

## Master Subscription Agreement

This Master Subscription Agreement (the “**MSA**”) is between the Archer entity set forth in an Order Form (“**Archer**”) and the other party named in an Order Form (“**Client**”) (each a “**Party**”, and collectively, the “**Parties**”). By executing an Order Form, Client agrees to the terms of this MSA.

**Clients Procuring through Authorized Resellers.** If you are procuring the Archer Applications via an Archer authorized reseller then certain clauses do not apply to you. Accordingly:

- Instead of an Order Form creating a binding relationship between Archer and yourself, it is the document you sign with the authorized reseller “flowing through” this Master Subscription Agreement.
- Unless you sign an ordering document with Archer, then the payment obligations set forth below do not apply to you.
- Archer’s aggregate liability to you shall be limited to an amount equal to the fees Archer received via your Archer software procurement via an Archer authorized reseller or distributor for the then-current Subscription year.
- Any refunds this Agreement entitles you to shall be prorated based on the fees Archer received via your procurement via an Archer authorized reseller or distributor for the then-current subscription year.
- For clients procuring Archer Applications from a reseller, Client shall mean the entity purchasing from the reseller.

**Definitions.** In addition to the terms defined elsewhere in the Agreement, the terms set forth below shall have the following meanings:

“**Agreement**” means this MSA, the Support & SLA Agreement, the Information Security Provisions, and any schedules, addenda, attachments, and exhibits, or other documents attached to, or incorporated into, this MSA that the Parties’ authorized representatives may mutually agree to in writing.

“**Authorized Users**” means any person who is authorized to access or use the Archer Application directly under Client’s login credentials. Client is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Client’s login credentials. An Authorized User shall not be an Archer competitor.

“**Client Content**” means any data, including all text, sound, video, or image files, and software (including machine images), or other information uploaded into the Archer Application for processing, storage, or hosting by Client or by any Authorized User.

“**Documentation**” means the then-current, generally available, written user manuals and online help and guides provided by Archer for the Archer Application.

“**Information Security Provisions**” means the information security terms, available at: <https://www.archerirm.com/company/standard-form-agreements>, which are incorporated by reference. Archer may make changes to the Information Security Provisions without Client’s consent provided such changes do not have a material adverse impact on the protection of Client Content. If Client has questions regarding Archer’s security and compliance posture, answers can be found here: <https://trust.archerirm.com/?sectionId=67f410fd55c9b456fb5a93ae&id=68080b284be0354ece122be7>.

“**Professional Services**” means any implementation, training, consulting, data migration, conversion, integration, or other services provided by Archer as set forth in a Statement of Work, service brief, or Order Form.

“**Order Form**” means the ordering document representing Client’s purchase of a Subscription to the Archer Application or other services, or both, and associated pricing.

“**Archer Applications**” means the Archer Software-as-a-Service applications made available to Client by Archer via a Subscription.

“**Statement of Work**” or “**SOW**” means an agreement specifying the details for the performance of the Professional Services and signed by both Parties.

“**Subscription**” means the right of Authorized Users to access and use the Archer Applications as set forth in an Order Form.

“**Support Services**” means the services for the support and maintenance of the Archer Applications as provided for in the Support and SLA Agreement.

“**Support & SLA Agreement**” means the support and service level agreement for the applicable SaaS Archer Applications, available at <https://www.archerirm.com/company/standard-form-agreements>, which is incorporated by reference. Archer may make changes to the Support and SLA Agreement without Client's consent provided such changes do not have a material adverse impact on Client.

“**Subscription Term**” means the initial term of Client's authorized use of the Archer Application, as set forth in the initial Order Form, together with any renewal terms.

## **1. Archer Application Access; Use; Restrictions.**

**1.1. Access; Subscription.** Subject to the terms and conditions of this Agreement, Archer shall provide Client's Authorized Users access to the Archer Applications via a Subscription as specified in this Agreement, and Archer grants Client a non-exclusive, non-transferable right to access the Archer Application during the Subscription Term solely for Client's internal business purposes.

**1.2. Archer Applications Use.** Client is responsible for: (i) any Archer Application use that occurs under Client's login credentials, (ii) Client's Content, and (iii) Client's Authorized Users' compliance with the Agreement. If Client becomes aware of any Authorized User's violation of the Agreement, Client must promptly suspend that Authorized User's access to the Archer Application. If Client becomes aware that any of Client's Content, or any Third-Party Solution, violates this Agreement, Client must promptly remove that Content or suspend use of that Third-Party Solution. If Client believes Client's account has been compromised, including any unauthorized access, use, or disclosure, of any account information, passwords, usernames, or login credentials, Client shall notify Archer immediately. Client may not impersonate another Archer user or provide false identity information to gain access to or use the Archer Applications. If Archer reasonably believes a problem with the Archer Applications may be attributable to Client's Content or to Client's use of the Archer Applications, Client must promptly cooperate with Archer to identify the source of the problem and to resolve the problem.

**1.3. Use Restrictions.** Client shall not: (a) resell or sublicense the Archer Applications; (b) reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the software included with the Archer Applications, or any part thereof; (c) attempt to probe, scan or test the vulnerability of the Archer Applications, or a Archer, Archer Client, or Archer supplier system, account, or network; (d) use the Archer Applications: (i) in a way prohibited by law; (ii) to violate any rights of others; (iii) to try to gain unauthorized access to or disrupt or harm the Archer Applications or any other Archer, Archer client's, or Archer supplier's, service, device, data, account, or network; (iv) work around the Archer Application's technical limitations, architecture configurations, or both, fee calculation, product configuration, pricing, or storage or usage limits associated with each Archer Application software module; (v) repurpose the Archer Applications or any of their components to create functionality that is substantially similar to or duplicative of commercially available features sold by Archer; (vi) use the Archer Applications to create or enhance a competitive offering or for any purpose which is competitive to Archer; (vii) perform or fail to perform any other act which would result in a misappropriation or infringement of Archer's intellectual property rights in the Archer Applications; (viii) to transmit unsolicited bulk or commercial messages or intentionally distribute worms, trojan horses, viruses, corrupted files or any similar items; or (ix) to restrict, inhibit, interfere or attempt to interfere with the ability of any other person to use or enjoy the Archer Applications or a user's network, or cause a performance degradation to any facilities used to provide the Archer Applications.

**1.4. Content Restrictions.** Client shall not upload into the Archer Applications any Content that: (a) may create a risk of harm or any other loss or damage to any person or property; (b) may constitute or contribute to a crime or a tort; (c) includes any data that is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any data that Client does not have a right to upload into the Archer Application; or (e) is otherwise prohibited as specified in the Agreement.

**1.5. Open-Source Software.** Archer Applications include open-source software components. Archer shall not use open-source software in any way that imposes obligations on Client other than as stated in this Agreement. Archer shall comply with all open-source software terms and conditions.

## 2. Proprietary Rights.

**2.1. Archer Application Ownership.** As between Client and Archer, Archer owns all right, title, and interest in and to the Archer Applications and any related intellectual property, including all improvements, enhancements, modifications, and derivative works, and all worldwide intellectual property rights, including (t) copyrights and works of authorship, (u) all Archer brand logos and other trademarks, service marks, trade dress and branding, (v) trade secrets and know-how, (w) patents, patent applications, moral rights, and inventions, (x) software and algorithms, (y) domain names and web presence, (z) advertising and promotional material, and all other proprietary rights, whether registered or unregistered, related to the Archer Applications. This includes any information Archer collects and analyzes about Client's use of the Archer Application pursuant to Section 2.3. Client's rights to use the Archer Applications are limited to those expressly granted in the Agreement.

**2.2. Client Content Ownership.** As between Client and Archer, Client retains all rights, title, and interest in and to Client's Content and all intellectual property rights in Client's Content. Archer's rights to access and use Client's Content are limited to those expressly granted in the Agreement. During the Subscription Term, Client grants Archer a limited, non-exclusive license to use Client Content for the purpose of Archer providing the Archer Applications to Client. Client has the sole responsibility for the accuracy, quality, integrity, legality, reliability, right to provide Archer with, and appropriateness of all Client Content. Archer shall not be responsible or liable for any deletion, destruction, damage, or loss of any Client Content caused by Client.

**2.3. Benchmarking; Artificial Intelligence.** Archer may use data based on Client's Archer Application use to (u) provide support, (v) monitor Archer Application infrastructure performance, integrity, and stability, (w) improve Archer's products and services and Client's experience, (x) prevent or address technical issues, and (z) provide data analytics and benchmarking services provided any Client Content used is anonymized and in a aggregated format, and (z) when procuring Archer Applications that utilize artificial intelligence, provide artificial intelligence technologies, provided Archer does not use any Client Content to train third-party models outside of Client's Archer instance.

**2.4. Optional Feedback.** "Feedback" means all comments and suggestions, whether written or oral, furnished by Client or its Authorized Users to Archer. Archer in its sole discretion may utilize the Feedback furnished by either Client or Authorized Users to Archer in connection with the Agreement provided Archer does not reference or identify Client or Client's Authorized Users. Client hereby grants Archer a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in Archer's products and services provided the Feedback does not identify Client or Client's Authorized Users.

## 3. Invoicing; Payment.

**3.1. Fees.** Client shall pay Archer all fees stated in the Agreement no later than 30 days after the invoice's date, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate, except for fees then under good faith dispute as evidenced in a writing promptly sent by Client to Archer prior to the payment due date. Except as expressly set forth in the Agreement, all fees are non-refundable, and all Order Forms are non-cancelable.

**3.2. Credit Card Payments.** If Client pays for an Archer Application via a credit card, Client may be subject to any additional terms presented to Client by a third-party credit card payment processor.

**3.3. Taxes.** Fees paid for the Archer Application are exclusive of any sales, value-added taxes (VAT), goods and services taxes, use, excise, and other similar taxes (other than income taxes), export and import fees, customs duties, and similar charges imposed by any government or other authority ("Taxes"). Client shall pay or reimburse Archer for all Taxes arising under the Agreement except for taxes based on Archer's net income, gross revenue, or employment obligations. Archer shall provide Client with a valid invoice if VAT is chargeable in respect of any amount payable under this Agreement. Client may qualify for tax exemptions from time to time in which case Client shall timely provide Archer with a valid certificate of exemption or other appropriate documentary proof of exemption. If Client is required to pay or withhold any Tax for payments due under the Agreement, where Archer is a resident in a different country than Client, Client shall gross up Client's payments to Archer so that Archer receives the amount it would have received if such deduction or withholding tax were not required where legally permitted. If Client is required to pay any Taxes to a taxing authority, Client shall also provide documentation to Archer showing that Client paid those Taxes. Archer is not responsible to Client for any penalties, interest or other charges arising from any act or omission by Client regarding tax compliance.

#### 4. Temporary Suspension.

**4.1. Generally.** Archer may, acting reasonably and in good faith, at its option, suspend Client's use of any Archer Application if: (a) Client is in breach of the Agreement and does not cure such breach within 10 days after Archer notifies Client of such breach; (b) Archer believes that Client's use of the Archer Application poses a security risk to the Archer Application or to other users of the Archer Application; or (c) Archer suspects fraud or abuse. Archer shall give Client fifteen (15) days' notice before suspending Client's use of the Archer Application unless Archer reasonably determines that providing such notice presents a risk of harm to the Archer Application, to other users of the Archer Application, or to any person or property, in which case Archer will notify Client as soon as practicable. Archer shall only suspend Client's access to the Archer Application that is the subject of the issue giving rise to the suspension. Archer shall promptly reinstate Client's access to the Archer Application once Archer determines that the issue causing the suspension has been resolved.

**4.2. Effect of Suspension.** Client will remain responsible for all fees incurred before and during any suspension. Client will not be entitled to any service credits under the applicable Support & SLA Agreement that Client might have otherwise accrued during any suspension.

#### 5. Term; Termination.

**5.1. Term.** The Agreement starts upon Client's signature to an Order Form and remains in effect for the Subscription Term unless otherwise terminated in accordance with this Agreement. The initial Subscription Term starts when Archer delivers Client's login credentials to the email address associated with the account, or as otherwise indicated on the applicable Order Form.

**5.2. Termination.** Either Party may terminate this Agreement immediately: (i) upon written notice if the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach; or (ii) upon sending the other Party notice if that Party: (a) becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (b) becomes subject to control of a trustee, receiver, or similar authority, or to any bankruptcy or insolvency proceeding.

##### 5.3. Effect of Termination.

**5.3.1.** Upon termination of the Agreement for any reason Client shall: (y) stop using the Archer Applications, and (z) return, or if Archer requests, destroy any Archer Confidential Information in Client's possession or under Client's control (other than information that must be retained pursuant to law). Client is responsible for ensuring that Client has necessary copies of all Client's Content prior to a termination's effective date.

**5.3.2.** Except to the extent Client is permitted to terminate the Agreement under Section 5.2, in which case Client shall be entitled to a prorated refund of any pre-paid Subscription fees for the remaining number of months left in the Subscription Term following the termination's effective date, any termination of the Agreement does not entitle Client to any refunds, credits, or exchanges, and Client shall be liable for all fees for the entire Subscription Term. If Archer terminates the Agreement prior to expiration of a Subscription Term under Section 5.2, Client shall be liable for all fees due with respect to the Archer Applications for the remainder of the then-current Subscription Term.

**5.3.3. Data Return.** If Client requests, upon termination, Archer shall provide Client an industry standard file containing the most recent Client Content available in the Archer Applications within Archer's possession within thirty days of termination.

#### 6. Third-Party Solutions & Applications; Marketplace.

**6.1. Background.** Archer Applications are interoperable with and can be integrated with third-party software and services solutions that are provided by a third party but that are not embedded in or required for Archer Application use (each, a "**Third-Party Solution**"), and that may also be available to be purchased through the Archer marketplace (the "**Marketplace**" and, for Third-Party Solutions purchased through the Marketplace, each third-party software products and/or services provider, a "**Marketplace Vendor**"). Regarding the Marketplace, where Archer offers Third-Party Solutions through the Marketplace, Archer is merely an intermediary, like an app-store.

**6.2. Archer Marketplace; Third-Party Solutions.** For each Third-Party Solution, of either a Marketplace Vendor or other provider of Third-Party Solutions (collectively, "**Third-Party Solution Providers**"), because Third-Party Solutions are provided by Third-Party Solution Providers, the licensing of any Third-Party Solution is a direct license

and sale between Client and the Third-Party Solution Provider. Because Third-Party Solutions are provided by Third-Party Solution Providers and such relationship is independent of Archer and Client: (a) Third-Party Solution Providers are not Archer's agent, subcontractor, or sub-processor, (b) Archer makes no representations or warranties regarding Third-Party Solutions, (c) when Client purchases Third-Party Solutions, a Third-Party Solution Provider's terms and conditions, including their data protection terms, and not this Agreement, apply to Client and govern Client's use of Third-Party Solutions. Accordingly, Client is urged to review any Third-Party Solution Providers terms and conditions before purchasing or otherwise accessing any Third-Party Solutions, (d) Archer is not responsible for the content and the operation of any Third-Party Solutions, (e) Archer has no liability whatsoever to Client related to Third-Party Solutions, (f) any exchange of data between Client and any Third-Party Solution Provider is solely between Client and the Third-Party Solution Provider and Archer is not responsible for any disclosure, modification or deletion of Client's data resulting from access by a Third-Party Solution Provider, and (g) if a Third-Party Solution Provider ceases to provide, or makes changes to, their product, including the products' interoperation with the Archer Applications, Client is not entitled to any refund, credit, or other compensation from Archer.

## 7. Warranties.

**7.1. Archer Applications Warranty.** Archer warrants that the Archer Applications will operate in substantial conformity with the Documentation. If the Archer Applications fail to operate in substantial conformity with the Documentation, Client's sole and exclusive remedy for such failure is that Archer shall in its sole, but reasonable, discretion either: (1) repair the nonconformity so that the Archer Applications perform in accordance with the Documentation; (2) replace the non-conforming portion of the Archer Applications so that the Archer Applications perform in accordance with the Documentation, or (3) terminate Client's Subscription to the affected Archer Applications and provide Client a refund equal to the fees paid for the period during which the affected Archer Applications were rendered unusable, prorated on a monthly basis.

**7.2. Services Warranty.** Archer warrants that it will perform Professional and Support Services in a workmanlike and professional manner, in accordance with generally accepted industry standards. Client's sole remedy for Archer's breach of this section shall be reperformance of the relevant services free of charge.

**7.3. Disclaimer.** OTHER THAN THE LIMITED WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARCHER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE ARCHER APPLICATIONS AND TO ALL MATERIALS OR SERVICES PROVIDED TO CLIENT UNDER THE AGREEMENT, INCLUDING ANY THIRD-PARTY SOLUTION. ARCHER AND ARCHER'S SUPPLIERS DO NOT WARRANT THAT THE ARCHER APPLICATIONS WILL BE UNINTERRUPTED OR FREE FROM DEFECTS OR ERRORS, OR THAT THE ARCHER APPLICATIONS WILL MEET (OR IS DESIGNED TO MEET) CLIENT'S BUSINESS REQUIREMENTS. FURTHERMORE, ARCHER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER IN RELATION TO THIRD-PARTY SOLUTIONS.

**7.4. General Warranty.** Each of the Parties represents and warrants that (a) the Agreement constitutes its valid and binding obligation and is enforceable against and in accordance with the terms of this Agreement, and as to Client, the Order Form and/or SOW was executed by a duly authorized representative of Client with authority to bind Client to this Agreement.

## 8. Indemnification.

**8.1. Archer Indemnification.** Archer shall: (1) defend Client against any claims, suits, or proceedings by a third party alleging that the Archer Applications infringe any patent, trademark, or copyright of that third party, or misappropriates a trade secret of that third party (each, an "**Infringement Claim**"); and (2) indemnify Client for all fines, judgments, awards, losses, charges, liabilities, penalties, interest, damages, and costs & expenses (including reasonable attorney's fees) resulting from a final award, judgment, or order of a court of competent jurisdiction or a government agency, and any settlement, based on an Infringement Claim. The foregoing obligations are applicable only if Client: (i) provides Archer with notice of any Infringement Claim within a reasonable period after learning of the Infringement Claim (provided that any delay in providing the notice will relieve Archer of its indemnification obligations only to the extent that the delay prejudices Archer); (ii) allows Archer to have sole control over the defense of the Infringement Claim; and (iii) reasonably cooperates in response to Archer's requests for assistance with regard to the Infringement Claim. Archer shall not, without

Client's prior written consent, enter any settlement of any Infringement Claim that obligates Client to admit any liability to make any unreimbursed monetary payment, or to undertake any material obligation. If the Archer Applications become or in Archer's opinion are likely to become the subject of an Infringement Claim, Archer may at its option and expense: (a) procure the rights necessary for Client to keep using the Archer Applications; (b) modify or replace the Archer Applications to make it non-infringing without materially reducing its functionality; or (c) terminate the Agreement and refund any prepaid fees, prorated for the remaining portion of the then-current Subscription Term. This section 8.1 states the entire liability and obligation of Archer and Client's exclusive remedy regarding any Infringement Claims.

**8.2. Exclusions; Client Indemnification.** Notwithstanding section 8.1, Archer shall have no obligations for an infringement claim based upon: (a) any use of Archer Applications in combination with non-Archer products or content, including any of Client's Content and/or any Third-Party Solution; (b) use of Archer Applications for a purpose or in a manner not permitted by the Agreement, or use after Archer notifies Client to cease such use due to a possible or pending Infringement Claim; (c) any modification to Archer Applications made without Archer's express written approval; (d) any modifications Archer makes to Archer Applications pursuant to instructions, designs, specification, or other information Client provides to Archer; (e) any data or information Client or a third party records on or utilizes in connection with the Archer Applications; (f) any claim that relates to open source software or freeware technology not embedded in the Archer Applications, third party products, or any derivative or other adaptation thereof; or (g) any Archer Applications provided on a no-charge basis (collectively, the "**Client Indemnity Obligations**"). Client shall defend Archer against any claim in any way connected to the Client Indemnity Obligations and shall indemnify Archer for all fines, damages, and other costs resulting from a final award, judgment, or order of a court of competent jurisdiction or a government agency arising out of the Client Indemnity Obligations.

**9. Limitation of Liability.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR AMOUNTS OWED TO ARCHER BY CLIENT AS SET FORTH IN THE AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY UNDER OR IN RELATION TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT UNDER THIS AGREEMENT FOR THE THEN-CURRENT SUBSCRIPTION YEAR, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM A MATERIAL BREACH OF CONTRACT, TORT, BREACH OF STATUTORY DUTY, OR OTHERWISE. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL NOT APPLY TO: (I) ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE; (II) ANY LIABILITY ARISING FROM FRAUD OR WILLFUL MISCONDUCT; (III) ANY LIABILITY THAT MAY NOT BE EXCLUDED UNDER APPLICABLE LAW; AND (IV) ARCHER'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS.

## **10. Confidential Information.**

**10.1. Definition; Use.** "**Confidential Information**" means any non-public information of a commercial or technical nature relating to a Party, disclosed, whether orally or in writing, to the receiving Party, in any form, by or on behalf of the disclosing Party, that is marked or designated as confidential or might reasonably be considered as confidential, including but not limited to, certain confidential, or proprietary, or both, information related to technology and business activities, computer programs and software, all know-how, trade secrets, techniques, formulas, data, inventions, prototypes, specifications, procedures, processes, protocols, scientific, technical, statistical, strategic, financial or commercial information. Each Party agrees to: (a) use the Confidential Information of the other Party only for the purposes described and as permitted herein; and (b) restrict access to the Confidential Information to such of its affiliates, personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement.

**10.2. Exceptions.** The foregoing provision will not apply to Confidential Information that (a) is publicly available or in the public domain when disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's lawful possession free of any confidentiality obligations before disclosure; (e) is independently developed by the recipient; (f) is approved for release or disclosure by the disclosing party in writing without restriction; or (g) is disclosed pursuant to the

order or requirement of a court, administrative agency, or other governmental body, provided the receiving party provides reasonable advance notice to enable the disclosing party to obtain a protective order.

**10.3. Injunctive Relief.** Nothing in the Agreement limits a Party's ability to seek equitable relief.

## 11. Miscellaneous.

**11.1. Export Control.** Archer and Client shall comply with the export laws and regulations of the European Union, the United States, and any other applicable jurisdictions in providing and using Archer Applications and any Professional Services or Support Services. Without limiting the foregoing, (i) each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Client shall not permit Authorized Users to access or use the Archer Applications or any Professional or Support Services in violation of any export, embargo, prohibition, or restriction.

**11.2. United States Government Contracting.** If Archer Applications or Services are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then, as a commercial item, the Government's rights in the Software, Services, Content and Documentation will be only as set forth (i) in this Agreement or (ii) as provided in FAR 12.212 (Computer Software) and (for Department of Defense use or disclosure) DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided in (i) or (ii) is the more restrictive. Client shall be responsible for ensuring that this provision is included in all agreements with the United States Government and that Archer Applications, when delivered to the United States Government, are correctly marked as required by applicable United States Government regulations governing such restricted rights as of such delivery.

**11.3. Assignment.** Client may not assign or transfer the Agreement, in whole or in part, by operation of law or otherwise, without Archer's prior written consent. Any attempted assignment or transfer of the Agreement without Archer's consent will be void and is a breach of the Agreement. Subject to these limitations, the Agreement will bind and inure to the benefit of the Parties and their respective successors and assigns.

**11.4. Notices.** Any notice by Archer to Client under the Agreement will be given: (a) by email to the email address associated with Client's account, if Client has subscribed to this method of receiving notices, or (b) by posting on either the Archer Applications' portal or Archer's generally available Client access portal. Client shall direct legal notices or other correspondence to Archer's physical address and via email at [legalnotices@archerirm.com](mailto:legalnotices@archerirm.com).

**11.5. Amendment.** Any modification or variation of this agreement is only effective if it is in writing, refers specifically to this Agreement, and duly executed by each Party.

**11.6. Waiver.** Waiver of a breach of any provision of the Agreement will not constitute a waiver of any later breach of that provision, or waiver of a breach of any other provision.

**11.7. Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

**11.8. Compliance with Laws.** Client and Archer shall comply with all laws applicable to their obligations under the Agreement.

**11.9. Force Majeure.** Neither Party shall be liable for any delay or failure to perform its obligations under the Agreement due to any cause beyond such Party's reasonable control including labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other acts of nature, embargoes, riots, acts or orders of government, acts of terrorism, or war. Each Party shall use its reasonable best efforts to notify the other Party of the occurrence of such an event within three (3) business days of its occurrence.

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

**11.11. Third-Party Rights.** Other than as expressly provided in the Agreement, the Agreement does not create any rights for any person who is not a party to it, and only persons who are parties to the Agreement may enforce any of its terms or rely on any exclusion or limitation contained in the Agreement.

**11.12. Independent Parties.** Archer and Client are independent contracting parties, and under no circumstances will the Agreement be construed to create a partnership, joint venture, agency, franchise or

employment relationship between Archer and Client. Neither Client nor Archer, nor any of Archer's affiliates, officers, directors, or employees, is an agent of the other for any purpose, nor has the authority to bind the other.

**11.13. Survival.** Any provision relating to proprietary rights, payment of fees, confidentiality and non-disclosure, indemnification, and limitation of liability shall survive the Agreement's termination.

**11.14. Counterparts; Signatures.** This Agreement and any other related documents may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Electronic signatures shall be treated in all respects as having the same effect as an original signature.

**11.15. Priority; Entire Agreement.** Any term or condition specified in Client's purchase order or any of Client's terms and conditions is void and not applicable to the Agreement, even if signed by Archer. If there is a conflict between an Order Form and the terms of the Agreement, the Order Form shall control. The Agreement is the entire agreement between Client and Archer regarding its subject matter. The Agreement supersedes all prior or contemporaneous communications, understandings, and representations, whether written or oral, between Client and Archer regarding its subject matter.