

Archer Exchange Marketplace Partner Agreement

BEFORE ACCEPTING THIS AGREEMENT, PLEASE CAREFULLY READ THE TERMS AND CONDITIONS BELOW.

This Archer Exchange Marketplace Partner Agreement and any Marketplace Guidelines provided via Archer's Exchange Partner Portal (this "**Agreement**") is between Archer Technologies LLC, with a principal place of business at 13200 Metcalf Ave. Suite 300, Overland Park, KS 66213, United States ("**Archer**", "**we**", "**us**", or "**our**") and the individual or entity registering in the Archer Exchange Marketplace ("**Marketplace Partner**", "**you**", or "**yours**").

This Agreement does not have to be signed to be binding. You agree to the terms of this Agreement by (a) checking the box (or similar action) to accept the Agreement that is presented to you at the time you sign up to list your products on the Archer Exchange Marketplace or (b) by submitting or attempting to submit, any Marketplace Offering to the Archer Exchange Marketplace. The date that you, or any person or entity acting on your behalf, perform(s) either of the foregoing actions, shall be the "**Effective Date**" of this Agreement. Archer may reject your participation in the Archer Exchange Marketplace for any reason or no reason in its sole discretion.

1. Definitions.

1.1. "Archer API's" means any of Archer's standard application programming interface specifications, configurations, configuration files, REST interfaces identified and provided by Archer to Partner.

1.2. "Archer Exchange Marketplace" means <https://archerim.exchange> and/or any other webpage, application, interface, service or in-product experience wherein Archer makes available or otherwise lists Marketplace Offerings and any other location that allows for the discovery, download or purchase of Marketplace Offerings.

1.3. "Archer Exchange Partner Portal" means the online platform made accessible to you by Archer, on which Archer, from time to time, may communicate Archer Exchange Marketplace program details or changes, and provide sales tools and services, to Marketplace Partner. The URL of the portal is: <https://www.archerim.community/s/article/Archer-Exchange-Partner-Program-Guide569829> (as amended from time to time by Archer). To access the Partner Portal, please contact archer.exchange@archerim.com for additional information.

1.4. "Archer Intellectual Property" means any Archer: (a) patents, patent applications, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, moral rights, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), and data and databases; (d) trade secrets, know-how; and (e) all other forms of intellectual property, however such intellectual property may arise, in each case whether registered or unregistered, whether first created before or after the Effective Date (including, where applicable, all derivative works of the foregoing), and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1.5. "Archer Solution(s)" means an Archer product or service generally available to Archer's customers for purchase, including the Archer's Software-as-a-Service (SaaS) application, On-Premise software offering, ODAs, or other products or services Archer makes available to its customers.

1.6. "Eligible Payment" means the payment owed to you based on an End User's purchase of your Marketplace Offering in the Archer Exchange Marketplace in accordance with the Marketplace Guidelines at the time of the Sale per Section 4.3 (Eligible Payment) below.

1.7. "End User" means a Marketplace Offering user.

1.8. "End User Data" means any data, content or information of an end user that is accessed, collected or otherwise processed by you or your Marketplace Offering in connection with use of the Archer Exchange Marketplace.

1.9. "End User Terms" means the agreement governing End User use of your Marketplace Offering. You should not include billing terms as part of what you require End Users to agree to because Archer is performing billing activities and collecting payment under this Agreement.

1.10. "Marketplace Asset" means, for each Marketplace Offering: The Offer name, Offer descriptions, and any titles, images, screenshots, video trailers, user generated content, or other materials you provide to Archer in connection with your Offer, including any trademarks, trade dress, or source identifiers contained therein.

1.11. "Marketplace Guidelines" means the terms, conditions, rules and policies that Archer makes available in this Agreement or as otherwise made available to you through the Archer Exchange Marketplace and are hereby incorporated by reference. Marketplace Guidelines are available via the Archer Community here <https://www.archerim.community/s/article/Archer-Exchange-Partner-Program-Guide569829>.

1.12. "Marketplace Offering(s)" means the offering you submit to Archer for one or more of evaluation, or publication to the Archer Exchange Marketplace, including any additional content sold or offered from within such Marketplace Offering.

1.13. "New Version(s)" means any enhancements, upgrades, updates, bug fixes, patches, new versions and other modifications and amendments to your Marketplace Offerings.

1.14. "On-Demand Application" or "ODA" means Archer's generally available configurable software program that Archer licenses or offers on a per SKU basis designed to enable Archer Solutions end users to configure applications for use in combination with the Archer Solutions to address that end user's governance, risk, and compliance business processes.

1.15. "Sale" means any purchase in the Marketplace for which Archer receives payment.

1.16. "Security Incident" means any actual: (a) unauthorized access, acquisition, use, disclosure, modification, loss or destruction of End User Data or Archer data in the possession or control of you, your agents and/or contractors engaged by, or on behalf of, you (whether intentional or accidental); (b) security vulnerability or compromise of your Marketplace Offering; or (c) issue involving your Offering that materially degrades Archer systems or networks.

1.17. "Similar Service" means any online distribution service or channel (other than the Archer Exchange Marketplace) that makes such Offerings available for sale, use or download to end users, including any website or other distribution method operated by you.

2. Archer Exchange Marketplace.

2.1. Archer Discretion. In Archer's sole discretion, Archer may list or remove any Marketplace Offering in or from the Archer Exchange Marketplace, or the Archer software environment such Marketplace Offering may operate in (i.e., SaaS, On-prem, Hosted, FedRAMP, etc.). Archer may stop any Sale or other transaction for any or no reason. You understand that inclusion of a Marketplace Offering in the Archer Exchange Marketplace does not relieve you of your responsibility to ensure any Marketplace Offering complies with this Agreement, nor does any listing constitute Archer's approval or endorsement of your Marketplace Offering.

2.2. Archer Exchange Marketplace Operations. Archer maintains, in its sole discretion, the right to determine all features and operations of the Archer Exchange Marketplace. Archer maintains no obligation to promote, distribute, list or offer for Sale any Marketplace Offering, or to continue to do so. For Marketplace Offerings listed for a fee, Archer shall be responsible for processing payments, collecting payments, addressing requests for refunds, and providing customer service related to its obligations. All Sales are processed by Archer's payment systems.

3. Your Responsibilities.

3.1. Delivery; Offerings; Marketplace Offering Information. You shall deliver Marketplace Offerings to Archer in accordance with this Agreement by the initial availability date you designate for the Marketplace Offering. Upon delivering a Marketplace Offering, you shall provide the following information and materials: (a) Marketplace Offering title, category, Marketplace Partner name, pricing (if applicable), product description, company logo, screen shot images, security and privacy information, licensing information, and any other information related to the Marketplace Offerings that Archer reasonably requires; (b) documentation and guides required by End Users to understand the purpose of your Marketplace Offering, as well as how to deploy the Marketplace Offering and use it in connection with the Archer Solution (c) the metadata, graphics, artwork, images, trademarks, trade names, logos and other descriptive or identifying information and materials associated with you or a particular Marketplace Offering that you wish to appear in connection with your Offering; (d) all information that is to be provided under the Marketplace Guidelines; and (e) your End User Terms, and ((a)-(e), collectively, the **"Marketplace Offering Information"**).

3.2. Delivery Commitment to End Users. Notwithstanding any failure of the Archer Exchange Marketplace, you are solely responsible for delivery of the Marketplace Offering to End Users.

3.3. New Versions. You shall ensure that any New Versions to the Marketplace Offerings, together with any related Marketplace Offering Information are delivered to End Users (whether directly or indirectly through us) as soon as they are generally available. You must make available for delivery through the Archer Marketplace all the same versions and editions of such Marketplace Offering (including New Versions) that you and/or your affiliates make available directly or indirectly through any Similar Service, by no later than the first date you permit the corresponding version or edition to be listed for sale on any Similar Service.

3.4. End User Support. As between you and Archer, you are solely responsible for providing support and all information necessary for End Users to use your Marketplace Offerings. You shall provide Archer a current email address to which Archer may direct inquiries from End Users regarding your Marketplace Offerings.

3.5. Accuracy. You shall always provide accurate Marketplace Offering Information. If any Marketplace Offering Information is inaccurate, false, or needs to be updated or modified, then you shall promptly provide Archer with corrections, updates, or modifications.

3.6. End User Terms. You, not Archer, will license or grant any necessary usage rights to your Marketplace Offerings, and you must provide your own End User Terms for any Marketplace Offering. Archer has no responsibility or liability related to compliance or non-compliance with your End User Terms. Any End User Terms are between you and End Users and shall not create any obligations or responsibilities of any kind for Archer.

4. Payment. This Section 4 only applies to Marketplace Offerings listed for a fee.

4.1. Pricing. Pricing for a Marketplace Offering is at Partner's good faith sole discretion.

4.2. Payment for Free Marketplace Offering(s). Where Partner only lists free Marketplace Offerings on the Archer Exchange Marketplace, Partner shall pay Archer the fees stated in the Marketplace Guidelines, if any.

4.3. Eligible Payment. Subject to this Agreement, for each Sale, except as otherwise expressly agreed by Archer in writing, Archer will pay you the applicable Eligible Payment for the Sale. Such amounts exclude taxes and any separately stated fees or charges. If a Marketplace Offering is sold to an end user using a credit card, then final payment will be deemed to have occurred when the applicable credit card company or bank has fully settled the payment for the applicable purchase. The current Eligible Payment details are available within the Archer Exchange Marketplace Guidelines.

4.4. Currency Conversion. Unless otherwise specified in the Marketplace Guidelines, you will designate your List Price in United States Dollars ("USD") and Archer will make all Eligible Payment payments to you in USD. In certain jurisdictions Archer may, in its sole discretion, list your Marketplace Offerings and make Sales to end users in currencies that are not USD (the "Local Currencies"). In such cases Archer shall collect the List Price in the Local Currency in an amount to be determined and calculated in accordance with the Marketplace Guidelines. Unless otherwise agreed, Archer shall pay you the Eligible Payment from such Sales in USD and, where applicable, shall calculate the USD equivalent to the Local Currency in accordance with the Marketplace Guidelines.

4.5. Payment by Archer. Within 30 days after each Archer fiscal quarter, Archer shall provide you a report detailing amounts Archer invoiced for Archer's previous fiscal quarter relating to your Marketplace Offerings listed for a fee. You in turn will invoice Archer for payment based on the quarterly report (subject to any good faith objections). Subject to the terms of this Agreement, and Archer having received payment from, or on behalf of, an End User, approximately sixty (60) days after the end of the Archer fiscal quarter in which the applicable invoice is issued by Archer to the End User, or where payment is through credit card, then the fiscal quarter in which Archer has received payment from, or on behalf of, the End User, Archer shall remit the Eligible Payment due to you. You shall provide Archer with a valid bank account in your name, and Archer will make payments to that account via electronic funds transfer ("EFT"). Archer is entitled to accrue and withhold payments, without interest, until the total amount due to you (net of any tax withholding, as further described below) is at least five hundred dollars (500.00 USD) or the equivalent amount in any applicable Local Currency as calculated in accordance with the Marketplace Guidelines. Any fees charged by any third party, including but not limited to your bank, in connection with EFTs pursuant to this Section 4.5 shall always be borne by you.

4.6. Use of Certain Information. Archer shall only use your banking and payment information for purposes related to this Section 4. Except as required by any applicable law, statute, rule, regulation, ordinance, or court order, Archer shall not disclose your Sales and related financial data to third parties except agents, contractors, or auditors acting on Archer's behalf. Notwithstanding the foregoing, Archer may use or disclose any such data or information in an aggregated format that does not identify you or your data specifically.

4.7. Taxes. Except as described in this Agreement, Archer is responsible for collecting and remitting any taxes imposed on Marketplace Offerings sold to End Users. You are responsible for any income or other taxes due and payable resulting from Archer's payments to you, including Eligible Payments. Accordingly, unless otherwise stated, the amounts due to you hereunder are exclusive of any taxes that may apply to such payments. Archer maintains the right to deduct or withhold any applicable taxes payable by you from amounts due from Archer, and the amounts due, as reduced by such deductions or withholdings, will constitute full payment to you.

4.8. Refund; Reconciliation; Offset. You are responsible for all taxes, costs and expenses for returns, and chargebacks of your Marketplace Offering, including the full refund and chargeback amounts paid or credited to End Users. Chargebacks processed after you receive the payments will be debited against your account. If Archer is unable to collect payments from the End User, Archer may offset any amounts owed to Archer (including chargeback costs described in this paragraph) against amounts Archer owes you, i.e., if Archer pays you the Eligible Payment in advance of receiving such payment from the End User, and the End User does not pay Archer, Archer may offset any such amounts paid and request a refund of any such prepaid amounts from you.

5. Licenses.

5.1. License Grant to Archer. You hereby grant Archer, during the Term and thereafter in accordance with Section 9, the nonexclusive, royalty-free (subject to payment of any applicable Eligible Payment), worldwide right and license to: (a) access and use your Marketplace Offering: (i) for internal development, testing, and evaluation; (ii) to support the interoperability, between Partner Products and Archer Solutions and to develop integrations and products in connection with such interoperability; (b) resell, distribute, or make available (including via download), as applicable, your Marketplace Offerings through the Archer Exchange Marketplace to End Users by all means of electronic distribution available now or in the future; (c) use, reproduce, distribute, reformat, create excerpts from, promote, advertise, transmit, and publicly display and perform the Marketplace Offering Information (and any excerpts contained therein) in any and all digital and/or other formats for promotional purposes in connection with: (i) the Archer Exchange Marketplace; and (ii) listings for your Marketplace Offerings; and (d) otherwise to use, store, copy and distribute your Marketplace Offering(s) and Marketplace Asset(s): (i) for testing and evaluation conducted by Archer and its third party vendors, as reasonably agreed and scoped between the Parties in advance of any such testing; (ii) for purposes of exercising Archer's rights and fulfilling Archer's obligations hereunder; and (iii) for purposes of enforcing this Agreement and the Marketplace Guidelines.

5.2. License Grant to Marketplace Partner. If you require access to either, or both of the following, (i) a sandbox environment under this Agreement, you may receive access to an Archer Solutions sandbox environment under a separate agreement, or (ii) an environment for the purposes of (a) building the Marketplace Offering; (b) demonstrating the interoperability between the Marketplace Offering and the Archer Solution (b) demonstrating functionality to end customers of both Parties; (c) educating and training employees; and (d) providing technical assistance to end customers of both Parties, you may purchase access to an Archer solutions environment for such purposes under a separate agreement. In each of the foregoing cases, you shall not use such environments to develop competitive offerings.

5.3. Archer API Terms of Service. Where Marketplace Partner requires access to Archer APIs to create a Marketplace Offering you may not (u) sell, rent, lease, sublicense, redistribute or syndicate access to any of Archer APIs; (v) access Archer APIs in violation of any law or regulation; (w) access Archer APIs in any manner that (i) compromises, breaks or circumvents any of our technical processes or security measures, (ii) poses a security vulnerability to End Users or users of the Archer Solutions or (iii) tests the vulnerability of our systems or networks; (x) access Archer APIs in order to replicate or compete with the Archer Solutions; (y) attempt to reverse-engineer or otherwise derive source code, trade secrets or know-how of Archer APIs or Archer Solutions; or (z) attempt to use Archer APIs in a manner that exceeds rate limits, or constitutes excessive or abusive usage.

5.4. Archer Exchange Marketplace Partner Portal. During the Term, Marketplace Partner may use the Partner Portal to access Marketplace Guidelines, marketing tools and services, and other Archer Exchange Marketplace resources. Marketplace Partner shall only use such resources to exercise its rights and fulfill its obligations under this Agreement. To access the Partner Portal, Marketplace Partner may be required to activate or validate its status as a Marketplace Partner, as further specified on the Partner Portal landing page.

6. Marketplace Restrictions.

6.1. Prohibited Actions. You shall not reverse engineer, disassemble or decompile any Archer code, including both source code and object code, or technology used in connection with the Archer Exchange Marketplace, including the Archer Platform. You will not take any action that interferes with, damages, accesses, or uses in any unauthorized manner the hardware, software, networks, technologies of the Archer Exchange Marketplace or any other Archer properties or services or of any End User or other third party. You agree not to make any representations, guarantees, or warranties regarding Archer, the Archer Exchange Marketplace, or Archer's product or services. Archer shall not reverse engineer, disassemble, or decompile any Marketplace Offering code.

6.2. Compliance with Applicable Law. Your Marketplace Offering must comply with the applicable laws of each territory or country in which you elect to make your Marketplace Offering available. This includes applicable: (i) laws, rules, regulations, decrees, statutes, or other enactments, orders, mandates, or resolutions relating to data security, data protection and/or privacy, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR") and the California Consumer Privacy Act ("CCPA"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted, including laws related to biometric data; (ii) telecommunications laws; (iii) content ratings regulations; (iv) consumer protection and marketing laws, including laws that prohibit direct exhortations to children to buy advertised products; (v) export control laws; (vi) tax laws, regardless of the origin of your Offer; (vii) medical device regulations; and (viii) financial regulations. If you are required to make any disclosures to consumers prior to sale or download of the Offer, you must provide those in the Offer description field (unless they are provided elsewhere in your Listing). If your Offer processes biometric data or personal data, you are responsible for: (i) providing notice to data subjects, including with respect to the purpose for processing and how long you will retain the biometric and personal data; (ii) obtaining consent from data subjects to collect, process, or disclose the biometric or personal data, as applicable; and (iii) permanently deleting the biometric or personal data, or both, when the purpose for collecting or processing it has expired. Your Marketplace Offerings pages may include your full contact information and information about in-Offer purchases available in an Offer. You must make such notices sufficiently prominent as is required by local law. You must disclose to Archer any controlled technology employed, used or supported by your Marketplace Offering that may impose any legal obligations or requirements on Archer. You must inform Archer of such legal obligations and requirements and take any action if necessary for Archer to comply with its legal obligations. You may not use the Archer Exchange Marketplace, or any services or tools made available for the development of Marketplace Offerings for, or to permit others to carry out, any illegal activity or breach of contract.

6.3. End User Data.

6.3.1. Collection and Use. If you retrieve End User Data directly from Archer (e.g., end user contact information), you shall limit your access and processing of such information to a manner that is: (i) authorized by the End User; or (ii) necessary for the purposes of providing the functionality of your Marketplace Offering. You may not sell any End User Data to any third party. Archer shall not be liable for or have any responsibility in connection with End User Data processed by, or on behalf of, you, your agents, affiliates, contractors, or your Marketplace Offering. You agree that any such activities regarding End User Data are not in any way by or on behalf of Archer, and you maintain all responsibility and liability in connection with, or otherwise arising out of, such activities.

7. Security.

7.1. Protections. You must use industry-standard security measures appropriate for all End User Data and your processing activities. Such measures must be adequate to preserve End User Data's confidentiality. You will also comply with any security, coding practices, authentication, encryption, or other requirements for Marketplace Offerings in the Marketplace Guidelines. You agree to remediate all security vulnerabilities identified to you by Archer within the timeframes described in the Marketplace Guidelines. You will operate a regular program to identify software vulnerabilities on your own, regardless of Archer notifying you, and agree to apply industry standard best practices in the management of your software security posture.

7.2. Security Incidents. Upon discovery or notice of any Security Incident which affects the Archer Exchange Marketplace, unless prohibited by Applicable Laws, you will promptly (within seventy-two hours) notify the Archer Vulnerability Response Team via security@archerirm.com and copy the Archer Exchange team via archer.exchange@archerirm.com. Your notice will provide Archer information about the Security Incident and how it may affect Archer Solutions, End Users and/or End User Data, and you agree to provide further information and assistance related to the Security Incident described in the Marketplace Guidelines or as Archer may request. Without limiting your other obligations, in event of a Security Incident, you will be solely responsible, at your own expense, for investigation, remediation and your own notifications to affected end users and regulatory authorities in accordance with Applicable Laws and industry standards. However, you must obtain Archer's approval for any breach notifications to End Users that refer directly or indirectly to Archer. You must ensure that you have provided Archer with the most recent contact name and contact information for Security Incidents. Without limiting any other reserved rights of termination or suspension, Archer may de-list your Marketplace Offering from the Archer Exchange Marketplace or suspend use of, or access to, your Marketplace Offering and/or Archer Solutions because of, or otherwise in relation to, any Security Incident. You shall, at all times, maintain any and all responsibility and liability relating to, arising out of, or otherwise in connection with any Security Incident.

7.3. Security and Privacy Review. Archer, or an authorized third party selected by Archer, may conduct a security or privacy review of any Marketplace Offering, New Versions, or their supporting infrastructure to ensure compliance with: (i) your obligations under this Agreement; or (ii) security and privacy related sections of the Marketplace Guidelines. Security and privacy reviews may include, without limitation: information requests to you, reviews of your documentation, and / or interviews. Upon Archer's reasonable request, and within thirty days, you agree to subject your Marketplace Offering to a third-party security review (the "**Review**"). As a substitute to performing the Review, you may provide Archer with an independent third-party auditor's security review of your Marketplace Offering (the "**Report**") to Archer's reasonable satisfaction (within the past 12 months, a letter of attestation containing the following minimum information (unless different requirements are provided by Archer in writing): identity of firm who conducted the testing, date of the testing period, credentials of testing third-party personnel, testing methodology employed, scope of testing, identified vulnerabilities both remediated and remaining, and general opinion of the testing third-party personnel). If you decline to perform the Review and provide the Report, Archer may remove your Marketplace Offering in its sole discretion. You agree that without a Report or a Review, any removal of your Marketplace Offering by Archer is a reasonable exercise of Archer's discretion.

8. New Products Developed for the Marketplace.

8.1. Partner Submission; Archer Inspection. If your Marketplace Offering is not yet a commercially available product, then the inspection process upon Partner's creation of such Marketplace Offering is: (1) Partner shall make such potential Marketplace Offering available to Archer for review and inspection (each such proffer, a "**Partner Submission**" and such inspection, the "**Inspection Process**"); (2) as part of the Inspection Process, Archer may, to the extent Archer deems applicable and necessary: (a) inspect, create, configure, and/or test the interoperability between an Archer Solution and the Partner Submission; (b) require Partner to undergo reasonable modifications to the Partner Submission, including the requirement for additional security or support, whether via a third-party or otherwise; (c) request Partner provide a demonstration of or training for, the Partner Submission and its compatibility with an Archer Solution; or (d) request or conduct any act Archer deems reasonably necessary for the Inspection Process, which may include additional agreements between Archer and a third-party. As part of Partner's Submission, Partner agrees to cooperate with Archer and electronically make available to Archer the Partner Submission as necessary for the Inspection Process.

8.2. Approval. After Archer's review, Archer may approve or reject the Partner Submission. Unless a Partner Submission is approved by Archer, such Partner Submission is not permitted to be published on the Archer Exchange Marketplace. Partner shall always during the Inspection Process comply with the terms of this Agreement. Partner agrees and acknowledges that the Partner Submission and Inspection Process is not intended as, and expressly does not constitute, any approval, verification, or guarantee by Archer with respect to any Partner Submission or Marketplace Offering. Archer and its affiliates explicitly disclaim any warranty or guarantee of the accuracy, currency, completeness, or adequacy, of any Partner Submission provided herein, and shall in no event be liable for any loss, damage, liability or expense suffered by any person in connection with reliance by that person on any such Partner Submission or otherwise. Partner is solely liable for the accuracy, currency, completeness, and adequacy of any Partner Submission that Partner provides and shall indemnify and hold harmless Archer against any claims for any loss, damage, liability or expense suffered by any person in connection with reliance by that person on any such Partner Submission or Marketplace Offering.

8.3. Publishing on the Marketplace. Upon Archer's notice to Partner that the Partner Submission has successfully completed the Inspection Process, Archer may publish it on the Marketplace according to the terms of this Agreement. Upon written

request by Archer, you shall provide any additional documentation or information reasonably requested by Archer for ongoing Marketplace Offering inspection, testing, and technical support. You may request removal of a Marketplace Offering from the Archer Exchange Marketplace at your discretion.

8.4. Modifications and Re-validation. Subsequent to any update or change by Archer to the Archer Solutions or by Partner to the Marketplace Offering that impacts interoperability, Archer shall have the right to: (a) request another demonstration of the Marketplace Offering as described in section 8; (b) offer reasonable suggestions to Partner if modifications to the Marketplace Offering are required; (c) provided Partner chooses to maintain the Marketplace Offering as a Marketplace Offering, require Partner to update the Partner documentation and resubmit the Marketplace Offering to Archer for re-validation as described in section 8.

8.5. Aggregated Information. In addition to Archer's other rights, Archer may collect aggregated information regarding the Archer Exchange Marketplace and Marketplace Offerings (excluding any personally identifiable information). Archer will not provide information to any third party about Marketplace Offerings, or end users purchasing Marketplace Offerings, except as necessary for us to perform our obligations under this Agreement or otherwise provide products or services to our end users under the applicable Marketplace Guidelines or any of our other applicable agreements with customers and/or end users.

9. Term and Termination.

9.1. Term. This Agreement will begin on the Effective Date of this Agreement and continue until this Agreement is terminated by either Party hereto (the "**Term**").

9.2. Termination Rights. Upon 30 days' prior written notice, either Party may terminate: (a) this Agreement, in its entirety or with respect to any Marketplace Offering; and (b) access to your account. If you are, or become an Archer competitor for any reason, as determined by Archer in its sole but reasonable discretion, Archer may remove you from the Archer Exchange Marketplace immediately and terminate the agreement immediately, each upon written notice to you.

9.3. Effect of Termination; Transition.

9.3.1. Pending Orders; Transition Period. Following any termination of this Agreement or withdrawal of your Marketplace Offering from the Archer Exchange Marketplace: (i) Archer, in its sole discretion, may continue to fulfill any End User orders for any Marketplace Offerings if such orders are submitted as of the date that the termination of this Agreement takes effect; and (ii) Archer will take down the listing for your Marketplace Offering within sixty (60) days after the effective date of termination unless otherwise agreed between the Parties (the "**Transition Period**").

9.3.2. End User Rights. Unless otherwise specified by Archer, your obligation to provide all end user licenses and subscriptions to any Marketplace Offerings (including any related support or maintenance periods) survive the termination of this Agreement. You shall continue to make available any Marketplace Offerings, including new versions, for further access, downloads, or re-downloads to existing end users of those Marketplace Offerings for the duration of their applicable license(s), subscription(s) or maintenance term(s), including after the Transition Period (the "**Surviving Term**") via the same medium as if this Agreement had not been terminated. You must also continue to provide ongoing support and maintenance for all End Users for the duration of the Surviving Term, including for any new versions of Marketplace Offerings provided by you.

9.3.3. Within thirty (30) days after termination or expiration of this Agreement, and subject to Section 9.3, each Party shall, as applicable: (a) cease its access or use of, or if applicable destroy or return, the other Party's software made available related to this Agreement; (b) cease all promotions and advertising of a Marketplace Offering as contemplated under this Agreement; and (c) destroy all marketing literature and packaging materials pertaining to the Marketplace Offering; provided, however, for the avoidance of doubt, each Party may retain the documentation to be used solely in connection with providing assistance to existing customers who have the implementation at the time of Agreement termination or expiration for the duration of the Surviving Term.

9.3.4. Your Transition Obligations. After termination, you are not obligated to provide any New Versions of your terminated Marketplace Offering to Archer for distribution under this Agreement, but Archer's post-termination rights in this Section 7 shall apply for the latest version of the Offering you provided to Archer hereunder (and any prior version). If you have an active Sale, then prior to expiration of the Transition Period (and otherwise in a timely manner) you shall: (1) take all actions necessary to move existing End Users with Surviving Terms to your non-Archer license mechanism, including, as applicable: (i) contacting End Users and providing access, installation and migration instructions, and equivalent license terms and key, and (ii) providing End Users with a data transition plan; and (2) communicating such matters accurately and in a positive and professional manner to End Users.

10. Representations and Warranties. You represent, warrant, and covenant that: (s) you have the power and authority to enter into this Agreement and to fully perform your obligations under this Agreement, and if you are a business or other legal entity, then the individual entering into this Agreement on your behalf represents that he or she has all necessary legal authority to bind you to this Agreement; (t) before providing Archer any Marketplace Asset, a Marketplace Offering in the Archer Exchange Marketplace, and before developing a Marketplace Offering, you have obtained the rights, licenses, and consents necessary for the exercise of all rights granted under this Agreement to Archer, to end users, or both, in relation to your Marketplace Offering and Marketplace Asset, and you are solely responsible for, and will pay any licensors or co-owners

any royalties or other monies due to them related to the Marketplace Offering or Asset; (u) your Marketplace Offering and your Marketplace Asset does not violate any applicable law, contain any defamatory material, or violate, infringe, or otherwise misappropriate any intellectual property, proprietary, or other rights of any person or entity (including contractual rights, copyrights, trademarks, patents, trade dress, trade secret, common law rights, rights of publicity, or privacy, or moral rights); (v) nothing prevents Archer's ability to exercise its rights or obligations under this Agreement; (w) if any Marketplace Offering is in breach of the warranty stated in this section, then Partner shall repair or correct the breach at Partner's expense by replacing all copies of the defective Marketplace Offering in the possession of Archer, and all End Users with software programming and media that conforms to the warranty; (x) shall immediately notify Archer if you become unable to provide any representation, warranty, or covenant contained herein; (y) your Marketplace Offering shall not contain any viruses, spyware, Trojan horses, or other malware or harmful code, shall not cause injury to any person or damage to any property, and will not require intervention by either you or Archer for the Marketplace Offering(s) and Marketplace Asset(s) to operate in accordance with the documentation provided by you to End Users; (z) included any attributions, copyright information and other notices, terms and conditions that may be required to be provided to End Users based on your use of third party open source software or other third-party intellectual property in any Marketplace Offering. Archer's use (in any manner as permitted hereunder) of any Marketplace Offering(s) and Marketplace Asset(s), Marketplace Offering, shall not subject it to, or cause it to violate, any open source or other third-party terms or agreements of any kind.

11. Indemnification.

11.1. By Archer. Subject to the terms and conditions of this Agreement: (a) Archer shall indemnify, defend, and hold harmless Partner from third party claims alleging that the Archer Exchange Marketplace infringes such third party's intellectual property or other proprietary rights; and (b) Archer shall pay damages finally awarded by a court of competent jurisdiction against such Marketplace Partner for such a claim or, if Archer settles the claim, the settlement amounts. Archer's obligations in this Section 11.1 apply only to the Archer Exchange Marketplace itself and not to any Marketplace Offerings, the Archer Platform, other Archer Solutions, or other third party content hosted on or used with the Archer Exchange Marketplace, and in any case Archer's obligations do not apply if the alleged infringement, misappropriation or violation resulted from any modifications, combinations, or unauthorized use of the Archer Exchange Marketplace. Archer's obligations under this Section 11.1 are conditioned upon you providing Archer: (i) prompt written notice of the claim (and in any event notice in sufficient time for Archer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, settlement and defense (if applicable) of the claim; and (iii) your cooperation. This Section 9.1 sets forth Archer's sole liability, and your exclusive remedy, with respect to third party claims.

11.2. By You. You shall indemnify, defend, and hold harmless Archer and its subsidiaries (including its respective affiliates, officers, directors, employees, contractors and assigns) from and against any loss, claim, liability, damage, action or cause of action (including reasonable attorneys' fees) arising out of any third party claim relating to or otherwise arising out of: (a) your Marketplace Offering and any Marketplace Asset (including any claims made by or arising from End Users); (b) your breach or alleged breach of this Agreement; (c) any Security Incidents caused by your Offerings or third party services supporting your Offerings; or (d) any third party claims relating to the End User Terms (individually, a "**Claim**," and collectively, the "**Claims**"). In any defense or settlement negotiations, you shall keep Archer apprised of all developments, including the choice of counsel. Archer may participate in the defense or settlement of any Claim at its own expense. You shall provide Archer with reasonable notice of any judgment entered against Archer, or any settlement terms offered to settle a Claim, and you shall not consent to the entry of a judgment or settle a Claim without Archer's prior written consent. If you do not promptly assume and reasonably conduct the defense of a Claim or take reasonable action to settle any such Claim after being provided with sufficient reasonable advance notice to evaluate the Claim, then Archer may take control of the defense without limiting your indemnification obligations. Your obligations under this Section 9.2 are independent of your other obligations under this Agreement.

12. Archer Confidential Information.

12.1. Definition. All information disclosed by a Party under this Agreement is "**Confidential Information**". Confidential Information includes, without limitation: (a) non-public aspects of the Archer Exchange Marketplace and Archer's Solutions; (b) non-public aspects of third-party applications listed in the Archer Exchange marketplace to which you obtain access as a result of the relationship between you and Archer under this Agreement; (c) non-public End User Data provided to you by Archer; and (d) non-public technology, technical information and product plans to which you obtain access as a result of the relationship between you and Archer under this Agreement. Confidential Information shall not include any information that: (i) is or becomes generally known to the public; (ii) was known to you before its disclosure hereunder; or (iii) is received from a third party, in each case without breach of an obligation owed to Archer or anyone else.

12.2. Obligations. During and after the Term each Party shall: (a) maintain Confidential Information in confidence, using at least the same measures as for your own confidential information, and no less than reasonable care, and not divulge it to any third party; and (b) only use Confidential Information to fulfill obligations under this Agreement. If either Party is compelled by law to disclose Confidential Information, then such Party must promptly provide the other with prior notice of such compelled disclosure (to the extent legally permitted) such that the other shall not be prejudiced in any contest of the disclosure.

12.3. Injunctive Relief. In event of actual or threatened breach of this Section 12, the Parties agree that other available remedies alone shall be inadequate, and each Party shall have the right, in addition to any other remedies available to it, including any remedies at law, to seek injunctive relief to protect its Confidential Information without the requirement to post a bond.

13. Independent Development. Archer develops its own products and services and works with many other partners and developers, and either Archer or these third parties could in the future develop (or already have developed) products, concepts or ideas similar to your Marketplace Offerings. Subject to Archer's obligations relating to your financial data in Section 4 and the terms of any applicable mutually agreed non-disclosure agreement, nothing limits Archer or such third parties from developing anything similar to your Marketplace Offerings.

14. Intellectual Property.

14.1. Grant of Rights to Archer. You do not transfer ownership of any Marketplace Offering or Marketplace Asset by submitting them to Archer to publish a Marketplace Offering. By submitting Marketplace offering and Marketplace Assets to create your Marketplace Offering, except for third party rights and material under open source licenses described in Section 3(b), you directly grant to Archer, the worldwide, limited, non-exclusive right to: (i) host, install, reproduce, publicly perform and display via any digital transmission technology, your Marketplace Assets, solely as necessary to operate the Archer Exchange Marketplace, display and manage your Marketplace Offering, and make available your Marketplace Offerings to Customers; and (ii) access, distribute, and use your Marketplace Offering solely as necessary to validate such Marketplace Offering and as otherwise required by Archer to make available your Marketplace Offering to Customers.

14.2. License to Archer Trademarks. Subject to Archer's prior written approval for each initial use of the trademark "Archer®" (the "**Mark**" and each, a "**Mark**"), Archer hereby grants to Partner a non-exclusive, non-transferable, worldwide license to use the Marks that Archer may make available to Partner from time to time (in Partner's marketing materials, product packaging and website to promote Marketplace Offerings). Partner shall comply with Archer's trademark and logo usage guidelines, which are available at <https://www.archerirm.com/company/trademarks>. Partner's use of the Mark as authorized herein shall not create in its favor any right, title or interest therein and Partner acknowledges Archer's exclusive right, title and interest thereto. Partner shall not: (a) promote or advertise that Marketplace Offerings are marketable in the Archer Exchange Marketplace, until Archer approves such Marketplace Offering; (b) use the Marks in connection with any business other than promoting and marketing of a validated Marketplace Offering; (c) use the Mark as part of its Marketplace Offering; (d) register the name "Archer" or any form thereof; or (e) use any mark which is likely to be similar to or likely to be confused with the Mark. Partner further acknowledges that it has not registered the name "Archer" or any form thereof.

14.3. Marketplace Offering Promotion. Upon a Marketplace Offering's listing: (a) Archer may reference Partner as an Archer Exchange Marketplace Partner, and, subject to Section 14.2, may display the Partner's logo on the Archer Exchange Marketplace and in marketing collateral; (b) Partner may promote the Marketplace Offering in marketing collateral relating to the Marketplace Offering. Partner shall obtain Archer's review and written consent prior to issuing any public announcements, publication, marketing material, advertising, promotional material, or other content relating to (i) the Marketplace Offering, (ii) such content containing the Archer Mark, (iii) such content related to the Archer Exchange Marketplace, or (iv) any matter related to the subject of this Agreement.

14.4. Marketing. Nothing herein shall be deemed to restrict either Party with respect to any other project effort or marketing activity at any time undertaken by either Party, jointly or separately, which does not pertain to this Agreement; or limit the rights of either Party to promote, market, sell, lease, license, or otherwise market its standard products and services. Partner shall reasonably cooperate with Archer in any marketing, distribution, or both, of a Marketplace Offering in accordance with the terms of this Agreement. Each Party shall be solely responsible for developing, marketing, selling, licensing, and supporting its own products. Neither Party will be required to make any representation or warranty regarding the other Party's products, nor shall either Party make any such representation or warranty. Neither Party will be obligated to provide customer support for the other Party's products.

14.5. Feedback. You understand that providing feedback, comments, know how, work arounds, ideas, information, or suggestions about the Archer Exchange Marketplace, Archer Solutions, Marketplace Guidelines, or other materials provided by or accessed through Archer (the "**Feedback**") to Archer is wholly voluntary. Accordingly, Archer may freely use Feedback for any purpose in any manner that Archer chooses.

15. Disclaimer; Limitations of Liability.

15.1. Disclaimer of Warranties. THE ARCHER EXCHANGE MARKETPLACE, ARCHER INTELLECTUAL PROPERTY AND ARCHER PLATFORM ARE PROVIDED "AS IS" AND YOU BEAR THE RISK OF USING THE ARCHER EXCHANGE MARKETPLACE. ARCHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND THAT ACCESS TO, OR USE OF, THE ARCHER EXCHANGE MARKETPLACE WILL BE UNINTERRUPTED OR ERROR FREE, AND ANY IMPLIED WARRANTIES OR CONDITIONS.

15.2. Limitations of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND ARCHER'S PAYMENT OBLIGATIONS: (A) ARCHER SHALL NOT HAVE ANY LIABILITY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL,

INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL ARCHER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ARCHER EXCHANGE MARKETPLACE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF EITHER THE TOTAL AMOUNT YOU RECEIVED OR WERE DUE TO RECEIVE DURING THE PREVIOUS 12 MONTHS OR \$5,000 USD.

15.3. Basis of Bargain; Failure of Essential Purpose. The Parties entered into this Agreement relying on the limitations of liability, disclaimers of warranty and other provisions relating to allocation of risk stated in this Agreement and agree that such provisions are an essential basis of the bargain between the Parties. The Parties further agree that all such limitations, disclaimer and other provisions will survive and apply even if any limited remedy is found to have failed of its essential purpose.

16. Dispute Resolution; Governing Law.

16.1. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the applicable laws of the State of Delaware, USA, without giving effect to the principles of that State relating to conflicts of laws.

16.2. Injunctive Relief; Enforcement. Nothing in this Agreement will prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights, any Incident or other security issue, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

16.3. Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.

17. General.

17.1. Publicity. Neither Party shall make any public announcements relating to this Agreement without prior consultation with the other Party. Neither Party shall unreasonably withhold its approval to release marketing or public statements relating to your involvement in the Archer Marketplace. Upon your registration to the Archer Marketplace, the Parties shall mutually agree on a statement relating to your publishing of Marketplace Offerings.

17.2. Modification. Archer reserves the right to modify this Agreement at any time, in its sole discretion, and any such modifications to the Agreement shall become effective thirty (30) days after Archer provides notice regarding such modifications. Archer may provide such notice by posting an updated version of this Agreement on its website or within the Archer Exchange Marketplace, or by emailing you at an email address you have provided to Archer. If you do not agree to any of the changes, your sole remedy is to terminate this Agreement prior to the date on which the changes are to take effect by: (a) providing written notice to Archer; and (b) withdrawing all of your Marketplace Offerings from the Archer Exchange Marketplace. Your continued participation in the Archer Exchange Marketplace after any modifications take effect constitutes your acceptance of any such modifications. Otherwise, this Agreement may only be amended via a writing signed by both Parties.

17.3. Invalidity. If any provision of this Agreement is held invalid by a court with jurisdiction over the Parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with any applicable law, and the remainder of this Agreement will remain in full force and effect.

17.4. Interpretation. The word "including" will be interpreted without limitation when used in this Agreement. Any headings, subheadings, or section names provided herein are provided merely for convenience, and do not reflect the substance of this Agreement.

17.5. Status of the Parties. The Parties to this Agreement are independent contractors, not agents (except as specifically set forth above for Archer), joint venturers, or partners, despite use of the term "Partner". Each party will bear its own costs and expenses in performing this Agreement.

17.6. Waiver. A Party's failure to enforce any provision of this Agreement will not constitute a waiver of a Party's rights to subsequently enforce the provision.

17.7. Assignment. Archer may freely assign, transfer, and delegate its rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without Archer's prior written consent, except that you may assign all of your rights and obligations under this Agreement to any corporation or other entity without consent in connection with a merger or the sale of all or substantially all of your assets provided that: (a) you provide Archer with written notice of any such assignment at least ten business days before such assignment; and (b) the assignee agrees in writing to be bound by all terms and conditions of this Agreement. Notwithstanding the foregoing, if Archer determines that such assignment is to a competitor of Archer, then Archer may immediately terminate this Agreement upon written notice to you.

17.8. Benefit. Subject to the foregoing limitations, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. There are no third-party beneficiaries to this Agreement, and any benefit conferred upon an End User is conferred by you via the sale of your Marketplace Offering(s), and you maintain all responsibilities and liabilities to any End Users separately from this Agreement. The Parties understand that any terms and conditions regarding or relating to End User are for the benefit of Archer and should be interpreted as such.

17.9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements between the Parties regarding its subject matter. If you created a Marketplace Offering under a separate agreement with Archer, and you subsequently agree to this Agreement, then such Marketplace Offering is now subject to this Agreement.

17.10. Notice. Any notice or other communication to be given hereunder will be in writing and given: (a) by Archer via email, via a posting in the Marketplace Guidelines, or via the Partner Portal, or (ii) by you via email to archer.exchange@archerim.com or to such other email or physical addresses as Archer may specify from time to time. The date of receipt will, in the case of email, be deemed the date on which such notice is transmitted.

17.11. Priority. If there is any conflict between the terms of this Archer Exchange Marketplace Partner Agreement and the Marketplace Guidelines, the Marketplace Guidelines shall control.

17.12. Survival. Terms relating to payment of outstanding fees, confidentiality, liability, and indemnities shall survive termination of this Agreement.