

ARCHER VELOCITY PARTNER AGREEMENT

This Archer Velocity Partner Agreement and any guidelines provided via Archer's partner portal (this "**Agreement**") is between Archer Technologies LLC, with a principal place of business at 13200 Metcalf Ave. Suite 300, Overland Park, KS 66213, United States ("**Archer**", "**we**", "**us**", or "**our**") and the individual or entity registering in the Archer Partner Portal ("**Reseller**", "**you**", or "**yours**").

This Agreement does not have to be signed to be binding. You agree to the terms of this Agreement by checking the box (or similar action) to accept the Agreement that is presented to you at the time you sign up. The date that you, or any person or entity acting on your behalf, perform the foregoing action shall be the "**Effective Date**" of this Agreement. Archer may reject your participation and any proposed orders for any reason or no reason in its sole discretion. The Parties agree as follows:

1. Definitions.

"**Affiliate**" means a legal entity that is controlled by, controls, or is under common Control with a related entity. "**Control**" means more than 50% of the voting power or ownership interests.

"**Archer Applications**" or "**Service Offerings**" means Archer's Software-as-a-Service or on-premise software offerings.

"**Basic Purchase Order Terms**" means, collectively, any one or more of the following terms specified by in a purchase order or similar document: (a) a list of the software subscriptions to be purchased; (b) the quantity of each of the software subscriptions ordered; (c) the requested subscription start date; (d) the unit price for each of the software subscriptions to be purchased; (e) the term of the software subscriptions purchased; and (f) the billing address. The term "**Basic Purchase Order Terms**" does not include any general terms or conditions of any purchase order which shall have no force or effect between the Parties. If there is a conflict between the Basic Purchase Order Terms and any similar terms in a quote, the terms of the quote shall control.

"**Brand Elements**" means the trademarks, service marks, names, logos, marketing collateral or similar materials provided by Archer for use under this Agreement.

"**Customer**" means an end user of the Archer Applications.

"**Customer Agreement**" means the Master Subscription Agreement or the End User License agreement at the Standard Forms Page here: <https://www.archerirm.com/company/standard-form-agreements>.

"**Distributor**" means an Archer partner who has been

accepted to the Archer Partner Program as a distributor and from which a reseller may obtain and resell Archer Applications.

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

"**Proprietary Rights**" means all patents, copyrights, trade secrets, methodologies, ideas, concepts, inventions, know-how, techniques, or other intellectual property rights of a party.

"**Services**" mean services provided by Archer or its designee to Customer and may consist of (i) services for the support and maintenance of Service Offerings ("**Support Services**"); or (ii) consulting, installation, implementation, or other services that are not Support Services ("**Professional Services**").

"**Statement of Work**" or "**SOW**" means a document agreed between Reseller and Archer containing specifications and other transaction-specific details of the Professional Services to be provided by Archer. An SOW may, among other things, be in the form of a long-form services specification or a short-form service description and Archer model number called a "**Service Brief**."

"**Territory**" means: each Customer Archer approves you to resell to.

2. Appointment; Restrictions.

2.1. Appointment. Upon Archer's written approval in its sole discretion and subject to Reseller's compliance with the terms of this Agreement, Archer hereby grants Reseller a non-exclusive, non-transferable, and non-sublicensable right to promote, advertise, market, and resell Archer's Applications and Services by purchasing them exclusively from an Archer Distributor directly to

Customers only in the Territory (unless otherwise required by law) and pursuant to a Customer Agreement.

2.2. Reseller Professional Services Responsibilities.

Before Archer is obligated to perform Archer's Professional Service obligations, the following must be true: (x) timely access to Reseller or Customer office accommodations, facilities, network, computer systems, and storage equipment, as the case may be, (y) 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 the delivery of the Services, and (z) Reseller's performing its specific obligations as described in any SOW, and, any assistance and support reasonably requested by Archer. If Reseller 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.

2.3. Appointment Restrictions. Reseller shall not, and shall not permit any third-party to: (p) sell, provide access to, distribute or sublicense the Archer Applications to a third party except as expressly authorized in this Agreement; (q) incorporate the Archer Applications into Reseller's products or services or resell the Archer Applications on a bundled, white-labeled, or OEM basis (but this does not prohibit Reseller from listing Archer Applications with Reseller or third-party products on a quote or invoice provided to Customers); (r) use the Archer Applications for Reseller's own benefit, or on behalf of, or to provide any product or service to, third parties (but this does not limit any separate Reseller access to Archer Applications under Section 12.1; (s) use the Archer Applications to develop a similar or competing product or service; (t) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Archer Applications, except to the extent expressly permitted by applicable law (and then only with prior notice to Archer); (u) modify or create derivative works of the Archer Applications; (v) copy any element of the Archer Applications; (w) remove, obscure or modify in any way any proprietary or other notices or

attributions in the Archer Applications, (x) use the Archer Applications in a service bureau, application service provider or similar capacity; or (y) disclose to any third party the results of any comparative or competitive analyses, benchmark testing or analyses of Service Offerings performed by or on behalf of Reseller or Customers, and (z) Reseller shall not, nor shall it permit any third-party to: (i) cause or permit the copying or reproduction of the Archer Applications or Documentation; (ii) translate, adapt, enhance, supplement, vary or modify the Archer Applications or Documentation; (iii) disclose the Archer Applications or Documentation to any third party; (iv) disassemble, decompile or reverse engineer the Archer Applications or create any derivative works based thereon; or (v) lease or enter into any time share or service bureau arrangement with respect to the Software. Without limiting the foregoing, Reseller may not market, advertise, or resell the Archer Applications through any online store, except to the extent such restriction is prohibited by applicable law.

2.4. Resale Restrictions. Reseller may not resell Archer Applications to Customers or third parties for further resale, redistribution, sharing, or transfer. Reseller shall not resell any Archer Applications except pursuant to orders directly with a Distributor in accordance with this Agreement (e.g., Reseller may not resell Archer Applications purchased from other Archer resellers). Reseller will not act as a sub-licensor or provider of the Archer Applications and has no right to rebrand, reframe, operate, or control the Archer Applications. However, as to each Customer, Reseller will be solely responsible for ongoing account-related activities such as billing, collecting fees, and issuing refunds.

2.5. Access to Archer Brand Elements. During the term of the Agreement, subject to this Agreement and any quality standards and usage guidelines that Archer specifically prescribes, Archer grants Partner a nonexclusive, nontransferable, royalty-free, revocable right to use Archer's Brand Elements solely in connection with this Agreement. At no time during the Agreement or after the Agreement terminates may Reseller (a) register or acquire any domain names that contain any terms that are the same or similar to Archer's Applications or Archer's domains, (b) challenge or assist others to challenge Archer's trademark rights in the Brand Elements or the

registration thereof, (c) attempt to register or acquire any trademarks confusingly similar to those in the Brand Elements, or (d) use the Brand Elements except as expressly permitted in this Agreement. Reseller acknowledges that any unauthorized use of Archer's Brand Elements will constitute a material breach of this Agreement.

3. Reseller Conduct. Reseller shall always represent Archer and the Archer Applications in a positive and professional manner. Reseller shall ensure that any personnel who will be performing activities under this Agreement, prior to such performance, have satisfactorily completed a background investigation, reasonable for the given role, and subject to applicable law. Reseller will not (a) disparage the Archer Applications, (b) represent itself as an agent or employee of Archer's, (c) engage in any misleading, deceptive, illegal, or unethical conduct in connection with its performance under this Agreement, or (d) make any representations, guarantees, warranties, or commitments regarding the Archer Applications: (i) in addition to or inconsistent with those in the product descriptions provided by Archer regarding the Archer Applications or (ii) on Archer's behalf. If Reseller breaches this Section 3, without limiting its other remedies, Archer may terminate this Agreement upon 10 days' prior notice.

4. Ownership. Neither Party grants the other Party any rights or licenses not expressly set forth in this Agreement. Archer Applications (including any content or information contained therein) and all copies thereof are protected by patent, copyright and other intellectual property laws and treaties. Archer and its suppliers have and will retain all rights, title and interest (including all patent rights, copyrights, trade secret rights, trademarks, service marks, related goodwill and confidential and proprietary information) in and to its Brand Elements (including all goodwill arising from their use), the Archer Applications, any underlying software and all copies, improvements, updates, modifications and enhancements of the foregoing (including any changes which incorporate any Feedback, as defined below), and Reseller does not acquire any rights of ownership in any of the foregoing. Notwithstanding any use of terms such as "purchase", "sale" or likewise hereunder, all Archer

Applications are offered by Archer on a license or subscription basis only. If Reseller provides Archer with feedback about the Archer Applications ("**Feedback**"), Archer may use the Feedback without restriction. For clarity, this use right applies to any Feedback Reseller submits to Archer that was originally provided to Reseller by a Customer. All Feedback is provided "AS IS".

5. Reseller Training Obligations. Reseller shall complete any training Archer makes available as soon as commercially practicable. Reseller shall be responsible for transportation and living expenses associated with Reseller's employees' attending any Archer training. Reseller's failure to comply with this clause shall entitle Archer to terminate this Agreement for cause upon prior written notice to Reseller.

6. Ordering by Reseller.

6.1. Purchasing. Reseller may register deals by logging into Archer's deal registration portal. Once a deal is registered, such deal will be routed for approval by Archer. Once approved by Archer, the assigned Archer Account Executive or Archer's Sales Operations team will create a quote and send it back to Reseller. Reseller may then issue a purchase order or similar document thereby making a binding purchase from Archer by Reseller subject to this Agreement. Pricing is as stated in a quote to Reseller from Archer. Each quote is valid for the period specified thereon. No terms and conditions other than the Basic Purchase Order Terms contained in any Reseller purchase order shall be binding on Archer, even if such purchase order or similar document is signed by Archer.

6.2. Customer Pricing; Collection. Reseller will independently determine the pricing at which it offers the Archer Applications to Customers. Reseller will be solely responsible for collecting all fees from Customers. Non-payment by any Customer will not relieve Reseller of its obligation to pay any fees to Archer. Archer reserves the right to cancel or suspend access to the Archer Applications regarding any Customer if it fails to receive payment from Reseller regarding such Customer.

6.3. Payment. Reseller shall pay Archer's invoices in full and in the same currency as the Archer invoice within thirty (30) days after the date of Archer's

invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate.

6.4. Delivery. Archer will deliver license keys, access keys, login, or other instructions for access to the Archer Applications directly to the Customer contact specified in Reseller's Order in accordance with our standard delivery procedures. Archer will not deliver any Archer Applications covered by an order to Reseller.

6.5. Taxes. Unless otherwise stated in writing, all prices are exclusive of value added tax and/or sales and goods tax and are further exclusive of all use, property, excise, withholding and like taxes, import duties, imposts, customs, and/or other applicable levies ("Taxes"). Payments to Archer shall be made without deduction for Taxes or shall be grossed up to provide Archer the same amount after such Tax as it would have received without the imposition of such Tax. Except for taxes on Archer's income, any tax that Archer may be required to collect or pay based upon the sale, use, licensing, or delivery of the Archer Applications shall be paid by Reseller to Archer upon invoice receipt.

6.6. Order Rejection. Archer may reject any order submitted by Reseller for any or no reason in its sole discretion.

7. Disclaimer. ARCHER APPLICATIONS, ANY SUPPORT, AND ALL OTHER SERVICES ARE PROVIDED HEREUNDER "AS IS". EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY NOR OR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, CONDITIONS, OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

8. 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, even if disclosed verbally. 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 Affiliates for the purpose of fulfilling its obligations or exercising its rights hereunder if 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.

9. Reseller Contracting with Customers.

9.1. Customer Agreement. Each Customer's access to and use of the Archer Applications and receipt of Services by Customer under this Agreement, is subject to the applicable Customer Agreement. Reseller is responsible for ensuring each Customer has agreed to the Customer Agreement, at or before such Customer's purchase or use of the Archer Applications, in a manner that is legally binding upon the Customer. Upon written request by Archer, Reseller shall promptly deliver to Archer evidence of each Customer's executed Customer Agreement. Reseller shall immediately notify Archer of any known or suspected breach of a Customer Agreement or other unauthorized use of the Archer Applications and to assist Archer in the enforcement of the terms of each Customer Agreement. Archer makes any warranties regarding the Archer Applications directly to the Customer as set forth in the Customer Agreement. For clarity, Reseller has no authority to

(and may not) alter, remove, or negotiate the terms of the Customer Agreement. The quantity of Software and any other usage restrictions and/or descriptions (e.g., 'pool' or 'enterprise' licensing arrangements) shall be accurately detailed and agreed upon between the Parties in the applicable quote issued by Archer. Notwithstanding anything herein to the contrary, Reseller's liability for a breach of this Section 9.1. shall be unlimited, and Reseller shall reimburse Archer for all of Archer's reasonable costs and expenses related to Reseller's breach of this Section 9.1.

9.2. Documentation. Archer hereby grants to Reseller a royalty-free, non-exclusive, non-transferable license to distribute the then-current, generally available Documentation to Customers in conjunction with the distribution of the applicable ordered Archer Applications solely for the purpose of supporting Customer's internal use of the applicable Archer Applications ordered.

9.3. Records; Audit. Reseller will maintain complete, clear, and accurate records of its transactions and performance under this Agreement, including evidence of each Customer's entry into the Customer Agreement. Upon 10 days' advance written notice, Reseller will permit Archer or its representative to audit Reseller's records to ensure Reseller's compliance with this Agreement. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact on Reseller's ordinary business activities. Reseller will maintain all records required under this Agreement for at least 3 years following expiration or termination of the Agreement.

10. Limitation of Liability.

10.1. Consequential Damages Waiver. EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW), NEITHER PARTY (NOR ITS AFFILIATES) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2. Liability Cap. EXCEPT FOR RESELLER'S PAYMENT OBLIGATIONS AND EXCLUDED CLAIMS, EACH PARTY'S (AND ITS AFFILIATES') AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS

AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY RESELLER TO ARCHER REGARDING THE ORDERS SUBJECT TO THIS AGREEMENT.

10.3. Excluded Claims. "Excluded Claims" means (a) Reseller's breach of Sections 2 & 3; (b) amounts payable to third parties by Reseller under Section 11; or (c) a Party's breach of Section 8.

10.4. Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 10 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. Indemnity.

11.1. Intellectual	Property	Infringement
Indemnification by Archer. Archer shall (i) defend Reseller from and against any and all third-party claims alleging that the Archer Applications infringe upon any patent or copyright enforceable in the country which Reseller resold the Archer Applications; and (ii) indemnify Reseller by paying the resulting costs and damages finally awarded against Reseller by a court of competent jurisdiction to the extent that such are the result of the third party claim, or paying the amounts stated in a written settlement negotiated and approved by Archer. If any portion of the Archer Applications becomes, or in Archer's opinion is likely to become, the subject of a claim of a third-party intellectual property infringement claim, Archer may, at Archer's option: (a) procure for Reseller the right to continue reselling the Archer Applications as is; (b) replace the Archer Applications with a non-infringing solution which does not materially impair the functionality of the Archer Applications; (c) modify the Archer Applications so that it becomes non-infringing; or (d) if none of the foregoing options are commercially practicable, then Archer may terminate the Agreement and shall refund any fees paid by Reseller to Archer for the remainder of the subscription or license term, as applicable, then in effect, and upon such termination, Reseller will immediately cease all use and reselling of the affected Archer Applications. This Section 11.1. states the entire liability and obligation of Archer,		

and Reseller's exclusive remedy, regarding any intellectual property infringement relating to Archer Applications.

11.2. Exclusions from Indemnity. Notwithstanding Section 11.1, Archer has no obligation under Section 11.1 above: (i) if Reseller is in material breach of this Agreement; or (ii) for any claim resulting or arising from: (ii)(a) any combination, operation or use of a Service Offering with any other products, services, items, or technology, including third-party products and open source software; (ii)(b) use for a purpose or in a manner for which the was not designed, or use after Archer notifies Reseller to cease such use due to a possible or pending claim; (ii)(c) any modification to the Service Offering made by any person other than Archer or its authorized representatives; (ii)(d) any modification to the Service Offering made by Archer pursuant to instructions, designs, specifications or any other information provided to Archer by or on behalf of Reseller or Customer; (ii)(e) use of any version of a Service Offering when an upgrade or newer iteration of the Service Offering made available by Archer would have avoided the infringement; (ii)(f) services provided by Reseller (including Claims seeking damages based on any revenue Reseller derives from Reseller's services); or (ii)(g) any data or information that Reseller or a third-party records on or utilizes in connection with the Service Offerings (collectively, the **"Excluded Intellectual Property Claims"**).

11.3. Reseller Indemnity. Reseller will defend, indemnify, and hold harmless Archer and its Affiliates against any third-party claim resulting or arising from: (i) Reseller's failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data that Reseller provides to Archer or its Affiliates, or with non-Archer software or other components that Reseller directs or requests that Archer or its Affiliates use with, install, or integrate as part of the Service Offerings or Services; (ii) Reseller's violation of Archer's or its Affiliates' proprietary rights; (iii) Reseller's misrepresentation of facts regarding an export license or any allegation made against Archer or its Affiliates due to Reseller's violation or alleged violation of applicable export laws; (iv) all claims asserted by a third-party against

Archer because of Reseller's failure to comply with its obligations hereunder or any acts or omissions of Reseller, or (v) the Excluded Intellectual Property Claims.

11.4. Mutual Indemnity. Each party shall defend and indemnify the other party against any third-party claim or action for personal bodily injury, including death, to the extent directly caused by the indemnifying party's gross negligence or willful misconduct while performing its obligations under this Agreement.

11.5. 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.

12. Reseller Access to Archer Applications.

12.1. Access Through Customer Accounts. If Reseller receives access to Archer Applications directly from a Customer (e.g., in Reseller's capacity as a contractor of Customer), then Reseller's access or use of any Archer Application on behalf of a Customer will remain subject to the applicable Customer Agreement between Archer and such Customer, with Reseller as an "Authorized User" (or other applicable end user) of such Customer under the Customer Agreement.

12.2. No Other Access; Separate Agreements. Except as expressly provided in this Section 12, Reseller receives no other access to the Archer Applications in connection with this Agreement. If Reseller purchases any Archer Applications for its own use, its use of such Archer Applications will be governed by the Customer Agreement between Reseller and Archer and not this Agreement.

13. Export Restrictions. Reseller shall comply with all relevant U.S. and foreign export and import laws in using the Archer Applications. Without limiting the foregoing, (a) Reseller represents and warrants that it is not, and that it will not market or resell the Archer Applications to any party that is, listed on any E.U. or U.S. government list of prohibited or restricted parties

or located in (or a national of) a country that is subject to an E.U. or U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country and (b) Reseller will not (and will not permit any of its users to) access or use the Archer Applications in violation of any U.S. export embargo, prohibition or restriction or with any information controlled under the U.S. International Traffic in Arms Regulations.

13.1. Reporting. Reseller is responsible for accurately reporting and providing all applicable export license, product classification information, End-User and end use statements, and destination control statements required by applicable customs, export controls, and sanctions laws.

14. Term; Termination.

14.1. Term & Termination. This Agreement takes effect on the Effective Date and continues until (i) a termination for a material breach by either Party that remains uncured after 30 days' written notice; (ii) it is terminated by either party by giving ninety (90) days' prior written notice; (iii) it is terminated by Archer under Sections 3 or 4 of this Agreement; or (ivii) Upon written notice, Archer may suspend Reseller's participation as a reseller for a breach of this Agreement or may terminate this Agreement if Archer ceases to offer the Archer Reseller Program or determines that termination is necessary to comply with laws or to avoid liability or harm to its services, reputation, Customers, or users.

14.2. Termination Effects. Upon any expiration or termination of this Agreement, Reseller will (a) cease to be an authorized reseller of Archer Applications, (b) immediately cease all advertising, marketing and other resale activities with respect to the Archer Applications, (c) cease use of the Archer Applications to the extent permitted under the Agreement, and any Brand Elements or other Archer resources provided under this Agreement and destroy any and all copies of such Archer Applications and Brand Elements, (d) immediately pay Archer any outstanding unpaid amounts, and (e) pay Archer the amounts, if any, which come due under any Order accepted prior to the date of termination as such amounts come due. In addition, upon any expiration or termination of this Agreement, each Party shall return or destroy (at the other Party's option) any Confidential Information of

the other Party in its possession or control, provided that each Party may maintain reasonable copies to the extent required by applicable law or for archiving purposes in accordance with its record retention policies.

14.3. Customer Agreements After Termination. Any Customer licenses granted, or subscriptions purchased prior to the termination of the Agreement, shall survive in accordance with the terms of the Agreement and Customer Agreement, provided that in no event may such licenses or subscriptions be extended or renewed without the prior written consent of Archer. The Parties agree to continue cooperating to carry out an orderly termination of their relationship, and to the extent a Customer desires to purchase Archer Applications (including renewals and increasing user tiers) following termination of the Agreement, Reseller will refer the Customer to Archer and fully cooperate with Archer in connection therewith. Archer will have no liability to Reseller of any type arising from termination of this Agreement in accordance with its terms. To the extent a Customer notifies Reseller or Archer that it wishes to terminate an order with Reseller prior to the end date as set forth in such order with Reseller in accordance with the Customer's terms with the Reseller, and purchase Archer Applications through another Archer reseller or Archer, then Reseller shall reasonably cooperate with Archer in transferring applicable access or other requisite rights to the Archer Applications under the terminated order to Customer or Customer's selected alternate reseller.

15. Compliance With Anti-Bribery Laws. Reseller understands the US Foreign Corrupt Practices Act, the UK Bribery Act, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (collectively, the "**Anticorruption Laws**") and their applicability to conduct in the Territory. Reseller shall not cause Archer to breach the Anticorruption Laws and shall comply with the Anticorruption Laws as if they were applicable to Reseller. Reseller shall accurately record in its books and records any and all expenses related to Archer business. Reseller represents that none of the officers, directors, shareholders, or beneficial owners of Reseller are government officials. All payments to Reseller by Archer will be by check or wire transfer and will be made payable to

Reseller as provided for in this Agreement. Reseller shall grant Archer reasonable access to Reseller's books and records and the right to audit them on a periodic basis, including if Archer has reason to believe Reseller may have violated any of the Anticorruption Laws. The terms of this Agreement may be disclosed to the relevant government authorities, if deemed appropriate by Archer. Reseller shall disclose in advance to Archer any future affiliation between Reseller and a government official. Reseller shall provide Archer with periodic certifications, in a form and manner acceptable to Archer, of compliance with the Anticorruption Laws as if Reseller were subject to those laws. Archer may terminate this Agreement if Archer has reason to believe that Reseller has breached any Anticorruption Laws. Reseller shall comply with United States and all other applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses, and clearances.

16. Miscellaneous.

16.1. Notices. Any notice by Archer to Reseller under the Agreement will be given: (a) by email to the email address associated with Reseller's account, if Reseller has subscribed to this method of receiving notices. Reseller shall send legal notices or other correspondence to Archer's physical address and via email at legalnotices@archerirm.com.

16.2. Entire Agreement. This Agreement constitutes the entire agreement between Reseller and Archer and supersedes all prior written agreements, arrangements, communications, and representations, unless the circumstances in Section 12.2 apply between Archer and Reseller.

16.3. Force Majeure. Except for fee payment, neither party will be liable for failure to fulfil its obligations during any period if performance is delayed or rendered impracticable or impossible due to circumstances beyond that party's reasonable

control.

16.4. Assignment. Reseller shall not assign this Agreement, a purchase order, or any right or obligation herein or delegate any performance without Archer's prior written consent, which consent shall not be unreasonably withheld. Any other attempted assignment or transfer by Reseller is void.

16.5. Governing Law. This Agreement is governed by the laws of the State of Delaware (excluding its conflict of law rules) and the federal laws of the United States. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

16.6. Waiver. Failure to enforce a provision of this Agreement will not constitute a waiver.

16.7. 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.

16.8. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, it shall be deemed omitted, and the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties shall replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

16.9. Survival. 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, payment of outstanding fees, confidentiality, indemnification, and liability shall survive.