



Archer Product Notice

Archer® Suite ("Software") is sold by **Archer Technologies LLC** or the relevant **Archer Technologies LLC** sales subsidiary or affiliate ("Archer") to customers who order (1) directly from Archer under a signature-bearing agreement between Archer and customer, (2) under the terms of an agreement, which applicable agreements are currently at: <https://www.archerirm.com/company/standard-form-agreements> ("Standard Forms") that is between Archer and the entity making productive use of the Software, or (3) through channel partners under the Standard Forms that is between Archer and the entity making productive use of the Software (collectively the "Governing Agreement"). The information in this Product Notice is provided to further define the license and use rights and limitations for Archer Software.

Archer Software is sold via a unit of measure ("UOM") used to quantify the scope of license and use rights and applicable restrictions based on a particular licensing or right to use model for such Archer Software. Some Governing Agreements, schedules, or quotes refer to the UOM as a "license unit" or such other similar term. Use of Archer Software beyond the scope of the rights granted requires additional or modified license or use grants, and additional payment of applicable license or use and maintenance fees.

- **Concurrent.** Archer Software sold on a "per concurrent User" or "per concurrent client connection" basis means the maximum number of Users or client connections that may concurrently use or access the Archer Software.
- **Employees.** Employees are individuals who work for customer in any capacity, including but not limited to customer's agents, employees, consultants, and independent contractors.
- **Employee Count.** Archer products are priced to customers based on the total number of Employees in customer's organization identified on the quote or other ordering document.
- **Instance.** Archer Software sold on a "per Instance" basis means the maximum number of individual installations of an Archer Software application, or "Instances," customer may use at the same time in a production environment.
- **User.** Archer Software sold on a "per User" basis (sometimes referred to as a per "seat") basis means the maximum number of Users that may be authorized to use or access the Archer Software, regardless of whether such Users are actively using or accessing the Archer Software at any given time. Except as otherwise agreed in an applicable Governing Agreement, schedule, or quote, "User" means customer's Employees authorized by customer to use the Archer Software on customer's behalf to support customer's internal business purpose.

ADDITIONAL INFORMATION

Archer's right to collect System Data:

In certain circumstances, Archer collects data from customer installations and use of Archer products for purposes including but not limited to accurate billing of product usage and to maintain and improve Archer products ("System Data"). Specific information about Archer's collection and use of such System Data is detailed in the applicable product's documentation or Governing Agreement.

By proceeding with installing or using the applicable Archer Software, customer hereby consents and grants to Archer a license to collect System Data from customer's installation or use of the applicable Archer Software for Archer to use System Data for all reasonable and necessary purposes, including to assist Archer in improving customer's user experience and the applicable Software application and other Archer products and services. Archer does not collect or use personally identifiable information in the System Data. For on-premise and hosted deployments of Archer Software, customer may terminate Archer's collection of System Data at any time by, (i) for on-premise customers, disabling the System Data feature, in the applicable Archer control panel in the Software, or (ii) for hosted customers, by submitting a request to Archer to disable the System Data feature. Instructions to enable or disable the System Data feature are available in the applicable Archer Software's user guide.

Archer's right to use customer feedback related to Archer's Software:

For any feedback customer provides to Archer about Archer Software, products, and/or services, customer hereby irrevocably assigns to Archer all intellectual property rights customer may have in such feedback. If any rights in feedback are not assignable to Archer for any reason, customer hereby grants to Archer, its affiliates, and their successors a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, perpetual and irrevocable license, under all of customer's intellectual property rights in the feedback, for Archer and its affiliates to implement and use the feedback.

Additional terms applicable to Archer Software:

In the event the total number of customer's Employees exceeds the number set forth on the applicable quote or other ordering document at any time, Archer may require customer to make additional payment of applicable license or use and maintenance fees. If customer's Employee Count increases by more than five percent (5%) over the Employee Count identified on the quote or other ordering document, then customer agrees to promptly, but no later than thirty (30) days following the increase in Employee Count, purchase additional license(s) or use(s) to become compliant with such expanded Employee Count. Customer shall, upon Archer's request and not more than once every twelve (12) months, validate customer's Employee Count to Archer in writing.

For each one (1) Instance of Archer Software sold for production use, customer will receive the right to use:

- For Archer on-premise: two (2) additional Instances in non-production use.
- For Archer SaaS: two (2) additional Instances in non-production use.
- For Archer hosting services: one (1) additional Instance in non-production use.

Non-production use includes use for standby/development/disaster recovery. Fees for additional Instances (both production and non-production) will be quoted on request.

Customer's use of Archer Software shall be limited to the use cases identified on the quote or other ordering document in description of the Archer product as set forth in the Stock Keeping Unit ("SKU") reference, product description, or otherwise.

Archer may identify customer for reference purposes and use customer's logo in its marketing material.

If customer is purchasing any Archer Software on a term basis, the following provisions shall apply:

Notwithstanding anything to the contrary in the quote or the Governing Agreement(s), whether stated in a section entitled "Grant of License" or elsewhere, no perpetual licenses or rights to use are granted to customer for Archer Software.

No rights of termination for convenience will apply during the initial term or any renewal term and any provisions to the contrary in the applicable quote or Governing Agreement(s) will be deemed amended to give effect to this provision. The license or use rights granted hereunder shall not survive termination of the Governing Agreement(s) and such Governing Agreement(s) are deemed amended to give effect to this provision.

If customer is purchasing Archer SaaS, then the following provision shall apply:

Customer purchases an Archer SaaS base and additional (optional) use cases. Archer SaaS base contains the following foundational elements: Issues Management use case, Enterprise Apps, 50GB of storage (available across customer's Instances), and 2 ODAs. Each base option also contains an additional use case as detailed in the corresponding base SKU description on the Archer quote or ordering document.

If customer is purchasing Archer Cyber Risk Quantification service, the following terms only shall govern such purchase: the RiskLens Terms of Service, available at: <https://rsav3.risklens.com/authentication/login?resultUrl=tos/>.

If customer is purchasing Archer Third Party Security Risk Monitoring, the following terms only shall govern such purchase:

The RiskRecon Terms of Service available at: <https://www.archerirm.com/company/standard-form-agreements>.

If customer is purchasing CSRHub Content, the following terms only shall govern such purchase:

The CSRHub Terms of Service available at: <https://www.csrhub.com/sustainableproducts/termsfuse>

Archer Warranty

Product	Standard Warranty Period and Support Option	Initial Product Installation or Provisioning	Support Options during Maintenance Period	Customer Performed Tasks ¹
Archer On-Premise Software	90 days	Installation not included. Performed by customer or may be available for separate purchase.	Basic, Enhanced	Installation of subsequent Software Releases.
Archer SaaS	Duration of term as detailed in the Governing Agreement.	Performed by Archer.	Enhanced	Archer operations responsible for maintenance of SaaS environment.

1. Customer-performed tasks are product support tasks that customer is authorized by Archer to perform. Archer will provide diagnostic tools and documentation to enable customers to perform replacement of designated equipment and other service tasks.