

THESE SUPPORT & SERVICE LEVEL TERMS ARE BINDING ON CLIENTS THAT SIGN AN AGREEMENT WITH ARCHER INCORPORATING THEM.

Any capitalized terms used but not defined herein shall have the meaning set forth in the agreement between Archer and Client that references this document.

1. Definitions.

"Error" means any reported malfunction, error or other defect in the Archer Applications that can be reproduced by Archer and constitutes a non-conformity from the Archer Applications Documentation. Each Error will be assigned a severity level as further detailed in Section 3 below.

"Production Instance" means the computing environment for the SaaS Archer Applications allocated by Archer for Client to access and use when executing their production business processes.

"Non-Production Instance" means the computing environment for the SaaS Archer Applications allocated by Archer for Client to access and use when executing their business development and/or testing processes.

"Relief" means an intervention by Archer that restores Archer Applications' operations impacted by an Error. Examples may include without limitation: (i) a solution or workaround has been provided to resolve the Archer Application issue; (ii) Client's Production Instance is operational and Client is able to perform business critical operations that relate to the Archer Application; and/or (iii) the identified Error does not originate from the Archer Application.

"Service Request" means a ticket that has been opened, documented, and is being managed by Archer in response to Client's Error report.

2. Maintenance Services.

2.1. Enhanced Support Coverage. Clients who have an active Subscription will receive Enhanced Support Coverage which shall include:

2.1.1. Telephone Support on a 24 x 7 x 365 basis and web support (as described in Section 2.2.1 below), and in both cases for Error Severities 1 and 2 only.

2.1.2. Hours of support for Enhanced Support Coverage are subject to change by Archer upon prior written notice, and Archer supports Severity 1 and Severity 2 cases only on Saturday and Sunday.

2.2. Support Services. Except as otherwise provided in Section 2.3 below, all Support Services are provided remotely from Archer's premises as follows:

2.2.1. Web Support. Archer shall provide Client with access, through a separate registration process, where such resources are available, Archer's community offering Blogs, Discussion Forums, and Archer's online technical support knowledge database, offering Client the ability on a 24 x 7 basis (24 hours a day, seven days a week) to raise issues and monitor Service Requests. Archer's on-line Web Support resource is currently hosted at the following web address: <https://www.archerirm.community/>.

2.2.2. Telephone Support. Archer shall provide telephone support to Client. Archer's Telephone Support numbers are currently listed at: <https://www.archerirm.community/>.

2.3. Personalized Support Options. Clients may purchase the personalized support options described herein for an additional fee as set forth in an Order Form, and such personalized support options may be subject to additional terms located in a Service Brief, SOW, or similar document. In addition to designated support engineer support services specified below, all personalized support options include the following services: (u) Service Request review, reporting, and management; (v) monitoring and notification to Client of Service Request trends; (w) technical escalation management; (x) bi-annual on-site account reviews; (y) conference calls, scheduled as necessary, to discuss support-related matters; and (z) if the designated support engineer is unavailable, Client may access Archer's 24x7x365 Telephone Support.

3. Archer Application Error Severity Classifications and Service Request Resolution Process.

3.1. Software Support Service Level Objectives. Archer shall use reasonable commercial efforts to provide responses to Clients in connection with their use of the Archer Applications according to severity level. The table below sets forth Archer's targets for support responses to Archer Application Errors based on Severity Level:

Error Severity Classification	Examples	Initial Target Response	Target Work Effort	Target Communication Frequency	Support Level
S1: Critical – Severe problems preventing performance of critical business functions.	Production down, Production data loss, Production significant performance degradation.	1 hour (24x7)	Continuous 24x7 until Relief identified.	Continuous	Enhanced (24x7)
S2: High – Business functions can be completed, but performance is degraded or limited.	Functionality impaired, non-production is inoperative, Data Feed failing.	3 hours (24x7)	Daily, during Client business hours	Daily	
S3: Medium – Business functions are largely unaffected.	Encountering a non-critical problem or potential defect not considered extremely urgent.	4 hours (9x5)	Weekly during business hours	Once a week	
S4: Low – Minimal impact.	Examples: requests for information.	10 hours (9x5)	Every other week during business hours	Twice a month	

3.2. Archer Application Service Request Resolution Process.

3.2.1. Process. Archer handles all support Service Requests on a first-in-first-out basis. Archer shall prioritize all Errors according to their impact to Client using the severity definitions described in Section 3(a) above. Archer may upgrade or downgrade the severity of an Error depending on developments during the resolution process. For example, if available, a temporary resolution may be provided to mitigate the material impact of a given Error resulting in the reduction of the severity of a Service Request.

3.2.2. Escalation. If Client and Archer are unable to mutually agree upon a resolution plan for S1 and S2 Errors, then the parties shall meet to resolve the Service Request. Once the escalation process has been initiated, Archer shall provide Client with Service Request progress updates via phone or email on a mutually agreed upon schedule. Such progress updates shall include information about the Error description, daily progress, root cause (if known) and overall plan to resolve the Error.

4. Documenting Errors. Client shall use good-faith, reasonable efforts to isolate and document Errors to enable Archer to fulfill its obligations herein. Once a Service Request has been initiated, Client will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Client's Archer Application(s), Error(s) description, any error messages, and any requested support files.

5. Exclusions. Support Services specifically **exclude** support for any Errors caused by (r) operator error or use of the Archer Applications in a manner not in accordance with the Documentation; (s) use of the Archer Applications with software or products other than that for which the Archer Application was originally licensed; (t) Errors caused by any fault in the Client's environment, hardware, or in any software or products used in conjunction with the Archer Application but not provided by or approved by Archer; (u) any integration, modification, or repair of the Archer Applications made by any person other than Archer; (v) installation of any appliance, firmware, or operating system on the Archer Applications other than that provided by Archer; (w) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Archer Application specifications; (x) accident, misuse, neglect, or causes not attributable to normal wear and tear, (y) failure to use recommended infrastructure, and (z) failures due to custom objects and code alterations by Client. Where Archer, in its discretion, provides support to Client where an Error arises because of any of the foregoing, such support shall be subject to additional fees under the terms of a Statement of Work executed by Archer and Client.

Production Instance Maintenance Windows & Service Levels

Service Levels for Production Instance. This section of the Support and SLA Agreement applies to the Production Instance of Archer Applications, meaning the computing environment, applications, security, service level, and service level credits associated with Client's production instance allocated by Archer for Clients to access and use in execution of their production business processes ("Production Instance").

Archer Application	Maintenance Window
Static Production Maintenance Window	<p>For Clients purchasing the US or Canada Archer Application: The period every Sunday from 12:00am CST/CDT to 4:00am CST/CDT during which maintenance may be conducted on the Production Instance. The Archer Application may be unavailable in the Production Instance during this period.</p> <p>For Clients purchasing the APJ Archer Application: The period every Saturday from 12:00am AEST/AEDT to 4:00am AEST/AEDT during which maintenance may be conducted on the Production Instance. The Archer Application may be unavailable in the Production Instance during this period.</p> <p>For Clients purchasing the EMEA Archer Application: The period every Sunday from 12:00am GMT/GMT +1 to 4:00am GMT/GMT +1 during which maintenance may be conducted on the Archer Application in the Production Instance. The Archer Application may be unavailable in the Production Instance during this period.</p> <p>For Clients purchasing the Middle East (UAE) Archer Application: The period every Saturday from 12:00am GST to 4:00am GST during which maintenance may be conducted on the Archer Application in the Production Instance. The Archer Application may be unavailable in the Production Instance during this period.</p> <p>For Clients purchasing the India Archer Application: The period every Saturday from 12:00am to 4:00am IST during which maintenance may be conducted on the Archer Application in the Production Instance. The Archer Application may be unavailable in the Production Instance during this period.</p>
Static Production Maintenance Window for: Archer Engage; Archer Document Governance; and Archer Insight	<p>The period every Sunday from 12:00am CST/CDT to 4:00am CST/CDT and every Wednesday from 9pm to 11:59pm CST/CDT during which maintenance may be conducted on the Archer Application. The Archer Application may be unavailable during these periods.</p>
Scheduled Production Maintenance Window	<p>Maintenance of the Production Instance that cannot be conducted during the Static Production Maintenance Window, where Archer has provided notice to Client 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 24 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 Clients by scheduling any such Scheduled Production Maintenance Windows during low utilization periods whenever reasonably practical.</p>

Scheduled Production Maintenance Window for: Archer Engage; Archer Document Governance; and Archer Insight	Maintenance of the Archer Application that cannot be conducted during the Static Maintenance Window, where Archer has provided notice to Client as far in advance as reasonably practical (but in no event less than two business days for non-emergency maintenance and in no event less than 24 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 Maintenance Window to its Clients by scheduling any such Scheduled Maintenance Windows during low utilization periods whenever reasonably practical.
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Where Client utilizes Incidental Software in connection with the Archer Application, Client is responsible for all maintenance (including maintenance windows) of the Incidental Software that is under Client's control.

Production Instance interruptions.

1. Measurement. Production Downtime is measured from the Archer-confirmed commencement time of a Production Downtime event to the time the Production Instance is operational.

2. Exclusions. Production Instance unavailability shall not be considered Production Downtime to the extent that it is caused by one or more of the following factors (exclusions that apply to one product shall not preclude Client from obtaining service level credits for other Archer products): (n) Client's failure to update its integrations, library, plugin or any other software component provided by Archer for a supported version; (o) Client's failure to update internal credentials, prohibiting Archer's use (e.g., failure to update endpoint credentials); (p) factors outside Archer's reasonable control; (q) Client's use of a third-party service after Archer advised Client to modify the Archer Application, yet the Archer Application remained unmodified; (r) Client's attempts to perform operations that exceed prescribed quotas or that resulted from the Archer Application's throttling of suspected abusive behavior; (s) Client's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Client's use of the Archer Application in a manner inconsistent with the Archer Application's features and functionality or inconsistent with Archer's published Documentation; (t) Client's failure to perform its obligations under the Agreement; (u) the written request or consent by Client's representative to interrupt the Production Instance; (v) for Archer Engage and Archer Insight, problems with Client-controlled systems underlying Incidental Software used in connection with such Archer Applications; (w) for Archer Engage and Archer Insight, problems with Client-controlled systems underlying Archer Applications that Client runs on Client premises; (x) for Archer Engage and Archer Insight, problems with Client-controlled networks, firewalls, security devices, and other such systems required for communication between Client-controlled systems and such Archer Applications; and (y) force majeure events, or any other cause which is beyond the reasonable control of Archer; and (z) unavailability during a scheduled maintenance or emergency maintenance event. Archer makes no representations or warranties whatsoever regarding the availability of network connectivity between Client's IT systems to the Archer Application. Archer shall be solely responsible for establishing the extent to which Production Downtime is caused by one or more of the above factors.

Production Instance Service Level Standard and Measurement.

General. Archer's SaaS Production Instance shall have at least 99.5% monthly availability ("**Production Availability**"). Production Availability for each elapsed calendar month is calculated as follows:

M	=	Total number of minutes in the elapsed calendar month.
Y	=	Total minutes of: scheduled Production Maintenance Windows and Static Production Maintenance Windows within the elapsed calendar month.
N	=	Actual authorized Production Instance Availability in minutes for the elapsed month is calculated as: $N = [(M - Y) \times 99.5\%]$.
X	=	The number of minutes the Production Instance is authorized to not be available in the elapsed month, which is calculated as follows: $X = M - N$.
D	=	" Production Downtime " means the number of minutes in an elapsed month that Client's Production Instance is not available.

If $D > X$ for Client's Production Instance, Client qualifies for a service credit as follows:

If Archer fails to meet the Production Availability standard for Archer GRC, Archer Engage, or Archer Document Governance in any two months within a three month rolling period (beginning with the month in which the Production Availability standard first failed), then Archer shall issue to the Client a service credit in an amount equal to the percentage by which Archer missed the Production Availability standard of the total fees received for the Archer Application for each of the months during which such failures were measured. Service credits shall not exceed five percent (5%) of the total Fees received for the Archer Applications. Client must request a credit from Archer if a credit is due. The remedies specified in this section shall be Client's sole and exclusive remedies for the failure of Archer to meet its Service Availability obligations.

Archer Insight: During the Subscription Term, if Archer fails to meet the Production Availability standard in any three consecutive months, Client shall have the right to terminate Client's Subscription to the Archer Insight Application.

Credit Request and Payment Procedures. To receive a service level credit for Archer GRC or Archer Engage, Client (for logging/tracking purposes) must make a request by logging a client support request in the Archer Community (<https://www.archerirm.community/>). Each request in connection with this SLA must include the dates and times of the Production Downtime and must be received by Archer within five (5) business days after receiving the report described in the Service Level Reporting section below. If the Production Downtime is confirmed by Archer, service level credits will be applied within two billing cycles after Archer's receipt of Client's credit request. Credits are not refundable and can be used only towards future billing charges.

Service Level Reporting.

Archer GRC SaaS: A report assessing Archer's performance against the Production Service Levels during the previous month shall be available in the Archer Community (<https://www.archerirm.community/>) no later than the 20th day of the next month. Client (for logging tracking purposes) can access such report through the Archer Community. Archer shall measure and report on minutes of potential production uptime, Production Downtime, and Production Availability for Archer Applications in the Production Instance.

Archer Engage, Archer Insight, and Archer Document Governance: To receive a report assessing Archer's performance against the Production Availability commitment during the previous month, Client (for logging/tracking purposes) must make a client 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 Service Availability. Where Client utilizes Incidental Software in connection with the Archer Application, Client is responsible for all reporting related to the Incidental Software that is under Client's control.

Archer Obligations. Archer shall use reasonable commercial efforts consistent with generally accepted industry standards and practices to: (i) protect Client’s Production Instance and the Archer Engage and Archer Insight Archer Application, and supporting infrastructure controlled or maintained by Archer per Section 3 above; (ii) monitor the Archer SaaS Production Instance, and Archer Engage and Archer Insight Archer Application, 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 Archer is responsible. Notwithstanding anything to the contrary herein, should a force majeure event result in Production Downtime and Non-Production downtime, Archer will focus its efforts on restoring availability of the Archer Application first to the Production Instance, and then to the Non-Production Instance.

Maintenance Windows for the Archer Applications Non-Production Instance

“**Non-Production Instance**” means the computing environment, applications, and security associated with the Archer Application instances allocated to Client to use in execution of their business development, pre-production staging, testing, previewing upcoming Archer Application changes, or all the foregoing, processes. Accordingly, the Archer Application(s) provided in the Non-Production Instance are not eligible for credits on future charges.

Term	Maintenance Window
Static Non-Production Maintenance Window	<p>For Clients purchasing the US or Canada Archer Application: The period every Sunday from 12:00am CST/CDT to 4:00am CST/CDT, during which maintenance may be conducted on the Archer Application in the Non-Production Instance. The Archer Application may be unavailable in the Non-Production Instance during this period.</p> <p>For Clients purchasing the APJ Archer Application: The period every Saturday from 12:00am AEST/AEDT to 4:00am AEST/AEDT during which maintenance may be conducted on the Archer Application in the Non-Production Instance. The Archer Application may be unavailable in the Non-Production Instance during this period.</p> <p>For Clients purchasing the EMEA Archer Application: The period every Sunday from 12:00am GMT/GMT +1 to 4:00am GMT/GMT +1 during which maintenance may be conducted on the Archer Application in the Non-Production Instance. The Archer Application may be unavailable in the Non-Production Instance during this period.</p>
Scheduled Non-Production Maintenance Window	Maintenance of the Archer Application in the Non-Production Instance conducted at any time during the week that cannot be conducted during the Static Non-Production Maintenance Window, where Archer has provided notice to Client as far in advance as reasonably practical before the commencement of such maintenance, which specifies the anticipated impact of such maintenance on availability, including duration.