

This End-User Agreement (the "**Agreement**") is between Archer Technologies LLC, a Delaware LLC, ("**Archer**"), as licensor, and you ("**you**" or "**your**"), as licensee, for your use of Archer for Microsoft Teams Application - an integration connector between Archer and Microsoft Teams ("**Archer for Microsoft Teams Application**").

Please carefully read this Agreement before accessing Archer for Microsoft Teams application. This Agreement governs your access to and use of Archer for Microsoft Teams Application. By using Archer for Microsoft Teams Application, you consent to all the provisions of this Agreement without limitation or qualification, even if another document between the parties says "click-through" "browse-wrap" and like agreements have no force or effect between the parties. You acknowledge and agree that your use of Archer for Microsoft Teams application shall constitute your assent to this Agreement and is intended to and shall contractually bind you to the terms of this Agreement, in the same manner and to the same extent as a contractual writing memorialized and executed by You and Archer in a non-electronic medium.

On the continuing condition that you always comply with all the obligations of this Agreement, and for the duration of your subscription for access to the Archer for Microsoft Teams Application, Archer hereby grants you a limited, worldwide, revocable, nonexclusive, permission to access and use Archer for Microsoft Teams application as an end-user. By entering into this Agreement, you represent and warrant that you have the authority to bind your employer to this Agreement. If your access is owned, controlled, or operated by or on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, in which case the terms "you" shall refer to such entity and its affiliates. If You do not have such authority, or if you do not agree to the terms herein, you must not accept this Agreement or use the Archer for Microsoft Teams Application.

Definitions.

The following terms, as used herein, have the following meanings:

"Account" means the profile and registered login of a user within Archer's software owned by Archer Technologies LLC.

"Archer for Microsoft Teams application" means the software component, a plug in, owned by Archer and made available by Archer through Archer as licensing agent for the integration between Archer's software and Microsoft Teams.

"Archer for Microsoft Teams Application Data" means the information introduced and processed via Archer for Microsoft Teams application, including the data resulting from utilization of Archer for Microsoft Teams application.

"Personally Identifiable Information" means information that could reasonably be used to identify any person or information about them.

"Software" means individually each, and collectively all, of the computer code that constitutes Archer for Microsoft Teams application, System Upgrades and interfaces made available to users by Archer in connection with Archer for Microsoft Teams application.

"System Upgrades" means corrections, bug fixes, patches, improvements, new releases, new versions, updates, enhancements or other modifications to the Software.

Scope of Use.

By agreeing to these terms of use, you are licensed to access and use the Archer for Microsoft Teams Application for the integration between your access to Archer's commercially available SaaS software and the Microsoft



Teams software Application, owned by Microsoft. If applicable in the Archer for Microsoft Teams application, your use of any third-party services and plug-ins will be governed by Your agreement with the third party and Archer is not responsible for the actions of the third party.

Operation.

You shall not permit access to, or use of, Archer for Microsoft Teams Application by any persons who are not authorized and validated for your Account.

You do not acquire any intellectual property title or ownership rights, express or implied, in or relating to Archer for Microsoft Teams application. Archer and Archer reserve all rights to the Software and Archer for Microsoft Teams application Software.

You shall not, and you represent and warrant that you shall not, rent or commercially sublicense, in whole or in part, the Software or Archer for Microsoft Teams Application or otherwise market the Software or Archer for Microsoft Teams application to third parties.

You also shall not, and you represent and warrant that you shall not, directly or indirectly, duplicate, translate, modify, copy, print, reverse engineer, disassemble, decompile, or attempt to imitate, derive or discover, the Software or Archer for Microsoft Teams Application.

Privacy.

You grant Archer the right to undertake all activities related to the normal operation, maintenance, and development of the Archer for Microsoft Teams Application, including but not limited to monitoring of general usage patterns, and design and product improvement activities. Archer reserves the right to take steps which Archer reasonably believes to be necessary or appropriate to enforce and/or verify compliance with any part of this Agreement.

Your Archer for Microsoft Teams application Data resides with you. Archer cannot and shall not access, download, upload, adjust, host or save, monitor, or manage any of your Personally Identifiable Information except those which are needed for operation of the Service and described in the Privacy policy, "personal information we collect and process about you". You acknowledge and agree that you are responsible to manage Personally Identifiable Information and any other information in your Archer for Microsoft Teams Application Data in compliance with applicable law (including but not limited to laws applicable to privacy, conduct, and intellectual property) and that Archer shall have no responsibility to do so.

Security And Digital Integrity.

The Archer for Microsoft Teams Application includes security technology that limits your use of the Archer for Microsoft Teams Application and that you shall use Archer for Microsoft Teams application in compliance with the applicable usage rules, and that any other use of Archer for Microsoft Teams Application may constitute a copyright infringement. You agree not to violate, circumvent, or otherwise tamper with any of the security technology related to usage rules for any reason, or to attempt or assist another person to do so. You shall not access or attempt to access any Archer for Microsoft Teams application data other than your Archer for Microsoft Teams Application Data. Violations of system or network security may result in civil or criminal liability.

You may not use the Archer for Microsoft Teams Application with any system or application where the use or failure of the system or application can reasonably be expected to threaten or result in information loss.

Acceptable Use.

You shall, and are always responsible for, using the Archer for Microsoft Teams Application in a manner that is ethical, in accordance with all applicable local, state, and federal laws and regulations. Further, you shall not:



Transmit, store, or upload any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content;

Upload, store, email, or otherwise transmit any materials that You do not have a right to transmit under any law or under a contractual relationship.

As between you and Archer, you are solely responsible for, and Archer shall have no responsibility for, monitoring and policing the adherence of users of the Archer for Microsoft Teams Application to all applicable laws, regulations, duties, and obligations.

The Archer name and logo and other Archer trademarks, service marks, graphics, and logos are owned by Archer and are excluded from your license to the Archer for Microsoft Teams Application. You are not permitted to make any use of any Archer trademark in commerce.

Termination.

This Agreement will remain in effect until terminated by you or Archer. Archer reserves the right to modify, suspend, or discontinue the Archer for Microsoft Teams Application at any time with or without cause and with or without notice to you. Archer shall not be liable to you or to any third party for any alleged harm resulting from your loss of access to the Archer for Microsoft Teams Application.

Termination of your access to the Archer for Microsoft Teams Application will not limit Archer from pursuing other remedies available to it, including injunctive relief, nor will termination relieve you of any obligation arising hereunder prior to the date of termination. Upon termination of this Agreement or your access to the Archer for Microsoft Teams Application, you must immediately cease accessing and using Archer for Microsoft Teams application.

Any termination of this Agreement shall have no force or effect on the agreement governing your access to Archer's commercially available software offerings.

In the event this Agreement is terminated, any provision which must survive to allow the parties to enforce its meaning shall survive, including without limitation, indemnification and limitations of liability.

Modification Of This Agreement.

Archer reserves the right to at any time modify this Agreement and to impose new or additional terms or conditions on your use of the Archer for Microsoft Teams Application. It is your responsibility to monitor this Agreement for any change. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Archer for Microsoft Teams Application shall be deemed acceptance thereof. The most current version of this Agreement will be available online on an Archer website.

Disclaimer Of Warranties.

THE ARCHER FOR MICROSOFT TEAMS APPLICATION SOFTWARE, AND ANY VARIATIONS THEREOF ARE PROVIDED BY ARCHER "AS IS". ARCHER MAKES NO PROMISES, WARRANTIES, OR REPRESENTATIONS OF ANY KIND, AND ARCHER SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

ARCHER DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF ARCHER FOR MICROSOFT TEAMS APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ARCHER PRODUCTS AND SERVICES WILL BE AVAILABLE FROM THE ARCHER FOR MICROSOFT TEAMS APPLICATION WEBSITE. ARCHER ASSUMES NO LIABILITY OR

RESPONSIBILITY FOR ANY OF THE FOLLOWING: (I) ERRORS OR OMISSIONS IN THE CONTENT DELIVERED BY ARCHER OR ON ARCHER FOR MICROSOFT TEAMS APPLICATION USER INTERFACES; (II) RECOMMENDATIONS OR ADVICE OF ANY EMPLOYEES OR AGENTS OF ARCHER; (III) ANY FAILURE OR INTERRUPTION IN THE AVAILABILITY OF ARCHER FOR MICROSOFT TEAMS APPLICATION OR OTHER WEBSITES OR USER INTERFACES; (IV) DELIVERY OR DISPLAY OF ANY CONTENT CONTAINED ON ARCHER FOR MICROSOFT TEAMS APPLICATION, USER INTERFACE, OR OTHERWISE THROUGH ARCHER FOR MICROSOFT TEAMS APPLICATION; AND (V) ANY LOSS OR DAMAGES ARISING FROM THE USE OF THE CONTENT PROVIDED BY ARCHER OR OTHERWISE THROUGH ARCHER FOR MICROSOFT TEAMS APPLICATION ITSELF, INCLUDING ANY LOSSES OR DAMAGES ARISING FROM DOWNLOADING OF RELATED SOFTWARE, DOWNLOADING AND/OR USE OF ANY OTHER SOFTWARE, OR ANY CONDUCT BY USERS OF THE ARCHER FOR MICROSOFT TEAMS APPLICATION SOFTWARE, WEBSITE OR USER INTERFACES.

Limitation Of Liability.

Archer shall not under any circumstances be liable for loss, corruption or compromise of the confidentiality of your Archer for Microsoft Teams Application Data.

Archer does not represent or guarantee that the Archer for Microsoft Teams Application will be free from loss, interruption, corruption, attack, viruses, interference, hacking, or other security intrusion, and you agree that Archer shall have no liability to you relating thereto. In no event shall Archer, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any indirect, incidental, punitive, special, or consequential damages related to your use of Archer for Microsoft Teams application, including, without limitation, damages for loss of profits, loss of data, business interruption, harm to your computer system, or any other commercial damages or losses, regardless of the theory of liability (contract, tort, or otherwise), even if Archer has been advised of the possibility of such damages. Your sole remedy for any claim against Archer relating to Archer for the Microsoft Teams Application and not otherwise barred under the foregoing limitation shall be for the cost of information technology consultation, including diagnostic services, capped in the amount of five hundred dollars. You expressly waive all other remedies of every kind.

Indemnification.

You agree to defend and indemnify Archer from every claim, demand, action, loss, liability, damage, subpoena, or other cost (including without limitation reasonable attorney's fees) it may incur arising out of or in any way connected with your use of the Archer for Microsoft Teams Application. Archer reserves the right at its own expense to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Priority.

If there is any conflict between this Agreement and any other document governing the relationship between you and Archer, this Agreement shall take precedence, even if another document says "click-through" "browse-wrap" and like agreements have no force or effect between the parties.

Governing Law; Exclusive Venue.

This Agreement and your use of the Archer for Microsoft Teams Application are governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Delaware. You expressly agree that courts of competent jurisdiction located in the State of Delaware shall have personal jurisdiction over you for any action by or against Archer arising out of or in connection with this Agreement and/or your use of Archer for Microsoft Teams application, and courts of competent jurisdiction located in the State of Delaware shall be the sole and exclusive venue for any such action.

You agree that Archer's failure to act with respect to a breach of this Agreement by you or others does not waive Archer's right to act with respect to that breach or subsequent similar or other breaches. Archer will not be responsible for failures to fulfill any obligations due to causes beyond its control.



Nothing in this Agreement shall constitute, create, authorize, require or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind between you and Archer.

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

All notices to be provided by you to Archer under this Agreement must be delivered in writing (i) by nationally recognized overnight delivery service or US mail to the following address: Archer Technologies LLC, 13200 Metcalf Ave, Suite 300 Overland Park, KS, 66213, or by electronic mail: legalnotices@archerirm.com. All notices to Archer shall include your contact information for response.