authorized User becomes subject to any order of that type. For purposes of sales to government entities in the United States, any Service Offering and the accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosure of any Service Offering or Documentation, by or for the U.S. Government will be governed solely by the terms and conditions of the Agreement, in conjunction with statutes, regulations, and the terms of the GSA Schedule, and in accordance with the provisions of Section 13.11 ("Order of Precedence"). Customer agrees to indemnify and hold Archer harmless for any liability, loss, damage, cost, expense, or penalty arising from Customer's non-compliance with the AECA, ITAR, or the provisions of this Section.
- 13.7. Force Majeure.** In accordance with G S A R Clause 5 5 2 . 2 1 2 - 4 (f) , Neither Customer nor Archer will be liable for any delay or failure to perform its obligations under the Agreement, except for Customer's payment obligations, due to any cause beyond Customer's or Archer's reasonable control including labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other acts of nature, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 13.8. Governing Law.** If the Archer contracting entity to this Agreement is: (1) Archer Technologies LLC, then this Agreement is governed by federal laws of the United States, (2) Archer Technologies Ireland Limited, then this Agreement is governed by the Federal laws of the United States. Conflict of law rules are expressly disclaimed. The U.N. Convention on Contracts for the International Sale of Goods does not apply.
- 13.9. Third Party Rights.** Other than as expressly provided in the Agreement, the Agreement does not create any rights for any person who is not a party to it, and only persons who are parties to the Agreement may enforce any of its terms or rely on any exclusion or limitation contained in the Agreement.

- 13.10. Independent Parties.** Archer and Customer are independent contracting parties, and the Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship between Archer and Customer. Neither Customer nor Archer, nor any of Archer's respective affiliates, officers, directors, or employees, is an agent of the other for any purpose, nor has the authority to bind the other.
- 13.11. Order of Precedence.** Any term or condition specified in Customer's purchase order and/or any of Customer's terms and conditions are void and not applicable to the Agreement, even if signed by Archer. In case of conflict between a Quote and the terms of this Agreement, the Quote shall take precedence.
- 13.12. Entire Agreement.** The Agreement as it may be modified from time to time is the entire agreement between Customer and Archer regarding its subject matter. The Agreement supersedes all prior or contemporaneous communications, understandings, and representations, whether written or oral, between Customer and Archer regarding its subject matter.
- 13.13. Survival.** Any provision of this Agreement that, by its nature and context is intended to survive termination or expiration of the Agreement, will survive including those related to proprietary rights, payment of fees, confidentiality and non-disclosure, indemnification, and limitation of liability.



SUPPORT AND SERVICE LEVEL AGREEMENT FOR SAAS SERVICE OFFERINGS

IMPORTANT

***** IMPORTANT INFORMATION – PLEASE READ CAREFULLY *****

This Support and Service Level Agreement is subject to: (i) the Agreement that applies to your use of the Archer SaaS Service Offering; or if the parties have no such agreement in place (ii) the Archer SaaS Agreement attached hereto; and (iii) the applicable ordering document covering Customer's purchase of the Service Offering from Archer or an Archer authorized reseller, the terms of which are incorporated herein by reference (collectively the "Agreement").

This Support and Service Level Agreement is a legally binding document between you (meaning the entity that the individual represents that is subscribing to the Service Offering for its internal use and not for outright resale ("Customer")) and Archer (which means (i) Archer Technologies LLC, if Customer is located in the United States, Mexico or South America; or (ii) or Archer Technologies Ireland Limited if Customer is located outside United States, Mexico or South America. Unless Archer agrees otherwise in writing, this Support and Service Level Agreement governs Customer's use of the Service offering except to the extent all or any portion of the Service Offering is subject to a separate written agreement set forth in a quotation issued by Archer.

By proceeding with the installation or use of the Service Offering, or authorizing any other person to do so, you are representing to Archer that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this Agreement shall govern the relationship of the parties with regard to the subject matter in this Agreement and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this Agreement. If you do not have authority to agree to the terms of this Agreement on behalf of the Customer, or do not accept the terms of this Agreement on behalf of the Customer, immediately cease any further attempt to use this Service Offering for any purpose.

A. GENERAL SUPPORT TERMS AND CONDITIONS FOR ARCHER PRODUCTS (refer to subsequent Sections to this document for Product specific Support and SLA terms).

1. **DEFINITIONS.** The Parties agree that unless otherwise defined herein, the existing definitions set forth in any applicable SaaS Agreement between Archer and Customer shall apply to this Support and SLA Agreement to the extent such terms are used herein. Unless Customer has a negotiated SaaS Agreement with Archer, then the applicable terms and conditions attached heretoshall apply.

- a) **"Customer Contacts"** means identified Customer personnel who are familiar with Customer's software environment and will coordinate all technical support calls to Archer.
- b) **"Documentation"** means the then-current, generally available, written user manuals and online help and guides for any Service Offering provided by Archer.
- c) **"Error"** shall mean any reported malfunction, error or other defect in the Service Offering that can be reproduced by Archer and constitutes a non-conformity from the Product Documentation. Each Error will be assigned a severity level as further detailed in Section 3(A) below.
- d) **"Production Instance"** entails the computing environment, applications, security, service level, and service level credits associated with the Archer SaaS instance allocated by Archer for customers to access and use in execution of their production business processes
- e) **"Non-Production Instance"** entails the computing environment, applications, and security associated with the Archer SaaS instance(s) allocated by Archer for customers to access and use in execution of their business development and/or testing processes ("Non-Production Instance")
- f) **"Relief"** shall mean an intervention by Archer that restores Service Offering operations impacted by an Error. Examples may include without limitation: (i) a solution or workaround has been provided to resolve the Service Offering issue; (ii) Customer's Production Instance is operational and Customer is able to perform business critical operations that relate to the Service Offering; and/or (iii) the identified Error does not originate from the Service Offering.
- g) **"Service Request"** shall mean a ticket that has been opened, documented, and is being managed by Archer in response to a Customer's report of an Error.
- h) **"Service Offering"** shall mean Archer's cloud service offering specified in Customer's Order.
"Software Release" means any subsequent version of Software that Archer makes generally available to its customers who are current on their Maintenance Services fees but does not mean new Software.

2. **MAINTENANCE SERVICES.**

- a) **Enhanced Support Coverage.** Customers who have an active SaaS Subscription will receive Enhanced Support Coverage which shall include:
 - 1. Telephone Support on a 24 x 7 x 365 basis and Web Support (as described in Section 2 b) below to this Part).
- b) Hours of support for Enhanced Support Coverage are subject to change by Archer upon prior written notice, and Archer supports Severity 1 and Severity 2 cases only on Saturday and Sunday. **Maintenance Services.**
 - 1. Except as otherwise provided in Section D below (Personalized Support Options), all Maintenance Services are provided remotely from Archer's premises as follows:

- a. Web Support. Archer shall provide Customer with access, through a separate registration process, where such resources are available, Archer product's community offering Blogs, Discussion Forums,, and Archer's online technical support knowledge database, offering Customer the ability on a 24 x 7 basis (24 hours a day, seven days a week) to raise issues and monitor Services Requests. Archer's on-line Web Support resource is currently hosted at the following web address: <https://www.archerirm.community/>.
 - b. Telephone Support. Archer shall provide telephone support to Customer. Archer's Telephone Support numbers are currently located at: <https://www.archerirm.community/>.
- 2. In the performance of the Maintenance Services, Archer will use good-faith, commercially reasonable efforts to aid in the diagnosis of, and correct, Errors in the Service Offering
- c) **Software Operating System Upgrades.** Customers who have an active SaaS Subscription term shall also receive the following software upgrades: All Software Releases (including all Error corrections made available pursuant to this Support and SLA Agreement) that Archer in its sole discretion: (a) deems to be logical improvements to the Software; (b) make generally available to all users of the Service Offering; and (c) does not separately price or market.
- d) **Personalized Support Options.** Customers may purchase the Personalized Support Options described herein at an additional fee and as ordered in a Quote, Schedule, or Customer Purchase Order, and such personalized support options may be subject to additional terms located in a Service Brief, SOW, or similar document.
In addition to the DSE support services specified below, all Personalized Support Options will include the following services:
 - (1) Review, reporting, and management of Service Requests
 - (2) Monitoring and notification to client of Service Request trends
 - (3) Technical escalation management
 - (4) Bi-annual on-site account reviews
 - (5) Conference calls, scheduled as necessary, to discuss support-related matters; and
 - (6) If the DSE is unavailable, Customer may access Archer's 24x7x365 Telephone Support
- 1. **Designated Support Engineer (DSE) Support Services.**
 - a. Designated Support Engineer. Archer shall provide a senior Designated Support Engineer ("DSE") who will act as Customer's single and direct point of contact on all technical issues associated with an assigned Service Offering. The DSE will become familiar with Customer's technical environment, staff and unique support issues and will work directly with the Customer Contacts to resolve issues, manage technical escalations, and deliver business reviews. The DSE shall be reasonably available by telephone during Standard Support Hours
 - b. Limitations
 - i. DSE Support Services shall be provided in English language only.
 - ii. Each DSE will be assigned to one Service Offering and one regional time zone only, to be selected by Customer (i.e. North America (EST or PST), Europe Middle East Africa, and Asia Pacific Japan). Customer must purchase additional DSE support for additional Service Offering(s) and/or regional time zones.
 - iii. Customer shall be required to identify a maximum of four (4) Customer Contacts, who are familiar with Customer's software environment, to

coordinate all technical support calls and/or interaction with the identified DSE as set forth above.

3. SERVICE OFFERING ERROR SEVERITY CLASSIFICATIONS AND SERVICE REQUEST RESOLUTION PROCESS.

a) Service Offering Error Severity Classifications. All Service Offering Errors shall be classified by Archer as follows:

Error Severity	Definition	Examples
1 ("S1")	Critical: Severe problem preventing Customer or workgroup from performing critical business functions	<ul style="list-style-type: none"> ▪ Production Instance data corruption (data loss, data unavailable) ▪ Production Instance crash or hang ▪ Production Instance significantly impacted, such as severe performance degradation ▪ Production Instance and/or data is at high risk of potential loss or interruption ▪ Production Instance workaround is required immediately ▪ Time critical Production cutover impacted
2 ("S2")	High: Customer or workgroup able to perform job function, but performance of job function degraded or severely limited	<ul style="list-style-type: none"> ▪ Production Instance adversely impacted ▪ Non-Production Instance data corruption (data loss, data unavailable) ▪ Non-Production Instance crash or hang ▪ Non-Production Instance and/or data is at high risk of potential loss or interruption ▪ Non-Production Instance workaround is required immediately ▪ Development system(s) is inoperative
3 ("S3")	Medium: Customer or workgroup performance of job function is largely unaffected	<ul style="list-style-type: none"> ▪ Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use.
4 ("S4")	Request: Minimal system impact; includes feature requests and other non-critical questions	<ul style="list-style-type: none"> ▪ No Customer business impact ▪ Requests for enhancements by Customer

b) Software Support Service Level Objectives (SLOs). Archer will use reasonable commercial efforts to provide customers with technical advice and assistance in connection with their use of the Service Offering according to severity level. The table below sets forth Archer's targets for support responses to Service Offering Errors based on Severity Level:

SUPPORT LEVEL	SEVERITY LEVEL	INITIAL TARGET RESPONSE	TARGET WORK EFFORT	TARGET COMMUNICATION FREQUENCY
ENHANCED (24 x 7)	S1	1 hour (24 x 7)	Continuous 24x7 until Relief identified	Every 3-4 hours, 7 days/week

	S2	3 hours (24 x 7)	Daily, during Customer business hours*	Once per day, business hours*
	S3	4 hours (9x5)	Weekly during business hours	Once a week
	S4	10 hours (9x5)	Every other week during business hours	Twice a month

* Available weekends and evenings per Customer request

c) Service Offering Service Request Resolution Process

1. Process. Archer handles all support Service Requests on a first-in-first-out basis. Archer shall prioritize all Errors according to their impact to Customer using the severity definitions described in Section 3 a) above. Archer may upgrade or downgrade the severity of an Error depending on developments during the resolution process. For example, if available, a temporary resolution may be provided to mitigate the material impact of a given Error resulting in the reduction of the severity of a Service Request.
2. Escalation. If Customer and Archer are unable to mutually agree upon a resolution plan for S1 and S2 Errors, then the parties shall escalate the Service Request in accordance with Archer's escalation process. Once the escalation process has been initiated, Archer shall provide Customer with Service Request progress updates via phone or email on a mutually agreed upon schedule. Such progress updates shall include information about the Error description, daily progress, root cause (if known) and overall plan to resolve the Error.

4. CUSTOMER OBLIGATIONS.

a) Documenting Errors. Customer shall use good-faith, reasonable efforts to isolate and document Errors to enable Archer to fulfill its obligations herein. Once a Service Request has been initiated, Customer will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Service Offering, description of Error, any error messages, and any requested support files.

5. ADDITIONAL EXCLUSIONS.

a) Use. Maintenance Services specifically **excludes** support for any Errors caused by (i) operator error or use of the Service Offering in a manner not in accordance with the Product Documentation; (ii) use of the Service Offering with software or products other than that for which the Service Offering was originally licensed; (iii) Errors caused by any fault in the Customer's environment, hardware, or in any software or products used in conjunction with the Service Offering but not provided by or approved by Archer; (iv) any integration, modification, or repair of the Service Offering made by any person other than Archer; (v) installation of any appliance, firmware, or operating system on the Service Offering other than that provided by Archer; (vi) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Service Offering specifications; and (vii) accident, misuse, or neglect or causes not attributable to normal wear and tear. Where Archer, in its discretion, provides support to Customer where an Error arises as a result of any of the foregoing, such support shall be subject to additional fees under the terms of a Statement of Work executed by Archer and Customer.

6. **GENERAL.** All Releases or other enhancements, modifications or fixes to the Archer Service Offering provided to Customer pursuant to this Support and SLA Agreement constitute Archer Service Offering licensed to Customer under any applicable SaaS Service Offering Agreement between Archer and Customer. This Support and SLA Agreement is not an amendment to any such SaaS Agreement but is a separate binding agreement that incorporates terms of any such SaaS Agreement relating to license and ownership rights, use limitations, limitation of liability, and confidentiality and non-disclosure obligations. Additionally, this Support and SLA Agreement incorporates by reference any attached "Miscellaneous" or "General" provisions of any such SaaS Agreement in their entirety.

B. ARCHER SERVICE OFFERING - SERVICE LEVELS

This Part B of the Support and SLA Agreement relates to the availability of the Archer SaaS, Archer Engage, and Archer Insight Service Offering only and does not apply to any other Archer Service Offering, product, software, maintenance/support or service.

I. **SERVICE LEVELS FOR PRODUCTION INSTANCE.**

This Section I of Part B to this Support and SLA Agreement applies to the Production Instance of the Archer SaaS Service Offering, which entails the computing environment, applications, security, service level, and service level credits associated with the Archer SaaS instance allocated by Archer for customers to access and use in execution of their production business processes ("Production Instance").

1. **DEFINITIONS.**

In addition to those defined terms stated in the SaaS Agreement, the following terms and definitions shall apply for the purpose of this Exhibit 1, Section I:

Term	Definition
Static Production Maintenance Window for Archer SaaS	<p><u>For Customer's purchasing the US or Canada Service Offering:</u> The period of time every Sunday from 12:00am CST/CDT to 4:00am CST/CDT during which maintenance may be conducted on the Production Instance. The Service Offering may be unavailable in the Production Instance during this period.</p> <p><u>For Customer's purchasing the APJ Service Offering:</u> The period of time every Saturday from 12:00am AEST/AEDT to 4:00am AEST/AEDT during which maintenance may be conducted on the Production Instance. The Service Offering may be unavailable in the Production Instance during this period.</p> <p><u>For Customer's purchasing the EMEA Service Offering:</u> The period of time every Sunday from 12:00am GMT/GMT +1 to 4:00am GMT/GMT +1 during which maintenance may be conducted on the Service Offering in the Production Instance. The Service Offering may be unavailable in the Production Instance during this period.</p> <p><u>For Customer's purchasing the Middle East (UAE) Service Offering:</u> The period of time every Saturday from 12:00am GST to 4:00am</p>

	<p>GST during which maintenance may be conducted on the Service Offering in the Production Instance. The Service Offering may be unavailable in the Production Instance during this period.</p> <p><u>For Customer's purchasing the India Service Offering:</u> The period of time every Saturday from 12:00am to 4:00am IST during which maintenance may be conducted on the Service Offering in the Production Instance. The Service Offering may be unavailable in the Production Instance during this period.</p>
<p>Static Production Maintenance Window for:</p> <p>Archer Engage; Archer Document Governance; and</p> <p>Archer Insight</p>	<p>The period of time every Sunday from 12:00am CST/CDT to 4:00am CST/CDT and every Wednesday from 9pm to 11:59pm CST/CDT during which maintenance may be conducted on the Service Offering. The Service Offering may be unavailable during these periods.</p>
<p>Scheduled Production Maintenance Window for Archer SaaS</p>	<p>Maintenance of the Production Instance that cannot be conducted during the Static Production Maintenance Window, where Archer has provided notice to Customer as far in advance as reasonably practical (but in no event less than five business days for non-emergency maintenance and in no event less than 24 hours for emergency maintenance) before the commencement of such maintenance, which specifies the anticipated impact of such maintenance on availability, including duration. Archer will use commercially reasonable efforts to minimize the impact of any Scheduled Production Maintenance Window to its customers by scheduling any such Scheduled Production Maintenance Windows during low utilization periods whenever reasonably practical.</p>
<p>Scheduled Production Maintenance Window for:</p> <p>Archer Engage; Archer Document Governance; and</p> <p>Archer Insight</p>	<p>Maintenance of the Service Offering that cannot be conducted during the Static Maintenance Window, where Archer has provided notice to Customer as far in advance as reasonably practical (but in no event less than two business days for non-emergency maintenance and in no event less than 24 hours for emergency maintenance) before the commencement of such maintenance, which specifies the anticipated impact of such maintenance on availability, including duration. Archer will use commercially reasonable efforts to minimize the impact of any Scheduled Maintenance Window to its customers by scheduling any such Scheduled Maintenance Windows during low utilization periods whenever reasonably practical.</p>

Where Customer utilizes Incidental Software in connection with the Service Offering, Customer is responsible for all maintenance (including maintenance windows) of the Incidental Software that is under Customer's control.

2. PRODUCTION INSTANCE INTERRUPTIONS.

- a) **Measurement.** Production Downtime is measured from the Archer-confirmed commencement time of a Production Downtime event to the time the Production Instance is operational.
- b) **Exclusions.** Unavailability of the Production Instance shall not be considered Production Downtime to the extent that it is caused by one or more of the following factors:
1. Customer's failure to perform its obligations under the Agreement;
 2. The written request or consent by Customer's representative to interrupt the Production Instance;
 3. For Archer Engage and Archer Insight, problems with Customer-controlled systems underlying Incidental Software used in connection with the Service Offering;
 4. For Archer Engage and Archer Insight, problems with Customer-controlled systems underlying Archer GRC Platform Software that Customer runs on Customer premises;
 5. For Archer Engage and Archer Insight, problems with Customer-controlled networks, firewalls, security devices, and other such systems required for communication between Customer-controlled systems and the Service Offering; and
 6. Force Majeure Events which shall mean strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of Archer. For the avoidance of doubt Archer makes no representations or warranties whatsoever with respect to the availability of network connectivity between the IT systems of Customer to the Service Offering; and

Archer shall be solely responsible for establishing the extent to which Production Downtime is caused by one or more of the above factors.

3. PRODUCTION INSTANCE SERVICE LEVEL STANDARD AND MEASUREMENT.

- a) **General.** The Archer SaaS Production Instance, Archer Engage Service Offering, or Archer Insight Service Offering, as applicable, each shall have 99.5% or higher availability on a monthly basis ("**Production Availability**"). Production Availability for each elapsed calendar month is calculated as follows:

- M = total number of minutes in the elapsed calendar month;
- Y = actual total minutes of: (a) Scheduled Production Maintenance Windows and/or (b) Static Production Maintenance Windows within the elapsed calendar month;
- N = actual authorized Archer SaaS Production Availability, Archer Engage Service Offering, or Archer Insight Service Offering, as applicable, in minutes for the elapsed month which is calculated as follows:

$$N = [(M - Y) \times 99.5\%]$$

X = the number of minutes the Archer SaaS Production Instance, Archer Engage Service Offering, or Archer Insight Service Offering, as applicable, is authorized to not be available in the elapsed month and which is calculated as follows:

$$X = M - N$$

D = the number of minutes in the elapsed month that the Archer SaaS Production Instance, Archer Engage Service Offering, or Archer Insight Service Offering, as applicable, is not available ("Production Downtime").

If $D > X$ for Archer SaaS and / or Archer Engage, Customer will qualify for a service credit as follows.

If Archer fails to meet the Production Availability standard for Archer SaaS, Archer Engage, and / or Archer Document Governance in any two months within a three month rolling period (commencing from the month where the Production Availability standard first failed), then Archer shall issue to the Customer a service credit in an amount equal to the percentage by which Archer missed the Production Availability standard of the total fees received for the Service Offering for each of the months during which such failures were measured. In no event shall service credits exceed five percent (5%) of the total Fees received for the Service Offering. The Customer must request a credit from Archer in the event that a credit is due. The remedies specified in this Section 2 shall be the Customer's sole and exclusive remedies for the failure of Archer to meet its obligations of Service Availability.

Archer Insight: During the Term, if Archer fails to meet the Production Availability standard in any three consecutive months (commencing from the month where the Production Availability standard first failed), then Customer shall have the right to terminate the Archer Insight Service Offering.

b) Credit Request and Payment Procedures.

To receive a Service Level Credit for Archer SaaS or Archer Engage, Customer (for logging/tracking purposes) must make a request by logging a customer support request in the Archer Community (<https://www.archerirm.community/>). Each request in connection with this Section I.3(E) must include the dates and times of the Production Downtime and must be received by Archer within five (5) business days after receiving the report described under Section I.4 below. If the Production Downtime is confirmed by Archer, Service Level Credits will be applied within two billing cycles after Archer's receipt of Customer's credit request. Credits are not refundable and can be used only towards future billing charges.

4. SERVICE LEVEL REPORTING.

Archer SaaS: A report assessing Archer's performance against the Production Service Levels during the previous month shall be available in the Archer Community (<https://www.archerirm.community/>) no later than the 20th day of the next month. Customer (for logging tracking purposes) can access such report through the Archer Community. Archer shall

measure and report on minutes of Potential Production Uptime, Production Downtime, and Production Availability for the Service Offering in the Production Instance.

Archer Engage, Archer Insight, and Archer Document Governance: To receive a report assessing Archer's performance against the Production Availability commitment during the previous month, Customer (for logging/tracking purposes) must make a customer support request in the Archer Community (<https://www.archerirm.community/>) no later than the 20th day of the next month. Archer shall measure and report on minutes of Service Availability. Where Customer utilizes Incidental Software in connection with the Service Offering, Customer is responsible for all reporting related to the Incidental Software that is under Customer's control.

5. GENERAL OBLIGATIONS.

Archer will use reasonable commercial efforts consistent with generally accepted industry standards and best practices of leading companies in the critical data storage and security industry to: (i) protect the Archer SaaS Production Instance and Archer Engage and Archer Insight Service Offering, and supporting infrastructure controlled or maintained by Archer per Section 3 of Exhibit 1; (ii) monitor the Archer SaaS Production Instance, and Archer Engage and Archer Insight Service Offering, and supporting infrastructure controlled or maintained by Archer for problems; (iii) identify root causes; (iv) correct problems; and (v) minimize recurrences of missed Production Service Levels for which it is responsible. Notwithstanding anything to the contrary in this Section I of Exhibit 1, should a Force Majeure Event result in Production Downtime and Non-Production Downtime of Archer SaaS (as defined in Section II of Exhibit 1), Archer will focus its efforts on restoring availability of the Service Offering first to the Production Instance, and then to the Non-Production Instance.

II. MAINTENANCE WINDOWS FOR NON-PRODUCTION INSTANCE FOR ARCHER SAAS.

This Section II to Part B to this Support and SLA Agreement applies to the Non-Production Instance of the Archer SaaS Service Offering, which entails the computing environment, applications, and security associated with the Archer SaaS instance(s) allocated by Archer for customers to access and use in execution of their business development and/or testing processes ("Non-Production Instance").

1. **DEFINITIONS.** In addition to those defined terms stated in the SaaS Agreement, the following terms and definitions shall apply for the purpose of this Section II to Part B to this Support and SLA Agreement:

Term	Definition
Static Non-Production Maintenance Window for Archer SaaS	<u>For Customer's purchasing the US or Canada Service Offering:</u> The period of time every Sunday from 12:00am CST/CDT to 4:00am CST/CDT, during which maintenance may be conducted on the Service Offering in the Non-Production Instance. The Service Offering may be unavailable in the Non-Production Instance during this period. <u>For Customer's purchasing the APJ Service Offering:</u> The period of time every Saturday from 12:00am AEST/AEDT to 4:00am AEST/AEDT during

	<p>which maintenance may be conducted on the Service Offering in the Non-Production Instance. The Service Offering may be unavailable in the Non-Production Instance during this period.</p> <p><u>For Customer's purchasing the EMEA Service Offering:</u> The period of time every Sunday from 12:00am GMT/GMT +1 to 4:00am GMT/GMT +1 during which maintenance may be conducted on the Service Offering in the Non-Production Instance. The Service Offering may be unavailable in the Non-Production Instance during this period.</p>
Scheduled Non-Production Maintenance Window for Archer SaaS	Maintenance of the Service Offering in the Non-Production Instance conducted at any time during the week that cannot be conducted during the Static Non-Production Maintenance Window, where Archer has provided notice to Customer as far in advance as reasonably practical before the commencement of such maintenance, which specifies the anticipated impact of such maintenance on availability, including duration.

2. NON-PRODUCTION INSTANCE AT-RISK SERVICE OFFERING.

Customer acknowledges that Archer SaaS Service Offering in the Non-Production Instance are at-risk services given that they are in support of Customer development, user acceptance testing, pre-production staging, and preview(s) of upcoming Service Offering changes to the Production Instance as defined in Section I to Part B to this Support and SLA Agreement. As such, Service Offering provided in the Non-Production Instance are not eligible for credits on future charges as a result of any failure to meet or exceed the requirements of this Section II to Part B to this Support and SLA Agreement.

C. COMPLIANCE.AI SUPPORT AND SLA TERMS AND CONDITIONS.

1. Compliance.ai Support Services Definitions; Severity Level Definitions

Compliance.ai Services team shall assign a severity level to each incident after assessing the impact (“**Severity Levels**”). These definitions are used to prioritize response resources for resolving issues.

Table 1 -- Definitions

Severity Levels	Definition	Example
S1: Critical Business Impact	Complete loss of functionality, unable to conduct business	Users are unable to access the Compliance.ai Service Offering
S2: Serious Business Impact	Degraded functionality, able to use system but some features not working	Compliance.ai Service Offering can be accessed, but access to the administrative portal is not possible
S3: Minor Business Impact	Minor impact, loss of some minor functions, still able to conduct business	A feature offered by Compliance.ai is not working in some cases
S4: No business impact	General information, questions, documentation, feature requests.	

2. Compliance.ai Support Response Time Objectives.

Customer shall report all incidents affecting Customer’s use of the Compliance.ai Service Offering by way of Compliance.ai’s Support Services ticketing system located at support@compliance.ai, and Compliance.ai will consider an incident as logged when Compliance.ai issues a ticket number to Customer. All response times shall occur during Compliance.ai’s standard business hours (6am to 6pm Pacific Standard Time) (“Business Hours”). In order to correctly manage the incident, Compliance.ai has established the following severity level “response time” objectives:

Table 2 -- Initial Response Times

Severity Levels	Business Hours Support
S1: Critical Business Impact	1 hour

S2: Serious Business Impact	24 hours
S3: Minor Business Impact	3 business day
S4: No business impact	3 business days

3. Incident Updates

Compliance.ai will update Customers on a regular basis during Business Hours depending on the severity level described below Table 3.

Table 3 -- Update Frequency/Target Resolution Time

	Updates (During Business Hours)	**Target Resolution Times
S1: Critical Business Impact	Every 2 Business Hours	4 hours
S2: Serious Business Impact	Every 4 Business Hours	24 hours
S3: Minor Business Impact	Every 12 Business Hours	72 hours
S4: No business impact	Commercially Reasonable Effort	Reasonable Effort

For purposes of this Part C to this Support and SLA Agreement, "Target Resolution Time**" is a good faith Compliance.ai estimate of an approximate time frame in which impacted Compliance.ai Service Offering functions can be restored by Compliance.ai engineering technicians, enabling the Compliance.ai Service Offering to resume its performance in all material respects in conforming with the applicable Compliance.ai Documentation, which may be satisfied by way of an executable code based, workaround, patch or fix managed by Compliance.ai. After Compliance.ai Service Offering performance has been restored consistent with this Schedule for Severity 1 and 2 level defects, Compliance.ai will continue working during normal business hours to develop a complete resolution of the error or defect.

After the incident is logged, Compliance.ai Support will classify the incident, provide the initial Support Services, and/or escalate the incident accordingly.

4. Phone Support

Inbound or on-demand calls are not currently a Compliance.ai Support offering. At times it may be necessary to escalate to a live troubleshooting session. While Customer may request to

escalate to a live call, the Compliance.ai support engineer will determine at his/her sole discretion whether (a) the live call is necessary and (b) sufficient information has been provided to Compliance.ai to allow the call to be successful.

As a result of a qualifying ticket, the Compliance.ai Support engineer or agent may suggest a link to connect or agree to use the Customer's preferred live troubleshooting tool to connect at a mutually agreed upon time. By default, such troubleshooting calls will be scheduled for 30 minutes in duration maximum.

5. Scheduled Maintenance

Compliance.ai reserves the right to perform routine maintenance on the Compliance.ai Service Offering platform when deemed necessary. If the maintenance to be performed may result in downtime, we will schedule the maintenance to occur between 06:00 pm (Pacific Standard Time) on a Friday and 06:00 pm of the next day (Saturday) in an effort to minimize disruption. However, if the maintenance is considered an emergency (e.g. security patches, performance degradation fixes, etc.), the maintenance effort may be performed immediately in order to address issues as quickly as possible.

6. Exclusions

Compliance.ai will correct, fix, restore and update the Compliance.ai Service Offering as described in Compliance.ai Documentation in those areas under Compliance.ai's direct control, and therefore the Customer's entitlement to the remedies set out in this Annex are subject to the following exclusions:

- a) Factors outside Compliance.ai's reasonable control (for example, force majeure events, such as natural disaster, war, acts of terrorism, riots, pandemics, government action, or a network or device failure external to Compliance.ai's data centers, including at Customer site or between the Customer site and Compliance.ai's data center)
- b) Non-availability of a Compliance.ai Service Offering during a scheduled maintenance or emergency maintenance event.
- c) Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer use of the Compliance.ai Service Offering in a manner inconsistent with the features and functionality of the Compliance.ai Service Offering or inconsistent with Compliance.ai's published Documentation.
- d) Customer's failure to update its integrations, library, plugin or any other software component provided by Compliance.ai for a supported version.
- e) Customer's use of a third-party service after Compliance.ai advised Customer to modify the use of said service, yet the service remained unmodified.
- f) Customer's attempts to perform operations that exceed prescribed quotas or that resulted from Compliance.ai's throttling of suspected abusive behavior.
- g) Customer outage, which prevents access to the Compliance.ai Service Offering platform infrastructure; or

- h) Customer failure to update internal credentials, prohibiting the use of Compliance.ai Service Offering (e.g. failure to update endpoints credentials).

Compliance.ai will implement all new releases to the Compliance.ai Service Offering which may include fixes and defect corrections as well as new features, functionalities and capabilities. Compliance.ai may update the content, functionality and user interface of the Compliance.ai Service Offering from time to time at its sole discretion and in accordance with the Agreement. Compliance.ai Service Offering updates do not include, however, new Compliance.ai Service Offering features, functionalities, or capabilities embodied in new modules or new applications that Compliance.ai makes available generally to its customers for a separate fee.



PROFESSIONAL SERVICES TERMS & CONDITIONS

FOR ARCHER GRC PRODUCTS

THESE PROFESSIONAL SERVICES TERMS & CONDITIONS ("PS AGREEMENT") ARE EFFECTIVE AS OF THE LATER DATE OF EXECUTION OF THE APPLICABLE STATEMENT OF WORK OR QUOTATION MAKING REFERENCE TO THIS PS AGREEMENT.

ANY AND ALL REFERENCES TO "CUSTOMER" SHALL BE DEEMED TO MEAN THE CUSTOMER SET FORTH IN AN APPLICABLE STATEMENT OF WORK OR QUOTATION.

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU (MEANING THE ENTITY THAT THE INDIVIDUAL REPRESENTS THAT HAS OBTAINED THE SOFTWARE AND HARDWARE FOR ITS INTERNAL PRODUCTIVE USE AND NOT FOR OUTRIGHT RESALE) (THE "CUSTOMER") AND ARCHER (WHICH MEANS (I) IF CUSTOMER IS LOCATED IN THE UNITED STATES, MEXICO OR SOUTH AMERICA, THEN THIS IS A LEGAL AGREEMENT BETWEEN THE CUSTOMER AND ARCHER WITH "ARCHER" MEANING ARCHER TECHNOLOGIES LLC. IF CUSTOMER IS LOCATED OUTSIDE OF THE UNITED STATES, MEXICO OR SOUTH AMERICA, THEN THIS IS A LEGAL AGREEMENT BETWEEN THE CUSTOMER AND ARCHER, WITH "ARCHER" MEANING (II) ARCHER TECHNOLOGIES IRELAND LIMITED, OR (III) OTHER AUTHORIZED ARCHER ENTITY AS IDENTIFIED ON THE ARCHER QUOTE OR OTHER ARCHER ORDERING DOCUMENT.

THIS AGREEMENT SETS FORTH THE GENERAL TERMS AND CONDITIONS UNDER WHICH CUSTOMER MAY PERIODICALLY ENGAGE ARCHER TO PROVIDE CERTAIN PROFESSIONAL, EDUCATIONAL, OPERATIONAL AND TECHNICAL SERVICES ("SERVICES") TO CUSTOMER ON A PROJECT BASIS PURSUANT TO A STATEMENT OF WORK THAT WILL BE ENTERED INTO BETWEEN ARCHER AND CUSTOMER ("SOW") FOR EACH ENGAGEMENT.

SOWs may, among other things, consist of (i) a separately executed, long form services specification; or (ii) a short form service description (a "Service Brief"). All references to SOW shall include, where applicable, the Service Briefs.

This Agreement may be superseded by any written agreement signed by both Customer and Archer.

1. DEFINITIONS.

- a. "Deliverables" means any reports, analyses, scripts, code or other work results which have been delivered by Archer to Customer within the framework of fulfilling obligations under the SOW.
- b. "Proprietary Rights" means all patents, copyrights, trade secrets, methodologies, ideas, concept, inventions, know-how, techniques or other intellectual property rights of a party.

2. SERVICES.

- a. Scope. Archer shall provide the services described in a SOW that details the relationship of the parties with regard to a specific project. Each SOW shall (i) be signed by the parties; (ii) incorporate by reference this Agreement; and (iii) state the pertinent business parameters, including, but not limited to, pricing, payment, expense reimbursement, and a detailed description of the Services to be provided. In the case of the Service Brief, related pricing is as stated in a quote to Customer from Archer. In case of conflict between the SOW and the terms of this Agreement, the SOW shall normally take precedence. However,

to the extent that the SOW contains terms that conflict with terms in the Agreement pertaining to intellectual property and/or proprietary rights, indemnification, warranty (including remedies and disclaimers), and/or limitation of liability, the conflicting terms in the SOW shall supersede those in the Agreement only if the SOW clearly indicates that the parties are intentionally overriding the terms in the Agreement solely for purposes of such SOW. Professional Services are provided as a separate and independent service to Customer even if offered together with the sale or licensing of Archer Products or Service Offering(s) by Archer in the same Archer quote or Customer purchase order. The Professional Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions whether to implement, in whole or in part, any Deliverables, advice, or recommendations are solely Customer's responsibility. Archer is not providing legal or regulatory advice in any Professional Services.

- b. Placement of Archer Personnel. Archer shall have the sole responsibility for personnel placement as well as for all other human resources issues (e.g. vacation). Archer will only utilize employees or contractors that are sufficiently qualified. If specific Archer personnel cease to perform due to illness, resignation or any other reason, Archer shall without undue delay use reasonable efforts to provide a substantially equivalent replacement as soon as reasonably possible. Archer's contact person responsible for liaising with Customer will exclusively be the person identified by Archer as being responsible for the project. No employee/employer relationship is intended or shall be established by any SOW.
- c. Standard Work Day. The standard work day is any eight (8) hour period of work, between 8:00 AM and 6:00 PM, Monday through Friday, excluding public holidays at the Archer location providing Professional Services.
- d. Customer Responsibilities. Customer agrees to provide Archer with the full cooperation it needs to perform the Professional Services. This includes timely access to Customer office accommodations, facilities, network, computer systems, and storage equipment. Customer also agrees to provide assistance and complete and accurate information and data from officers, agents, project sponsors, subject matter experts, and employees as Archer may request, in addition to suitably configured, licensed, and operational computer and storage products involved in delivery of the Professional Services. If Customer fails to provide the requisite cooperation on a timely basis, Archer will be relieved of any schedule, milestone, or financial commitments associated with the Professional Services. Customer remains responsible for the physical and network security of Customer's environment. Customer shall also perform its specific obligations as described in the relevant SOW, and, if necessary, assist and support Archer in the provision of the Professional Services as reasonably requested by Archer, and shall provide all conditions in its business necessary for due performance of Professional Services by Archer.

3. TERM AND TERMINATION.

- a. Term; Survival. The term of this Agreement commences on the later date of execution of an applicable SOW and shall remain in effect unless terminated as provided below. Upon any termination of this Agreement, Sections 1, 2, 3, 4, 5, 6 7(B), and 8 through 13 hereof shall survive in accordance with their terms. Termination of this Agreement or any SOW shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees and expenses for all Services performed, including any Deliverables associated with such Services, as of the date of termination.
- b. Termination for Breach.

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Archer shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

4. PROPRIETARY RIGHTS.

- a. Grant of License Rights in Deliverables. Subject to (a) Customer's payment to Archer of any applicable Professional Services fees, (b) Customer's compliance with the terms of the Agreement, any applicable SOW(s), and (c) Archer's Proprietary Rights incorporated into any Deliverables, Archer grants Customer a non-exclusive, non-transferable, non-sublicensable license to use, copy, and create derivative works from the Deliverables for Customer's internal business operations, as contemplated by the applicable SOW(s). The license granted in this section does not apply to: (i) Customer-furnished material; (ii) any Products; (iii) any Third Party Products; or (iv) items licensed or otherwise provided under a separate agreement.
- b. Customer Furnished Materials. Customer does not relinquish any of its rights in materials it furnishes for use by Archer in connection with the performance of Professional Services. Pursuant to Customer's Proprietary Rights therein, Customer grants Archer a non-exclusive, non-transferable right to use such solely for the benefit of Customer in fulfillment of Archer's obligations under the SOW.
- c. Reservation of Proprietary Rights. Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. Archer shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Professional Services provided hereunder, or, subject to Archer's confidentiality obligations to Customer, in using the Deliverables or performing similar Professional Services for any other projects.
- d. Third Party Products. Customer grants Archer a non-exclusive, non-transferable right to use Third Party Products that Customer provides for Archer's use to perform the Professional Services described in an applicable Service Agreement(s) document. Any configuration or modification that Archer makes to any Customer-provided Third Party Products or work product incorporating Third Party Products is subject to Customer's agreement with the applicable third party.

5. CONFIDENTIALITY.

- a. Confidential Information. "Confidential Information" means any information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement or any purchase order hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which Archer may have access in connection with the provision of Services, which shall remain Confidential Information until one of the

exceptions stated in the above definition of Confidential Information applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, Archer proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate for the

purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice). Archer recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

- b. Publicity. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this Agreement or any SOW entered into hereunder, without the prior written approval of the other, which approval shall not be unreasonably withheld; provided, however, that Archer may identify Customer for reference purposes to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

6. PAYMENT TERMS. Archer or its authorized reseller as applicable shall submit invoices for fees and reimbursable costs and expenses and Customer shall pay each invoice in the manner specified in the applicable SOW. Archer or its authorized reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Subject to Archer's credit approval, all amounts are due in the currency stated on the invoice and in full thirty (30) days after the receipt date of Archer's invoice, with interest accruing thereafter at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

7. WARRANTY.

- a. Warranty. Archer shall perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify Archer of any failure to so perform within ten (10) days after the performance of the applicable portion of the Services. Archer's entire liability, and Customer's sole remedy, for Archer's failure to so perform shall be for Archer to, at its option, (i) use reasonable efforts to correct such failure, and/or (ii) terminate the applicable SOW and refund that portion of any fees received that correspond to such failure to perform.
- b. Disclaimer and Exclusions. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, Archer (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

8. LIMITATION OF LIABILITY.

- a. Limitations on Damages. The limitations, exclusions and disclaimers stated below apply to any and all disputes, claims, or controversies (whether in contract, tort, or otherwise) related to or arising out of this Agreement or any SOW or order ("Dispute"). The terms of this Section are agreed allocations of risk constituting part of the consideration for Archer's sale of Professional Services to Customer and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless whether a party has been advised of the possibility of the liabilities.
 - i. Limitation on Direct Damages. Except for Customer's obligations to pay for services,

Customer's violation of the restrictions on use of Professional Services or Archer's or its Affiliates' intellectual property rights, each party's total liability arising out of any Dispute or any matter under this Agreement, is limited to the amount Customer paid to Archer during the twelve months before the date that the matter or Dispute arose for the Professional Services, or both that are the subject of the Dispute, but excluding amounts received as reimbursement of expenses or payment of taxes.

- ii. No Indirect Damages. Except for Customer's payment obligations and violation of

Archer's or its Affiliates' intellectual property rights, neither Archer nor Customer has liability to the other for special, consequential, exemplary, punitive, incidental, or indirect damages, or for lost profits, loss of revenue, loss of data, or loss of use, or procurement of substitute Professional Services. 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.

- b. Regular Backups. Customer is solely responsible for its data. Customer must backup its data before Archer performs any remedial, upgrade, or other work on Customer's systems. If applicable law prohibits exclusion of liability for lost data, then Archer will only be liable for the cost of commercially reasonable and customary efforts to recover the lost data from Customer's last available backup.
- c. Limitation Period. Except as stated in this Section, all claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within 12 months after the cause of action accrues.

9. TRADE COMPLIANCE. Customer's purchase of licenses for Software and access to related technology ("Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except with prior written authorization by Archer, or its Affiliates and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions. Customer understands and will comply with all applicable provisions of the U.S. Arms Export Control Act (AECA) and the U.S. International Traffic in Arms Regulations (ITAR) in Customer's receipt, use, transfer, modification, or disposal of Software. Customer acknowledges that any use, modification, or integration of the Software in or with defense articles or in the provision of defense services is not authorized by Archer, and that Archer will not provide warranty, repair, customer support, or other services in connection with such end uses. Customer certifies that any software, disk images, or other data provided to Archer in connection with the purchase of the Software will not contain technical data, software, or technology controlled by the ITAR or AECA, and that if Customer later returns the Software to Archer or grants Archer access to the Software, Customer will not include or otherwise make available to Archer any such technical data, software, or technology. Customer agrees to indemnify and hold Archer harmless for any liability, loss, damage, cost, expense, or penalty arising from Customer's non-compliance with the AECA, ITAR, or the provisions of this Section.

10. NOTICES. Any notices permitted or required under this Agreement and/or any SOW entered into hereunder shall be in writing, and shall be deemed given when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; (iii) by certified or registered mail, with proof of delivery; (iv) by facsimile transmission with confirmation of receipt; or (v) by email, with confirmation of receipt. Notices shall be sent to the address, facsimile number or email address set forth above, or at such other address, facsimile number or email address as provided to the other party in writing.

11. INDEPENDENT CONTRACTORS. The parties shall act as independent contractors for all purposes under this Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers

or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

12. MISCELLANEOUS. This Agreement and any SOW(s) entered into hereunder (i) shall constitute the complete statement of the agreement of the parties with regard to the subject matter hereof and (ii) may be modified only by a writing signed by authorized representatives of both parties. Except for the payment of fees, in accordance with GSAR Clause 552.212-4(f), neither party shall be liable under this Agreement or any SOW because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party. Archer shall not be liable under this Agreement or any SOW because of failure or delay in performing its obligations hereunder on account of Customer's failure to provide timely access to facilities, space, power, documentation, networks, files, software, and Customer personnel that are reasonably necessary for Archer to perform its obligations. Neither party may assign this Agreement to a separate legal entity, without the other party's written consent. Neither party shall unreasonably withhold or delay such consent; provided. Nothing herein shall limit Archer's right to assign to financial institutions its right to receive and collect payments hereunder. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement and/or an SOW, shall be null and void and of no legal force or effect. Nowaiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement and/or any SOW entered into hereunder is held unenforceable, the validity of the remaining provisions shall not be affected.
13. GOVERNING LAW. This Agreement is governed by the Federal laws of the United States. In each case, the applicability of laws shall exclude any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.
14. CUSTOM APPLICATION SUPPORT. If Customer elects to receive Custom Application Support for the Services provided by Archer to Customer, such Support shall be (i) provided pursuant to the terms and conditions set forth in Exhibit A hereto, and (ii) provided for the period specified in the applicable quotation.
15. TRAINING SERVICES. If Customer elects to receive Training Services provided by Archer, the terms and conditions set forth in Exhibit B hereto shall apply.

EXHIBIT A
CUSTOM APPLICATION SUPPORT

This Exhibit A to the Professional Services Agreement between Archer and Customer (the "Agreement") addresses Archer's provision of Custom Application Support. Any such support will be provided subject to the terms and conditions of the Agreement and those set forth herein. In the event of a conflict between the terms and conditions of this Exhibit and the terms and conditions of the Agreement, with respect to Custom Application Support, the terms and conditions of this Exhibit shall govern.

1. Definitions

- a. Any term not defined herein, but defined in the Agreement, shall be deemed to have that definition identified in the Agreement.
- b. "Custom Application Support" means a maintenance program offered by Archer on an optional basis which provides its customers with maintenance of custom software developed and/or delivered under a professional services agreement or other equivalent agreement. This optional maintenance program consists of the technical services described in Section 2 below.
- c. "Custom Application Support Fee" means the fee charged to Customer as quoted by an authorized Archer representative for provision of the Custom Application Support described herein, exclusive of any separate time and materials amounts attributed to additional support services which may be performed by Archer at the election of the Customer.
- d. "Error" shall mean any reported malfunction, error or other defect in the custom software that can be reproduced by Archer and constitutes a non-conformity from the applicable statement of work.
- e. "Maintenance Agreement" means an agreement executed by and between Customer and Archer which provides the terms under which Archer supports Customer's use of Archer's generally available products.
- f. "Severe Bug" or "S1 Bug" means a bug that causes a severe problem that prevents customer from performing business critical functions.
- g. "Enhancement" means an improvement to custom software that results in additional functionality, including upgrades to address patches and/or upgrades of, or other changes in, dependent products such as operating systems, server software, etc. not specifically identified in the Statement of Work.

2. Archer's Obligations. Prior to receiving Custom Application Support, a Customer must have executed and have paid all fees outstanding under the Maintenance Agreement. So long as this Exhibit and the Maintenance Agreement remain in effect, Archer shall provide the following services to Customer under the Custom Application Support program:

- a. Provide telephone consultation to Customer with respect to the custom software during the hours in which Customer receives support under the Maintenance Agreement. Calls for Custom Application Support should be directed to the applicable technical support centers listed at the following link: <https://www.archerirm.community/t5/general-support-information/customer-guide-to-archer-technical-support/ta-p/670586>
- b. Provide initial response within four (4) hours of Customer's report of all S1 Bugs.
- c. Isolate and verify S1 Bugs; and correct such S1 Bugs to the extent determined necessary by Archer.

In addition to the services described above, at the election of Customer, Archer may provide additional support on a separate time and materials basis to address and develop Enhancements and fixes for non S1 Bugs.

3. Customer's Obligations. In order to receive the Custom Application Support services described herein, Customer agrees to:

- a. Continue to subscribe to one of Archer's support offerings.

- b. Use reasonable efforts to ensure that reported S-1 Bugs have been isolated from the standard Archer products to confirm that the S-1 Bug is custom software related. Maintenance and support issues related to standard Archer products will be supported under the terms of a separate Maintenance Agreement between Archer and Customer.
 - c. Customer must provide, support and allow Archer access to all hardware and software necessary to provide Custom Application Support.
 - d. Identify a single point of contact familiar with the custom software that will be responsible for calling for support.
4. Limitations. Not included in the Custom Application Support services described herein are:
- a. Repair or replacement of custom software required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration or modification of the custom software by persons other than Archer or Archer authorized personnel; accident, fault or negligence of the Customer; operator error or improper use or misuse of the custom software; or causes external to the custom software, such as but not limited to failure of electrical systems, or fire or water damage.
 - b. Modification or replacement of the custom software due to incompatibilities in or failure of the custom software resulting from patches and/or upgrades of, or other changes in, dependent products such as operating systems, server software, etc. not specified in the Statement of Work.
 - c. Repair, alteration or replacement required due to modifications made to the custom software by persons other than Archer or Archer-authorized personnel, or the use of the custom software with software or equipment other than that for which the custom software was originally developed.
 - d. Maintenance support due to Customer's noncompliance of the provisions of Section 3 herein.
5. Payment and Term
- a. Payment of the Custom Application Support Fee shall be due net thirty (30) days from receipt date of Archer invoice.
 - b. The initial term of this Exhibit shall begin upon execution of the Agreement. Subject to Section 5(c), Custom Application Support may subsequently be renewed on an annual basis, by executing a written order.
 - c. Custom Application Support specifically excludes support for any version of the custom software released by Archer which has reached its "end of primary support" (EOPS) date, as determined by Archer. Each custom software deliverable will reach its EOPS date after a period of not less than thirty-six (36) months following the date of that deliverable's "General Availability" (or "GA" release date, as this term is generally understood in the software industry). This time period may be extended by Archer at its sole discretion. For certain custom software deliverables, Customers may enter into an Extended Support agreement for a period of one or two years to obtain Custom Application Support for custom software which has already reached its EOPS date.
 - d. If Custom Application Support expires or is terminated, and Customer subsequently seeks to reinstate Custom Application Support, Customer shall pay the cumulative (a) Custom Application Support Fees applicable for the period during which support lapsed; and (b) reserved.



INFORMATION SECURITY AND BUSINESS CONTINUITY PLANNING FOR ARCHER SAAS OFFERING, ARCHER ENGAGE, AND ARCHER INSIGHT

Any capitalized terms used but not defined herein shall have the meaning set forth in the agreement between Archer and Customer that references this document. Archer may review and update its security obligations in this addendum, provided that such updates shall not materially diminish the protections herein.

Organizational Security Measures

(see below for security measures specific to the Archer SaaS Service Offering)

A. Measures to ensure security of processing.

1. Entrance Control

Where appropriate, the following measures designed to prevent unauthorized persons from gaining access to data processing systems are used:

- Where visitors are permitted at data centers used to process customer-provided data, visitors must register the following information: full name of visitor; date and time of arrival; and purpose of visit;
- Data center access is granted on a least-privilege, and need-to-know basis;
- CCTV covers appropriate areas (e.g., entrances to data centers and other sensitive data center areas);
- The Archer corporate facility is secured by an access control system where access to the corporate facility is granted with an activated entry card or other appropriate technological measures; and
- Outside areas may be under video surveillance or under monitoring by a security service or under guard service.

2. Admission Control

Appropriate measures preventing unauthorized persons from using data processing systems.

- Access to Archer-controlled IT systems is granted only to users when registered under authorized usernames;
- Internal password policy aligns to NIST SP 800-63B guidelines, or its successor;
- Archer corporate policy includes automatic computer lock after a short, technologically enforced period, with renewed access to the PC only after new registration with a valid username and password; and
- Outside network access requires a two-factor-authentication.

3. Access Control

Appropriate measures to ensure that data cannot be read, copied, modified, or removed without authorization in the course of processing or use and after storage, are as follows:

- Access authorization is issued in respect of the specific area of work to which the resource is assigned (work roles); and
- Policy requires regular verification of access authorizations.

4. Separation Control

Appropriate measures ensuring that data collected for different purposes can be processed separately:

- Data of different controllers shall be processed separately; and
- Functional separation between test and production systems is employed.

B. Measures to ensure integrity of processing.

1. Transmission Control

Appropriate measures to ensure that data cannot be read, copied, modified, or removed without authorization during electronic transmission or transport are as follows:

- Encrypted data transfer when handling data and when accessing the company network;
- Monitoring of data transfer for suspicious traffic;
- Restrictive usage of Wireless LAN;
- Wireless networking is not leveraged in the provision of Archer cloud-based services;
- Restrictive remote access to Archer corporate network and systems (using two-factor-authentication);
- Where applicable, data media is disposed of in accordance with data protection policies by use of one or more of the following, as appropriate: safety containers and document shredders; physical destruction; erasure using industry standard processes; crypto shredding; or other approved disposition procedures; and
- Remote support (screen sharing) requires an affirmative action from the recipient of the screen share request.

2. Input Control

Measures to ensure the identity and authorization associated with input, access, modification, and removal of data with respect to data processing systems are as follows:

- When using relevant applications, access is automatically recorded; and
- Remote support (screen sharing) permits the recipient of the screen share request to terminate the support activity at any time.

C. Measures to ensure security, availability, and resilience of processing.

1. Subcontractors and background checks

No Processing according to Art. 28 GDPR shall take place without Controller's instructions, clear contract

drafting, formalized assignment management, strict vetting processes, and checks. In addition:

- Subcontractors are on-boarded using processes that entail risk assessment, and implementation of contractual terms entailing data protection, confidentiality, integrity, and availability obligations, as appropriate;
- Subcontractors are regularly reviewed for compliance; and
- To the extent legally permissible, Archer ensures that background checks are conducted on its employees and subcontractors at the onboarding stage.

2. Data protection measures

Measures to ensure that data is protected from accidental destruction or loss, are as follows:

- Where appropriate, anti-malware software is installed on applicable systems;
- Firewalls or equivalent technologies (e.g., AWS security groups) are used to protect Archer-controlled networks;
- Network segmentation is used where applicable and appropriate;
- Content filtration (e.g., proxies) are implemented for the Archer corporate network;
- Interruption-free power supply is required for all critical systems;
- Fire safety systems are in place where required by law; and
- Processes or mechanisms for handling emergencies and disasters are in place and communicated to personnel responsible for handling such.

3. Resiliency

Where appropriate, punctual peak demands or long-term high demands are reflected in the design of systems and services (e.g., memory, access, and throughput capacities, etc.) to ensure resilience and consistency of processing.

4. Incident Response

Corporate response capabilities related to cybersecurity incidents are in place to address incident scope, identification, assessment, response, and remediation, including notifications to regulators, controllers, and/or data subjects, as may be required.

5. Encryption at rest

Data is encrypted at rest using current industry standard encryption techniques, ciphers, and strengths.

6. Testing

Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of data processing are as follows:

- Corporate security policies are reviewed at least annually, with final review/approval provided by the Chief Information Security Officer.

Information Security Protections for the Archer SaaS Service Offering

1. ADHERENCE TO STANDARDS OF PROTECTION.

Archer will apply commercially reasonable efforts to carry out the following procedures to protect Customer Content. In fulfilling its obligations under this Exhibit, Archer may, from time to time, utilize methods or procedures ("Processes") similar to and substantially conforming to certain terms herein. Archer shall ensure that any such Processes are no less rigorous in their protection to Customer than the standards reflected in this Exhibit's terms set forth below and shall provide safeguards no less protective than those of the original terms of this Exhibit in all material respects.

For the avoidance of doubt, where Customer is purchasing an Archer Insight or Archer Engage Service Offering, all terms of this Exhibit 2 apply to the Service Offering(s), not to Incidental Software controlled by Customer; Customer acknowledges and agrees that it is responsible for all appropriate information security and business continuity concerns related to Customer's use of Incidental Software.

A. Definitions.

- (i) "Firewall" is an integrated collection of security measures used to prevent unauthorized electronic access to a networked computer system.
- (ii) "Encryption" is a process of using an algorithm to transform data into coded information in order to protect confidentiality.
- (iii) "Intrusion Detection Process" (or "IDP") is a method of reviewing system events and Processes in near real time and, without unreasonable delay, alerting management to known patterns of behavior that indicate an intrusion is occurring or is likely to take place soon.
- (iv) "Security Incident" means any loss of, or unauthorized or unlawful access to, acquisition of, use of, or disclosure of, Customer Content within the possession (e.g., the physical or IT environment) of Archer or any Authorized Person.
- (v) "Authorized Persons" means Archer's employees, contractors, or other agents who need to access Customer Content to enable Archer to perform its obligations under the Agreement, and who are bound by confidentiality and other obligations sufficient to protect Customer Content in accordance with the terms and conditions of the Agreement.

B. Breach Notification and Remediation.

In the event Archer becomes aware of a Security Incident, Archer shall, in the most expedient time possible under the circumstances, notify Customer of the Security Incident and shall, subject to applicable laws, regulations, or a governmental request, provide Customer with details to the extent available about the Security Incident, including how it occurred and how Archer will address the Security Incident. In the event of a Security Incident, Archer and Customer shall cooperate in good faith to resolve any privacy or data security issues involving Customer Content, and to make any legally required notifications to individuals affected by the Security Incident. In the event of an actual Security Incident involving Archer's systems or network, Archer shall:

- (i) **Breach Notification.** Within seventy-two (72) hours after the Security Incident notify Customer of the approximate date and time of the Security Incident and a summary of known, relevant facts and actions taken to rectify the Processes and address the Security Incident's effects.
- (ii) **Breach Remediation.** Promptly implement reasonable measures necessary to address the security of Archer's systems and the security of Customer Content. If such measures include temporarily restricting access to any information, network or systems comprising the Service Offering in order to mitigate against further breaches, Archer shall promptly notify Customer of the restricted access, in advance of such restriction when possible but in all cases as soon as possible under the circumstances. Archer shall cooperate in good faith with Customer to allow Customer to verify Archer's compliance with its obligations under this clause.

C. **Independent Control Attestation and Testing.**

Archer shall employ independent third-party oversight as follows:

- (i) **Attestation.** At least annually and at its own expense, Archer shall ensure that an audit of data center facilities where Customer Content is stored, processed, or transmitted by Archer is conducted according to appropriate industry security standards by an independent third party auditor and that such audit will result in the generation of an industry standard audit report (for example, SSAE-18 SOC 2, Type II, ISO 27001, or similar) ("Audit Report"). Upon Customer request and no more than once annually, Archer shall:
 - (i) make good faith answers to an industry standard security questionnaire; and
 - (ii) ensure that a copy of the most recent Audit Report pertaining to the Service Offering is available to customer. The availability of such Audit Report shall be made under a separate non-disclosure agreement mutually agreed upon by the parties.
- (ii) **Penetration Testing.** At least annually and at its own expense, Archer shall engage a third party testing service provider for network penetration testing of the infrastructure and systems used to provide the Service Offering and upon reasonable Customer request, Archer will provide a copy of the most recent executive summary pertaining to said testing.
- (iii) **Follow-up Inquiries.** For clarification and the avoidance of doubt, to the extent such information has not otherwise been made available to Customer, Customer has the right to request clarifying information related to: Audit Reports; Archer's good faith answers to previously-answered industry standard questionnaires; executive summaries of third-party penetration testing reports related to the Service Offering; vulnerabilities of which the public is generally aware (such as zero-day vulnerabilities); and questions posed by regulators in accordance with applicable law which are not addressed by the foregoing ("Follow-Up Inquiries"). Follow-up Inquiries must be made in writing by Customer, and Archer will use commercially reasonable efforts to respond to Follow-up Inquiries in a timely manner given the nature and scope of such Follow-up Inquiries. Notwithstanding the foregoing, in no event shall Archer be obligated disclose information Archer reasonably deems: Archer proprietary information; information beyond the scope of the Service Offering as it relates to Customer; or information related to an ongoing (i.e., not yet remediated) security concern where the disclosure of such information has the potential to lead to a Security Incident.

D. Data Security.

Archer shall use commercially reasonable efforts to carry out the following procedures to manage Customer Content as follows:

- (i) **Information Classification and Logical Separation.** If Customer discloses Customer's Content to Service Provider or if Service Provider accesses Customer's content as permitted by the Agreement, Customer Content shall be classified as Confidential and handled in accordance with the terms hereof. Archer will have no visibility at upload into the types of information stored on the Service Offering by Customer. Customer Content shall be logically separated such that there is no co-mingling of Customer Content with that of any other Service Provider customers.
- (ii) **Encryption of Information.** Industry-standard encryption techniques (for example, public encryption algorithms such as IDEA and AES) shall be used at cipher strengths no less than 256-bit or equivalent for Customer Content. Archer shall use industry standard authentication practices to authenticate parties and secure messages and/or communications involving Customer Content, where applicable.
- (iii) **Cryptographic Key Management.** Archer shall ensure that cryptographic keys are managed securely in accordance with control requirements and procedures which are consistent with industry best practices, and shall ensure that Customer Content is protected against unauthorized access or destruction. Archer shall ensure that if public key infrastructure (PKI) is used, it shall be protected by 'hardening' the underlying operating system(s) and restricting access to certification authorities.
- (iv) **Data Access; Transmission.** Archer shall make Archer-controlled applications and systems used to process or store Customer Content accessible only by those whose job responsibilities require such access. If transferred across the Internet, wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, Customer Content shall be protected using appropriate cryptography.
- (v) **Event Logging.** For systems directly providing the Service Offering to Customer, Archer shall maintain logs of key events that may affect the confidentiality, integrity, and/or availability of the Service Offering to Customer and that may assist in the identification or investigation of material incidents and/or security breaches occurring in relation to Archer systems. The logs shall be retained for at least 90 days and protected against unauthorized changes (including, amending or deleting a log). Archer will monitor and log all system access to the Service Offering to produce a forensic trail that includes, but is not limited to, web server logs, application logs, system logs, and network event logs, as applicable to the Service Offering(s). Such logs are Archer confidential information but will be disclosed as necessary to comply with applicable law.

For Engage for Vendors, Engage for Business Users, and Archer Insight, where Customer utilizes Incidental Software (if any) in connection with the Service Offering(s), Customer is responsible for monitoring and logging the use of the Incidental Software that is under Customer's control.

- (vi) **Disposition of Customer Content.** In the event of termination of the Service Offering(s), Archer shall use industry standard techniques (such as those detailed by NIST 800-88) designed to prevent Customer Content from being exposed to unauthorized individuals as part of the decommissioning process.

E. Computer & Network Security.

Archer shall use commercially reasonable efforts to carry out the following procedures to protect Customer Content:

- (i) **Server Security.** Computer systems comprising the Service Offering shall be dedicated solely to the provision of the Service Offering and not used by Archer for development and/or testing unless required to fulfill obligations within this Agreement.
- (ii) **Internal Network Segment Security.** Data entering the Service Offering's network from external sources shall pass through Firewalls to enforce secure connections between internal and external systems.
- (iii) **External Network Segment Security.** The Service Offering's connections to the Internet shall (a) have appropriate security measures and controls applied, and (b) the Archer SaaS, Archer Engage, and Archer Insight Service Offerings include an IDP that monitors data within the external network segment and information coming to Firewalls. Archer's IDP shall be designed to detect and report unauthorized activity prior to entering the Firewalls. Archer shall disable unnecessary network access points.
- (iv) **Network and Systems Monitoring.** Archer shall actively monitor its networks and systems used to provide the Service Offering to detect deviation from access control policies and actual or attempted intrusions or other unauthorized acts.
- (v) **User Authentication.** Archer shall implement Processes designed to authenticate the identity of its system users through the following means:
 - i. **User IDs.** Each user of a system containing Customer Content shall be assigned a unique identification code ("User ID").
 - ii. **Passwords.** Each user of a system containing Customer Content shall use a unique password whose length, complexity, and age should be governed in accordance with industry best practices.
 - iii. **Two-Factor Authentication for Remote Access.** Remote access to systems containing Customer Content shall require the use of two-factor authentication.
 - iv. **Deactivation.** Archer User IDs shall be automatically deactivated after a technologically enforced number of unsuccessful log-in attempts. Interactive sessions shall be restricted or timed out after a technologically enforced period of inactivity. User IDs for Archer Personnel with access to Customer Content shall be deactivated promptly upon changes in job responsibilities that render such access unnecessary and during termination of employment.
- (vi) **Account Access.** Archer shall provide account access to Archer Personnel on a least-privilege, need to know basis.
- (vii) **Malware Protection.** Archer will install and run industry standard malware protection on all systems underlying the Service Offering. Anti-malware definition files shall be updated regularly in accordance with industry standards. For the avoidance of doubt, Customer remains responsible for protecting its own systems by installing, updating, and maintaining industry standard malware protection. For Engage for Vendors, Engage for Business Users, and Archer Insight, Customer is responsible for malware protection on all systems underlying the Incidental Software (if any) that is under Customer's control.

F. System Development.

(i) Development Methodology and Installation Process.

- i. **Documented Development Methodology.** Archer shall ensure that development activities for Archer-developed software used in the provision of the Service Offering are carried out in accordance with a documented system development methodology.
- ii. **Documented Deployment Process.** Archer shall ensure that new systems and changes to existing systems used in the provision of the Service Offering are deployed in accordance with a documented process.

(ii) **Testing Process.** Archer shall ensure that all reasonable elements of a system (i.e. application software packages, system software, hardware and services, etc.) shall be tested at all relevant stages of the systems development lifecycle before applicable system changes are promoted to the production environment.

(iii) **Customer Content in Test Environments.** Archer shall ensure that Customer Content is not used within Archer test environments without Customer's prior written approval.

(iv) **Secure Coding Practices.** Archer shall have secure development practices for itself and require the same of its subcontractors, including the definition, testing, deployment, and review of security requirements.

G. General Security.

(i) **Point of Contact.** Archer shall designate an account manager with whom Customer may coordinate as an escalation point beyond typical Service Offering customer support avenues available to Customer.

(ii) **Data Center Facilities.** The Service Offering shall be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physical environment secure from unauthorized access, damage, and interference. Archer will supply and maintain adequate heating/cooling; electrical power; server hardware; network infrastructure and bandwidth; physical security and access controls; and professional fire detection/suppression capability necessary to provide the Service Offering. Additional requirements specific to the data center facilities are:

- i. **Two-Factor Authentication.** Two-factor authentication shall be required for entry on access points that are designed to restrict entry and limit access to certain highly sensitive areas.
- ii. **Limited Internet Access.** Archer Personnel shall have access to external email and/or the Internet only to the extent required by job function in support of the Service Offering.
- iii. **CCTV Systems.** Closed circuit television (CCTV) systems and CCTV recording systems shall be used to monitor and record access to controlled areas.
- iv. **ID Badges.** Identification badges showing the bearer's name, photographic likeness and organization to which he or she belongs shall be issued and required at data center facilities at all times.

- v. **Visitor Procedures.** Procedures for validating visitor identity and authorization to enter the premises shall be implemented and followed, including but not limited to an identification check, issuance of a clearly-marked Visitor identification badge, host identity, purpose of visit, and recorded entry and departure times.
- (iii) **Change and Patch Management.** Archer shall use commercially reasonable efforts to ensure that changes (including but not limited to emergency fixes, application patches, firmware updates, and similar) to its applications and infrastructure associated with the Service Offering are tested, reviewed, approved, and applied using an industry standard change management process that accounts for risks to Archer, its customers, and other such factors as Archer deems relevant. During the Subscription Term, Archer reserves the right to make modifications, including upgrades, patches, revisions or additions to the Service Offering.
- (iv) **Archer Personnel.**
 - i. **Background Screening.** Archer shall perform background checks in accordance with Archer screening policies on all Archer employees and consultants who are or will be supporting the Service Offering under this Agreement, to the extent permitted by applicable law.
 - ii. **Training.** Archer Personnel involved in the provision of the Service Offering shall receive appropriate ongoing security awareness training. Such security awareness training shall be provided within one (1) month of Archer Personnel being engaged in the provision of the Service Offering or prior to Archer Personnel being given access to Customer Content.
 - iii. **Subcontractors.** Where applicable, Archer shall require subcontractors engaged in the provision of the Service Offering(s) (other than auxiliary services that facilitate the Service Offering(s) (e.g. guard service, media destruction, etc.)) to have in place and maintain a commercially reasonable business continuity program that complies with industry best practices.

2. BUSINESS CONTINUITY PLANNING.

Archer shall ensure that the Service Offering business continuity plan ("BCP") capabilities include, at a minimum, a secure contingency site containing the hardware, software, communications equipment, and current copies of data and files necessary to perform Archer's obligations under this Agreement.

A. BCP Requirements. The BCP shall:

- (i) address the relocation of affected Archer Personnel to contingency locations and the reallocation of work;
- (ii) require a remote contingency site with adequate security and capacity to provide the Service Offering in accordance with the obligations of this Agreement;
- (iii) require Processes designed to ensure that Customer Content and other data necessary for the performance of the Service Offering are automatically copied to a remote contingency site;

- (iv) include a description of the recovery process to be implemented following the occurrence of a disaster;
- (v) detail key resources and actions necessary to ensure that business continuity is maintained;
- (vi) include a forty-eight (48) hour recovery time objective ("RTO") in which the Service Offering shall be recovered following the occurrence of a disaster; and
- (vii) allow for the recovery of Customer Content at the remote contingency site in accordance with a twenty-four (24) hour recovery point objective ("RPO").

B. BCP Testing. At least annually and at its own expense, Archer will conduct a test of the BCP Plan. Upon reasonable request, Archer will provide an overview consisting of the date(s), scope, and outcome (on a succeed or fail basis) of the last test.

C. Backups. During the Term, Archer shall perform regular backups of Customer Content to assist Archer in recovery of the Service Offering(s) in the event of a Force Majeure event affecting the Service Offering(s). For Engage for Vendors, Engage for Business Users, and Archer Insight where Customer utilizes Incidental Software (if any) in connection with the Service Offering(s), Customer is responsible for backups of the Incidental Software that is under Customer's control. The retention period for such backups shall be in accordance with Service Provider's backup retention policies, and Customer remains responsible for reinstating backups to the extent loss of Customer Content is not caused by Service Provider.

D. BCP Activation.

(i) **Notification.** In case of a Force Majeure Event that Archer reasonably believes will impact the Service Offering or its ability to perform its obligations under this Agreement, Archer shall, to the extent possible, promptly notify Customer of such Force Majeure Event. Such notification shall, as soon as such details are known, contain:

- i. a description of the Force Majeure Event in question;
- ii. the impact the Force Majeure Event is likely to have on the Service Offering and Archer's obligations under this Agreement;
- iii. the operating strategy and the timetable for the utilization of the contingency site;
- iv. the timeframe in which Archer expects to return to business as usual; and
- v. crisis management escalations affecting Customer Content.

(ii) **Contact Points.** Archer Customer Support and/or Customer's Archer account manager shall coordinate with Customer's representative for the purpose of exchanging information and detailed, up-to-date status and on-going actions on and from the occurrence of a disaster. Customer shall make sure that its representative is at all times known to Archer Customer Support.