

Archer SaaS Testing Environment Agreement

This Archer SaaS Testing Environment Agreement ("**TE**") (together with an Order Form, the "**Agreement**") is between the Archer entity set forth in an Order Form ("**Archer**") and the other party named in an Order Form ("**Partner**" or "**your**") (each a "**Party**", and collectively, the "**Parties**"), and is made effective as of the date of last signature to an Order Form referencing this Agreement (the "**Effective Date**"). By executing an Order Form, Partner agrees to the terms of this TE Agreement.

1. Archer Application Use. Archer grants Partner access to a non-production instance of a particular Archer software module specified in an order form (each, an "**Archer Application**") to build and test offerings developed by Partner that are complementary, as determined in Archer's sole discretion, to Archer Applications, and no other purpose, including but not limited to, day-to-day business operations, resale, internal use, or use as a service bureau. Partner's use of the Archer Application during the term set forth in an Order Form is subject to Partner's compliance with this Agreement. During the term of the Order Form, Archer reserves the right to make modifications to the Archer Application, including upgrades, patches, revisions, or additions.

2. Restrictions.

2.1. Limited Use of the Archer Application. To use the Archer Application, 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.

2.2. Partner Responsibilities. Partner is responsible for (x) any use of the Archer Application that occurs under Partner's login credentials, (y) Partner's Content, and (z) 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 Archer Application. If Partner becomes aware that 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 Archer as soon as possible. Partner may not impersonate another Archer user or provide false identity information to gain access to or use the Archer Application. If Archer reasonably believes a problem with the Archer Application may be attributable to Partner's content or to Partner's use of the Archer Application, Partner must promptly cooperate with Archer to identify the problem's course and to resolve the problem.

2.3. Documentation Use. Partner may use the Archer Application documentation provided with the Archer Application solely in support of Partner's authorized use of the Archer Application.

3. Acceptable Use.

3.1. General Restrictions. Partner shall not: (v) use the Archer Applications for Partner's day-to-day business operations or internal use, (w) resell or sublicense the Archer Application, (x) reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the software included with the Archer Application, or any part thereof; (y) use the Archer Application: (i) in a way prohibited by law or that would cause Partner or Archer 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 Archer Application or any other service, device, data, account, or network, (iv) to distribute spam or malware, (v) in a way that could harm the Archer Application or impair anyone else's use of it, (vi) in a way intended to work around the Archer Application's technical limitations, recurring fees calculation, or usage limits, (viii) use the Archer Application to create or enhance a competitive offering or for any purpose which is competitive to Archer as determined by Archer in Archer's sole discretion; (ix) perform or fail to perform any other act which would result in a misappropriation or infringement of Archer's intellectual property rights in the Archer Application; (x) attempt to use or gain unauthorized access to Archer's or to any third-party's networks or equipment; (xi) attempt to probe, scan or test the vulnerability of the Archer Application, or a system, account or network of Archer or any of Archer'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 Archer Application or a user's network, or cause a performance degradation to any facilities used to provide the Archer Application, (z) except for an Archer client or a prospective Archer client, publish, display, disclose,

copy the BTE Instance, or demonstrate any developed features or functionalities, including via screen sharing, for third parties, including but not limited to, your clients, partners, or any Archer competitor (collectively, the restrictions in this Section 3.1 (z), the "**Demonstration Restrictions**").

3.2. Content Restrictions. Partner shall not upload to the Archer Application any content that: (v) may create a risk of harm or any other loss or damage to any person or property; (w) may constitute or contribute to a crime or a tort; (x) includes any data that is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (y) contains any data that Partner does not have a right to upload into the Archer Application; or (z) is otherwise prohibited as specified in the Agreement.

3.3. Data Restrictions. The NFR instance is a non-production environment versus a production environment. Therefore, Partner shall not place any personal data, any medical data, any military related data, or any real data in the Testing Environment instance. The Testing Environment instance is not intended or designed to securely host and store any personal information (such as social security numbers, credit card data, driver's license numbers, national ID numbers, bank account numbers, and health/medical information). You shall only place synthetic or test data in the Testing Environment instance.

4. Monitoring. Archer monitors and collects configuration, performance, and usage data relating to Partner's use of the Archer Application: (a) to facilitate delivery of the Archer Application (such as (i) tracking entitlements, (ii) providing support, (iii) monitoring the performance, integrity, and stability of the Archer Application'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. Archer will not access Partner's Content except as reasonably necessary to provide the Archer Application, or as required by law.

5. 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. Archer 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.

6. Intellectual Property Ownership.

6.1. Archer Application Ownership. As between Partner and Archer, Archer owns all right, title, and interest in and to the Archer Application and any related Archer software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any information Archer collects and analyzes about Partner's use of the Archer Application.

6.2. Partner's Content Ownership. As between Partner and Archer, Partner retains all right, title and interest in and to Partner's Content and all Intellectual Property Rights in Partner's Content. Archer's rights to access and use Partner's Content are limited to those expressly granted in the Agreement.

7. WARRANTY. ARCHER PROVIDES THE ARCHER APPLICATION "AS IS" AND MAKES NO EXPRESS WARRANTIES, WRITTEN OR ORAL, REGARDING THE ARCHER APPLICATION. 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.

8. Limitations of Liability. ARCHER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE FEES YOU PAID US. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL ARCHER BE LIABLE TO PARTNER FOR LOST PROFITS OR BUSINESS OPPORTUNITIES, PARTNER'S LOSS OF USE OF THE ARCHER APPLICATION, 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.

9. Liquidated Damages. THIS AGREEMENT CONTAINS RESTRICTIONS ON SHARING THE ARCHER APPLICATION BECAUSE A VIOLATION OF THE DEMONSTRATION RESTRICTIONS WILL EXPOSE ARCHER'S NONPUBLIC INFORMATION AND RESULT IN IRREPARABLE AND SUBSTANTIAL HARM TO ARCHER. IT IS EXPRESSLY AGREED THAT THE AMOUNTS IN THE NEXT SENTENCE ARE LIQUIDATED DAMAGES PAYABLE UNDER THIS AGREEMENT AND DO NOT CONSTITUTE A

PENALTY AND THAT THE PARTIES, HAVING NEGOTIATED IN GOOD FAITH FOR SUCH SPECIFIC LIQUIDATED DAMAGES AND HAVING AGREED THAT THE AMOUNT OF SUCH LIQUIDATED DAMAGES IS REASONABLE IN LIGHT OF THE ANTICIPATED HARM CAUSED BY THE BREACH RELATED THERETO AND THE DIFFICULTIES OF PROOF OF LOSS AND INCONVENIENCE OR NON-FEASIBILITY OF OBTAINING ANY ADEQUATE REMEDY, ARE ESTOPPED FROM CONTESTING THE VALIDITY OR ENFORCEABILITY OF SUCH LIQUIDATED DAMAGES. FOR THESE REASONS, PARTNER AGREES TO PAY AS **LIQUIDATED DAMAGES** AN AMOUNT OF ONE MILLION DOLLARS USD TO ARCHER IF PARTNER BREACHES THE DEMONSTRATION RESTRICTIONS IN THIS AGREEMENT. PARTNER SHALL BE RESPONSIBLE FOR ALL OF ARCHER'S COSTS TO ENFORCE THIS CLAUSE. PARTNER IS ESTOPPED FROM CONTESTING THE VALIDITY OR ENFORCEABILITY OF SUCH LIQUIDATED DAMAGES.

10. Confidentiality.

10.1. Confidential Information. "Confidential Information" means any non-public or proprietary information of a commercial and/or technical nature 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, certain confidential and/or proprietary information related to technology and business activities, including but not limited to computer programs and software, all know-how, trade secrets, techniques, formulas, data, inventions, prototypes, techniques, specifications, procedures, processes, protocols, 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.

10.2. Exceptions. The foregoing restrictions do 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 lawful 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. . Nothing in the Agreement limits a Party's ability to seek equitable relief.

11. Product Maintenance. Archer may provide revisions of Software and may provide support and maintenance for the Archer Application in accordance with Archer's then current Support and Service Level Agreement terms during the term at: <https://www.archerirm.com/company/standard-form-agreements>.

12. Export Control. Archer and Client shall comply with the export laws and regulations of the European Union, the United States, and any other applicable jurisdictions in providing and using the Service Offering and any Professional Services or Support Services. Without limiting the foregoing, (i) each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Client shall not permit Authorized Users to access or use the Service Offering or any Professional or Support Services in violation of any export, embargo, prohibition, or restriction.

13. 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 regarding 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.