**Product Specific Terms and Conditions**

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Archer® Suite ("**Software**") is sold by **Archer Technologies LLC** or the relevant **Archer Technologies LLC** sales subsidiary or affiliate ("**Archer**") to customers who order (1) directly from Archer under a signature-bearing agreement between Archer and customer, (2) under the terms of an agreement, which applicable agreements are currently at: https://www.archerirm.com/company/standard-form-agreements ("**Standard Forms**") that is between Archer and the entity making productive use of the Software, or (3) through channel partners under the Standard Forms that is between Archer and the entity making productive use of the Software (collectively, the "**Governing Agreement**"). The information in this Product Notice is provided to further define the license and use rights and limitations for Archer Software, as well as to further provide for product specific use right terms and conditions. Archer reserves the right to modify this Product Notice at any time by updating this document.

- Archer Software is sold via a unit of measure used to quantify the scope of license and use rights and applicable restrictions based on a particular licensing or right to use model for such Archer Software, (each, a "**Unit of Measure**" or "**UOM**"). Some Governing Agreements, schedules, or quotes refer to the UOM as a "license unit" or other similar term. Use of Archer Software beyond the scope of the rights granted requires additional or modified license or use grants, and additional payment of applicable license or use and maintenance fees. **Concurrent.** Archer Software sold on a "per concurrent User" or "per concurrent client connection" basis means the maximum number of Users or client connections that may concurrently use or access the Archer Software.

- **Employees.** Employees are individuals who work for customer in any capacity, including but not limited to customer's agents, employees, consultants, and independent contractors.

- **Employee Count.** Archer products are priced to customers based on the total number of Employees in customer's organization identified on the quote or other ordering document.

- **Instance.** Archer Software sold on a "per Instance" basis means the maximum number of individual installations of an Archer Software application, or "Instances," customer may use at the same time in a production environment.

- **User.** Archer Software sold on a "per User" basis (sometimes referred to as a per "seat") basis means the maximum number of Users that may be authorized to use or access the Archer Software, regardless of whether such Users are actively using or accessing the Archer Software at any given time. Except as otherwise agreed in an applicable Governing Agreement, schedule, or quote, "User" means customer's Employees authorized by customer to use the Archer Software on customer's behalf to support customer's internal business purpose.

| Archer Product or Product Resold by Archer | Additional Terms Applicable to Customer's Purchase |
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| **Archer Cyber Risk Quantification Service*** | - If customer purchases Archer Cyber Risk Quantification service, the following terms only shall govern such purchase: the RiskLens Terms of Service, available at: https://rsav3.risklens.com/authentication/login?resultUrl=tos/. |
| **Third Party** | - If customer is purchasing Archer Third Party Security Risk Monitoring, the following |

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| **Security Risk Monitoring*** | terms only shall govern such purchase: The RiskRecon Terms of Service available at: https://www.archerirm.com/company/standard-form-agreements. |
| **CSRHub Content** | • If customer is purchasing CSRHub Content, the following terms only shall govern such purchase: The CSRHub Terms of Service available at: https://www.csrhub.com/sustainableproducts/termsofuse |
| **Compare Your Footprint*** | • If Customer purchases Compare Your Footprint, then the following terms apply: https://www.compareyourfootprint.com/software-license-agreement/ |
| **Archer On Premise Software** | • The warranty period is 90 days. Installation is not included, it's Performed by customer, or may be available for separate purchase. Customer's support options are Basic or Enhanced. Customer performs Installation of subsequent Software Releases. Customer-performed tasks are product support tasks that customer is authorized by Archer to perform. Archer will provide diagnostic tools and documentation to enable customers to perform replacement of designated equipment and other service tasks.<br>• Archer's right to collect System Data:<br>  o In certain circumstances, Archer collects data from customer installations and use of Archer products for purposes including but not limited to accurate billing of product usage and to maintain and improve 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.<br>  o By proceeding with installing or using the applicable Archer Software, customer hereby consents and grants to Archer a license to collect System Data from customer's installation or use of the applicable Archer Software for Archer to use System Data for all reasonable and necessary purposes, including to assist Archer in improving customer's user experience and the applicable Software application and other Archer products and services. Archer does not collect or use personally identifiable information in the System Data. For on-premise and hosted deployments of Archer Software, customer may terminate Archer's collection of System Data at any time by, (i) for on-premise customers, disabling the System Data feature, in the applicable Archer control panel in the Software, or (ii) for hosted customers, 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.<br>• Archer's right to use customer feedback related to Archer's Software:<br>  o For any feedback customer provides to Archer about Archer Software, products, and/or services, customer hereby irrevocably assigns to Archer all intellectual property rights customer may have in such feedback. If any rights in feedback are not assignable to Archer for any reason, customer hereby grants to Archer, its affiliates, and their successors a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, perpetual and irrevocable license, under all of customer's intellectual property rights in the feedback, for Archer and its affiliates to implement and use the feedback. |
| **Archer SaaS** | • Customer purchases an Archer SaaS base and additional (optional) use cases. Archer SaaS base contains the following foundational elements: Issues Management use case, Enterprise Apps, 50GB of storage (available across customer's Instances), and 2 ODAs. Each base option also contains an additional use case as detailed in the corresponding base SKU description on the Archer quote or ordering document. |
| **Additional Terms Applicable to Archer Software** | • In the event the total number of customer's Employees exceeds the number set forth on the applicable quote or other ordering document at any time, Archer may require customer to make additional payment of applicable license or use and maintenance fees. If customer's Employee Count increases by more than five percent (5%) over the Employee Count identified on the quote or other ordering document, then customer agrees to promptly, but no later than thirty (30) days following the increase in Employee Count, purchase additional license(s) or use(s) to |

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| | become compliant with such expanded Employee Count. Customer shall, upon Archer's request and not more than once every twelve (12) months, validate customer's Employee Count to Archer in writing. For each one (1) Instance of Archer Software sold for production use, customer will receive the right to use:<br><br>    ▪ For Archer on-premise: two (2) additional Instances in non-production use.<br>    ▪ For Archer SaaS: two (2) additional Instances in non-production use.<br>    ▪ For Archer hosting services: one (1) additional Instance in non-production use.<br><br>• Non-production use includes use for standby/development/disaster recovery. Fees for additional Instances (both production and non-production) will be quoted on request.<br>• Customer's use of Archer Software shall be limited to the use cases identified on the quote or other ordering document in description of the Archer product as set forth in the Stock Keeping Unit ("SKU") reference, product description, or otherwise.<br>• Archer may identify customer for reference purposes and use customer's logo in its marketing material. |
| **Archer SaaS Offerings with On-Premise Software License** | • **Incidental Software.** This section applies to Archer Engage and Archer Insight only. If Customer is an on-premises Archer GRC Platform Software customer, Customer acknowledges and agrees that Incidental Software must be downloaded, installed, managed, configured, and maintained by Customer to use its on-premises installation of the Archer GRC Platform Software to enable Customer to use the Service Offering(s). "Incidental Software" shall mean software incidental to Customer's use of the Service Offering(s), which must be installed in Customer's on-premises environment to enable Customer to use the Service Offering(s). Customer may use that software only (a) in connection with Customer's use of the Service Offering(s), (b) for the Subscription Term, and (c) in accordance with the Agreement. If that software is subject to an accompanying license agreement, Customer must comply with the terms of that license. If that software does not have an accompanying license agreement, then Archer's standard end user license agreement made generally available by Archer on its website applies. |
| **Compliance AI\*\*** | • Notwithstanding the double asterisks language below, the only Existing Obligation that does not currently apply to Compliance AI are the audit obligations at https://www.archerirm.com/_files/ugd/57e822_db6632523777425ba0286a3bddd53405.pdf. |

**\*** Products marked with an asterisk in the table above are resold by Archer. When Customer purchases a product being resold by Archer, the terms and conditions that exclusively apply to such purchase are listed in the right column in the table above.

\*\* Any product marked above with two asterisks is provided by a company that was recently acquired by Archer (each, a "**Newly Acquired Product**"). Customer understands that recent acquisitions take time to integrate. Accordingly, Archer's existing audit, security, SLA, and support obligations (the "**Existing Obligations**") set forth in the agreement governing Customer's access to Archer's software and services (the "**Agreement**") shall not apply to Newly Acquired Products. The only audit, security, SLA, and support obligations that immediately apply to Archer regarding Newly Acquired Products are those that such acquired company had at the time of Archer's purchase which are available upon Customer's request. Once such asterisks are removed, the Existing Obligations shall apply to the Newly Acquired Product unless Archer updates this Product Notice or other documents incorporated into the Agreement stipulating terms and conditions specific to the Newly Acquired Products.