



Professional Services Terms & Conditions for Archer Governance, Risk, & Compliance Products

These Professional Services terms and conditions (together with a SOW, Professional Services SKUs in a quote, a Service Brief, and the schedules contained herein, collectively, the "**Agreement**") set forth the general terms and conditions under which Customer may engage Archer to provide certain professional, educational, operational, and technical services (the "**Professional Services**") to Customer on a project basis pursuant to a statement of work or quote (each, a "**SOW**") that will be entered into between Archer and Customer for each engagement.

1. Definitions. Any capitalized term not defined herein shall have the meaning set forth in the applicable SOW or quote.

1.1. "Archer" means the Archer entity set forth in a SOW.

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

1.3. "Service Brief" means a short form service description but does not include Professional Services provided on a subscription basis. Any reference to SOWs shall include Service Briefs when applicable.

2. Services.

2.1. Scope. Archer shall provide the Professional Services as described in a SOW. Professional Services may include advice and recommendations, but Customer agrees that all decisions whether to implement, in whole or in part, any advice, or recommendations, are at Customer's sole discretion. Archer is not providing legal or regulatory advice via any Professional Services.

2.2. Placement of Archer Personnel. Archer shall have sole discretion for decisions relating to personnel placement. Archer shall only utilize employees or contractors that are sufficiently qualified. If specific Archer personnel cease to perform due to illness, resignation, or any other reason, Archer shall use reasonable efforts to provide a substantially equivalent replacement as soon as reasonably possible. Customer's sole contact person responsible for liaising shall be the person identified by Customer as being responsible for the project. No employee/employer relationship is intended by either party or shall be established by any SOW.

2.3. Standard Workday. The standard workday is any eight (8) hour period of work between 8:00 AM and 6:00 PM local time, Monday through Friday, excluding public holidays at the Archer location providing Professional Services.

2.4. Customer Responsibilities. Customer agrees to provide Archer with the full cooperation it needs to perform the Professional Services. This includes timely access to Customer office accommodations, facilities, network, computer systems, and storage equipment. Customer also agrees to provide assistance and complete and accurate information and data from officers, agents, project sponsors, subject matter experts, and employees as Archer may reasonably request, in addition to suitably configured, licensed, and operational computer and storage products involved in delivery of the Professional Services. If Customer 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. Customer remains responsible for the physical and network security of Customer's environment. Customer shall also perform its specific obligations as described in the relevant SOW, and, if necessary, assist and support Archer in the provision of the Professional Services as reasonably requested by Archer, and shall provide all conditions in its business necessary for due performance of Professional Services by Archer.

3. Term; Termination.

3.1. Term. The term of this Agreement commences on the later date of execution of an applicable SOW and shall remain in effect unless terminated as provided below. Termination of this Agreement or any SOW shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees and expenses for all Services performed as of the date of termination.

3.2. Termination for Material Breach. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches the Agreement and fails to cure such breach within thirty days after receiving written notice of such breach. Notwithstanding anything to the contrary in any document between the parties, no agreement between the parties shall be terminable for convenience.

4. Proprietary Rights.

4.1. Customer Provided Materials. Customer grants Archer a non-exclusive, non-transferable right to use

Customer provided materials solely for the benefit of Customer in fulfillment of Archer's obligations under the SOW. Customer does not relinquish any of its rights in materials it provides for use by Archer in connection with the performance of Professional Services.

4.2. Reservation of Proprietary Rights. Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. Archer shall not be limited in developing, using or marketing services or products which are similar to the Professional Services provided hereunder, subject to Archer's confidentiality obligations to Customer, or performing similar Professional Services for any other projects.

4.3. Third Party Products. Customer agrees that it has all necessary rights and permissions to grant Archer access to third-party products that Customer provides for Archer's use in performing the Professional Services described in an applicable SOW.

5. 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 or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. 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 Affiliate 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).

6. Publicity. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this Agreement, without the prior written approval of the other, which approval shall not be unreasonably withheld; provided, however, that Archer may identify Customer for reference purposes.

7. Payment Terms. Archer shall submit invoices for fees and reimbursable costs and expenses and Customer shall pay each invoice in the manner specified in the applicable SOW. Customer shall also pay all related taxes and withholdings, except for those based on Archer's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to Archer. Unless Customer and Archer agree otherwise, Customer must pay all charges no later than 30 days after the date of invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate, except for charges then under good faith dispute as evidenced in a writing promptly sent by Customer to Archer prior to the payment due date. All fees are non-refundable and non-cancellable except as expressly provided in the Agreement.

8. Warranty; Disclaimer.

8.1. Warranty. Archer shall perform Professional Services in a professional and workmanlike manner. Customer's sole remedy for Archer's breach of the foregoing warranty shall be re-performance of the Professional Services free of charge.

8.2. Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARCHER (INCLUDING ITS SUPPLIERS) MAKES NO, AND HEREBY DISCLAIMS ALL, OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

9. Limitation of Liability. NEITHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES) THAT RESULT FROM OR ARE RELATED TO THE AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. IN ANY EVENT, EXCEPT FOR AMOUNTS OWED TO ARCHER BY CUSTOMER AS SET FORTH IN A SOW, THE AGREEMENT OR ANOTHER

DOCUMENT, THE AGGREGATE LIABILITY OF EITHER PARTY RELATED TO OR ARISING OUT OF THE AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNTS RECEIVED BY ARCHER FROM CUSTOMER RELATING TO PROFESSIONAL SERVICES HEREUNDER IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES. THE TERMS OF THIS SECTION ARE AGREED ALLOCATIONS OF RISK CONSTITUTING PART OF THE CONSIDERATION FOR ARCHER'S SALE OF PROFESSIONAL SERVICES TO CUSTOMER AND WILL APPLY EVEN IF THERE IS A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITIES. The limitations of liability in this Section shall not apply to Customer's violation of Archer's intellectual property rights.

10. Regular Backups. Customer is solely responsible for its data. Customer must backup its data before Archer performs any remedial, upgrade, or other work on Customer's systems. If applicable law prohibits exclusion of liability for lost data, then Archer will only be liable for the cost of commercially reasonable and customary efforts to recover the lost data from Customer's last available backup.

11. Notices. Any notices permitted or required under this Agreement and/or any SOW entered hereunder shall be in writing and shall be deemed given when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; (iii) by certified or registered mail, with proof of delivery; (iv) by facsimile transmission with confirmation of receipt; or (v) by email, with confirmation of receipt. Notices shall be sent to the address, facsimile number or email address set forth above, or at such other address, facsimile number or email address as provided to the other party in writing.

12. Independent Contractors. The parties to the Agreement are independent contractors. There is no relationship or partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13. Miscellaneous. This Agreement and any SOW(s) entered hereunder (i) shall constitute the complete statement of the agreement of the parties regarding the Professional Services, and (ii) may be modified only by a writing signed by authorized representatives of both parties. Except for the payment of fees, neither party shall be liable under this Agreement or any SOW because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party. Archer shall not be liable under this Agreement or any SOW because of failure or delay in performing its obligations hereunder on account of Customer's failure to provide timely access to facilities, space, power, documentation, networks, files, software, and Customer personnel that are reasonably necessary for Archer to perform its obligations. Neither party may assign this Agreement to a separate legal entity, without the other party's written consent. Neither party shall unreasonably withhold or delay such consent; provided, however, that such written consent shall not be required if (i) either party assigns this Agreement to a separate entity in connection with a merger, acquisition, or sale of all or substantially all of its assets with or to such other separate entity, unless the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other party. Nothing herein shall limit Archer's right to assign its right to receive and collect payments hereunder. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement and/or an SOW, shall be null and void and of no legal force or effect, even if signed by Archer. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement and/or any SOW entered hereunder is held unenforceable, the validity of the remaining provisions shall not be affected. Except for terms and conditions relating to intellectual property and Proprietary Rights, indemnification, warranties, disclaimers, and limitation of liability, if there is a conflict between the SOW and the terms of this Agreement, the SOW shall take precedence. Professional Services are provided as a separate and independent service to Customer even if offered together with a subscription to, or licensing of, Archer software in the same Archer quote. This Agreement and its termination for any reason has no force or effect on a licensing or subscription agreement between Archer and Customer for Archer's software. Any sections related to proprietary rights, payment of fees, confidentiality and non-disclosure, indemnification, and limitation of liability shall survive termination of this Agreement.

14. Governing Law. If the Archer contracting entity to this Agreement is: (1) Archer Technologies LLC, then this Agreement is governed by the laws of the State of Delaware and the federal laws of the United States, (2) Archer Technologies Ireland Limited, then this Agreement is governed by the laws of Ireland and in the jurisdiction of the Irish Courts. Conflict of law rules are expressly disclaimed. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

15. Custom Archer Application Support. If Customer elects to receive Custom Archer Application Support for the Professional Services provided by Archer to Customer, such support shall be (i) provided pursuant to the terms



and conditions set forth in the Custom Archer Application Support Schedule hereto, and (ii) provided for the period specified in the applicable quotation.

16. Training Services. If Customer elects to receive Training Services provided by Archer, the terms and conditions set forth in the Terms and Conditions Applicable to Archer Training Services schedule shall apply.



Custom Archer Application Support Schedule

This Custom Archer Application Support Schedule to the Agreement addresses Archer's provision of Custom Archer Application Support. Any such support will be provided subject to the terms and conditions of the Agreement and those in this Schedule. In the event of a conflict between the terms and conditions of this Schedule and the terms and conditions of the Agreement, with respect to Custom Archer Application Support, the terms and conditions of this Schedule shall govern.

1. Definitions.

1.1. Any term not defined herein, but defined in the Agreement, shall be deemed to have that definition identified in the Agreement.

1.2. "Custom Archer Application Support" means a maintenance program offered by Archer on an optional basis which provides its customers with maintenance of custom software developed and/or delivered under a professional services agreement or other equivalent agreement. This optional maintenance program consists of the technical services described in Section 2 below.

1.3. "Custom Archer Application Support Fee" means the fee charged to Customer as quoted by an authorized Archer representative for provision of the Custom Archer Application Support described herein, exclusive of any separate time and materials amounts attributed to additional support services which may be performed by Archer at the election of the Customer.

1.4. "Error" shall mean any reported malfunction, error or other defect in the custom software that can be reproduced by Archer and constitutes a non-conformity from the applicable statement of work.

1.5. "Maintenance Agreement" means an agreement executed by and between Customer and Archer which provides the terms under which Archer supports Customer's use of Archer's generally available applications.

1.6. "Severe Bug" or "S1 Bug" means a bug that causes a severe problem that prevents customer from performing business critical functions.

1.7. "Enhancement" means an improvement to custom software that results in additional functionality, including upgrades to address patches and/or upgrades of, or other changes in, dependent products such as operating systems, server software, etc. not specifically identified in the Statement of Work.

2. Archer's Obligations. Prior to receiving Custom Archer Application Support, a Customer must have executed and have paid all fees outstanding under the Maintenance Agreement. So long as this Schedule and the Maintenance Agreement remain in effect, Archer shall provide the following services to Customer under the Custom Archer Application Support program:

2.1. Provide telephone consultation to Customer with respect to the custom software during the hours in which Customer receives support under the Maintenance Agreement. Calls for Custom Archer Application Support should be directed to the applicable technical support centers listed at the following link: <https://www.archerirm.community/t5/general-support-information/customer-guide-to-archer-technical-support/ta-p/670586>

2.2. Provide initial response within four (4) hours of Customer's report of all S1 Bugs.

2.3. Isolate and verify S1 Bugs; and correct such S1 Bugs to the extent determined necessary by Archer.

3. In addition to the services described above, at the election of Customer, Archer may provide additional support on a separate time and materials basis to address and develop Enhancements and fixes for non S1 Bugs.

4. Customer's Obligations. To receive the Custom Archer Application Support services described herein, Customer agrees to:

4.1. Continue to subscribe to one of Archer's support offerings.

4.2. Use reasonable efforts to ensure that reported S-1 Bugs have been isolated from the standard Archer products to confirm that the S-1 Bug is custom software related. Maintenance and support issues related to standard Archer Applications will be supported under the terms of a separate Maintenance Agreement between Archer and Customer.

4.3. Customer must provide, support and allow Archer access to all hardware and software necessary to provide Custom Archer Application Support.

4.4. Identify a single point of contact familiar with the custom software that will be responsible for calling for support.

5. Limitations. Not included in the Custom Archer Application Support services described herein are:

5.1. Repair or replacement of custom software required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration or modification of the custom software by persons other than Archer or Archer authorized personnel; accident, fault or negligence of the Customer; operator error or improper use or misuse of the custom software; or causes external to the custom software, such as but not limited to failure of electrical systems, or fire or water damage.

5.2. Modification or replacement of the custom software due to incompatibilities in or failure of the custom software resulting from patches and/or upgrades of, or other changes in, dependent products such as operating systems, server software, etc. not specified in the Statement of Work.

5.3. Repair, alteration or replacement required due to modifications made to the custom software by persons other than Archer or Archer-authorized personnel, or the use of the custom software with software or equipment other than that for which the custom software was originally developed.

5.4. Maintenance support due to Customer's noncompliance of the provisions of Section 3 herein.

6. Payment and Term.

6.1. Payment of the Custom Archer Application Support Fee shall be due net thirty (30) days from the date of Archer's invoice.

6.2. The initial term of this Schedule shall begin upon execution of the Agreement. Subject to Section 5(c), Custom Archer Application Support may subsequently be renewed on an annual basis, unless Archer notifies Customer at least sixty (60) days before the expiration of the initial term or any renewal term of its intent not to renew Custom Archer Application Support.

6.3. Custom Archer Application Support specifically excludes support for any version of the custom software released by Archer which has reached its "end of primary support" (EOPS) date, as determined by Archer. Each custom software deliverable will reach its EOPS date after a period of not less than thirty-six (36) months following the date of that deliverable's "General Availability" (or "GA" release date, as this term is generally understood in the software industry). This time period may be extended by Archer at its sole discretion. For certain custom software deliverables, Customers may enter into an Extended Support agreement for a period of one or two years to obtain Custom Archer Application Support for custom software which has already reached its EOPS date.

6.4. If Custom Archer Application Support expires or is terminated, and Customer subsequently seeks to reinstate Custom Archer Application Support, Customer shall pay the cumulative (a) Custom Archer Application Support Fees applicable for the period during which support lapsed; and (b) the then-current reinstatement fee, as quoted by an authorized Archer representative, distributor or reseller.



Terms and Conditions Applicable to Archer Training Services Schedule

1. All materials provided by Archer University for training services are the property of Archer. Customer shall not duplicate such materials and shall only use the materials solely in conjunction with the training provided by Archer hereunder. Use of Archer On-Demand Training (e.g. Archer On-Demand Learning, On-Demand Labs and On-Demand Classroom training) is limited to a single user. Archer reserves all rights not expressly granted to Customer.
2. An order for training services is valid for a period of twelve months from the date of purchase (the "Term") and may not be combined with other discounts, offers or promotions.
3. Customer will be invoiced for Archer training at the time of order submission and expected to pay in accordance with Section 6 (Payment Terms) of the Agreement.
4. Training courses are non-cancelable and non-refundable. Changes to a course order will only be accepted in writing. If for any reason you wish to reschedule a training course your request must be received at least ten business days prior to the start date for the scheduled training course for which you registered. Full tuition will be charged for rescheduling requests received less than ten business days prior to the start date for the scheduled training course. The same rules apply to any virtually delivered training courses as well. Please note that once activated, any On-Demand training courses may not be substituted for another course, it will be viewed as delivered and consumed.
5. If Archer cancels or reschedules a public open enrollment course, you will be notified of such cancellation or rescheduling by Archer. Once notified you may request a refund, or you may reschedule your attendance. In no event will Archer be liable for nonrefundable travel arrangements if there is a course cancellation or rescheduling.
6. At the end of the applicable Term, any pre-paid, unused training shall expire and shall be forfeited. No refunds shall be provided based on any pre-paid unused training. All classes must be registered and attended during the Term; provided, however, if Archer cancels and reschedules a class past the "expiration date" of the Term, you may attend the next scheduled training class.
7. For Private Classroom (on-site courses), the customer shall provide a classroom which will allow sufficient space to accommodate the expected number of students (limit of ten (10) students per class), will support connection to the Archer University virtual lab environment (if applicable), table space for a computer for each student, a blackboard or whiteboard for instructor use, and an LCD projector for presentations and demonstrations. If space such as a conference room is being utilized as a classroom, it should be located in an area that affords minimal external distractions and noise. A proximity to services such as rest rooms and coffee/food service is also helpful; students tend to maximize their learning experience in a comfortable environment.
8. For courses delivered as a Private Classroom (on-site), one trip to the customer location is included in the price of the services. This trip may be up to five (5) days in duration. Any additional travel will require written approval by Customer and will be invoiced at actual cost.
9. Training Credits (TC's):
 - 9.1. Training Credits are a training currency which may be used to acquire educational products and services as offered by Archer University training.
 - 9.2. Training Credits may only be redeemed for Education Services provided directly by Archer.
 - 9.3. Training Credits are intended to be used within their applicable product line. Customer will need to submit a Change Request to support Training Credits use for training associated to other product lines.
 - 9.4. Training Credits are utilized by students belonging to a specific company site. Usage is tracked by the Archer Learning Management System and customers are accountable for tracking their own Training Credit usage.
 - 9.5. Training Credit may not be used for Education Subscription purchases.
 - 9.6. Training Credits are valid for a period of one (1) year from the original date of purchase and are non-refundable.
 - 9.7. Training Credits are only transferable within an individual company site.