ARCHER APPLICATION HOSTING SCHEDULE

The use of the hosting services described herein is subject to and expressly conditioned upon acceptance of this Archer Application Hosting Schedule ("Hosting Schedule").

This Hosting Schedule is subject to: (i) the applicable License Agreement between Archer and Customer; or if the parties have no such agreement in place (ii)(a) the End User License Agreement for Archer Products and (ii)(b) the Maintenance Agreement for Archer Products both currently located at https://www.archerirm.com/company/standard-form-agreements; and (iii) the applicable ordering document covering the Customer's purchase of the Hosting Services from Archer or an Archer authorized reseller, the terms of which are incorporated herein by reference (collectively referred to the "Agreement").

This Hosting Schedule is a legally binding document between you (meaning the individual person or the entity that the individual represents that is subscribing to the Hosting Services for its internal productive use and not for outright resale ("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 Hosting Schedule governs Customer's use of the Hosting Services except to the extent all or any portion of the Hosting Services are subject of a separate written agreement set forth in a quotation issued by Archer.

By clicking on the "Agree" or "Accept" or similar button at the end of this Hosting Schedule, or proceeding with the use of the hosting services 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 Hosting Schedule shall govern the relationship of the parties with regard to the subject matter in this Hosting Schedule and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the word concerning the enforceability or validity of this Hosting Schedule.

If you do not have authority to agree to the terms of the Hosting Schedule on behalf of the Customer, or do not accept the terms of this Hosting Schedule on behalf of the Customer, click on the "Cancel" or "Decline" or other similar button at the end of this Hosting Schedule and/or immediately cease any further attempt to use the hosting services for any purpose.

ADDITIONAL TERMS AND CONDITIONS

This Hosting Schedule governs the performance by Archer of certain hosting services, as described herein, in relation to the Hosted Software licensed by Customer 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 Hosting Schedule, the terms of this Hosting Schedule shall prevail solely with respect to the subject matter hereof. Capitalized words used in this Hosting Schedule and not expressly defined herein will have the meaning stated in the Agreement.

The Hosting Services (as defined below) are performed by Archer in an environment which employs shared infrastructure while segregating customer data. Hardware infrastructure components, including but not limited to firewalls, load balancers, web servers, database servers, and storage equipment are shared across multiple customers. Customer data is segmented via the use of separate directories and databases such that there is no co-mingling of customer data. Service levels and operational procedures are standardized for all customers due to the shared nature of the platform. Archer's provision of the Hosting Services in this manner is generally referred to in the technology community as "Shared Hosting" or "Platform as a Service".

1.   SCOPE OF SERVICES.

A.   During the Term, Archer will provide the services described in Exhibit 1 attached hereto (the "Hosting Services") to Customer in accordance with the service levels set forth in Exhibit 2 hereof in order to allow Customer to access and use the software hosted by

Archer in connection with the Hosting Services and as further described in Exhibit 1 attached hereto (referred to herein as the "Hosted Software"). Customer's access and use of the Hosted Software will be subject to all those restrictions stated in the Agreement, as well as any such restrictions contained in the applicable ordering document covering the Hosting Services.

B.   Account Access. Archer will deliver to Customer an application administrator user ID, password and other account information ("Account Access Information") necessary for Customer to access the Hosted Software in accordance with this Hosting Schedule. Thereafter, Customer will create and manage Account Access Information for each authorized user of the Hosted Software. Customer 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 Customer's use of the Hosting Services, including those related to data privacy, international communications and the transmission of technical or personal data. Customer shall: (i) notify Archer immediately of any unauthorized use of any Account Access Information or any other known or suspected breach of security, and (ii) not impersonate another Archer user or provide false identity information to gain access to or use the Hosted Software.

2.   CUSTOMER RESPONSIBILITIES.

Customer will provide Archer with the cooperation, access and detailed information reasonably necessary for Archer to implement and deliver the Hosting Services, including, where applicable, (i) test time on Customer's computer systems and networks sufficient for Archer to provide the Hosting Services and (ii) 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 Hosting Schedule to the extent such failure is caused by Customer's delay or failure to perform its responsibilities under this Hosting Schedule. Customer shall use reasonable and appropriate safeguards to protect its Customer Data (as defined below).

3.   CUSTOMERDATA.

A.   Ownership and License to Customer Data.   As between Customer and Archer, Customer owns and will own all right, title and interest in and to any data provided by Customer to Archer in connection with Customer's use of the Hosting Services ("Customer Data"). During the Term, Customer grants to Archer a limited, non-exclusive license to use the Customer Data solely for all reasonable and necessary purposes contemplated by this Hosting Schedule and for Archer to provide the Hosting Services. Customer, not Archer, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Customer Data. Archer shall not be responsible or liable for any deletion, destruction, damage, or loss of any Customer Data that is caused by Customer. Archer reserves the right to withhold, remove and/or discard Customer Data upon 15 days prior written notice for any breach of this Hosting Schedule by Customer, including, without limitation, for any failure by Customer to pay any amounts due under this Hosting Schedule. In the event this Hosting Schedule and/or the Agreement 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 a file of all Customer Data within Archer's possession within thirty (30) days of termination.

B.   Restrictions on Storage of Regulated Data.   Archer 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 servers, such as name, address, telephone number, and/or e-mail address. However, Customer acknowledges and agrees that 1) the Hosting Services are 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, drivers license numbers, national ID numbers, bank account numbers, and health/medical information), and Customer shall not store any such information on the Hosting Services, and 2) Archer will have no visibility into the types of information uploaded into or stored on the Hosting Services by Customer.

4.   TERM AND TERMINATION.

A.   Term and Renewal. Unless otherwise terminated in accordance with the Agreement, the Hosting Services shall commence on the date Archer first provides Customer with the Account Access Information and will continue for the Term stated in the ordering document.

B.   Termination of the Agreement. This Hosting Schedule shall automatically terminate upon the termination of Customer's right to use the Software pursuant to the ordering document.

5.   WARRANTY.

A.   Hosting Services Warranty.   Archer warrants that such Hosting Services shall be performed in a workmanlike manner consistent with generally accepted industry standards and best practices of leading companies in the critical data storage and security industry. With the exception of any Service Level Credits which may be due to Customer pursuant to Exhibit 2 hereto, Archer's entire liability and Customer's exclusive remedy under the foregoing warranty shall be for Archer where possible to use commercially reasonable efforts to re-perform any nonconforming Hosting Services within a reasonable time, or if not possible or after reasonable efforts Archer is unable to perform the Hosting Services as warranted, Customer shall be entitled to recover the portion of the Hosting

Services fees paid to Archer that corresponds to the nonconforming Hosting Services.

B.   Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, Archer PROVIDES HOSTING SERVICES "AS IS" AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING 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.

EXHIBIT 1

HOSTING SERVICES

During the Term, Archer will provide Customer, through the World Wide Web, limited access to, and use of, the Hosted Software and Hosting Services described herein.

1.   HOSTED SOFTWARE.

Hosted Software means the Software licensed under the Agreement and hosted by Archer pursuant to this Hosting Schedule and which consists of those components stated in Customer's accepted order for Archer's application generally known as "Archer Archer eGRC Platform".

2.   HOSTING SERVICE PACKAGES.

The Hosting Services are offered in several package levels. Customer's accepted order for the Hosting Services will state which package is selected, along with the permitted Concurrent Users (1), Content Records (2), and Storage (3).

  (1) Concurrent Users: Refers to total permitted concurrent users.
  (2) Content Records: Refers to total permitted Archer application records.
  (3) Storage: Refers to total permitted storage (documents and database).

3.   Archer OBLIGATIONS.

A.   General.

Archer will supply and maintain adequate heating/cooling, electrical power, server hardware, network infrastructure and bandwidth necessary to provide the Hosting Services. While any Customer Data resides on any Archer server, Archer will provide technological measures, such as data encryption (SSL) for data transmission and computer server "Firewalls," in a commercially reasonable effort consistent with the level of protection provided by generally accepted industry standards and best practices of leading companies in the critical data storage and security industry to restrict access to Customer Data by unauthorized users.

B.   Application Upgrades.

During the Term, Archer reserves the right to make modifications, including upgrades, patches, revisions or additions to the Hosting Services subject to the terms set forth in Exhibit 2.

C.   Backup Management.

During the Term, Archer shall perform regular data backups of Customer Data. Such data back-ups will be encrypted, sent off-site to a secure location each business day, and stored/retained for one (1) year.

D.   Virus Protection.

Archer will install commercially reasonable malicious code detection software, to include virus detection and malware detectors, on all systems underlying the Hosted Software and Hosting Services and used to access, process or store Customer Data. In addition, all anti-virus definition files shall be updated regularly, and shall provide protection consistent with generally accepted industry standards and best practices of leading companies in the critical data storage and security industry. For the avoidance of doubt, Customer remains responsible for protecting its own systems by installing, updating, and maintaining industry standard malware protection.

E.   Hardware and Operating System Management.

Archer shall perform hardware maintenance, monitoring and problem resolution, and operating system maintenance, patching, upgrading, monitoring and problem resolution in accordance with the terms set forth in Exhibit 2.

F.   Capacity.

Archer will provide appropriate capacity to support the Hosting Services stated on Customer's accepted order.

G.   Disaster Recovery.

In the event of a Force Majeure Event, Archer will recover the Hosting Services and Customer Data within a forty-eight (48) hour period. Customer Data will be recovered from the latest nightly backup that is available.

H.   Audit Logging.

Archer will monitor and log all system access to the Hosting Services to produce an audit 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.

EXHIBIT 2

SERVICE LEVELS

This Exhibit 2 relates to the availability of the Hosting Services only. Application support for the Hosted Software (including software error correction, delivery of Updates, and Customer technical support) is provided separately and as further described in the Agreement and/or Customer's accepted order for the Software and associated maintenance services.

I.   SERVICE LEVELS FOR PRODUCTION ENVIRONMENT.

This Section I of Exhibit 2 applies to Hosting Services for any Hosted Software in Archer's production environment ("Production Environment"). The Production Environment comprises the applications, systems, software, and supporting infrastructure that customers access and use on an operational basis to execute their business processes via the Hosted Software. Hosting Services pertaining to development, user acceptance testing, pre-production staging, and the like are not part of the Production Environment and are, instead, part of the Non-Production Environment (as set forth in Exhibit 2, Section II).

1.   DEFINITIONS.

In addition to those defined terms stated in the Hosting Schedule and the Agreement, the following terms and definitions shall apply for the purpose of this Exhibit 2, Section I:

Term	Definition
At-Risk Amount	Twenty-five percent (25%) of the annual Hosting Services fee as prorated on a monthly basis (being the annual Hosting Services fee divided by 12), and which may be credited to Customer in the event where the applicable Service Level is not achieved.
Production Availability	In any given month, Potential Production Uptime less Production Downtime, divided by Potential Production Uptime, expressed as a percentage.
Production Downtime	The amount of time, measured in minutes, in a given month that the Hosting Services are not available in the Production Environment as a result of a Production Service Interruption.
Force Majeure Events	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.
Static Production Maintenance Window	The period of time every Sunday from 12:00am CST/CDT to 4:00am CST/CDT during which maintenance is conducted on the Hosting Services in the Production Environment. The Hosting Services may be unavailable in the Production Environment during this period.
Potential Production Uptime	The amount of time that the Hosting Services should be available in each month in the Production Environment, excluding the Static Production Maintenance Window and any Scheduled Production Maintenance Window(s). For example, the Potential Production Uptime in June in a year where June has 4 Sundays and no Scheduled Production Maintenance Windows would be calculated in minutes as (30 days x 24 hours x 60 minutes) – (4 Sundays x 4 hours x 60 minutes) or 42,240 minutes.
Scheduled Production Maintenance Window	Maintenance of the Hosting Services in the Production Environment 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 48 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.
Production Service Interruption	The unavailability of the Hosting Services in the Production Environment, or any material portion thereof, caused by, resulting from, or attributable to software, hardware, or equipment owned or controlled by Archer or its agents, except for the Static Production Maintenance Window and/or the Scheduled Production Maintenance Window(s).

Service Level Credits	The credits payable by Archer to Customer for a failure to meet the Service Levels, as set out in Section I.3 of this Exhibit 2.
Service Levels	The service delivery criteria established for the Hosting Services, as set out in Section I.3 of this Exhibit 2.
Weighting Factor	The percentages set forth in Section I.3 of this Exhibit 2.

2.   PRODUCTION HOSTING SERVICES INTERRUPTIONS.

A.   Measurement. Production Downtime is measured from the time Archer responds to a notification from Customer in connection with a confirmed Production Service Interruption to the time the Hosting Services are operational in the Production Environment.

B.   Exclusions.   Unavailability of the Hosting Services in the Production Environment shall not be considered a Production Service Interruption to the extent that it is caused by one or more of the following factors:

(i)   Customer's failure to perform its obligations under the Agreement;

(ii)   The written request or consent by Customer's representative to interrupt the Hosting Services in the Production Environment, specifically acknowledging that such interruption shall not count as Production Downtime, up to the amount of time set forth in such request or consent;

(iii)   Anything inside Customer's internal network, including, but not limited to, firewall configuration and bandwidth to internet, local area workstations, servers, software, and configuration; and

(iv)   Force Majeure Events.

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

3.   PRODUCTION SERVICE LEVELS AND MEASUREMENT.

A.   General.   Archer shall provide the Hosting Services in the Production Environment in a manner that meets or exceeds the requirements of this Section I.3 (the "Production Service Levels").

B.   Production Service Levels.   Archer's Production Service Level commitment for the Hosting Services Production Availability is 99.5% or higher, when calculated as average performance over a calendar month.

Service Metrics	Service Level	Weighting Factor
Hosting Services Production Availability	Less than 90% Production Availability	20%
	90.0 – 94.9% Production Availability	10%
	95.0 – 99.9% Production Availability	0%

C.   Service Level Credits.   If Archer fails to perform the Hosting Services in accordance with the Production Service Levels, Customer may request a credit on future charges payable under Customer's order for the Hosting Services and as calculated in Section I.3.E.

D.   Service Level Credit Calculation.   For any given month, in the event that Archer fails to meet any of the Production Service Levels, Customer may request the applicable Service Level Credit as follows:

Service Level Credits (in $) = (Weighting Factor applicable to missed Production Service Level) x At-Risk-Amount

The actual amount credited to Customer as Service Level Credits for any given month shall not exceed the At-Risk Amount for such month. Notwithstanding any other provision in this Hosting Schedule, or the Agreement, the Service Level Credits shall be Customer's sole and exclusive remedy for any breach of the terms of this Section I of Exhibit 2.

E.   Credit Request and Payment Procedures.   To receive a Service Level Credit, 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 Service Interruption and must be received by Archer within five (5) business days

after receiving the report described under Section I.4 below. If the Production Service Interruption 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.

To receive a report assessing Archer's performance against the Production Service Levels during the previous month, Customer (for logging/tracking purposes) must make a request by logging 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 Potential Production Uptime, Production Downtime, and Production Availability for the Hosting Services in the Production Environment.

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 Hosting Services and supporting infrastructure controlled or maintained by Archer per Section 3 of Exhibit 1; (ii) monitor the Hosting Services 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 2, should a Force Majeure Event result in a Production Service Interruption and a Non-Production Service Interruption (as defined in Section II of Exhibit 2), Archer will focus its efforts on restoring availability of the Hosted Services first to the Production Environment, and then to the Non-Production Environment.

II.   SERVICE LEVELS FOR NON-PRODUCTION ENVIRONMENT.

This Section II of Exhibit 2 applies to Hosting Services for any Hosted Software in Archer's non-production environment ("Non-Production Environment"). Consistent with generally accepted industry standards and best practices of leading companies in the critical data storage and security industry, the Non-Production Environment comprises the applications, systems, software and supporting infrastructure that customers access and use for development, user acceptance testing, pre-production staging, and the like.

1.   DEFINITIONS.

In addition to those defined terms stated in the Hosting Schedule and the Agreement, the following terms and definitions shall apply for the purpose of this Exhibit 2, Section II:

Term	Definition
Non-Production Availability	In any given month, Potential Non-Production Uptime less Non-Production Downtime, divided by Potential Non-Production Uptime, expressed as a percentage.
Non-Production Downtime	The amount of time, measured in minutes, in a given month that the Hosting Services are not available in the Non-Production Environment as a result of a Non-Production Service Interruption.
Force Majeure Events	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.
Static Non-Production Maintenance Window	The period of time every Sunday from 12:00am CST/CDT to 4:00am CST/CDT, during which maintenance is conducted on the Hosting Services in the Non-Production Environment. The Hosting Services may be unavailable in the Non-Production Environment during this period.
Potential Non-Production Uptime	The amount of time that the Hosting Services should be available in the Non-Production Environment in each month, excluding the Static Non-Production Maintenance Window and any Scheduled Non-Production Maintenance Window(s). For example, the Potential Uptime in June in a year where June has 4 Sundays and no Scheduled Non-Production Maintenance Windows would be calculated in minutes as (30 days x 24 hours x 60 minutes) – (4 Sundays x 4 hours x 60 minutes) or 42,240 minutes.
Scheduled Non-Production Maintenance Window	Maintenance of the Hosting Services in the Non-Production Environment 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 (but in no event less than 48 hours) before the commencement of such maintenance, which specifies the anticipated impact of such maintenance on availability, including duration.
Non-Production Service Interruption	The unavailability of the Hosting Services in the Non-Production Environment, or any material portion thereof, caused by, resulting from, or attributable to software, hardware, or equipment owned or controlled by Archer or its agents, except for the Static Non-Production Maintenance Window and/or the Scheduled Non-Production Maintenance Window(s).

3.   NON-PRODUCTION SERVICE LEVELS AND MEASUREMENT.

A.   General.   Archer shall use commercially reasonable efforts to provide the Hosting Services in the Non-Production Environment in a manner that meets or exceeds the requirements of this Section II.3 (the "Non-Production Service Levels").

B.   Non-Production Service Levels. Archer's Non-Production Service Level objective for the Hosting Services Non-Production Availability is 98.0% or higher, when calculated as average performance over a calendar month.

C.   Service Level Credits.   Customer acknowledges that Hosting Services in the Non-Production Environment are at-risk services given that they are in support of Customer development, user acceptance testing, pre-production staging, and preview(s) of upcoming Hosting Services changes to the Production Environment as defined in Exhibit 2, Section I. As such, Hosting Services provided in the Non-Production Environment are not eligible for credits on future charges as a result of any failure to meet or exceed the requirements of this Section II.3.

4.   GENERAL OBLIGATIONS.

Archer will use reasonable commercial efforts to: (i) protect the Hosting Services and supporting infrastructure controlled or maintained by Archer per Section 3 of Exhibit 1; (ii) monitor the Hosting Services and supporting infrastructure controlled or maintained by Archer for problems in the Non-Production Environment; (iii) identify root causes; (iv) correct problems; and (v) minimize recurrences of missed Non-Production Service Levels for which it is responsible. Notwithstanding anything to the contrary in this Section II of Exhibit 2, should a Force Majeure Event result in a Non-Production Service Interruption and a Production Service Interruption as defined in Section I of Exhibit 2, Archer will focus its efforts on restoring availability of the Hosted Services first to the Production Environment, and then to the Non-Production Environment.