

Reseller Appendix

This Reseller Appendix ("Reseller Appendix") applies if adopted by the Parties in the Technology Access Agreement. All capitalized terms not defined herein shall have the meanings ascribed to them in the Terms and Conditions. This Reseller Appendix is subject to and governed by the Terms and Conditions.

1. **DEFINITIONS**-The terms defined in this Section 1 or any other capitalized terms defined in the other sections of this Reseller Appendix have the meanings stated.

1.1 **"Correction"** means, without limitation, workarounds, support releases, component replacements, patches and/or documentation changes, as Appian deems reasonably appropriate.

1.2 **"Defect"** means a failure of the Appian Software used by an End User to operate substantially in accordance with the then current Documentation.

1.3 **"Documentation"** means the contents provided under the documentation section of the Appian Community website, <https://docs.appian.com>, or other URL as notified to the Business Partner in writing from time to time.

1.4 **"End User"** means a third party in the Territory who receives a license to use the Appian Software by the Business Partner under this Reseller Appendix.

1.5 **"Hosted Environment"** means the environment through which the Appian Software is made available over the Internet by Appian and its associated third party hosted service provider.

1.6 **"Hosted Installation"** means a version of the Appian Software hosted by Appian on the Hosted Environment.

1.7 **"Local Installation"** means a version of the Appian Software operating on Authorized Servers.

1.8 **"Named User"** is an employee, consultant or contractor of the End User (a) who is compliant with the license terms and restrictions imposed upon the End User pursuant to this Reseller Appendix, and (b) who has a user account in the Appian Software allowing him/her to authenticate into the Appian Software.

1.9 **"Order Form"** means one or more Order Forms signed by the Parties which reflects the Business Partner's specific purchase of licenses and/or Maintenance Services from Appian under this Reseller Appendix.

1.10 **"Territory"** means the territory agreed upon in the Technology Access Agreement associated with the Reseller Appendix.

2. BUSINESS PARTNER'S LICENSE TO SUBLICENSE THE APPIAN SOFTWARE TO END USERS.

Subject to the Parties executing a corresponding Order Form, Appian shall grant Business Partner the following limited license, as applicable:

2.1 **Local Installation.** Business Partner may sublicense the Appian Software to an End User in the Territory as installed on the End User's Authorized Servers, provided Business Partner first requires the End User to accept binding and written legal terms and conditions which: (a) contain terms which are the same or substantially similar to those set forth in Schedule I of this Reseller Appendix, and (b) do not contain any other terms that would have the effect of overriding, contradicting or diluting the effect of the terms set forth in Schedule I. If enforceable under applicable law, an End User accepting a click wrap style agreement satisfying the conditions in this Section shall qualify as written acceptance of the applicable legal terms and conditions, provided Business Partner has a clear method of tracking if and when an End User accepts the click wrap agreement, and provided Business Partner retains accurate records showing the same. Promptly at Appian's written request, Business Partner shall provide Appian with a fully executed copy of the End User's corresponding license agreement (or evidence that an End User accepted a click wrap style agreement, if applicable). To the extent the End User's corresponding license agreement is written in other than the English language, Business Partner shall provide Appian with a certified translation of the agreement into English, at its cost.

2.2 **Hosted Installation with RPA Software integrated.** Subject to Business Partner ordering a Hosted Installation license in connection with the corresponding End User in the Territory in an Order Form, the RPA Software will be incorporated within the Hosted Installation and Appian shall authorize Business Partner to allow the End User: (a) to access the cloud-based elements of the RPA Software (the Appian RPA Console and the Appian RPA Server) and the Hosted Installation on the Hosted Environment and (b) to install on End User computers and to use the locally installed elements of the RPA Software (the Appian RPA and Appian RPA Agents), provided Business Partner first requires the End User to accept binding and written legal terms and conditions which: (x) contain terms which are the same or substantially similar to those set forth in Schedule II of this Reseller Appendix, and (y) do not contain any other terms

that would have the effect of overriding, contradicting or diluting the effect of the terms set forth in Schedule II. If enforceable under applicable law, an End User accepting a click wrap style agreement satisfying the conditions in this Section shall qualify as written acceptance of the applicable legal terms and conditions, provided Business Partner has a clear method of tracking if and when an End User accepts the click wrap agreement, and provided Business Partner retains accurate records showing the same. Promptly at Appian's written request, Business Partner shall provide Appian with a fully executed copy of the End User's corresponding license agreement (or evidence that an End User accepted a click wrap style agreement, if applicable). To the extent the End User's corresponding license agreement is written in other than the English language, Business Partner shall provide Appian with a certified translation of the agreement into English, at its cost.

2.3 Portals Code.

a. Right to Sublicense. Subject to Business Partner ordering a Portals Code license for an End User in connection with either a Hosted Installation license or a Hosted Installation license and a RPA Software license in the Territory in an Order Form, Appian shall authorize Business Partner to allow the End User to access and use the Portals Code, provided that:

i. Hosted Installation Version. The End User must use Hosted Installation version 22.1 or higher in connection with the Portals Code.

ii. Flow Down Terms. Business Partner flows down the Portals Code specific terms in Schedule II or III of this of this Reseller Appendix to the End User, as applicable. For the avoidance of doubt, Business Partner is not required to flow down the Portals Code specific terms in Schedules II and III, as applicable, to an End User who is not receiving a license to use the Portals Code.

iii. Indemnification. Business Partner shall indemnify and defend Appian against any claims (including damages, fines, penalties and legal fees) brought by third parties arising out of content posted by the End User or visitors to the Portals Site. Such obligation to indemnify Appian shall be excluded from any limitation of liability set forth in the Agreement.

2.4 Appian Process Mining Software.

a. Business Partner Right to Sublicense. Subject to Business Partner satisfying the contingency specified below, and ordering an Appian Process Mining Software license for an End User in connection with either a Hosted Installation license or a Hosted Installation license and a RPA Software license in the Territory in an Order Form, Appian shall authorize Business Partner to allow the End User to access and use the Appian Process Mining Software, provided that:

i. Flow Down Terms. Business Partner flows down the Appian Process Mining Software specific terms in Schedule II or III of this of this Reseller Appendix, as applicable, to the End User. For the avoidance of doubt, Business Partner is not required to flow down the Appian Process Mining Software specific terms in Schedules II and III, as applicable, to an End User who is not receiving a license to use the Appian Process Mining Software.

ii. Process Mining Users. Process Mining Users may not access or use Appian's baseline business process automation software platform unless separately licensed to do so. Process Mining User are Users having access and use of the Appian Process Mining Software.

iii. Contingency. Business Partner may not sublicense the Appian Process Mining Software to End User unless Business Partner or a third-party implementing party (or, if Business Partner is working with a third-party who will be implementing the Appian Process Mining Software on Business Partner's behalf), has successfully completed Appian's then current training offered in connection with the Appian Process Mining Software.

3. MAINTENANCE SERVICES

Subject to Business Partner paying Appian the Maintenance Services fee for an applicable End User, as described in the corresponding Order Form, Appian shall provide the End User with Maintenance Services described in section 7. Maintenance Services will include support for Appian Process Mining Software and/or the Portals Code to the extent Business Partner purchases corresponding licenses on End User's behalf under this Reseller Appendix. If an End User addresses concerns regarding the operation and functional capabilities of the Appian Software to Business Partner,

Business Partner shall promptly notify Appian of the same and use reasonable efforts to direct the End User to Appian for support.

4. FEES

The applicable rates for licenses of the Appian Software and associated Maintenance Services shall be as agreed upon in the applicable Order Form. The Business Partner may set an End User's license fees and maintenance fees associated with the Appian Software and Maintenance Services at its sole discretion.

5. TERMINATION

5.1 Effect of Termination on End User Licenses. Termination or expiration of this Reseller Appendix will not terminate an End Users' license to the Appian Software to the extent (a) the End User is subject to and compliant with binding license terms and restrictions required under this Reseller Appendix, prior to the date this Reseller Appendix is terminated or expires, and (b) provided the corresponding license fees have duly been paid to Appian.

6. LIMITED WARRANTY AND DISCLAIMER

6.1 Local Installation and Locally Installed Elements of the RPA Software. Subject to the limitations set forth below, for a period of 45 calendar days following the date when Business Partner first orders a license to a Local Installation, RPA Software from Appian in connection with a particular End User, Appian warrants, in connection with that End User, that the Local Installation and the locally installed elements of the RPA Software (the Appian RPA and Appian RPA Agents) provided to such End User will operate in substantial conformance with its then current Documentation. If Business Partner notifies Appian of any Defect during this warranty period, Appian's sole obligation and Business Partner's exclusive remedy is for Appian to use commercially reasonable efforts to reproduce the Defect and, if the Defect is confirmed, to use commercially reasonable efforts to provide Business Partner with a Correction at no additional cost. If Appian is unable to provide a Correction within a commercially reasonable time after Appian reproduces the corresponding defect, Appian shall refund to Business Partner the amounts paid for the non-conforming Appian Software. Notwithstanding the foregoing, Appian shall not be liable if the alleged Defect was caused by (a) failures due to the computers supplied by an End User or Business Partner or the operating environment on which the Appian Software resides, (b) problems due to the End User's or Business Partner's failure to implement currently available updates or upgrades, (c) failures due to modifications or alterations of the Appian Software, (d) the End User or Business Partner using the Appian Software contrary to the corresponding Documentation, or (e) the End User or Business Partner combining the Appian Software with materials, hardware or data not contemplated by the Parties or approved by Appian, in writing.

6.2. Hosted Installation and Cloud-Based Elements of the RPA Software

a. Virus. Prior to delivery of the Hosted Installation and the cloud-based elements of the RPA Software (the Appian RPA Console and the Appian RPA Server), Appian will first scan the same using commercially available up to date virus detection software and will remediate any issue discovered by such software.

7. SERVICE LEVEL AGREEMENT

a. Service Level Agreement. Appian will provide to End Users the services described in the service level agreement that is included at the following link: <https://assets.appian.com/uploads/legal/appiancloudservicelevelagreement.pdf>, depending on the type of licenses and support tier that Business Partner purchases on an End User's behalf ("Service Level Agreement"). If the Service Level Agreement entitles an End User to Service Credits, as that term is defined in the Service Level Agreement, Appian shall pay the Service Credit to Business Partner. The amount of the Service Credits paid by Appian to Business Partner shall be based on the amount of the license fee paid to Appian by Business Partner in connection with the End User that earned the Service Credit. Business Partner may terminate an Order Form for cause if Appian refunds to Business Partner the maximum amount of Service Credits under that Order Form for Priority 1 Issues (as that term is defined in the Service Level Agreement) in any two consecutive months. Notwithstanding the foregoing, Business Partner must notify Appian of its intent to elect this remedy, in writing, within 30 calendar days after the second month.

Schedule I - MANDATORY FLOW DOWN TERMS FOR LOCAL INSTALLATIONS (End Users accessing the Appian Software as Hosted by the End User)

1. DEFINITIONS

1.1 “**Appian**” means Appian Corporation, located at 7950 Jones Branch Drive, McLean, Virginia 22102 and its subsidiaries.

1.2 “**Appian Process Mining Software**” means the Appian Process Mining software as described at docs.appian.com.

1.3 “**Authorized Servers**” means, collectively, the servers owned (or leased by the End User) or the servers of the End User’s third party infrastructure as a service providers.

1.4 “**Core Functionality**” means the ability using the Software to: (a) load a designer interface; (b) publish a generic process; (c) launch a generic process (including accepting a generic task and entering a generic form); (d) access a generic dashboard; or (e) run a generic report.

1.5 “**Correction**” means, without limitation, workarounds, support releases, component replacements, patches and/or documentation changes, as Appian deems reasonably appropriate.

1.6 “**Defect**” means a failure of the Software to operate substantially in accordance with the then current Documentation.

1.7 “**Documentation**” means the contents provided under the documentation section of the Appian Community website, <https://docs.appian.com>, or other URL as notified to the Business Partner in writing from time to time.

1.8 “**End User**” means the party receiving a license to use the Software from the Licensor under these Terms and Conditions.

1.9 “**Issue**” means, collectively, Prior 1, 2, 3 or 4 Issues.

1.10 “**Licensor**” means the party providing a license to the Software to the End User.

1.11 “**Release**” means a new version of the Software identified by a decimal point move in the version number in the tenths place (e.g. 5.1 to 5.2). In the event of a full integer move in the version number (e.g. 5.7 to 6.0), the new integer number (6.0) will be considered the current Release.

1.12 “**Software**” means the object code version of Appian’s software and the corresponding documentation received by End User by or through Licensor, including, to the extent applicable, the Appian Process Mining Software. The Software includes all updates, new releases, enhancements, revisions and versions of the Software, including the corresponding documentation, received by the End User.

1.13 “**Terms and Conditions**” means the terms and conditions set forth in this Schedule I.

2.0 SOFTWARE LICENSE GRANT

2.1 **General.** Subject to these Terms and Conditions, Licensor grants the End User a non-transferable, non-exclusive license, without right of sublicense, to allow the number and type of users for which the End User has purchased corresponding licenses from the Licensor to access and use the Software. The End User is responsible for ensuring that any user complies with these Terms and Conditions. The End User may only install the Software on Authorized Servers.

2.2 **Copies of the Software.** The End User may make a reasonable number of copies of the Software as necessary for the End User to use the licenses purchased hereunder. All titles, trademarks and copyrights, and all proprietary and restricted rights notices shall be reproduced on such copies. All copies are subject to these Terms and Conditions.

2.3 **License Keys.** The End User must provide Licensor with the following information for every Authorized Server used by the End User to operate the Software: (a) a fully qualified domain name owned by the End User, (b) the operating system, and (c) the number of CPU cores. A CPU is a single central processing unit, and each core of a multi-core processing unit shall equal one CPU. Licensor will use this information to develop a license key and/or enabling code (“License Key”) that will allow the Software to operate only on Authorized Servers having a matching domain name, operating system and CPU cores. For the avoidance of doubt, License Keys are not required for the devices on to which the Software is not installed and which are used to access the Software.

2.4 **User Accounts.** Licenses may be reassigned from time to time to new users of the Software who are replacing a former user of the Software who has terminated employment or otherwise changed job status or function and no longer

uses the Software. Only the identified individual associated with a particular account in the Software can access the Software using that account. User accounts may not be shared among individuals or used to provide access to the Software to individuals who are not the individual associated with the corresponding user account. End User may not activate and de-activate user accounts in the Software on a daily or other regular basis in order to circumvent license restrictions. To the extent that End User configures the Software to be accessed or used through a separate system or interface (e.g. “headless”), users of the Software through such separate system or interface must be licensed from Licensor, regardless of whether such person has an user account in the Software or authenticates into the Software.

2.5 Restrictions. Except as authorized in these Terms and Conditions or in the Documentation, End User may not:

(a) modify, reverse engineer, disassemble, decompile or otherwise attempt to access or determine the source code of the Software (except as and only to the extent any of the foregoing restrictions may be permitted by the licensing terms governing use of any open sourced components included with the Software), (b) copy, or reproduce the Software in any way, in whole or in part, (c) create any derivative work based on the Software, (d) operate the Software on a service bureau basis, or (e) allow, assist or permit any third party to do any of the foregoing. If End User is located in a jurisdiction that permits limited reverse engineering as a matter of law, and despite accepting contract terms to the contrary, End User may perform limited reverse engineering, provided End User first notifies Licensor of End User’s intent to reverse engineer the Software, and provided the reverse engineering is limited to the extent permitted by applicable law.

2.6 Appian Process Mining Software. End User’s access to and use of the Appian Process Mining Software is subject to the terms of these Terms and Conditions that apply to the Software, plus the following additional terms and conditions. Notwithstanding anything else in these Terms and Conditions to the contrary the Appian Process Mining Software will be supported in the same manner as the Appian’s baseline business process automation software platform, except that some support features are available with respect to Appian’s baseline business process automation software platform only, as described at docs.appian.com.

2.7 Third Party Licensors. The Software contains software licensed to Licensor from certain party licensors (“Third Party Licensors”). Any warranty provided in connection with the Software, if any, is from Licensor, not the Third Party Licensors, and the Third Party Licensors make no warranty to the End User in connection with the Software. The Third Party Licensors expressly disclaim any express, implied or statutory warranties in connection with the Software, including the implied warranties of merchantability or fitness for a particular purpose. The Third Party Licensors are not liable for any damages of any kind resulting from the End User’s use of the Software, including without limitation, indirect, consequential, incidental, and special damages. The Third Party Licensors are intended third party beneficiaries of those provisions of these Terms and Conditions relating to the Third Party Licensor’s software incorporated into the Software.

2.8 Notice of Unauthorized Use. End User agrees to report to Licensor immediately, and use reasonable efforts to stop immediately, any copying or distribution of the Software in violation of these Terms and Conditions that End User is aware of or suspects.

2.9 Permitted Usage. Subject to the other terms and conditions of these Terms and Conditions, End User may use the Software solely in connection with the End User’s internal business purposes. End User acknowledges that the Software is not designed to be used in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Software or the failure of the Software, could lead to death, personal injury, or severe physical or environmental damage, and End User agrees not to use the Software for any such purpose.

3. INTELLECTUAL PROPERTY RIGHTS

The Software and all intellectual property rights therein, are licensed to the End User, not sold. All rights in the Software not provided to the End User under these Terms and Conditions are expressly retained by Licensor and its licensors.

4. MAINTENANCE SERVICES-Appian shall provide the following services (“Maintenance Services”) directly to the End User. Appian shall provide premier Maintenance Services only if the Licensor has purchased premier Maintenance Services from Appian on the End User’s behalf.

4.1 Technical Support. Appian shall provide Technical Support to allow the End User’s Maintenance Services contacts to report problems and to seek assistance regarding the End User’s use of the Software. The End User shall designate End User employees to coordinate the End User’s requests for Maintenance Services (“Maintenance

Services contacts”). The End Users shall email support@appian.com with the End User’s Maintenance Services contacts promptly on or after it receives license to use the Software from Licensor. The End User may change its Maintenance Services contacts using Appian’s case management system. The End User’s Maintenance Services contacts may report problems using Appian’s online technical support case management system (<https://community.appian.com/support/> or other URL as notified by Appian in writing from time to time), 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. The End User’s Maintenance Services contacts may track Technical Support requests using Appian’s case management system. The End User’s Maintenance Services contacts must be reasonably familiar with the Software to facilitate discussions with Appian’s Maintenance Services staff. Technical Support is provided on the two (2) most recent Releases; provided, however, that Appian shall continue supporting the third most recent Release for a reasonable period sufficient to allow the End User to implement the newest Release.

4.2 **Service Level Agreement.** Appian will provide to End Users the Maintenance Services described in the service level agreement that is included at the following link: <https://assets.appian.com/uploads/legal/appiancloudservicelevelagreement.pdf>, depending on the type of licenses and support tier that End User purchases (“Service Level Agreement”).

5. CONFIDENTIAL INFORMATION

5.1 **General.** The End User acknowledges and agrees that the Software contains proprietary and sensitive information of Licensor and its licensors. End User will protect the Software 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 End User may only disclose the Software to those for whom it has purchased corresponding licenses from the Licensor: (a) who have a need to know in order for the End User to use the Software in accordance with these Terms and Conditions, and (b) who are subject to binding confidentiality obligations with the End User regarding limitations on use and disclosure that are at least as restrictive as those in this Section 5. The End User will immediately notify the Licensor of any unauthorized use or disclosure of the Software. The End User agrees to reasonably assist the Licensor in remedying any such unauthorized use or disclosure.

5.2 **Exceptions.** The foregoing restrictions will not apply to the extent the Software (a) is properly known by the End User at the time of disclosure by the Licensor, without restriction, (b) has become publicly known through no wrongful act of the End User, (c) has been rightfully received from a third party authorized to make such communication without restriction, (d) has been independently developed by the End User as evidenced by written records, or (e) is required by law to be disclosed; provided that if the End User is required to disclose the Software pursuant to an order under law, the End User must, to the extent not prohibited by applicable law, give the Licensor and Appian sufficient notice of such disclosure to allow a reasonable opportunity to object to and to take necessary legal action to prevent such disclosure.

6. TERMINATION

6.1 **Termination.** Licensor may terminate the End User’s license to use the Software at any time upon written notice to End User if End User breaches any material provision hereof and fails to cure such breach within 30 calendar days after receiving written notice of such breach from Licensor.

6.2 **Rights Upon Termination.** Upon the termination of the End User’s license, the End User will make no further use of the Software. Within 5 business days after such termination, the End User will return to Licensor all originals and all copies of the Software in the End User’s care, custody or control. The End User will certify to Licensor that it has complied with the foregoing requirements. The foregoing obligations apply to copies of the Software in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or combined with other materials.

SCHEDULE II-MANDATORY END USER FLOW DOWN TERMS FOR THE HOSTED INSTALLATIONS (End Users accessing the Appian Software as Hosted by Appian)

1. DEFINITIONS

1.1 “Appian” means Appian Corporation, located at 7950 Jones Branch Drive, McLean, Virginia 22102 and its subsidiaries.

1.2 “Appian Process Mining Software” means the Appian Process Mining software as described at docs.appian.com

1.3 “Authorized Servers” means, collectively, the servers owned (or leased) by End User or the servers of End User’s third-party infrastructure as a service providers.

1.4 “Data” means the data, material and other information provided by the End User to the Service.

1.45 “Documentation” means the contents provided under the Appian Community website, <https://docs.appian.com>, or other URL as notified to the Business Partner in writing from time to time.

1.6 “End User” means the party receiving a license to use the Service under these Terms and Conditions.

1.7 “Licensor” means the party providing a license to the Software to the End User.

1.8 “Portals Code” means the Appian Portals functionality described at docs.appian.com.

1.9 “Portals Site” means a website through which End User makes the Portals Code accessible.

1.8 “Service” means, collectively, (a) Appian’s business process management software platform and any solutions developed by Appian on the same, (b) Appian’s robotic process automation software, which contains the following four components: (i) the Appian RPA Console, a cloud-based application used to deploy new robotic processes, manage resources, review data and metrics, and configure platform settings; (ii) the Appian RPA Server, a cloud-based service which executes robotic processes and deploys RPA code; (iii) the Appian RPA integrated developer environment, locally installed software which allows for the development of Appian RPA robots; and (iv) Appian RPA Agents, locally installed software robots that perform assigned tasks, and, if applicable, the Appian Process Mining Software and/or Portals Code, and for all of the foregoing all updates and enhancements to the same.

1.8 “Service Provider” means Licensor and its service providers responsible for providing the Service to the End User.

1.9 “Terms and Conditions” means the terms and conditions set forth in this Schedule II.

2. LICENSE

2.1 General. Licensor grants End User a non-transferable, non-sublicenseable, nonexclusive license to: (a) to access the cloud-based elements of the Service (Appian’s business process automation software platform and the cloud-based elements of the RPA Software (the Appian RPA Console and the Appian RPA Server)) via a password over the Internet; and (b) a license to install on Authorized Servers and to use the locally installed elements of the Service (the Appian RPA integrated developer environment and Appian RPA Agents). The Service may be used only by the number and type of users for which End User has received corresponding licenses from Licensor.

2.2 User Accounts. Licenses in the Service may be reassigned from time to time to new users of the Service who are replacing former users of the Service who have terminated employment or otherwise change job status or function and no longer use the Service. Only the identified individual associated with a particular account in the Service can access the Service using that account. User accounts may not be shared among individuals or used to provide access to the Service to individuals who are not the individual associated with the corresponding user account. End User may not activate and de-activate user accounts in the Service on a daily or other regular basis in order to circumvent license restrictions. To the extent that End User configures the Service to be accessed or used through a separate system or interface (e.g. “headless”), users of the Service through such separate system or interface must be licensed from Licensor, regardless of whether such person has an user account in the Service or authenticates into the Service.

2.3 Accounts and Cooperation. End User must use the Service in accordance with all applicable laws. End User is responsible for the password security of user accounts in the Service and the level of access granted to an individual user by End User’s administrators, as well as any other security configurations set by End User. End User is responsible for any violation of these Terms and Conditions by its users. End User shall promptly report to Licensor any copying or distribution of the Service in violation of these Terms and Conditions that is known or suspected by End User and provide Licensor with reasonable assistance to stop such violation.

2.4 Ownership and Opposition. The Service and all intellectual property rights therein, is licensed to the End User, not sold. All rights in the Service not provided to the End User under these Terms and Conditions are expressly retained by Licensor and its licensors.

2.5 Copies. End User may make a reasonable number of copies of the locally installed elements of the RPA Software (Appian RPA integrated development environment and RPA Agents) as necessary for End User to use the licenses purchased from Licensor. End User may not to remove any copyright or proprietary notice from the locally installed elements of the RPA Software and agrees to include such notices in any reproductions of the locally installed elements of the RPA Software. All copies of the RPA Software shall remain the property of Licensor and its licensors and are subject to these Terms and Conditions. All proprietary and restricted rights notices shall be reproduced on such copies, and all copies are subject to these Terms and Conditions.

2.6 Portals Code. End User's access to and use of the Portals Code is subject to the terms of these Terms and Conditions that apply to the Service, plus the following additional terms and conditions:

a. Portals Site. In the Portal's Site, the End User must:

- i. 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, and
- ii. provide terms of use to visitors of the Portals Site that:
 - I. disclaim Licensors and Appian's responsibility or liability for information uploaded by the visitors to the Portals Site,
 - II. reserves the right to remove any content posted to the Portals Site;
 - III. requires that any user of the Portals Site protects the Portals Site and all content thereon from unauthorized use and disclosure using at least a reasonable degree of care, and
 - IV. prohibits reverse engineering of the Portals Site or otherwise violating Appian's intellectual property rights in the Portals Site.
- iii. not expose the Apian Designer features or functionality of the Service to the public.

2.7 Appian Process Mining Software. End User's access to and use of the Appian Process Mining Software is subject to the same terms of these Terms and Restrictions that apply to the Service, but subject to the following additional terms and conditions:

Notwithstanding anything else in these Terms and Conditions to the contrary: the Appian Process Mining Software will be supported in the same manner as the Appian's baseline business process automation software platform, except that some support features are available with respect to Appian's baseline business process automation software platform only, as described at docs.appian.com.

2.8 Third Party Licensors. The Service contains software licensed to Licensor from certain party licensors ("Third Party Licensors"). Any warranty provided in connection with the Service, if any, is from Licensor, not the Third Party Licensors, and the Third Party Licensors make no warranty to the End User in connection with the Service. The Third Party Licensors expressly disclaim any express, implied or statutory warranties in connection with the Service, including the implied warranties of merchantability or fitness for a particular purpose. The Third Party Licensors are not liable for any damages of any kind resulting from the End User's use of the Service, including without limitation, indirect, consequential, incidental, and special damages. The Third Party Licensors are intended third party beneficiaries of those provisions of these Terms and Conditions relating to the Third Party Licensor's software incorporated into the Service.

3. RESTRICTIONS

3.1 General. Except as authorized in these Terms and Conditions or in the Documentation, End User may not: (a) modify, reverse engineer, disassemble, decompile or otherwise attempt to access or determine the source code of the Service (except as and only to the extent any of the foregoing restrictions may be permitted by the licensing terms

governing use of any open sourced components included with the Service), (b) copy, or reproduce the Service in any way, in whole or in part, (iii) create any derivative work based on the Service, (c) operate the Service on a service bureau basis, or (d) allow, assist or permit any third party to do any of the foregoing. If End User is located in a jurisdiction that permits limited reverse engineering as a matter of law, and despite accepting contract terms to the contrary, End User may perform limited reverse engineering, provided End User first notifies Licensor of End User's intent to reverse engineer the Service, and provided the reverse engineering is limited to the extent permitted by applicable law.

3.2 Security and Security Testing. 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 Service ("SOC Report"). The SOC Report is considered confidential and subject to the terms of Section 7 of these Terms and Conditions. Subject to agreed upon usage terms, Appian will provide End User with Appian's then current SOC Report. 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. End User may perform security testing with respect to the cloud-based elements of the Service, but only with Appian's prior written consent, not to be unreasonably withheld.

3.3 Permitted Usage. End User agrees to use the Service solely in connection with its internal business purposes, subject to the other terms and conditions of these Terms and Conditions. End User acknowledges that the Service is not designed to be used in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Service or the failure of the Service, could lead to death, personal injury, or severe physical or environmental damage, and End User agrees not to use the Service for any such purpose.

4. DATA

End User hereby grants the Service Providers with a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable right during the period during which the Service is provided to End User to use the Data as necessary to provide the Service to End User. End User is responsible for responding to any notices sent to End User (or any user of the Service authorized by the End User) by any third party claiming that the Data violates such party's rights.

5. MAINTENANCE SERVICES- Appian shall provide the following services ("Maintenance Services") directly to the End User.

5.1 Updates. Appian will install the upgrades and patches to the Service that are cloud-based as they become available. Appian shall promptly provide End User with any upgrades and patches to the Services that are locally installed at they become generally available.

5.2 Technical Support. Appian shall provide Technical Support to allow the End User's Maintenance Services contacts to report problems and to seek assistance regarding the End User's use of the Service. The End User shall designate End User employees to coordinate the End User's requests for Maintenance Services ("Maintenance Services contacts"). The End User shall email support@appian.com with the End User's Maintenance Services contacts promptly on or after it receives license to use the Services from Licensor. The End User may change its Maintenance Services contacts using Appian's case management system. The End User's Maintenance Services contacts may report problems using Appian's online technical support case management system (<https://community.appian.com/support/> or other URL as notified to the End User in writing from time to time), 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. The End User's Maintenance Services contacts may track Technical Support requests using Appian's case management system. The End User's Maintenance Services contacts must be reasonably familiar with the Service to facilitate discussions with Appian's Maintenance Services staff. Technical Support is provided only in connection with the then current version of the Service, provided that in connection with the locally installed elements of the Service (Appian RPA integrated development environment and RPA Agents) Appian shall continue supporting the immediately preceding release for a reasonable period sufficient to allow End User to implement the newest release.

5.3 Remote Maintenance Only. Maintenance Services do not include on-site or in-person assistance or consultation, or training that would normally be provided in formal training classes.

5.4 Scheduled Maintenance. Appian may specify up to a contiguous four (4) hour period during off peak hours when the cloud-based elements of the Service will not be available and during which Appian can provide any needed maintenance. Appian will use reasonable efforts to provide one-week prior notice of all scheduled maintenance periods, provided that Appian may without prior notice suspend the cloud-based elements of the Service to install emergency patches or other urgent corrective measures.

5.5 End User Obligations. The End User 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 the End User. The End User is responsible for the accuracy and completeness of all data and information provided to Appian in connection with the Maintenance Services.

5.6 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. Malfunction of the computer system and communications network on which the End User has installed and is using the Service;
- b. Use of the Service contrary to the terms of the then current Documentation;
- c. Modifications, enhancements or customizations of the Service;
- d. Any use of the Service in disregard of any known adverse consequences, including without limitation the End User's failure to make appropriate backups or to follow warning messages and other written instructions; or
- e. Any other cause not attributable to Appian.

6. SERVICE LEVEL AGREEMENT. Appian will provide to End Users the Maintenance Services described in the service level agreement that is included at the following link: <https://assets.appian.com/uploads/legal/appiancloudservicelevelagreement.pdf>, depending on the type of licenses and support tier that End User purchases ("Service Level Agreement").

7. CONFIDENTIAL INFORMATION

7.1 General. The End User acknowledges and agrees that the Service contains proprietary and sensitive information of the Service Providers. End User will protect the Service 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 End User may only disclose the Service to its authorized users of the Service: (a) who have a need to know in order for the End User to use the Service in accordance with these Terms and Conditions, and (b) who are subject to binding confidentiality obligations with the End User regarding limitations on use and disclosure that are at least as restrictive as those in this Section 7.

7.2 Exceptions. The foregoing restrictions will not apply to the extent the Service (a) is properly known by the End User at the time of disclosure by the Licensor, without restriction, (b) has become publicly known through no wrongful act of the End User, (c) has been rightfully received from a third party authorized to make such communication without restriction, (d) has been independently developed by the End User as evidenced by written records, or (e) is required by law to be disclosed; provided that if the End User is required to disclose the Service pursuant to an order under law, the End User must, to the extent not prohibited by applicable law, give the Licensor and Appian sufficient notice of such disclosure to allow a reasonable opportunity to object to and to take necessary legal action to prevent such disclosure.

8. TERMINATION AND SUSPENSION

8.1 Termination. Licensor may terminate the End User's license to use the Service at any time upon written notice to End User if End User breaches any material provision hereof and fails to cure such breach within 30 calendar days after receiving written notice of such breach from Licensor.

8.2 Suspension. Licensor may immediately suspend the End User's privilege to use the cloud-based elements of the Service, which suspension shall be without any liability to Licensor, if Licensor has reason to believe:

- (a) The End User is using the Service in any manner to (i) interfere or attempt to interfere with the

functionality or proper working of the Service, including but not limited to participating in any flooding or denial or service activities of any kind, or (ii) to engage in, promote or facilitate illegal activities;

(b) The Data (i) infringes, violates or misappropriates any rights of the Licensor 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.