

Archer On-Promise Maintenance Agreement

1. Definitions. The Parties agree that unless otherwise defined herein, the existing definitions set forth in any applicable license agreement between Archer and Client shall apply to this Agreement to the extent such terms are used herein.

1.1. "Client Contacts" means identified Client personnel who are familiar with Client's software environment and will coordinate all technical support calls to Archer.

1.2. "Documentation" means the then-current, generally available, written user manuals and online help and guides for any Software provided by Archer.

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

1.4. "Product" means Software. Products do not include Evaluation Products.

1.5. "Production System" shall mean a computer system, including any Hardware where applicable, upon which the Software is installed and resident and which is used by Client for purposes other than development, quality, assurance, disaster recovery or testing.

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

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

1.8. "Software" shall mean the software licensed by Client under this Agreement, consisting of a series of instructions or statements in machine-readable, object code form only, including without limitation firmware incorporated in any Hardware.

1.9. "Software Release" means any subsequent version of Software that Archer makes generally available to its clients who are current on their Maintenance Services fees but does not mean new Software.

2. Maintenance Services.

2.1. Basic and Enhanced Support Coverage. Clients may purchase the following Maintenance Services:

2.1.1. "Basic Support Coverage" means telephone and web support.

2.1.2. "Enhanced Support Coverage" means Telephone Support on a 24 x 7 x 365 basis, with rapid resolution via a global network of support centers; and (b) Web Support, and for both (a) and (b), for Error Severities 1 and 2 only.

2.1.3. Hours of support for Basic Support Coverage and Enhanced Support Coverage are subject to change by Archer upon prior written notice.

2.2. Maintenance Services.

2.2.1. Except as otherwise provided in the Personalized Support Options section below, all Maintenance Services are provided remotely from Archer's premises as follows:

2.2.1.1. Web Support. Archer shall provide Client with access, through a separate registration process, to (i) for Clients who have licensed Archer Software and any other Archer product where such resources are available, such as Archer's community offering Blogs, Discussion Forums, and download of patches and bug fixes, and (ii) for all other Clients, 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, monitor Services Requests, and download patches and bug fixes. Archer's on-line Web Support resource is currently hosted at the following web address: <https://www.archerirm.community/>.

2.2.1.2. Telephone Support. Archer shall provide telephone support to Client. Archer's Telephone Support numbers are currently located at the following address: <https://www.archerirm.community/>.

2.2.2. In the performance of the Maintenance Services, Archer shall use good-faith, commercially reasonable efforts to aid in the diagnosis of, and correct, Errors in the Software; and

2.3. Software Operating System Upgrades. Clients who are current on payment of Maintenance Service fees, shall also receive the following software and hardware upgrades:

2.3.1. Software Upgrades. All Software Releases (including all Error corrections made available pursuant to this Agreement) that Archer in its sole discretion: (a) deems to be logical improvements to the Software; (b) make generally available to all licensees of the Software; and (c) does not separately price or market.

2.4. Personalized Support Options. Clients who pay for Enhanced Support Coverage, and who are current on payment of Maintenance Services fees, may purchase the Personalized Support Options described herein at an additional fee and such personalized support options may be subject to additional terms located in a

Service Brief, statement of work, or similar document. All Personalized Support Options include the following services: review, reporting, and management of Service Requests; Monitoring and notification to client of Service Request trends; Technical escalation management; Bi-annual on-site account reviews; Conference calls, scheduled as necessary, to discuss support-related matters; and Client may access Archer's 24x7x365 Telephone Support.

3. Software Error Severity Classifications and Service Request Resolution Process.

3.1. Software Error Severity Classifications. All Software Errors shall be classified by Archer as follows:

Error Severity	Definition	Examples
1 ("S1")	<i>Critical</i> – Severe problems preventing performance of critical business functions.	Production down, Production data loss, Production significant performance degradation.
2 ("S2")	<i>High</i> – Business functions can be completed, but performance is degraded or limited.	Functionality impaired, non-production is inoperative, Data Feed failing.
3 ("S3")	<i>Medium</i> – Business functions are largely unaffected.	encountering a non-critical problem or potential defect not considered extremely urgent.
4 ("S4")	<i>Low</i> – Minimal impact.	Examples: requests for information.

Software Support Service Level Objectives (SLOs). Archer will use reasonable commercial efforts to provide Clients with technical advice and assistance in connection with their use of the Software according to severity level. The table below sets forth Archer's targets for support responses to Software Errors based on Severity Level:

SUPPORT LEVEL	SEVERITY LEVEL	INITIAL TARGET RESPONSE	TARGET WORK EFFORT	TARGET COMMUNICATION FREQUENCY
BASIC (9 x 5)	S1	2 hours (9x5)	Continuous during business hours (9x5) until Relief identified	Daily
	S2	4 hours (9x5)	Daily, during Client business hours only	Once every 2-3 days (business day only)
	S3	8 hours (9x5)	Weekly during business hours	Once a week
	S4	12 hours (9x5)	Every other week during business hours	Once a month
ENHANCED (24 x 7)	S1	1 hour (24 x 7)	Continuous 24x7 until Relief identified	Continuous
	S2	3 hours (24 x 7)	Daily, during Client business hours*	Daily*
	S3	4 hours (9x5)	Weekly during business hours	Once a week
	S4	10 hours (9x5)	Every other week during business hours	Twice a month

* Available weekends and evenings per Client request

Software Service Request Resolution Process.

Process. Archer handles all Client 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.

Escalation. If Client and Archer are unable to mutually agree upon a resolution plan for S1 and S2 Errors, then the parties shall escalate the Service Request in accordance with Archer's escalation process. 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.

Client Obligations; 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 Software, description of Error, any error messages, and any requested support files.

Additional Exclusions.

Use. Maintenance Services specifically **excludes** support for any Errors caused by (i) operator error or use of the Software in a manner not in accordance with the Product Documentation; (ii) use of the Software with software and/or hardware other than that for which the Software was originally licensed; (iii) Errors caused by any fault in the Client's environment, hardware, or in any software used in conjunction with the Software but not provided by or approved by Archer; (iv) any integration, modification, or repair of the Software made by any person other than Archer; (v) installation of any appliance, firmware, or operating system on the Hardware other than that provided by Archer; (vi) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Product specifications, or failure of air conditioning or humidity control; (vii) accident, misuse, or neglect or causes not attributable to normal wear and tear, and (viii) failure to use recommended infrastructure. In addition, support excludes any Errors for which a correction is available in a subsequent Software Release than that currently operated by Client, and which has been made available to Client by Archer.

Supported Versions. Maintenance Services also specifically **excludes** support for any version of the Software released by Archer which has reached its "end of primary support" (EOPS) date, as determined by Archer. Each Software Release will reach its EOPS date after a period of not less than twenty four (24) months following the date of that Software Release's "General Availability" (or "GA" release date, as this term is generally understood in the software industry), unless another EOPS date is set forth at [Product Version Life Cycle for the Archer Suite¹](#). This period may be extended by Archer at its sole discretion. To continue to receive ongoing Maintenance Services hereunder for any Software Release which is beyond its EOPS date, Clients must upgrade to a currently supported Software Release. For certain Software Products, Clients may enter into an Extended Support agreement for a period of one or two years to obtain Maintenance Services for Software which has already reached its EOPS date. For additional information on Software EOPS dates and the availability of Extended Support agreements for such Software, please go to [Product Version Life Cycle for the Archer Suite²](#).

Lapsed Support Reinstatement. If the Maintenance Services expire or are terminated, and Client subsequently seeks to reinstate Maintenance Services, Client shall pay: (a) the cumulative Maintenance Services fees applicable for the period during which support lapsed; (b) the annual support fees for the current period; and (c) the then- current reinstatement fee, as quoted by an authorized Archer representative, distributor, or reseller.

¹ <https://www.archerirm.community/s/login/?ec=302&startURL=%2Fs%2Farticle%2FProduct-Version-Life-Cycle-for-the-Archer-Suite573322>

² Same as previous.