

**Addendum
to the
Partner Agreement**

This addendum (the "**Addendum**"), effective as of the date of the acceptance mechanism below (the "**Addendum Effective Date**"), supplements the agreement governing Partner's resale or distribution, or both, of Archer's products & services, or both, as applicable (the "**Partner Agreement**") entered into, by and between either: (1) Archer Technologies LLC, or (2) the Archer entity as set forth in the Partner Agreement ("**Archer**") if different from Archer Technologies LLC, and the Partner listed on the signatory block below ("**Partner**"). Archer and Partner may be jointly referred to as the "**Parties**". Capitalized terms not otherwise defined in this Addendum shall have the meanings given to them in the Partner Agreement.

By clicking "I Agree" (or similar acceptance mechanism), the individual accepting this Agreement represents and warrants that: (a) they have read and understood this Agreement; (b) they have the full legal right, power, and authority to enter into this Agreement on behalf of Partner; and (c) by such acceptance, Partner and Archer are bound by the terms and conditions of this Addendum. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Addendum and Partner's entity must cease being a distributor or reseller, as applicable. Any continued distributing or reselling after these terms have been presented shall constitute acceptance by Partner.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. The following shall be added to the Partner Agreement:

1.1. "Basic Purchase Order Terms" means, collectively, any one or more of the following terms specified by Partner in a purchase order or similar document (each, a "**PO**"): (a) a list of the license or software subscriptions, or both, to be purchased; (b) the quantity of each of the license or software subscriptions, or both, ordered; (c) the requested license or subscription, or both, start date; (d) the unit price for each of the software subscriptions to be purchased; (e) the term of the license or software subscriptions, or both purchased; and (f) the billing address. The term "**Basic Purchase Order Terms**" does not include any general terms or conditions of any PO 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 an Archer quote or order from (each, as applicable, an "**Archer Ordering Document**"), the terms of the Archer Ordering Document shall control.

1.2. Notwithstanding anything to the contrary in the Partner Agreement, Archer and Partner agree:

1.2.1. If Partner issues a PO to Archer in response to an Archer Ordering Document (evidenced by the PO number and Archer Ordering Document matching), Partner has thereby made a binding purchase from Archer subject to the Partner Agreement, including the terms and conditions in the Archer Ordering Document. Pricing is as stated in an Archer Ordering Document issued to Partner from Archer. Each Archer Ordering Document is valid for the period specified thereon. No terms and conditions other than the Basic Purchase Order Terms contained in any Partner PO shall be binding on Archer unless otherwise agreed by the Parties in writing. PARTNER ACKNOWLEDGES THAT NO ARCHER PERSONNEL HAVE THE SIGNING AUTHORITY TO EXECUTE A PO AND ACCORDINGLY, THE NON-BASIC PURCHASE ORDER TERMS SHALL HAVE NO EFFECT ON THE PARTIES **EVEN IF SIGNED BY ARCHER**. Fulfillment by Archer against any Archer Ordering Document does not constitute acceptance of, or incorporate, any of Partner's terms and conditions in a PO other than the Basic Purchase Order Terms and does not serve to modify or amend the terms of this Addendum or the Partner Agreement.

1.2.2. If for any reason, the non-Basic Purchase Order Terms are deemed to form part of the Partner Agreement, the terms of this Addendum, the Partner Agreement, and any Archer Ordering Document, prevail over any of Partner's general terms and conditions of purchase regardless of whether or when Partner has submitted its purchase order or such similar terms.

This Addendum shall apply to all existing POs issued in response to an Archer Ordering Document upon Partner's acceptance. In the event of a conflict between the terms of the Partner Agreement and this Addendum, the terms of this Addendum shall supersede and govern. All other terms and conditions of the Partner Agreement remain unchanged and in full force and effect. This Addendum constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous statements of similar agreement between the Parties with respect to the subject matter hereof and may not be modified or otherwise amended except by further writing by an authorized representative of both Parties.