Technology Access Terms and Conditions

These Technology Access Terms and Conditions ("Terms and Conditions") apply to the Parties adopting these Terms and Conditions by executing a Technology Access Agreement. All capitalized terms not defined in these Terms and Conditions have the meanings ascribed to them in the Technology Access Agreement.

1. **DEFINITIONS-**The terms defined in this Section 1 and any other capitalized terms defined in the other sections of these Terms and Conditions have the meanings stated.

1.1 "**Appendix**" means one or more appendices adopted by the Parties in the Technology Access Agreement.

1.2 **"Appian AppMarket"** means an area on Appian's community site available at https://community.appian.com/b/appmarket where Appian and its partners can offer Applications and Integrations.

1.3 "**Appian Business Partner Program**" means the terms specified on http://community.appian.com setting forth the specific benefits, requirements and associated guidelines of the Appian Business Partner Program.

1.4 "**Appian Process Mining Software**" the Appian Process Mining software as described at docs.appian.com.

1.5 **"Appian Software"** means Appian's baseline business process automation software platform, any Solutions, the RPA Software, Appian Process Mining Software and Portals Code, including all updates to the same, all to the extent provided by Appian to Business Partner under this Agreement.

1.6 **"Application"** means a self-contained enhancement and/or configuration of the Appian Software developed by Business Partner under these Terms and Conditions that fulfills a particular purpose or function.

1.7 **"Authorized Servers"** means, collectively, the servers owned (or leased) by Business Partner or the servers of Business Partner's third-party infrastructure as a service providers.

1.8 "**Business Partner Materials**" means any Application and any other data and materials that are provided by Business Partner to Appian under this Agreement.

1.9 "**Customer**" means Business Partner existing and prospective customers.

1.10 **"Data"** means the data, material and other information provided by Business Partner to the Appian Software.

1.11 **"Portals Code"** means the Appian Portals functionality described at docs.appian.com.

1.12 "**RPA Software**" means Appian's robotic process automation software (including all updates, and enhancements to the same), that is provided by Appian to Business Partner under this Agreement, and which contains the following four components: (a) the Appian RPA Console, a cloud-based application used to deploy new robotic processes, manage resources, review data and metrics, and configure platform settings; (b) the Appian RPA Server, a cloud-based service which executes robotic processes and deploys RPA code; (c) the Appian RPA integrated developer environment, locally installed software which allows for the development of Appian RPA robots; and (d) Appian RPA Agents, locally installed software robots that perform assigned tasks.

1.13 "**Solution**" means configurations of and/or extensions to the Appian Software made available to Business Partner by Appian from time-to-time that are designed to operate in connection with a particular business process or business function.

1.14 "**Subscription Period**" is as defined in Section 3.3 of these Terms and Conditions.

1.15 **"User"** means an employee or contractor of Business Partner who (a) is compliant with these Terms and Conditions, and (b) has an active user account in the Appian Software allowing him/her to authenticate into the Appian Software.

2. **LIMITED MARKETING LICENSE**

2.1 **Marketing Materials and Appian's Logo**. During the Subscription Period, Appian shall provide Business Partner with a nonexclusive, nontransferable license to use, copy and display Appian's published marketing materials associated with Appian's software platform ("Marketing Materials") and Appian's name and logo, all to be used solely as reasonably necessary to market and promote Business Partner's services in connection with the Appian Software, and Applications, as applicable. Business Partner may not remove any copyright or proprietary notice from the Marketing Materials and

must include such notices in any reproductions of the Marketing Materials. Business Partner's use of Appian's name and logo must be approved by Appian Partner Marketing and must be used in accordance with Appian's brand guidelines, as provided by Appian to Business Partner from time-to-time.

2.2 **Community Website**. During the term of this Agreement, Appian shall provide Business Partner with reasonable access to appropriate areas of Appian's community website, located at https://community.appian.com or other URL as notified to Business Partner in writing from time-to-time. This website provides Business Partner with access to the Appian Software and online discussion forums.

2.3 **Use of Business Partner's Name and Logo**. Appian may use Business Partner's name and logo to promote the partnership between the Parties. Appian must use Business Partner's name and logo in accordance with Business Partner's brand guidelines, as provided by Business Partner to Appian from time-to-time.

3. **DEMONSTRATION AND DEVELOPMENT LICENSE**

3.1 **General License.** During the Subscription Period, Appian shall grant a reasonable number of Users with a non-transferable, nonexclusive license, without right of sublicense to: (a) access the cloud-based elements of the Appian Software (all elements other than the locally installed elements of the RPA Software (Appian RPA integrated development environment and RPA Agents)) via a username and password over the Internet, and (b) install and to use the locally installed elements of the Appian RPA Software (Appian RPA integrated development environment and RPA Agents) on Authorized Servers. Business Partner may only use these licenses for Business Partner's internal purposes to enhance, modify and/or combine the Appian Software with other software or code solely to develop Applications to be demonstrated to Customers, and demonstrate the Appian Software and any Applications to Customers, provided (x) the demonstrations are supervised by Business Partner, and (y) that the Applications must not be used by Business Partner in a production environment without Appian's prior, written consent, nor developed in connection with a paid proof of concept or other similar paid engagement. Notwithstanding the foregoing, Business Partner is not authorized to enhance, modify and/or combine the RPA Software with other software or code to develop Applications.

3.2 **Additional License Terms and Restrictions for Portals Code**. If Appian makes the Portals Code available to Business Partner, the access and use of the Portals Code is subject to the terms of these Terms and Conditions that apply to the Appian Software, plus the following additional terms and conditions.

a. <u>Conditions</u>. Business Partner may only use the Portals Code on a hosted version of Appian's baseline business process automation software platform version 22.1 or later. Notwithstanding anything else in the Agreement to the contrary, Business Partner may not download or install the Portals Code in an on-premises environment or use the Portals Code in connection with a locally installed version of Appian's baseline business process automation software platform.

b. <u>Portal Site Terms and Restrictions</u>. In providing a website through which visitors may access the Portals Code ("Portals Site"), Business Partner must maintain a link to an e-mail address through which users of the Portals Site may report abuse or intellectual property infringement associated with the Portals Site. The Portals Site may not expose the Appian Designer features or functionality of Appian's baseline business process automation software platform to the public. Business Partner must indemnify and defend Appian against any claims (including damages, fines, penalties and legal fees) brought by third parties arising out of content posted by Business Partner or visitors to the Portals Site. This indemnity obligation is excluded from the limitation of liability set forth in these Terms and Conditions.

3.3 **Additional License Terms and Conditions for Appian Process Mining Software.** If Appian makes the Appian Process Mining Software available to Business Partner, the access and use of the Appian Process Mining Software is subject to the terms of these Terms and Conditions that apply to the Appian Software, plus the following additional terms and conditions. Notwithstanding anything else in this Agreement to the contrary: (a) Appian will support the Appian Process Mining Software in the same manner as Appian's baseline business process automation software platform as set forth in the Agreement, except that some support features are available with respect to the Appian's baseline business process automation software platform only, as described at docs.appian.com, and (b) unless notified to Business Partner, in writing, the Appian Process Mining Software is not part of Appian's SOC 2 audit as described in Schedule 1(A)(2) of these Terms and Conditions.

3.4 **Fees**. Business Partner's license to use the Appian Software may be contingent upon Business Partner paying Appian certain fees, as more particularly described in the Appian Business Partner Program. Any fees will be agreed upon in a separately executed order form, which will be incorporated into and governed by this Agreement.

3.5 **Subscription Period**. Business Partner's license to use the cloud-based elements of the Appian Software (all but the locally installed elements of the RPA Software) shall commence once Appian provides Business Partner with a username and password and enables Business Partner to access the Appian Software over the Internet. Business Partner's license to use the locally installed elements of the RPA Software (Appian RPA integrated development environment and RPA

Agents) shall commence once Appian provides Business Partner with copies of the same. Business Partner's license to use the Appian Software shall automatically terminate upon the termination of this Agreement, or upon Appian terminating Business Partner's license to use the Appian Software in accordance with the applicable terms of this Agreement.

3.6 **Accounts and Cooperation**. Business Partner is responsible for all activity occurring under Business Partner's and its Users Appian Software accounts and shall abide by all applicable local, state, national, and foreign laws, treaties and regulations including those related to data privacy, export, international communications and the transmission of technical or personal data in connection with Business Partner's and its User's use of the Appian Software.

3.7 **Data**. Business Partner grants Appian and its third party hosted service provider responsible for making the cloud-based elements of the Appian Software available over the Internet with a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable right during the Subscription Period to use the Data as necessary for Appian to perform this Agreement.

3.8 **Security and Privacy**. The Information Protection Addendum attached as Schedule 1 of these Terms and Conditions is incorporated into these Terms and Conditions by this reference.

3.9 **General Restrictions**.
a. General. Business Partner may not reverse engineer, decompile, disassemble, or otherwise attempt to derive or obtain any source code, structure, algorithms, process, technique, technology, know how or ideas underlying or contained in the Appian Software, or allow, assist or permit a third party to do any of the foregoing. In addition, except as expressly set forth in this Agreement, Business Partner may not: (i) copy, modify, alter, adapt or prepare any derivative works from the Appian Software, or any part thereof, (ii) rent, make available on a service bureau or hosted basis or otherwise provide temporary access to the Appian Software or portion or components thereof, or (iii) allow, assist or permit others to do any of the foregoing. Without limiting the generality of the foregoing, Business Partner may not change the marks, legends or logo's appearing on the Appian Software, nor add any additional marks, legends or logos to the Appian Software without Appian's express, prior written consent.

b. Use by Users. Only Users may access and use the Appian Software. Business Partner is responsible for any User who violates this Agreement

c. Copies. Business Partner agrees not to remove any copyright or proprietary notice from the Appian Software and agrees to include such notices in any reproductions of the Appian Software. All copies of the Appian Software shall remain the property of Appian and its licensors and are subject to these Terms and Conditions. Business Partner may make a reasonable number of copies of the locally installed elements of the Appian Software as necessary for Business Partner to use the licenses received under this Agreement. All proprietary and restricted rights notices shall be reproduced on such copies, and all copies are subject to this Agreement.

d. Open Source Software. Business Partner may not, and will not authorize any third party to use, any Open Source Software in connection with the Appian Software in any manner that requires, pursuant to the license applicable to such Open Source Software, that the Appian Software be (i) disclosed or distributed in source code form, (ii) made available free of charge to recipients, or (iii) modifiable without restriction by recipients. For the purposes hereof, Open Source Software means any software which is subject to any of the following license terms: (I) prohibition on imposing restrictions on distribution of the software or any derivatives thereof or prohibition on imposing restrictions on aggregation with any other software; (II) prohibition on requiring royalties, fees or charges for the software or any derivatives thereof; (III) requirement to include and/or allow distribution of the software or any derivatives thereof in source code; or (IV) requirement to grant users or licensees the right to access any source code of the software or any derivatives thereof.

e. Use by Competitors is Restricted. Business Partner may not use the Appian Software if Business Partner is a competitor of Appian or to provide, directly or indirectly, information about the Appian Software to a competitor of Appian.

4. **APPIAN PARTNER PROGRAM.** Business Partner shall:

4.1 Use due care and skill in performing this Agreement, and comply with any and all applicable laws and in a manner which will not in any way, directly or indirectly, bring Appian or its products or services into disrepute;

4.2 Transmit to Appian all complaints concerning the Appian Software that Business Partner may experience itself or receive from Customers;

4.3 Not engage in deceptive, misleading and/or unethical practices that are or might be detrimental to Appian or the Appian Software; and

4.4 Not make any representations, warranties or guarantees to Customers with respect to the specifications, features or capabilities or the Appian Software that deviate from Appian's then current published literature or documentation.

5. APPLICATION REVIEW, CERTIFICATION AND USE

5.1 **Review and Certification**. Once Business Partner has developed an Application, Business Partner may provide a copy to Appian for review and, if applicable, certification. Upon receiving the Application, Appian may review the same in accordance with Appian's then current review and certification standards. Business Partner agrees to cooperate with Appian, in good faith, during the review and certification process.

5.2 **Application License**. If Appian determines that the Application passes the review and certification process or approves the Application for placement on the Appian App Marketplace without review, Appian may place the same for view on the Appian App Marketplace and, if the Business Partner makes a time-limited trial available, may place the same on the Appian App Marketplace. Appian is not obligated to place, or to continue to place, any Application on the Appian App Marketplace that Appian believes would harm the reputation or business of Appian or any third party, as determined by Appian in its sole discretion. In exchange for Appian reviewing the Application, Business Partner grants Appian a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable right to display the applicable Application and associated material that Business Partner provides to Appian on the Appian App Marketplace and to grant third parties a worldwide, royalty-free, nonexclusive right to view the same on the Appian App Marketplace.

5.3 **Disclaimer**. The certification of an Application shall not constitute an endorsement or warranty of the same by Appian, and Appian disclaims any such endorsement or warranty. Certifications may be revoked if an Application is later reasonably determined to be defective by Appian and Business Partner does not correct such defect within 30 calendar days after being provided notice of the defect.

5.4 **Sale of Application**. Business Partner may market the Application to Customers and charge Customers for access to the Application under pricing terms and conditions determined by Business Partner in its sole discretion. If Business Partner is authorized in a separate agreement or Appendix to resell the Appian Software, the Business Partner may resell licenses to the Appian Software to its Customers and/or work with Appian for the sale of licenses into Business Partner's Customer accounts.

6. OWNERSHIP

6.1 **Business Partner Materials**. The Business Partner Material, including all intellectual property rights therein, is licensed to Appian, not sold, and shall remain at all times, as between the Parties, the property of Business Partner or its licensors. All rights in the Business Partner Material not expressly provided to Appian under this Agreement are expressly reserved by Business Partner and its licensors.

6.2 **Appian Software**. The Appian Software, including all intellectual property rights therein, is licensed to Business Partner, not sold, and shall remain at all times, as between the Parties, the property of Appian or its licensors. All rights in the Appian Software not expressly provided to Business Partner under this Agreement are expressly reserved by Appian and its licensors.

6.3 **Feedback**. If a Party ("Communicating Party") communicates to the other Party ("Receiving Party') any suggestions for improvements, ideas, enhancement requests, customer complaints or other feedback in connection with the Receiving Party's products or services ("Feedback"), the Receiving Party shall own all right, title, and interest in and to the same, even if the Communicating Party has designated the Feedback as confidential, and the Receiving Party shall be entitled to use the Feedback without restriction.

7. **MAINTENANCE SERVICES**-Appian shall provide the following services (collectively 'Maintenance Services") during the Subscription Period for no charge.

7.1 **Defect Correction**. Appian will use good faith efforts to remediate any defects in the Appian Software reported by Business Partner. Appian is responsible for correcting defects in the then current version of the Appian Software.

7.2 **Technical Support**. Business Partner's Maintenance Services contacts may seek assistance regarding Business Partner's use of the Appian Software. The Business Partner shall designate up to two (2) employees of Business Partner to coordinate Business Partner's requests for Maintenance Services ("Maintenance Services contacts"). Business Partner's Maintenance Services contacts may report problems using Appian's online technical support case management system (https://support.appian.com), by telephone using Appian's authorized technical support phone line, or using any other means that Appian may authorize from time-to-time. Appian shall return support requests within a commercially reasonable time after receipt. Technical support is available 8:00 a.m. to 8:00 p.m. (ET), Monday through Friday, excluding Appian holidays. Business Partner shall email support@appian.com with Business Partner's Maintenance

Services contacts promptly on or after the Effective Date. Business Partner may change its Maintenance Services contacts using Appian's case management system.   Technical Support is provided only in connection with the then current version of the Appian Software, provided that in connection with the locally installed elements of the RPA Software (Appian RPA integrated development environment and RPA Agents) Appian shall continue supporting the immediately preceding release for a reasonable period sufficient to allow Business Partner to implement the newest release.

7.3 **Updates**. Appian shall install updates to the cloud-based elements of the Appian Software as they become available. In addition, Appian shall provide Business Partner with updates to the locally installed elements of the RPA Software (Appian RPA integrated development environment and RPA Agents), as those become available.

7.4 **Business Partner Obligations**. Business Partner shall cooperate with Appian's reasonable requests in connection with providing the Maintenance Services, including, without limitation, by providing Appian with timely access to data, information and personnel of Business Partner. Business Partner is responsible for the accuracy and completeness of all data and information provided to Appian in connection with the Maintenance Services.

7.5 **Excluded Items**. Maintenance Services do not include on-site or in-person assistance or consultation, nor extensive training that would normally be provided in formal training classes. In addition, Maintenance Services shall not include technical support or defect correction to the extent required as a result of the following:

a. Use of the Appian Software contrary to the terms of Appian's then current documentation associated with the Appian Software;

b. Modifications, enhancements or customizations of the Appian Software;

c. Any use of the Appian Software in disregard of any known adverse consequences, including without limitation Business Partner's failure to make appropriate backups or to follow warning messages and other written instructions; or

d. Any other cause not attributable to Appian.

8. TRAINING

8.1 **Training**. Subject to the terms below, Appian will provide training to Business Partner in connection with Business Partner using the Appian Software. <u>Business Partner is responsible for ensuring that a sufficient number of Users are certified to use the Appian Software.</u>

8.2 **Training at Appian's Offices**. The courses and schedules for the training offered at Appian's offices are available on Appian's website, https://community.appian.com/training/ or other URL as notified to Business Partner in writing from time-to-time. Training courses are subject to space availability. Business Partner can order training at Appian's offices using Appian's website. Training at Appian's offices will be provided to Business Partner at Appian's then applicable partner-specific prices, which can be obtained from Appian upon request. Business Partner is responsible for Business Partner's travel and lodging costs associated with traveling to and attending training at Appian's offices.

8.3 **Training at Business Partner's location**. Training at Business Partner's location is subject to a mutually executed written statement of work between the Parties.

8.4 **Business Partner Training**. Appian has a vested interest in ensuring that only up-to-date and comprehensive training is provided in connection with the Appian Software. Accordingly, except as noted below, Business Partner agrees not to provide training to third parties on the use of the Appian Software without Appian's express, prior written consent. Business Partner is not required to obtain Appian's approval prior to offering training in connection with its Applications.

9. CHARGES AND PAYMENT OF FEES

Fees and charges are due and payable within 30 calendar days of Appian's invoice date. Amounts not timely paid shall incur interest at the lower of 1.5% per month, or the highest amount permitted under applicable law. All fees and charges are exclusive of all taxes, levies, or duties imposed by taxing authorities ("Taxes"). Business Partner is responsible for paying all such Taxes, excluding only Taxes based solely on Appian's income, at point of sale. Any exemption to such Taxes is dependent upon Appian's receipt of legally required documentation of such exemption. All payments due under this Agreement shall be made without any withholding, unless required by law. If Business Partner is required to withhold, Business Partner will provide Appian with documentation evidencing payment. If, and to the extent, that Appian is unable to claim an income tax credit for the full amount withheld, Business Partner shall pay the unrecouped amount to Appian. Except as expressly set forth in this Agreement, all orders for licenses and services are non-cancelable and all payments are non-refundable.

10. CONFIDENTIAL INFORMATION

10.1 **Definitions**. A Party disclosing Confidential Information to the other Party is referred to as the "Discloser". A Party receiving Confidential Information from the other Party is referred to as the "Recipient". "Confidential Information" means any information (a) disclosed in writing by the Discloser to the Recipient and marked confidential, (b) disclosed orally by the Discloser to the Recipient, identified as Confidential Information at such time, summarized in writing by the Discloser to the Recipient within 30 calendar days of such oral disclosure, (c) the Appian Software, (d) the terms of this Agreement (except as may be necessary to enforce the terms hereof), and (e) information and documentation that should be reasonably understood to be confidential under the circumstances of disclosure or the nature of the information disclosed.

10.2 **Restrictions**. The Recipient will protect the Confidential Information from unauthorized use and disclosure using the same means it uses to protect its own information and data of like importance, but in no event using less than a reasonable degree of care. The Recipient may only use the Confidential Information as expressly permitted in this Agreement or as otherwise authorized by the Discloser, in writing. The Recipient may only disclose the Confidential Information as authorized under this Agreement to those: (a) who have a need to know in order for the Recipient to perform this Agreement, and (b) who are subject to binding confidentiality obligations to the Recipient that are at least as restrictive regarding the limitations on use and disclosure as those in this Section 10. The foregoing restrictions will not apply to information that (I) is properly known by the Recipient at the time of disclosure by the Discloser, (II) has become publicly known through no wrongful act of the Recipient, (III) has been rightfully received by the Recipient from a third party authorized to make such communication without restriction, (IV) has been independently developed by the Recipient without reliance upon the Confidential Information, (V) is required to be disclosed as a matter of law; provided that the Recipient must, to the extent not prohibited by applicable law, give the Discloser sufficient notice of such disclosure to allow the Discloser a reasonable opportunity to object to and to take necessary legal action to prevent such disclosure. The Recipient will promptly notify the Discloser of any unauthorized use or disclosure of the Confidential Information. The Recipient agrees to reasonably assist the Discloser in remedying any such unauthorized use or disclosure.

11. TERMINATION

11.1 **Termination for Cause**. Either Party may terminate this Agreement for cause at any time upon written notice to the other Party if the other Party breaches any material provision of this Agreement and fails to cure such breach within 30 calendar days after receiving written notice of such breach from the other Party. Notwithstanding the foregoing, Appian may terminate this Agreement immediately upon prior notice if Business Partner breaches Section 15 of these Terms and Conditions.

11.2 **Termination for Convenience**. Either Party may terminate this Agreement for convenience, and not for cause, upon providing the other Party with at least 30 calendar days prior written notice, provided that any orders under an Appendix shall continue until the earlier of the expiration of that order or termination pursuant to Section 11.1 above

11.3 **Rights Upon Termination**. Upon termination or expiration of this Agreement for any cause, each Party shall promptly cease: (a) using the Confidential Information of the other Party, and (b) representing its association with the other Party under this Agreement.

11.4 **Suspension**. Upon providing Business Partner with written notice, Appian may immediately suspend Business Partner's privilege to use the cloud-based elements Appian Software, which suspension shall be without any liability to Appian if Appian has reason to believe: (a) Business Partner is using the Appian Software in any manner to (i) interfere or attempt to interfere with the functionality or proper working of the Appian Software, including but not limited to participating in any flooding or denial or service activities of any kind, or (ii) engage in, promote or facilitate illegal activities; or (b) the Data (i) infringes, violates or misappropriates any rights of Appian or any third party; (ii) constitutes defamation, invasion of privacy or publicity, or otherwise violates any applicable law or regulation, or (iii) contains malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

12. LIMITATION OF LIABILITY

EXCEPT FOR EITHER PARTY VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOSS OF USE, LOSS OF DATA, LOSS OF REVENUE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND UNDER ANY CAUSE OR ACTION (INCLUDING CONTRACT, TORT OR STRICT LIABILITY) ARISING FROM OR OUT OF THIS AGREEMENT. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EITHER PARTY VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY, OR EITHER PARTY PAYING AMOUNTS DUE UNDER AN APPENDIX, EITHER PARTY'S TOTAL LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION (INCLUDING CONTRACT, TORT OR STRICT LIABILITY), WILL IN NO EVENT EXCEED THE AMOUNTS PAID OR PAYABLE FOR THE SERVICES AND/OR SOFTWARE GIVING RISE TO THE LIABILITY.

THE LIMITATIONS SET FORTH IN THIS SECTION ARE INDEPENDENT OF ANY LIMITED REMEDY SET FORTH HEREIN, SHALL APPLY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. **INDEMNIFICATION**

13.1   **Intellectual Property Infringement**.

a. <u>Indemnity</u>. Subject to the limitations and contingencies set forth below, Appian shall at its expense defend any claim brought by a third party against the Business Partner alleging that the Appian Software infringes any patent, copyright, trademark rights or any other intellectual property rights of any third party. As part of Appian's defense obligations, Appian will pay all associated and reasonable attorneys' fees and defense costs, and pay any corresponding judgment finally awarded by a court of competent jurisdiction or any settlement amount agreed to in a written settlement agreement approved by a duly authorized Appian representative. If the Appian Software is held by a court of competent jurisdiction to infringe the aforementioned intellectual property rights and Business Partner's use of the Appian Software is enjoined, or Appian concludes that the Appian Software infringes the foregoing intellectual property rights of a third party, Appian will, at its option and expense either: (i) procure for Business Partner the right to continue using the Appian Software in accordance with this Agreement, (ii) replace the infringing components of the Appian Software with other components with the same or similar functionality that are reasonably acceptable to Business Partner, (iii) modify the Appian Software so that it is non-infringing and reasonably acceptable to the Business Partner, or (d) terminate Business Partner's license to use the Appian Software.

b. <u>Limitation</u>**.** Notwithstanding the provisions of Section 13.1(a), Appian assumes no liability for (i) infringement arising from combinations of the Appian Software with non-Appian software or hardware, including any of Business Partner's or any Customer's software or code, (ii) modifications to the Appian Software made by any party other than Appian, (iii) use of a prior version of the Appian Software to the extent such infringement would have been avoided by the use of the current version of the Appian Software, provided that Appian has offered or provided such current version to Business Partner at no additional cost, or (iv) trademark infringements involving any marking or branding not applied by Appian or involving any marking or branding applied at Business Partner's request.

c. <u>Entire Liability</u>**.** THIS SECTION 13.1 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF APPIAN AND THE EXCLUSIVE REMEDY OF BUSINESS PARTNER WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS BY THE APPIAN SOFTWARE OR ANY PART THEREOF.

13.2 **Business Partner Material.** Subject to the limitations and contingencies set forth in Sections 13.1, mutatis mutandis, Business Partner shall at its expense defend any claim brought against Appian by a third party alleging that any Business Partner Material infringes any rights of any third party. As part of Business Partner's defense obligations, Business Partner will pay all associated and reasonable attorneys' fees and defense costs, and pay any corresponding judgment finally awarded by a court of competent jurisdiction or any settlement amount agreed to in a written settlement agreement approved by a duly authorized Business Partner representative.

13.3 **Personal Injury/Property Damage**. Subject to the limitations and contingencies set forth below, each Party agrees to indemnify, defend and hold harmless the other Party, and its agents, officers and employees from and against any and all liability, expense (including paying all associated reasonable attorneys' fees, defense costs, and any corresponding judgment finally awarded by a court of competent jurisdiction or any settlement amount agreed to in a written settlement agreement duly signed by indemnifying Party), and claims for damages, in each case solely for third party claims for bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or willful misconduct of the indemnifying Party while engaged in the performance of this Agreement; provided, however, that if there also is fault on the part of indemnified party, the foregoing indemnification shall be on a comparative fault basis.

13.4 **Contingencies.** As a condition to the foregoing indemnity obligations, the indemnified Party shall provide the indemnifying Party with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying Party in connection with any such claim. The indemnifying Party is entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing; provided, however, that the indemnifying Party may not agree to any settlement other than the payment of money or release of any claim without the indemnified Party's written permission, which shall not be unreasonably withheld, conditioned or delayed.

14. **WARRANTY DISCLAIMER**

EXCEPT AS MAY BE OTHERWISE AGREED UPON IN AN APPENDIX, THE APPIAN SOFTWARE AND BUSINESS PARTNER MATERIALS AND OTHER SERVICES AND PRODUCTS THAT MAY BE PROVIDED

UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH NO WARRANITES, EXPRESSED, STATUTORY OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY EXPRESSLY DISCLAIMS, AND THE OTHER PARTY EXPRESSLY WAIVES, ALL WARRANTIES IMPLIED AT LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES IMPLIED FROM CUSTOM, COURSE OF DEALING OR USAGE IN TRADE.

15. ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE.

To assist each Party in complying with applicable anti-corruption and anti-bribery laws and regulations, during the term of this Agreement, each Party agrees as follows:

15.1 It will not offer, pay, promise or authorize to pay money, gifts or anything of value, directly or indirectly, whether in cash or in kind, to or for the benefit of any party in order to improperly secure or retain business or to obtain, retain or secure an improper advantage in the conduct of business under or related to this Agreement.

15.2 It will not solicit or accept money, gifts or anything of value directly or indirectly, whether in cash or in kind, or other benefit, in connection with the performance of any service or other activity under or related to this Agreement, nor shall it permit any of its employees or associated persons to do so.

15.3 It, including but not limited to, its officers, directors, shareholders, employees, representatives or agents, have never been charged, prosecuted or convicted of violating the U.S. Foreign Corrupt Practices Act "FCPA," the United Kingdom Bribery Act, or any other law or regulation relating to corruption or bribery.

15.4 It has not been debarred from bidding on government contracts in any country in which it does business.

15.5 It maintains its books and records in accordance with internationally accepted accounting standards.

15.6 It is not owned, wholly or partially, or controlled, directly or indirectly by any government, government official or political party.

15.7 It will notify the other Party immediately if any of the foregoing representations are inaccurate.

15.8 It may periodically inquire about the other Party's anti-corruption and anti-corruption practices, and such Party agrees to cooperate with the inquiring Party's reasonable requests.

16. GOVERNING LAW AND DISPUTE RESOLUTION.

The law governing this Agreement and associated dispute resolution process shall be determined by the location of Business Partner's principal office, as described below.

16.1. **United States, Canada or Latin America**. If Business Partner's principal office is in the United States, Canada or Latin America, the validity, construction, and interpretation of this Agreement and the rights and duties of the Parties hereto, shall be governed by the laws of the Commonwealth of Virginia, excluding its principles of conflict of laws, and the controlling laws of the United States of America. The Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in the County of Fairfax, Virginia in accordance with the Rules of the American Arbitration Association ("AAA") by a single arbitrator to be designated by AAA, and judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any decision by the arbitrator shall be final and binding, and except in cases of fraud or gross misconduct by the arbitrator, the decision rendered shall not be appealable. The prevailing Party in the arbitration proceeding shall be entitled to recover attorney's fees, all reasonable out-of-pocket costs and disbursements, as well as any and all charges which may be made for the arbitration's cost and the fees of the arbitrator.

16.2 **Europe, Middle East, or Africa**. If Business Partner's principal office is in Europe, the Middle East, or Africa the validity, construction, and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the law of England and Wales, excluding its principles of conflict of laws. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in the London, England as administered by the International Centre for Dispute Resolution ("ICDR") in accordance with its International Arbitration Rules. The arbitration shall be conducted in the English language by a single arbitrator

designated by the ICDR, and judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any decision by the arbitrator shall be final and binding, and except in cases of fraud or gross misconduct by the arbitrator, the decision rendered by the arbitrator shall not be appealable. The prevailing Party in the arbitration proceedings shall be entitled to recover attorney's fees, and all reasonable out of pocket costs and disbursements, including the cost of the arbitrator.

16.3 **Australia, New Zealand, and East or Southeast Asia**. If Business Partner's principal office is in Australia, New Zealand, and East or Southeast Asia, the validity, construction, and interpretation of this Agreement shall be governed by the laws of New South Wales, Australia, excluding its principles of conflict of laws. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Sydney Australia conducted by the Australian Centre for International Commercial Arbitration ("ACICA') in accordance with the ACICA Arbitration Rules. The arbitration shall be conducted in the English language by a single arbitrator designated by the ACICA, and judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any decision by the arbitrator shall be final and binding, and except in cases of fraud or gross misconduct by the arbitrator, the decision rendered shall not be appealable. The prevailing Party in the arbitration proceeding shall be entitled to recover attorney's fees, all reasonable out-of-pocket costs and disbursements, as well as any and all charges which may be made for the arbitration's cost and the fees of the arbitrator.

17. **GENERAL**

17.1 **Independent Contractor.** Nothing contained herein or done pursuant to this Agreement shall constitute either Party being the agent or employee of the other Party for any purpose or constitute the Parties as partners or joint venturers. Except as expressly permitted under this Agreement, neither Party may bind or act on behalf of the other Party in performing this Agreement. The term "Business Partner" is used for convenience to note a particular Party to this Agreement and is not intended by the Parties either to describe in any manner the relationship of the Parties under this Agreement, or expressly or impliedly, to create a legal partnership or joint venture, or any responsibility by one Party for the actions of the other.

17.2 **Waiver.** The waiver by either Party of a breach or right under this Agreement will not constitute a waiver of any other or subsequent breach or right.

17.3 **Severability.** If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

17.4 **Assignment.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective and permitted successors and assigns. Neither Party shall assign any of its rights nor delegate any of its obligations under this Agreement, by operation of law or otherwise, to any third party without the express prior written consent of the other, non-assigning Party. Business Partner agrees that Appian may use subcontractors to perform the Agreement, to the extent Appian remains responsible for the subcontractor's performance of this Agreement.

17.5 **Amendment.** This Agreement may be amended or modified only in a written document signed by authorized representatives of the Parties.

17.6 **Entire Agreement.** With respect to the subject matter hereof, this Agreement is the entire agreement between the Parties and supersedes all prior oral and written communications and agreements.

17.7 **Order of Precedence**. The terms of this Agreement shall prevail over any conflicting terms contained in any purchase order or funding document submitted by a Party. These Terms and Conditions shall control over any conflicting provisions in an Appendix. These Terms and Conditions shall also control over any conflicting provisions in the Technology Access Agreement unless the Technology Access Agreement identifies specific provisions of these Terms and Conditions or any Appendix to be superseded.

17.8 **Captions**. The captions used in this Agreement are for convenience of reference only. They do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement. All provisions of this Agreement will be enforced and construed as if no caption had been used.

17.9 **Force Majeure.** Neither Party shall be liable to the other Party for any delay or failure to perform due to causes beyond its reasonable control and not caused by its fault or negligence. Performance times shall be considered extended for a period equivalent to the time lost because of any such delay.

17.10 **Signature.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as original signatures.

17.11 **Survival.** All provisions that by their terms or nature survive termination or expiration of this Agreement shall survive such termination or expiration.

Schedule 1

Information Protection Addendum

This Information Protection Addendum ("Addendum") is subject to and governed by the Terms and Conditions. All capitalized terms not defined in this Addendum have the meaning ascribed to it in the Terms and Conditions.

A. **SECURITY**-This Section A sets forth the information security program and operation policies that Appian will maintain in order to protect the Business Partner Materials from unauthorized use, access or disclosure, while Appian is in possession of the Business Partner Materials.

1. Information Security Program. During the time Appian possesses the Business Partner Materials, Appian will maintain a comprehensive information security management program ("Program") which includes administrative, technical and physical safeguards designed to: (a) protect and secure the Business Partner Materials from unauthorized access, use or disclosure; and (b) protect against anticipated threats or hazards to the security or integrity of the Business Partner Materials. The Program will be documented and kept current by Appian based on changes to industry standard information security practices and legal and regulatory requirements applicable to Appian.

2. ISO 27001 and SOC2. The Program as it impacts the Data will, at a minimum, adhere to applicable information security practices as identified in International Organization for Standardization 27001 (ISO/IEC 27001) (or a substantially equivalent or replacement standard as the industry adopts). In addition, Appian will maintain an annual Service Organization Control (SOC) Report (or other similar or replacement report as the industry adopts) in connection with the cloud-based elements of the Appian Software ("SOC Report"). Subject to agreed upon usage terms, Appian will provide Business Partner with Appian's then current SOC Report. During the term of this Addendum, Appian will maintain such security measures identified in the then current SOC Report or, if Appian determines that more effective measures should be implemented, apply such replacement security measures.

3. Information Security Policies. As part of the Program, Appian will implement, maintain, and adhere to its internal information security and privacy policies that address the roles and responsibilities of Appian's personnel, including both technical and non-technical personnel, who have direct or indirect access to the Data in connection with providing the cloud-based elements of the Appian Software. Appian's information security policies provide for periodic assessment and re-assessment of the risks to the security of the cloud-based elements of the Appian Software, including: (a) identification of internal and external threats that could result in an unauthorized use or disclosure of the Data; (b) assessment of the likelihood and potential damage of such threats, taking into account the sensitivity of the Data; and (c) assessment of the sufficiency of Appian's policies, procedures and information systems. Appian's information security policies shall, at a minimum, include:

a. organization of information security

b. asset management

c. human resources security

d. physical and environment security

e. communications and operations management

f. access control

g. information systems acquisition

h. development and maintenance

i. information security incident management

j. business continuity management

4 **Penetration Testing**. Appian shall have an independent third party conduct an annual penetration test on a generic instance of the Appian Software. Upon Business Partner's written request, Appian shall provide Business Partner with a report summarizing the results of the latest penetration testing report.

5. **Passwords**. Appian systems used to store, access and transmit the Data shall use passwords that are not vendor supplied default passwords, the complexity, choice and re-use of which shall be determined by industry standard practices. The Appian Software will: (a) obscure the display of passwords so as to prevent an unauthorized party from observing or subsequently recovering them; and (b) does not log or capture passwords as they are being entered or stored. The cloud-based elements of the Appian Software does not store passwords in clear text.

6. **Virus Detection and Remediation**. Prior to making the Appian Software available to Business Partner, Appian shall first scan the same with commercially available, up to date virus detection software and will remediate any issue discovered by such software.

7. **Intrusion Detection and Logs**. Appian shall maintain intrusion detection and/or prevention and monitoring and response processes on Appian information systems used to store, access and transmit Business Partner information. Appian shall use reasonable efforts to monitor Appian's systems for unauthorized use or access. The cloud-based elements of the Appian Software log actual or attempted user logon violations, and these logs as documented on https://docs.appian.com.

8. **Patch Management**. Appian has a system development lifecycle that includes patch management processes designed to ensure that the Appian Software is maintained securely in accordance with industry standard practices for patch management.

9. **Inventory**. Appian system administrators shall maintain complete, accurate, and up-to-date information regarding the configuration of all Appian information systems that process Business Partner data.

10. **Encryption**. Appian uses encryption technologies in the following aspects of the Appian Software.
- Disk Encryption will be used for the cloud-based elements of the Appian Software and personal laptops used to provide the Maintenance Services
- End-user connections to the cloud-based elements of the Appian Software are encrypted in transit (https://)
- Appian's corporate email (which as of the Effective Date is Google Workspace) is encrypted at rest and in transit
- Cloud-based elements of the Appian Software email is encrypted at rest and supports encryption in transit but only if Business Partner supports the corresponding security features of the cloud-based elements of the Appian Software, as described in the then current SOC Report (as of the Addendum Effective Date, the security feature that Business Partner must support is the TLS technical configuration).

11. **Software Application Development and Change Management-**In connection with the development of the Appian Software, Appian shall follow secure application development and coding practices and shall establish an application development and maintenance framework designed to protect the integrity of production applications and associated source code from unauthorized and untested modifications.

12. **Disaster Recovery**. During the term of this Addendum, Appian shall maintain a disaster recovery and related plan (Plan") that is consistent with industry standard practices. The Plan is designed to ensure identified critical capabilities are restored promptly in the event of a declared disaster or major system outage. Appian will test the Plan at least once annually. Appian will provide summary test results on request.

13. **Audits**

Appian shall provide all necessary and reasonable cooperation with any audit of Appian's systems necessary to demonstrate compliance with this Addendum, provided that: (a) a Regulator has required Business Partner to

conduct such an audit; or (b) Business Partner has requested such audit in response to a Data Security Breach (as defined below) or because Appian's then current SOC Report has revealed a material weakness in Appian's security controls. For the purposes hereof, Regulator means a government or regulatory body with binding authority to regulate Business Partner's activities; provided, that the term Regulator does not include any regulatory body or instrumentality of Iran, North Korea, the People's Republic of China or of any country that is subject to embargo or sanction by the United States as administered by the Office of Foreign Assets Control (OFAC).

B. **PRIVACY-**Appian shall process the Data and Business Partner's Confidential Information only in accordance with Business Partner's instructions pursuant to the Agreement.

1. **Definitions**

a. "CCPA" means the California Consumer Privacy Act of 2018.

b. "Data Security Breach" means an unauthorized disclosure of, access to, or acquisition, processing, transfer or disposal of, the Data, Business Partner Confidential Information or Personal Information in Appian's possession through a security breach, loss or corruption or any other circumstances.

c. "GDPR" means the EU General Data Protection Regulation, adopted in April 2016, which will supersede the EU Data Protection Directive, and is enforceable as of May 25, 2018.

d. "Personal Information" is as defined in the GDPR, CCPA, or other data protection legislation, to the extent applicable, and as this information may be provided by or through Business Partner to Appian under this Agreement.

e. "Processing" means any operation or set of operations which is performed upon the Data, Personal Information or Business Partner Confidential Information, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, disposal or destruction.

2. **Personal Information Processing-**In the event Appian has access to or processes Personal Information, Appian shall comply with all applicable privacy and data protection laws.

a. Data Transfer Agreements. If Appian receives Personal Information that is subject to the data transfer restrictions of the EU Data Protection Directive or any similar or successor legislation or regulation, Appian shall, and shall ensure any third-party service provider to Appian to, enter into appropriate data transfer agreements as needed to satisfy cross-border transfer obligations relating to Personal Information.

b. GDPR. Appian agrees, covenants, and warrants that at any and all times during which Appian processes Personal Information in performing this Agreement that originated from the European Economic Area (collectively, "EEA Personal Data"), Appian shall: (i) process EEA Personal Data only for the limited and specified purposes set forth in this Agreement; (ii) provide at least the same level of protection for EEA Personal Data received pursuant to this Agreement as is required by the GDPR; (iii) notify Business Partner if Appian decides or determines that it can no longer meet its obligation to provide the same level of protection as is required by the GDPR; (iv) upon providing notice under (iii) above, Appian shall stop Processing all EEA Personal Data, remediate any unauthorized Processing of EEA Personal Data, and take any other reasonable remediation measures requested by Business Partner; (v) unless prohibited by applicable law, notify Business Partner of any data subjects' requests to exercise their rights under applicable data protection laws and regulations, including without limitation rights of access, correction, amendment, blocking and deletion; and (vi) assist Business Partner as reasonably necessary with responding to such data subjects' requests.

c. CCPA. The Parties acknowledge and agree that Appian is acting as a service provider (as such term is defined by the CCPA) to Business Partner in connection with Appian's performance of this Agreement. Appian may not sell (as defined by the CCPA) any Personal Information.

d. Copies of this Agreement. Notwithstanding any other provision of the Agreement to the contrary, Business Partner may provide a copy of the relevant provisions of this Addendum to the U.S. Department of Commerce, the U.S. Federal Trade Commission, the U.S. Department of State, applicable EEA Data Protection Authority and any

other U.S. or EEA regulator entitled to access in connection with the enforcement of the Lawful Transfer Mechanism or with jurisdiction over the EEA Personal Data received by Appian in connection with this Agreement.

3. **Notification**- Appian shall, as soon as is commercially practicable, inform and notify Business Partner:

a. Of any Data Security Breach, including all relevant facts with respect to the Data Security Breach to the extent known. Appian shall reasonably assist and cooperate with Business Partner with any necessary or appropriate disclosures and other investigative, remedial and monitoring measures as a result of any Data Security Breach;

b. Of any request for access to, or information about, any Personal Information or Business Partner Confidential Information from any government official (including any data protection agency or law enforcement agency) (to the extent not prohibited by applicable law);

c. Of any and all requests, complaints or other communications regarding the individual's Personal Information received from any such individual whose Personal Information is or may be included among the Personal Information supplied by Business Partner (unless prohibited by applicable law). Appian understands that it is not authorized to respond to these requests, unless explicitly authorized by Business Partner, except for a request received from a governmental agency with a subpoena or similar legal document compelling disclosure by Appian, provided that Appian notifies Business Partner in advance of any such disclosure, where possible.

4. **Physical and Environmental Security**

a. <u>Data Processing Facilities</u>. Appian shall use reasonable efforts to protect the data processing facilities and physical work environment where Personal Information, Data and Business Partner Confidential Information is stored or processed by or on behalf of Appian which includes physical entry controls to reasonably ensure that only authorized individuals gain access to such facilities.

b. <u>Access Privileges</u>. Appian shall use reasonable efforts to only provide access to the data processing facilities and physical work environment where Personal Information, Data and Business Partner Confidential Information is stored or processed by or on behalf of Appian to those employees and third parties who have a legitimate business need for such access privileges. When an employee or third party no longer has such a business need for the access privileges assigned to him/her, the access privileges shall be promptly revoked, even if the employee or a third party continues to be an employee of or have a third party relationship with Appian.

5. **Human Resources**

a. <u>Background Screens</u>. Appian shall establish and maintain controls designed to ensure that employees who require access to the Personal Information, Data and Business Partner Confidential Information are suitably screened. Appian shall, to the extent permitted by applicable law, conduct criminal background checks as part of pre-employment screening practices for employees. Appian will not permit an employee to have access to Personal Information, Data or Business Partner Confidential Information or perform material aspects of the Agreement if such employee fails to pass such background check.

b. <u>Training</u>. Appian shall provide an appropriate level of supervision, guidance, and training on information security program safeguards and the importance of personal information security to its employees who require access to Personal Information, Data or Business Partner Confidential Information before such access is granted and subsequently on an annual basis.

6. **Destruction**

a. <u>General</u>. Appian shall take all reasonable steps to securely destroy, or arrange for the secure destruction and permanently erase from all Appian owned hardware and software containing Personal Data, Data and Business Partner Confidential Information received from or through Business Partner at the termination of this Agreement, when Business Partner requests same and when there is no longer any legitimate business need to retain such information. Upon Business Partner's written request, Appian shall confirm such destruction, in writing. Notwithstanding the above, copies that exist as a result of Appian's regularly scheduled network backups and data retention practices need not be returned or destroyed if is realistically unfeasible to do so. In such event, Appian

will extend the protections of this Addendum to such Personal Information, Data and Business Partner Confidential Information until it is destroyed in the normal course of business.

b. <u>Erasure and Re-Use</u>. Appian shall use reasonable efforts to ensure that storage media used to store or process Personal Information, Data or Business Partner Confidential Information is appropriately wiped or degaussed prior to media reuse and prior to transfer of such media offsite for maintenance or destruction.

7. **Miscellaneous**. If Apian fails to comply with this Addendum, Business Partner may suspend Appian's right to process the Personal Information, Data and Business Partner Confidential Information, in addition to all other rights and remedies available to Business Partner under the Terms and Conditions.