



## Archer Suite Not-for-Resale Agreement

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

The use of the Archer SaaS Service Offering described herein is subject to and expressly conditioned upon acceptance of this Service Description and the Cloud Service Offerings Terms of Service.

This Service Description is subject to: (i) Terms of Service between Archer and Customer; or if the parties have no such agreement in place (ii) the Terms of Service currently located at <https://www.archerirm.com/company/standard-form-agreements>; 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 Service Description is a legally binding document between you (meaning the individual person or 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) 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 Service Description governs the 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 this 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.

This Archer Suite Not-for-Resale (“NFR”) Agreement (the “Agreement”) is made effective as of the date of last signature below (the “Effective Date”).

- 1. Archer Suite – NFR Instance.** Partners use of Archer Suite NFR Instance during the Term is subject to the limitations, restrictions, and terms and conditions of this Agreement. Partner acknowledges that the NFR Instance is not for Partner’s internal use, Partner’s day to day business operations, and not for resale or for use as a service bureau. Partner may use the NFR Instance for POCs, but only for end-user review of the concept, not for end-user use or testing. Partner may only use the NFR Instance for pilots, demos, or POCs to facilitate the sale of Archer’s Suite offering. Any ancillary features which are separately sku’ed are not

included.

The NFR instance is subject to the following restrictions:

- a. The term of the NFR Instance is as detailed on Archer's Quote (the "Term")
- b. Total Data Storage shall not exceed 12 GB.
- c. Partner will have access to all Archer Suite Use Cases.
- d. Partner will have access to 10 ODAs.
- e. Partner may use up to a maximum of 10 data feeds.
- f. Partner will be allowed a maximum of 6 instance refreshes per year.
- g. Access shall be provided in a non-Production Instance only.
- h. Archer shall {provide/populate} the demo master database with seed data.
- i. Under no circumstances should Partner use live data or Partner data in the NFR Instance.
- j. The NFR Instance is provided "AS IS" and any warranty or damage claims against Archer in connection therewith are hereby excluded.

## 2. Additional Terms and Conditions applicable to Archer On-Premise Software

- a. Archer grants Partner a license to use: (i) the Software solely for the authorized use in accordance with the terms of this Agreement, in particular Section 2. Such license commences on shipment and remains in effect for the Term, provided Partner complies with the Agreement. The foregoing licenses shall be non-exclusive, non-transferable, non-sub-licensable, temporary and limited. Partner shall not disclose the results of any comparative or competitive analyses, benchmark testing, infringement testing, or analyses of the Software to any third party. Partner shall not copy, provide, disclose or otherwise make available the Software in any form to anyone other than Partner's employees, agents, consultants or independent contractors ("Personnel"), who shall use Software solely in a manner consistent with this Agreement. Partner shall be fully responsible to Archer for the compliance of its Personnel herewith. Any new revision, update or replacement of the Software provided by Archer shall be governed by this Agreement.
- b. Ownership: Archer or its licensors or suppliers are the exclusive owners of the Software (including in each case any revisions, modifications and enhancements thereto) and any other specifications, documentation, ideas, knowhow, techniques, processes, inventions or other intellectual property that Archer or its licensors or suppliers may develop, conceive or deliver. Neither Partner nor any of its Personnel shall modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, reverse compile or otherwise reduce the Software to human readable form

## 3. Additional Terms and Conditions applicable to the Archer SaaS NFR Instance

- I. **Limited Use of the Service Offering.** Partner may use the Service Offering only (a) during the Term, (b) for Partner's use as detailed in Section 1 and (c) in accordance with this Agreement. To use the Service Offering Partner may be required to register and set up an authorized account with Login Credentials. Partner must keep Partner registration information accurate and complete during the Term.
  - a. Partner is responsible for (i) any use of the Service Offering that occurs under Partner's Login Credentials, (ii) Partner's Content, and (iii) Partner's users' compliance with the Agreement. If Partner becomes aware of any user's violation of the Agreement, Partner must promptly suspend that User's access to the Service Offering. If Partner becomes aware that any of Partner's Content, or any third-party content, violates this Agreement, Partner must promptly

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

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

II. **ACCEPTABLE USE.**

- a. **General Restrictions.** Partner 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; use the Service Offering (i) in a way prohibited by law or that would cause Partner or us to be out of compliance with applicable law, (ii) to violate any rights of others, (iii) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Service Offering or any other service, device, data, account, or network, (iv) to distribute spam or malware, (v) in a way that could harm the Service Offering or impair anyone else's use of it, (vi) in a way intended to work around the Service Offering's technical limitations, recurring fees calculation, or usage limits; (viii) use the Service Offering to create or enhance a competitive offering or for any purpose which is competitive to Service Provider; (ix) 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; (x) attempt to use or gain unauthorized access to Service Provider's or to any third-party's networks or equipment; (xi) 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 Partners or suppliers; (xii) transmit unsolicited bulk or commercial messages or intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; (xiii) restrict, inhibit, interfere or attempt to interfere with the ability of any other person, regardless of purpose or intent, 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.
- b. **Content Restrictions.** Partner 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 Partner does not have a right to upload into the Service Offering; or (f) is otherwise prohibited as specified in the Agreement
- c. **Uploading Content.** Partner acknowledges that uploading Partner's Content to the Service Offering does not constitute a disclosure of Partner's Content to Service Provider and, accordingly, the Confidentiality Section does not apply to Partner's Content.

- III. **Monitoring.** Service Provider monitors and collects configuration, performance, and usage data relating to Partner's use of the Service Offering: (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, and (iv) preventing or addressing service or technical issues); and (b) to improve our products and services, and Partner's experience. Partner must not

interfere with that monitoring. Service Provider will not access Partner's Content except as reasonably necessary to provide the Service Offering, or as required by law.

- IV. **Third-Party Content.** Where available, Partner may use third-party content, at Partner's option. If Partner chooses to use third-party content, Partner is responsible for complying with any terms that are presented to Partner when Partner 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.
- V. Partner may use the Service Offering Documentation provided with the Service Offering solely in support of Partner's authorized use of the Service Offering.
- VI. No service level commitment will apply to the Service Offering during the Term.
- VII. Service Provider may modify or terminate the Service Offering during the Term at any time.

VIII. **INTELLECTUAL PROPERTY OWNERSHIP.**

- a. **Ownership of Service Offering.** As between Partner 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. This includes any information Service Provider collects and analyzes about Partner's use of the Service Offering.
  - b. **Ownership of Partner's Content.** As between Partner and Service Provider, Partner retains all right, title and interest in and to Partner's Content and all Intellectual Property Rights in Partner's Content. Service Provider's rights to access and use Partner's Content are limited to those expressly granted in the Agreement.
- IX. The Service Description in Exhibit A is hereby incorporated into and made a part of the Agreement, and applies only to Archer SaaS and not to an on-premise Software Instance

4. **WARRANTY:** DURING THE TERM, Archer (INCLUDING ITS SUPPLIERS) PROVIDES THE SERVICE OFFERING “AS IS” AND MAKES NO EXPRESS WARRANTIES, WRITTEN OR ORAL, REGARDING SUCH SERVICE OFFERING. ALL OTHER WARRANTIES ARE SPECIFICALLY DISCLAIMED AND EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.
5. **LIMITATIONS OF LIABILITY:** 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 (“Dispute”). The terms of this Section are agreed allocations of risk constituting part of the consideration for Archer’s provision of the Service Offering to Partner 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 possibilities of the liabilities.
- A (1) **Limitations on Direct Damages.** Except for Partner’s violation of the restrictions on use of Service Offering 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 shall in no event shall exceed US \$50,000.
- A (2) **No Indirect Damages.** Except for Partner payment obligations (if any) and violation of Archer’s or its Affiliates’ intellectual property rights, neither Archer nor Partner 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.** Partner is solely responsible for its data.
- 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.
6. **CONFIDENTIALITY:**
- A. **Confidential Information:** As a result of the relationship entered into under this Agreement, the parties hereto acknowledge that they may from time to time require or gain access to information that is confidential or proprietary to one another. All information disclosed by a party hereunder that (a) is in writing and marked with an appropriately restrictive legend indicating the confidential or proprietary nature of the information, (b) is disclosed orally and reduced to a writing marked with an appropriately restrictive legend promptly after the oral disclosure, or (c) by its nature or under the circumstances of its disclosure should reasonably be understood to be confidential is referred to herein as “**Confidential Information.**” For avoidance of doubt, Partner shall treat the terms of this Agreement as Archer’s Confidential Information.
- B. **Obligations:** The receiving party (1) shall hold all Confidential Information in confidence; (2) shall use the Confidential Information only for the purpose of performing its obligations under this Agreement; (3) shall reproduce the Confidential Information only to the extent necessary for such purpose; (4) shall restrict disclosure of the Confidential Information to its Personnel; and (5) shall not disclose or cause to be disclosed the Confidential Information to any third party without prior written approval of the disclosing party, except as allowed under (4) above.
- C. **Exceptions:** The foregoing restrictions do not apply to Confidential Information that (1) is or becomes a part of the public domain through no wrongful act or omission of the receiving party; (2) was in the receiving party’s lawful possession before the disclosure as shown by written documentation obtained by the receiving party either directly or indirectly from the disclosing party; (3) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (4) is independently developed by the receiving party without reference to or reliance on the Confidential Information; or (5) the disclosing party agrees in writing is free of such restrictions. In addition, if the receiving party is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, then the receiving party shall, to the extent legally permissible, promptly notify the disclosing party in writing of such request(s) to enable the disclosing party to seek an appropriate protective order. If no such order is obtained within a reasonable prompt time, the receiving party may, without liability hereunder, disclose that portion of the Confidential Information that the receiving party’s legal counsel advises is legally required to be disclosed.

7. **PRODUCT MAINTENANCE:** Archer may provide revisions of Software and may provide support and maintenance for the Service Offering in accordance with Archer's then current terms during the Term : [https://www.archerirm.com/files/ugd/8a3f1d\\_0a60894d97d340df89f35a3037e6d1f0.pdf](https://www.archerirm.com/files/ugd/8a3f1d_0a60894d97d340df89f35a3037e6d1f0.pdf)
  8. **TRADE COMPLIANCE.** Partner's use of the Service Offering during the Term and access to related technology ("Materials") are for its own use, not for resale, export, re-export, or transfer. Partner 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. Partner represents and warrants that it is not the subject or target of, and that Partner 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. Partner 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 Partner's receipt, use, transfer, modification, or disposal of Software. Partner 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, Partner support, or other services in connection with such end uses. Partner 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 Partner later returns the Software to Archer or grants Archer access to the Software, Partner will not include or otherwise make available to Archer any such technical data, software, or technology. Partner agrees to indemnify and hold Archer harmless for any liability, loss, damage, cost, expense, or penalty arising from Partner's non-compliance with the AECA, ITAR, or the provisions of this Section.
  9. **MISCELLANEOUS:** Partner shall not assign this Agreement or any right or delegate any performance. This Agreement is the complete statement of the agreement of the parties with regard to the subject matter hereof and may be modified only by a writing signed by both parties. This Agreement is governed by the law of the Commonwealth of Massachusetts, excluding its conflict of law rules and The U.N. Convention on Contracts for the International Sale of Goods. In case of an inconsistent or conflicting term set forth on a Schedule, the Schedule shall control. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected. The relationship between Partner and Archer is solely that of independent contractors and not that of an agency, partnership, or joint venture. Neither party has the authority to represent or bind the other.
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## Exhibit A

### Service Description – Archer SaaS

#### \*\*\* IMPORTANT INFORMATION – PLEASE READ CAREFULLY \*\*\*

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 Partner generally known as “Archer SaaS” 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 Service Offering (as defined below) is performed by Archer in an environment which segregates Partner Content utilizing separate directories and databases such that there is no co-mingling of Partner Content. Service levels and operational procedures are standardized for all Partners.

#### 1. SCOPE OF SERVICES.

**A.** During the Term, Archer will provide the services through the World Wide Web described herein (the “**Service Offering**”) to Partner in accordance with the service levels set forth in Exhibit 1 hereof in order to allow Partner to access and use the Service Offering and as further described in Exhibit 1 attached hereto. Partner’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. Partner’s accepted order for the Service Offering will state which package is selected. Partner’s purchase will include a base package and any additional use cases, ODAs, storage, or instances as specified on the quote or ordering document.

There is no Incidental Software (as defined in the Terms of Service) in connection with the Archer SaaS Service Offering.

**B.** Account Access. Archer will deliver to Partner an application administrator user ID, password and other account information (“**Account Access Information**” or “Login Credentials”) necessary for Partner to access the Service Offering in accordance with this Agreement. Thereafter, Partner will create and manage Account Access Information for each authorized user of the Service Offering. Partner is responsible for all activity occurring under such Account Access Information and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Partner’s use of the Service Offering, including those related to data privacy, international communications and the transmission of technical or personal data.

#### 3. PARTNER RESPONSIBILITIES.

Partner will provide Archer with the cooperation, access, and detailed information reasonably necessary for

Archer 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 Partner. Archer will be excused from its failure to perform any obligation under this Service Description to the extent such failure is caused by Partner's delay or failure to perform its responsibilities under this Agreement. Partner shall use reasonable and appropriate safeguards to protect its Partner Content (as defined below).

#### **4. PARTNER CONTENT.**

**A. Ownership and License to Partner Content.** During the Term, Partner grants to Archer a limited, non-exclusive license to use the Partner Content solely for all reasonable and necessary purposes contemplated by this Service Description and for Archer to provide the Service Offering. Partner, not Archer, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Partner Content. Archer shall not be responsible or liable for any deletion, destruction, damage, or loss of any Partner Content that is caused by Partner. In the event this Service Offering and/or the Agreement is terminated (other than by reason of Partner's breach), and if Partner so requests at the time of termination, Archer will make available to Partner an industry standard file of most recent Partner Content within Archer's possession within thirty (30) days of termination.

**B. Restrictions on Storage of Regulated Data.** Archer's shall use reasonable and appropriate administrative, technical, and physical safeguards to protect the security, integrity and confidentiality of personal contact information that may be stored on the Archer's servers, such as name, address, telephone number, and/or e-mail address. However, Partner acknowledges and agrees that 1) the Service Offering is not intended or designed to securely host and store any "personal information" that is "sensitive" by nature or deemed "sensitive" by any applicable laws or regulations (such as social security numbers, credit card data, driver's license numbers, national ID numbers, bank account numbers, and health/medical information), and Partner shall not store any such information on the Service Offering, and 2) Archer will have no visibility into the types of information uploaded into or stored on the Service Offering by Partner.

#### **5. Archer OBLIGATIONS.**

##### **A. General.**

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.

##### **B. Application Upgrades.**

During the Term, Archer reserves the right to make modifications, including upgrades, patches, revisions or additions to the Service Offering subject to the terms set forth in Exhibit 1.

##### **C. Backup Management.**



During the Term, Archer shall perform regular daily and weekly data backups of Partner Content. All such data back-ups will be encrypted and stored off-site. Daily data backups will be stored/retained for thirty (30) days. Weekly data backups will be stored/retained for fifty-two (52) weeks.

**D. 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, Partner remains responsible for protecting its own systems by installing, updating, and maintaining industry standard malware protection.

**E. Capacity.**

Archer will provide appropriate capacity to support the Service Offering stated on Partner's accepted order.

**F. Logging.**

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. Such logs are Archer confidential information, but will be disclosed as necessary to comply with applicable law.