On-Premise Software License Agreement

This On-Premise Software License Agreement (the "**Agreement**") 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 Agreement.

Clients Procuring through Authorized Resellers. If you are procuring the Products and Services 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 On-Premise Software License Agreement.
- Unless you sign an ordering document with Archer, then the affiliate, payment, and delivery obligations below do not apply to you.
- Archer's aggregate liability to you shall be limited to $10,000 USD.
- For third party clients purchasing from a reseller, Client shall mean the entity purchasing from the reseller.

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1. Definitions. Capitalized terms shall have the meaning as set forth in this Section 1 or as otherwise defined in this Agreement.

1.1. "**Affiliate**" means a legal entity that is, directly or indirectly, controlled by, controls, or is under common control with Client or Archer, respectively. "**Control**" means more than 50% of the voting power or ownership interests. "**Client Affiliate**" shall mean any Affiliate of Client.

1.2. "**Documentation**" means the then-current, generally available, written user manuals and online help and guides provided by Archer for Archer's Products.

1.3. "**Installation Site**" means the ship-to address or other location identified on the Order Form as the site of installation or use of a Product, or both, or a subsequent location approved by Archer.

1.4. "**Intellectual Property Rights**" means all registered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property right laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.5. "**Order Form**" means the Archer ordering document representing Client's procurement of the Products, Services, or both, and associated pricing.

1.6. "**Product(s)**" means the Archer software that is installed on Client's hardware. "**Software**" means a series of instructions or statements in machine-readable, object code form only.

1.7. "**Services**" means (i) services for the support and maintenance of Products ("**Maintenance Services**" or "**Support Services**") governed by the applicable terms currently located at: https://www.archerirm.com/company/standard-form-agreements or (ii) consulting, installation, implementation, or other services that are not Maintenance Services ("**Professional Services**") governed by the applicable terms and currently located at https://www.archerirm.com/company/standard-form-agreements.

1.8. "**Software Release(s)**" means any subsequent generally available version of Software provided by Archer from time to time during the Term not including new Product(s).

1.9. "**Supplier(s)**" means an entity (other than Client) whose components, subassemblies, software and/or services have been incorporated into Products, Services, or both.

1.10. "**Training**" means Archer's generally available training course offerings, whether online, through CD, instructor-led, or any other method of delivery.

1.11. "**Training Materials**" means the materials provided to Client during Training.

2. Purchasing; **Payment**; **Client Affiliates**.

2.1. Payment.

2.1.1. Client shall pay Archer's invoices in full, in the same currency as the Archer invoice, within thirty (30) days after the date of Archer's invoice. Interest shall accrue 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.

2.1.2. Credit Card Payments. If Client pays for a Product and/or Services via a credit card, Client may be subject to any additional terms presented to Client by a third-party credit card payment processor.

2.1.3. Taxes. Fees for Products and/or Services 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.

2.2. Transactions with Client Affiliates. Client Affiliates domiciled in the same country as Client are entitled to order Products and Services ("**Offerings**") under this Agreement, if such Offerings are to be installed/delivered and/or performed in such same country. If such Offerings are intended to be installed/delivered and/or performed in any other country instead, the Client Affiliate operating in such other country and the local Archer Affiliate, if any, that engages in direct sales/licensing activities of such Offerings must execute a local participation agreement. The participation agreement must incorporate by reference the terms of this Agreement; and it must address any local country laws and business requirements and practices. Thereafter, the Order Form for such Offerings, must reference the local participation agreement. If there is no such local Archer Affiliate, then Archer will provide alternative methods of procurement.

3. License Terms.

3.1. General License Grant. Archer grants to Client a nonexclusive and nontransferable (except as otherwise permitted herein) license (with no right to sublicense) to use the (x) Product(s) during the Term, (y) Software solely for Client's internal business purposes, and (z) Documentation related to Software solely for the purpose of supporting Client's use of Software. Licenses granted to Client shall be for the duration of the Archer Order Form and commence on Delivery of the physical media or the date Client is notified of availability for electronic download, as applicable. Software may require Client to complete Archer's then current product registration process, if any, to obtain and input an authorization key or license file.

3.2. Licensed Copies. All Software licenses granted herein are for use of object code only. Client may only use one production copy of the Archer Software. Client may copy Documentation as reasonably necessary for Client's authorized internal use of Software. Any copy of the Software made by Client: (a) will remain the exclusive property of Archer; (b) be subject to the terms and conditions of this Agreement; and (c) must include all copyright or other Intellectual Property Rights notices contained in the original Software.

3.3. License Restriction. Client shall not, without Archer's prior written consent (i) sublicense, or use Software in a service bureau, application service provider or similar capacity; or (ii) disclose to any third party the results of any comparative or competitive analyses, benchmark testing or analyses of Archer Products performed by or on behalf of Client; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Software in any form to anyone other than Client's employees, or contractors that are reasonably acceptable to Archer, and require access to use Software on behalf of Client in a manner permitted by this Agreement; or (iv) transfer Software to an Affiliate or a third party. If the Software contains or is bundled with third party products, then Client may use such third-party products solely for use with the Software that is subject to this Agreement as set forth in the applicable Documentation. Client shall not use any third-party product embedded in or bundled with the Archer Software as a standalone program or in any way independently from the Software. Client shall not, and shall not authorize any third party to, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Software; reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part without Archer's prior written consent.

3.4. Software Releases. Software Releases are subject to the license terms applicable to the Software. Software and Software Releases shall not be combined with Open-Source software. Some third-party license terms require that computer code be disclosed in source code form to third parties, (i) licensed to third parties for the purpose of making derivative works, or (ii) redistributable to third parties at no charge (collectively, "**Excluded License Terms**"). If Archer grants Client the right to incorporate, modify, combine or distribute any

of the Software licensed hereunder, then Client shall not incorporate, modify, combine or distribute the Software with any other computer code in a manner that would subject the Archer Software to Excluded License Terms.

3.5. Reservation of Rights. Archer reserves all rights not expressly granted to Client in this Agreement. Nothing in this Agreement shall limit in any way Archer's right to develop, use, license, create derivative works of, or otherwise exploit the Software, or to permit third parties to do so.

3.6. Audit. Archer (including its independent auditors) shall have the right to audit Client's usage of the Products no more than once annually to confirm compliance with the terms of the Agreement and the Schedule or Order Form at Archer's expense. Archer shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hours and shall not unreasonably interfere with Client's business activities. Should such audit indicate usage of Products more than that for which Client has paid, in addition to any other rights Archer may have for breach of this Agreement and the Schedule or Order Form, Client shall promptly reconcile its account with Archer and pay the Archer invoice, if any, that results from such reconciliation.

3.7. Other License Terms. If a particular component of a Product is covered by its own license terms ("**Separate License Terms**"), typically in the form of a (i) "click-to-accept" agreement, or (ii) "shrink-wrap" agreement, or (iii) notice indicating that by installation and/or use applicable license terms apply; then, in case of conflict with the terms of this Agreement, such Separate License Terms shall only prevail with regard to components for which Archer is not the licensor.

4. Product Warranty.

4.1. Software Warranty. Archer warrants that the Software will operate in substantial conformity with the Documentation. If the Software fails 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 Software performs in accordance with the Documentation; (2) replace the non-conforming portion of the Software so that the Software performs in accordance with the Documentation, or (3) terminate Client's license to the affected Software and provide Client a refund equal to the fees paid for the period during which the affected Software was rendered unusable, prorated on a monthly basis. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SOFTWARE IS PROVIDED "AS IS."

4.2. 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.

4.3. Disclaimer. OTHER THAN THE LIMITED WARRANTIES SET FORTH IN SECTIONS 5.1 AND 5.2, 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 SOFTWARE 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 SOFTWARE WILL BE UNINTERRUPTED OR FREE FROM DEFECTS OR ERRORS, OR THAT THE SOFTWARE 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.

5. Services.

5.1. Maintenance Services. Archer shall provide Maintenance Services in accordance with applicable Maintenance Services terms and conditions contained at the following hyperlink: https://www.archerirm.com/company/standard-form-agreements.

5.2. Other Services. Archer will provide other pre-packaged Services including training Services (other than Maintenance Services which shall be provided pursuant to Section 6.1 above), subject to availability, in accordance with Archer's price list in effect at the time such Services are ordered, and in accordance with the relevant Professional Services terms and conditions contained at the following hyperlink: https://www.archerirm.com/company/standard-form-agreements.

6. Indemnity.

6.1. Archer Indemnification. Archer shall (i) defend Client against any claims, suits, or proceedings by a third party alleging that a Product (but excluding third-party products, any Products provided for evaluation or

without charge, and open source software), infringes any patent, trademark, or copyright of that third party, or misappropriates a trade secret of that third party (each, an "**Infringement Claim**") enforceable in the country where Client purchased the Product from Archer; and (ii) 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. Should any Product become, or in Archer's opinion be likely to become, the subject of an Infringement Claim, Archer may, at its expense and in its discretion: (1) procure the rights necessary for Client to keep using the Product or Maintenance Service; (2) modify or replace the Product or Maintenance Service to make it non-infringing without materially reducing its functionality; (3) replace the affected Product with non-infringing substitutes; (4) provide a reasonable depreciated or pro rata refund for the affected Product; or (5) discontinue the Maintenance Services and refund the portion of any pre-paid Maintenance Service fees that corresponds to the period of Maintenance Services discontinuance. Except as otherwise provided by law, this Section 6.1 states the entire liability and obligation of Archer and Client's exclusive remedy regarding any Infringement Claims.

6.2. Exclusions from Archer Indemnity. Notwithstanding section 6.1, Archer shall have no obligations for an infringement claim based upon: (i) if Client is in material breach of this Agreement; or (ii) for any Claim resulting or arising from: (1) any combination operation or use of an Archer-branded Product with any other products, services, items, or technology, including third party products and open-source software; any use of the Software in combination with non-Archer products or content; (2) use of the Product for a purpose or in a manner for which the Product was not designed, or use after Archer notifies Client to cease such use due to a possible or pending Infringement Claim; (3) any modification to the Product made by any person other than Archer or its authorized representatives; (4) any modifications Archer makes to the Product pursuant to instructions, designs, specifications or any other information Client provides to Archer; (5) use of any version of a Product when an upgrade or newer iteration of the Product made available by Archer would have avoided the infringement; (6) services provided by Client (including Claims seeking damages based on any revenue Client derives from Client's services); or (7) any data or information that Client or a third-party records on or utilizes in connection with the Archer-branded Products, 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.

7. Limitation of Liability.

7.1. 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 DURING THE TWELVE MONTHS BEFORE THE DATE THAT THE MATTER AROSE FOR THE PRODUCT, SERVICES, OR BOTH, 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; (IV) ARCHER'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, (V) CLIENT'S INDEMNIFICATION OBLIGATIONS; (VI) VIOLATION OF THE RESTRICTIONS ON USE OF PRODUCTS AND SERVICES OR ARCHER'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS.

7.2. Regular Back-Ups. Client is solely responsible for Client's data. Client must back up its data before Archer performs any remedial, upgrade, or other work on Client's production systems. If applicable law prohibits exclusion of liability for lost data, then Archer will only be liable for the cost of the typical effort to recover the lost data from Client's last available back-up.

8. Confidential Information.

8.1. "**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 and/or proprietary 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.

8.2. 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.

9. Term; Termination.

9. Term; **Termination**. This Agreement takes effect on the effective date and continues until terminated for a material or otherwise expires (the "**Term**"); provided that in the case of a material breach the breaching party is notified of the cause for termination and, in the event a remedy is possible, is first afforded thirty (30) days to cure the material breach. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment of outstanding fees, confidentiality and liability, shall so survive. Upon any termination of this Agreement or Client's license to use the Software, upon Archer's request, Client shall promptly return to Archer, or destroy and certify in writing to Archer, that it has destroyed the original and all copies, in whole or in part, in any form, of the Software, Documentation, and any other Confidential Information disclosed by Archer under this Agreement. The termination of this Agreement shall not (i) discharge any payment obligations accrued as of the effective date of such termination, even if such obligations are payable after the termination date, or (ii) entitle Client to a refund of any amounts previously paid to Archer.

10. Proprietary Rights.

10.1. Products and Services Ownership. As between Client and Archer, Archer owns all right, title, and interest in and to the Products and Services and any related intellectual property, including all improvements, enhancements, modifications, and derivative works, and all worldwide intellectual property rights, including (i) copyrights and works of authorship, (ii) all Archer brand logos and other trademarks, service marks, trade dress and branding, (iii) trade secrets and know-how, (iv) patents, patent applications, moral rights, and inventions, (v) software and algorithms, (vi) domain names and web presence, (vii) advertising and promotional material, and all other proprietary rights, whether registered or unregistered, related to the Software. This includes any information Archer collects and analyzes about Client's use of the Software pursuant to Section 10.2. Client's rights to use the Products are limited to those expressly granted in the Agreement.

10.2. System Data. In certain circumstances, Archer collects data from Client installations and use of Archer products ("**System Data**"). Specific information about Archer's collection and use of such System Data is detailed in the applicable product's documentation or governing Agreement. Client hereby consents and grants Archer a license to use System Data for the purposes of Archer providing the Products and Services to Client. Archer may use System Data based on Client's Product and Services use to (v) provide support, (w) monitor Service Offering infrastructure performance, integrity, and stability, (x) improve Archer's products and services and Client's experience, (y) prevent or address technical issues, and (z) provide data analytics and benchmarking services, and artificial intelligence technologies provided any Client Content used is anonymized and in an aggregated format. For on-premise and hosted deployments of Archer Software, Client may terminate Archer's collection of System Data at any time by, (i) for on-premise Clients, disabling the System Data feature, in the applicable Archer control panel in the Software, or (ii) for hosted Clients, by

submitting a request to Archer to disable the System Data feature. Instructions to enable or disable the System Data feature are available in the applicable Archer Software's user guide.

10.3. Optional Feedback. "**Feedback**" means all comments and suggestions, whether written or oral, furnished by Client or its Authorized Users to Archer in connection with the Agreement. 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.

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 the Software and access to related technology ("Materials) 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 Materials or any Professional or Support Services in violation of any export, embargo, prohibition, or restriction.

11.2. United States Government Contracting. If the Materials 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 the Material, when delivered to the United States Government, is 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. References. Each party shall not issue or release any written publicity or public announcement, relating in any way to this Agreement, without the prior written approval of the other.

11.5. 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 Service Offering 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.

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,. nothing in this Agreement, express or implied, is intended to or will confer upon any third party person or entity any right, benefit or remedy

of any nature whatsoever under or by reason of this Agreement; 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. Entire Agreement. This Agreement and if Client is purchasing directly from Archer, each Order Form or schedule (i) comprise the complete statement of the agreement of the parties regarding the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Client, including but not limited to any pre-printed terms thereon and any terms that are inconsistent or conflict with this Agreement and/or Archer Order Form or schedule, shall be null and void and of no legal force or effect, even if Archer does not expressly object to such terms when accepting a purchase order or similar document provided by Client. In case of any conflict between a schedule or Order Form and this Agreement, the schedule or Order Form shall control.