

CLOUD SUBSCRIPTION AGREEMENT

This Cloud Subscription Agreement (“Agreement”) is by and between Appian Software International LLC, a company incorporated in Switzerland with company number CHE-219.834.592 with its principal offices at Baarerstrasse 21, 6300 Zug, Switzerland (“Appian”) and the Subscriber identified on the applicable Order Form. This Agreement is effective as of the last date this Agreement is signed in the signature block below (“Effective Date”). Appian and Subscriber may be referred to individually as a “Party” or jointly as the “Parties.”

1. **DEFINITIONS.** The terms defined in this Section 1 and any other capitalised terms defined in the other sections of this Agreement have the meanings stated.

1.1 **“Agreement”** means, collectively, this Cloud Subscription Agreement and any Order Forms.

1.2 **“Cloud Offering”** means Appian’s baseline software (including all updates and enhancements to the same that Appian provides under section 4 of this Agreement), the Documentation, and the information technology infrastructure used to make Appian’s software available to Subscriber over the Internet.

1.3 **“Data”** means the data, information or material that Subscriber or its Users submit to the Cloud Offering under this Agreement. Data shall not include anything initially provided to Subscriber by Appian.

1.4 **“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 Subscriber in writing from time to time.

1.5 **“Order Form”** means one or more order forms signed by the Parties.

1.6 **“User”** means an employee, contractor or subcontractor of Subscriber who has a user account in the Cloud Offering allowing him/her to authenticate into the Cloud Offering.

2. SUBSCRIPTION

2.1 **Licence.** During the term of the subscriptions that Subscriber purchases, Appian grants Subscriber a non-transferable, nonexclusive licence to access the Cloud Offering via a username and password over the Internet. Subscriber may use the licenses purchased under this Agreement for Subscriber’s general business purposes, unless the applicable Order Form restricts Subscriber’s use to a particular authorised business purpose (“Authorised Business Purpose”), in which case Subscriber may only use the Cloud Offering in connection with the specified Authorised Business Purpose.

2.2 **Restrictions.** Except to the extent expressly authorised in this Agreement or in the Documentation, Subscriber may not: (i) reverse engineer, disassemble, decompile or otherwise attempt to access or determine the source code of the Cloud Offering, (ii) operate the Cloud Offering for use by third parties or otherwise operate the Cloud Offering on a service bureau basis, (iii) modify, copy, reproduce or create a derivative from the Cloud Offering, in whole or in part, or (iv) allow, permit or assist any party to do any of the foregoing. In addition, unless expressly authorised in the applicable Order Form, Subscriber agrees not to use the Cloud Offering in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Cloud Offering or the failure of the Cloud Offering, could lead to death, personal injury, or severe physical or environmental damage.

2.3 **Users Accounts.** Only the identified individual associated with a particular User account can access the Cloud Offering using that account. User accounts may not be shared among individuals or used to provide access to the Cloud Offering to individuals who are not the individual associated with the corresponding User account. Subscriber may not activate and de-activate User accounts on a daily or other regular basis in order to circumvent licence restrictions. To the extent that Subscriber configures Appian’s software to be accessed or used through a separate system or interface (e.g. “headless”), users of the Appian software through such separate system or interface must be licensed under this Agreement, regardless of whether such person has an Appian User account or authenticates into the Cloud Offering. If Subscriber exceeds the number of licensed Users set forth in the effective Order Form(s), Subscriber shall purchase such additional User subscriptions necessary to bring Subscriber into compliance, with the date of such purchase retroactive to most recent Order Form between the parties and for a term equal to the longer of the remainder of the term of Subscriber’s current subscription or one year. Such additional User subscriptions shall be at Appian’s current list fees irrespective of any discounts offered to Subscriber in any Order Form.

2.4 **Subscriber Responsibilities.** Subscriber must use the Cloud Offering in accordance with all applicable laws. Subscriber is responsible for the password security of User accounts and the level of access granted to an individual User by Subscriber’s Cloud Offering administrators, as well as any other security configurations set by Subscriber. Subscriber is responsible for any violation of this Agreement by its Users. Subscriber shall promptly report to Appian any copying or distribution of the Cloud Offering in violation of this Agreement that is known or suspected by Subscriber and provide Appian with reasonable assistance to stop such violation.

2.5 **Security.** 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 Offering (“SOC Report”). Subject to agreed upon usage terms, Appian will provide Subscriber with Appian’s then current SOC Report. During the term of this Agreement, 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. Subscriber may perform security testing with respect to the Cloud Offering, but only with Appian’s prior written consent, not to be unreasonably withheld.

2.6 Intellectual Property Rights. The Cloud Offering and all intellectual property rights therein are licensed to Subscriber, not sold. All rights in the Cloud Offering not provided to Subscriber under this Agreement are retained by Appian and its licensors.

3. **DATA** As between the Parties, the Data belongs to Subscriber. In the event that Subscriber uses the Cloud Offering to process personal Data, the data processing terms at www.appian.com/appian-data-processing-terms/ at the date of execution of the applicable Agreement shall apply. Subscriber is responsible for responding to any notices sent to Subscriber (or any User) by any third party claiming that the Data violates such party's rights. Subscriber grants Appian a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable right during the term of this Agreement to use the Data for the purposes of providing the Cloud Offering to Subscriber. Appian shall backup the Data on a nightly basis. The Data shall be retained for at least 28 calendar days.

4. MAINTENANCE SERVICES

4.1 **Maintenance Services.** Appian shall provide Subscriber with the following maintenance services ("Maintenance Services") during the term of the Subscriber's subscription to the Cloud Offering:

a. **Updates.** Appian will install the upgrades and patches to the Cloud Offering that become available.

b. **Technical Support.** Subscriber may designate up to the number of Subscriber employees allowed by the Service Level Agreement to coordinate Subscriber's requests for Maintenance Services. Subscriber's Maintenance Services contacts may report problems and seek assistance regarding Subscriber's use of the Cloud Offering using Appian's online technical support case management system, by telephone using Appian's authorised technical support phone line, or using any other means that Appian may authorize from time-to-time. Subscriber's Maintenance Services contacts may track Technical Support requests using Appian's case management system. Subscriber shall email support@appian.com with Subscriber's Maintenance Services contacts promptly on or after the Effective Date. Subscriber may change its Maintenance Services contacts using Appian's case management system.

4.2 **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.

4.3 **Scheduled Maintenance.** Appian may specify up to a contiguous four (4) hour period during off peak hours when the Cloud Offering 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 Offering to install emergency patches or other urgent corrective measures.

5. **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"). Subscriber 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 Subscriber is required to withhold, Subscriber 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, Subscriber shall pay the unrecouped amount to Appian. Except as expressly set forth in this Agreement, all orders for licences and services are non-cancelable and all payments are non-refundable.

6. CONFIDENTIALITY

6.1 **Confidential Information.** "Confidential Information" means any information disclosed in writing or orally by one Party (the "Discloser") to the other Party (the "Recipient") and includes (a) information marked as confidential, (b) the Cloud Offering and the Documentation, (c) the terms of this Agreement (except as necessary to enforce the terms hereof), and (d) information that is reasonably understood to be confidential under the circumstances of disclosure or the nature of the information disclosed.

6.2 **Non-Disclosure.** The Recipient agrees to use the same degree of care to avoid unauthorised use or disclosure of the Discloser's Confidential Information as it uses to protect its own information and data of like importance, but in no event using less than a reasonable degree of care (with respect to Appian's obligations in connection with the Cloud Offering, such reasonable degree of care shall be defined as the measures identified in the then current SOC Report). Acting in accordance with the foregoing standard, the Recipient agrees to disclose the Discloser's Confidential Information only to its employees or Users (or, in the case of Appian, authorised subcontractors) who (i) have a need to know the same, and (ii) are subject to binding confidentiality obligations with the Recipient that are at least as restrictive regarding limitations on use and disclosure as those in this Section.

6.3 **Exceptions.** The foregoing restrictions will not apply to information that (a) is known to the Recipient at the time of receipt, (b) has become publicly known through no wrongful act of the Recipient, (c) has been rightfully received from a third party authorised to make such communication without restriction, (d) has been independently developed by the Recipient as evidenced by written records, (e) has been approved for release by written authorization of the Discloser, or (f) is required by law to be disclosed; provided that if the Recipient is required to disclose the Discloser's Confidential Information pursuant to an order under law, the Recipient must, if lawful, promptly notify the Discloser and cooperate in all reasonable respects with the Discloser's requests in connection with obtaining a protective order.

7. TERM, TERMINATION AND SUSPENSION

7.1 **Term.** This Agreement shall commence on the Effective Date and, unless terminated earlier as set forth below, shall continue for the duration of any subscription purchased in an applicable Order Form.

7.2 Termination for Cause. Either Party may terminate this Agreement if the other Party breaches any material terms and conditions of this Agreement, and fails to cure such breach within 30 calendar days of receiving written notice thereof from the non-breaching Party

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

7.4. Effect of Termination. Upon the effective date of termination, Appian may terminate Subscriber's use of the Cloud Offering, and Subscriber agrees to pay the balance due on Subscriber's account computed in accordance with applicable Order Form.

8. LIMITED WARRANTIES AND DISCLAIMERS

8.1 Service Level Agreement. Appian shall provide the Service Level Agreement set forth at <https://appian.com/legal/cloud-SLA> according to the Success Plan selected by Subscriber in the applicable Order Form.

8.2 Virus. Prior to delivery of the Cloud Offering to Subscriber, Appian will first scan the same using commercially available up to date virus detection software and will remediate any issue discovered by such software.

8.3 Disclaimer. The warranties set forth in this agreement are the only warranties provided in connection with the Cloud Offering and Maintenance Services to the maximum extent permitted by applicable law, all other warranties are disclaimed, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

9. LIMITATION OF LIABILITY

9.1 Subject to Sections 9.2 and 9.3 below, in no event shall either party be liable to the other under any cause or action (including contract, negligence, tort or strict liability) arising from or out of this agreement for:

- a. Any consequential, special, indirect, incidental, punitive or exemplary damages of any kind; or
- b. Loss of profits, goodwill, contracts, anticipated savings or opportunity of any kind; or

c. Aggregate liability of greater than the fees actually paid or payable by Subscriber under the Agreement in the twelve (12) month period immediately preceding the event giving rise to the liability.

9.2 Obligations under Section 10 of this Agreement, Subscriber's obligation to make payments as due and damages associated with (i) either party violating the intellectual property rights of the other party, (ii) death or personal injury caused by negligence or (iii) fraud or fraudulent misrepresentation, shall not be subject to the limitations set forth in 9.1 above.

9.3 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.

10. INDEMNIFICATION

10.1 By Appian.

a. **Indemnity.** Appian shall at its expense indemnify and defend Subscriber against any claims, legal actions, damages, losses and other expenses (a "Claim") brought by a third party against Subscriber alleging that the Cloud Offering or Maintenance Services (the "Offerings") infringe any United States patent, copyright, or trademark rights of such third party. Subscriber must provide Appian prompt notice of any Claim for which defence is sought hereunder, and provide Appian with sole control of the defence against any such Claim, provided that Appian may not enter into a settlement requiring Subscriber to make payment, take an action, or refrain from acting without Subscriber's consent, which shall not be unreasonably withheld, conditioned or delayed. If Subscriber is prohibited by lawful order from continued use of an Offering, or Appian concludes that an Offering infringes the foregoing intellectual property rights of a third party, Appian will, at its option and expense either: (i) procure for Subscriber the right to continue using the Offering, (ii) replace or modify the Offering so that it is no longer infringing, as long as it provides equivalent functionality, or (iii) if options (i) and (ii) are not commercially viable, terminate Subscriber's licence to use the infringing Offering and refund to Subscriber the amount of the then current subscription licence fee that was prepaid and unearned as of the date of termination.

b. **Limitation.** Notwithstanding the provisions of Section 10.1(a) above, Appian assumes no liability for (i) infringement arising from combinations of an Offering with non-Appian software or hardware, including any of Subscriber's software or code, (ii) modifications to an Offering made by any party other than Appian, (iii) use of a prior version of an Offering where Appian has offered or provided such current version to Subscriber at no additional cost, or (iv) trademark infringements involving any marking or branding applied by Subscriber or its agents or by Appian at Subscriber's request.

c. **Entire Liability.** This Section 10.1 states the entire liability and obligations of Appian and the exclusive remedy of Subscriber with respect to any alleged or actual infringement of patents, copyrights, trademarks or other intellectual property rights by an offering, or any part thereof.

10.2 By Subscriber. Subscriber shall at its expense indemnify and defend Appian against any claim brought by a third party against Appian alleging that the Data infringes the rights of any third party. Appian shall provide prompt notice of any claim for which defence is sought hereunder and will provide Subscriber with sole control of the defence against any such claim, provided that Subscriber may

not enter into a settlement requiring Appian to make payment, take an action, or refrain from acting without Appian's consent, which shall not be unreasonably withheld, conditioned or delayed.

11. **NOTICE.** Any formal legal notices required or permitted to be given under this Agreement shall be in writing and shall be sufficiently given if sent by first class certified mail, or overnight delivery service using a reputable courier service, postage prepaid to Appian Corporation at 7950 Jones Branch Drive, Tysons, VA 22102 USA, attention: General Counsel or to Subscriber at the address indicated on the applicable Order Form. Each Party will inform the other in writing of any change in the address to which notices should be sent.

12. GENERAL

12.1 **Governing Law and Arbitration.** 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 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.

12.2 **Relationship.** This Agreement does not create a joint venture, partnership, employment, or agency relationship.

12.3 **Marketing.** (a) Appian may publicly identify Subscriber as an Appian customer and use its logo on Appian's website and in presentations to current or prospective customers or investors; (b) Appian may issue a mutually agreed upon press release announcing Subscriber's status as an Appian customer; (c) subject to Subscriber's consent, Subscriber agrees to serve as a reference to prospective non-competitive Appian customers; and (d) upon successful launch of an application in the Cloud Offering, Appian may record and produce a video concerning Subscriber's use of Appian, which may be distributed via Appian's web site.

12.4 **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.

12.5 **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.

12.6 **Assignment.** This Agreement shall be binding and inure to the benefit of the Parties and their respective and permitted successors and assigns. Appian may use subcontractors to assist in performing this Agreement, provided Appian remains responsible for any subcontractor's compliance with the applicable terms of this Agreement. Neither Party may assign this Agreement without the consent of the other Party, except in the event of a corporate reorganization, merger, acquisition, or sale of all or substantially all of such Party's assets.

12.7 **Entire Agreement.** This Agreement is the final, complete and exclusive agreement between the Parties relating to the subject matter hereof, and supersedes any previous communications, representations or agreements between the Parties, whether oral or written. This Agreement may be amended only through a written agreement signed by duly authorized representatives of the Parties. If an Order Form conflicts with this Agreement, this Agreement shall take precedence unless the Order Form expressly identifies select provisions of this Agreement to be superseded. The terms of any purchase order supplied to Appian will be null and void.

12.8 **Force Majeure.** Neither Party is liable for failure to perform or for any delay in performing this Agreement due to events outside its reasonable control and not caused by its fault or negligence.

12.9 **Signature/Counterparts.** The Parties agree that electronic signature shall be valid signatures for all purposes hereunder and shall bind the Parties. This Agreement and any documents related hereto may be executed in counterparts.

12.10 **Survival.** Provisions herein which by their nature extend beyond the termination of this Agreement shall remain in effect until fulfilled.

THE PARTIES EVIDENCE THEIR AGREEMENT WITH THE ABOVE TERMS AND CONDITIONS BY THEIR AUTHORISED SIGNATORIES SIGNING BELOW:

SUBSCRIBER

APPIAN SOFTWARE INTERNATIONAL LLC

By:
Name: _____
Title: _____
Date: _____

By:
Name: _____
Title: _____
Date: _____

Last revised 31 Jan 2025

Appian Cloud Service Level Agreement

1. **GENERAL SERVICE OBLIGATIONS** - Appian's obligations depend on the type of Success Plan for Maintenance Services that Subscriber purchases in a corresponding Order Form, as summarized in the following chart:

	COMMUNITY	FOUNDATION	PROFESSIONAL	SIGNATURE
EXPERT GUIDANCE				
Appian Community	✓	✓	✓	✓
Onboarding Session	✓	✓	✓	✓
Customer Success Manager		✓	✓	✓
On Demand Advisory Services		✓	✓	✓
Insights		✓	✓	✓
Innovation Briefing			✓	✓
TECHNICAL SUPPORT				
Priority 1 & 2 Issues	Business Hours	24x5	24x7x365	24x7x365
Priority 3 & 4 Issues	Business Hours	Business Hours	Business Hours	24x5
Designated Support Contacts	2	4	12	30
Case Management	Web	Web & Phone	Web & Phone	Web & Phone
Lead Engineer				✓
APIAN CLOUD SERVICE LEVEL				
Service Level Availability	99.80%	99.80%	99.95%	99.99%
Pre-Release Testing Program *	✓	✓	✓	✓
Appian Cloud Administration *	✓	✓	✓	✓
Custom Domains *		✓	✓	✓
Custom Mail Server Configurations *		✓	✓	✓
High Availability for Production *			✓	✓
Enhanced Data Pipeline *			✓	✓
Log Streaming *			✓	✓
Additional Capacity for Non-Prod Instances				✓
Additional Storage				500 GB
Data Snapshot and Refresh *				✓
APIAN PROTECT				
Data Loss Prevention *	✓	✓	✓	✓
Published Certification Reports and Certificates	✓	✓	✓	✓
Standardized Information Gathering (SIG)	✓	✓	✓	✓

Third-Party Security Questionnaires	✓	✓	✓	✓
Private Network Integrations *		✓	✓	✓
Bring Your Own Key *			✓	✓
Data At Rest Encryption *			✓	✓
Subscriber Security Questionnaire			✓	✓
Signature Security Package *				✓

*defined at docs.appian.com

2. RESPONSE MEASUREMENTS - Appian will use commercially reasonable efforts to respond to Issues within the response times listed below. A Priority 1 or 2 Issue shall be deemed reported, and Appian's response time shall commence, once Subscriber reports the issue as a Priority 1 or 2 Issue using Appian's authorized telephone support number (Foundation, Professional, and Signature) or through Appian's online case management system (Community). A Priority 3 Issue or Priority 4 Issue shall be deemed reported, and Appian's response period shall commence, once Subscriber reports the Priority 3 Issue or Priority 4 Issue using any authorized methods for requesting Technical Support. Appian will be deemed to have responded to an Issue once it responds that it has received the Issue (an automated email response shall not count as a response). If Subscriber's principal office is in the United States, Canada or Latin America, business hours are 8:00 a.m. to 8:00 p.m. (USET), Monday through Friday, excluding Appian holidays; if Subscriber's principal offices are in Europe, the Middle East, or Africa business hours are 8:00 a.m. to 8:00 p.m. (GMT), Monday through Friday, excluding UK holidays; and if Subscriber's principal offices are in Australia, New Zealand, and East or Southeast Asia, business hours are 8:00 a.m. to 8:00 p.m. (Australian ET), excluding New South Wales holidays.

Case Severity	Technical Support Initial Response Time		
	Community	Foundation	Professional & Signature
Priority 1	<2 business hours	<1 business hour	<15 minutes (24x7x365)
Priority 2	<4 business hours	<2 business hours	<1 hour (24x7x365)
Priority 3	<2 business days	<8 business hours	<3 business hours
Priority 4	<3 business days	<12 business hours	<6 business hours

3. AVAILABILITY AND SERVICE CREDITS -

a. Service Credit Definition and Calculation. Subject to the exclusions noted below, if in any given month Subscriber reports a Priority 1 or 2 Issue, and it takes Appian longer than the percentage of time occurring in the applicable month noted below ("Aggregate Availability") to provide a corresponding Correction in accordance with the applicable Technical Support Availability hours noted in the chart above, Appian will provide Subscriber with a credit of the percentage of the sum of the applicable monthly subscription fee and monthly Success Plan fees in effect during the applicable month in the amount described below (each such credit is referred to as a "Service Credit"). The Aggregate Availability for Priority 1 Issues is calculated as 100 percent minus the quotient of the time required by Appian to provide Corrections for all Priority 1 Issues reported in a month, divided by the total number of minutes occurring in that month. Likewise, the Aggregate Availability for Priority 2 Issues is calculated as +100 percent minus the quotient of the time required by Appian to provide Corrections for all Priority 2 Issues reported in a month divided by the total number of minutes occurring in that month. The Service Credits are Appian's exclusive obligation, and Subscriber's sole remedy associated with any Issues. A Priority 1 Issue may not be reported both as a Priority 1 and a Priority 2 Issue.

Priority Level	Monthly Availability %	Service Credit*
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	Community & Foundation	Professional	Signature	
Priority 1	<99.8% but ≥ 99.0%	<99.95% but ≥ 99.0%	<99.99% but ≥ 99.0%	10%
	<99.0%	<99.0%	<99.0%	30%
Priority 2	<99.0%	<99.0%	<99.0%	15%

*Credit percentages are as a percentage of the sum of monthly applicable subscription fee for Subscriber's subscription to use the Cloud Offering and the monthly Success Plan fees in the applicable Order Form. If the subscription fee for the Cloud Offering is paid other than monthly, the monthly subscription fee shall be calculated as the pro rata equivalent of one month of the subscription fee specified in the applicable Order Form.

b. Requesting Service Credits - Subscriber must request Service Credits, in writing, within 30 calendar days after Appian provides the corresponding Correction. Service Credits not requested within this time shall expire.

c. Exclusions. Issues caused by any of the following situations shall not trigger Appian's obligations under this Service Level Agreement:

- i. Any time the Cloud Offering is not available as a result of scheduled maintenance activities, Subscriber initiated maintenance or any other agreed-to scheduled downtime activity;
- ii. Unavailability of or errors in the Cloud Offering due to the following, to the extent developed by or incorporated by Subscriber or its agents: (I) modifications or plug-ins to the Cloud Offering, or (II) unsupported programming, unsupported integrations or malicious activities;
- iii. Unavailability of or errors in the Cloud Offering as a result of Subscriber using the Cloud Offering contrary to the then current Documentation;
- iv. Events outside Appian's reasonable control, not caused by Appian's fault or negligence, or Subscriber provided infrastructure or integration being unavailable;
- v. Any time the Cloud Offering is not available as a result of Subscriber exceeding the IT resources allocated under the applicable Order Form (memory, storage).

4. TERMINATION - Subscriber may terminate the Agreement for cause if Appian refunds to Subscriber the maximum amount of Service Credits to Subscriber for Priority 1 Issues in any two consecutive months, provided Subscriber notifies Appian of its intent to elect this remedy, in writing, within 30 calendar days after the second month.

5. AUTHORITY OF SUPPORT CONTACTS. Notwithstanding anything else to the contrary in any agreement between the parties, Subscriber agrees that Subscriber's Designated Support Contacts shall have the authority to enable or disable security and other features in Subscriber's instances of the Cloud Offering and consent to the maintenance, monitoring and analysis of Subscriber's instances.

6. DEFINITIONS - The terms defined in this Section 6 as well as terms defined in the Cloud Subscription Agreement (or similar master terms and conditions) agreed to between the parties (the "Agreement") are applicable to this Service Level Agreement. Terms that have an asterisk in the General Services Obligations table in Section 1 above are further explained in the Documentation at docs.appian.com

a. Expert Guidance Definitions.

i. **Onboarding Session** means that Appian will walk Subscriber through a number of items designed to accelerate Subscriber's use of the Cloud Offering. This includes a review of available online resources, Technical Support services, and best practices for working with Appian Technical Support. For Appian Cloud subscribers, this will also include a review of Appian Cloud monitoring and procedures for instance maintenance and upgrades.

ii. **Customer Success Manager** means that an Appian customer success manager (CSM) is designated to assist Subscriber in their use of the Appian platform. Subscriber will provide a single platform owner to serve as the point of contact (POC) to coordinate with the CSM on mutually agreed activities, which may include:

- A. Establishing a mutually agreed success plan to assist Subscriber in effectively adopting the Appian platform, including a communication plan between the parties
- B. Conducting regular meetings with Subscriber's POC to discuss mutually agreed topics. These topics may include recommendations on how Subscriber may improve the effective adoption of the Appian platform, improve the technical health of their instance(s) using [Appian Health Check](#), or increase the maturity of their Appian program.
- C. Recommending On Advisory Demand Services based on the established success plan

iii. **On Demand Advisory Services** means that Subscriber can request a remote interactive session with an Appian expert, who will provide recommendations and best practices on a specific Appian-related topic. The available topics for these sessions can be found in the online On Demand Catalog. Subscriber's POC may request On Demand Advisory Services via Appian's Online Case Management system. The sessions are available in multiple formats including shared settings and 1:1 sessions between Subscriber and Appian. Appian and Subscriber will mutually agree on a time to conduct the session based on their availability. Subscriber may request one session at a time. Appian may add to or otherwise modify the online On Demand Catalog at its sole discretion.

iv. **Insights** means Subscriber will have access to Appian Insights, a series of best practice sessions, hosted by Appian experts, to answer questions from the Appian community in a shared setting. Experts from Appian will host each session focused on a specific best practice. The sessions can be accessed via on-demand videos or via live sessions scheduled from time to time by Appian. The live sessions will allow for Q&A by participants.

v. **Innovation Briefing** means Appian will coordinate a tailored presentation covering how the Subscriber can take advantage of Appian's latest feature advancements.

Unless otherwise agreed to by both parties, Expert Guidance shall be performed remotely in English between 9:00am and 5:00pm local standard time of the corresponding Appian office.

b. Technical Support Definitions.

i. **Core Functionality** means the ability to use the Cloud Offering to: (i) load a designer interface; (ii) publish a generic process; (iii) launch a generic process (including accepting a generic task and entering a generic form); (iv) access a generic dashboard; or (v) run a generic report.

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

iii. **Issue** means, collectively, a Priority 1, Priority 2, Priority 3 or Priority 4 Issue.

- A. **Priority 1 Issue** means a User is unable to access the login page on a production instance of the Cloud Offering using the User's then current username and password.
- B. **Priority 2 Issue** means a User is unable to operate the Core Functionality on a production instance of the Cloud Offering using the User's then current username and password.
- C. **Priority 3 Issue** means a functional feature of the Cloud Offering is impacted, but it is feasible to continue production/development, as the issue is not critical or a workaround is feasible.
- D. **Priority 4 Issue** means all other issues which are not Priority 1, 2 or 3.

iv. **Designated Support Contacts** means the Subscriber personnel designated to interact with Appian on technical support issues. Designated Support Contacts are able to create, view and update technical support cases on behalf of Subscriber's Appian projects. Designated Support Contacts will also receive communications from Appian Technical Support.

v. **Case Management** means that Subscriber's Designated Support Contacts may receive Technical Support assistance via the following methods:

- A. Web means access to Appian's Online Case Management system for reviewing, creating & updating support cases, managing support contact designations and maintenance notifications.

B. Phone means access to meet with an Appian Technical Support Engineer to discuss support cases over the phone or through a virtual meeting (includes screen-sharing).

vi. **Lead Engineer** means that an Appian Support Lead Engineer is assigned to work with Subscriber's team to ensure proactive planning, optimal platform utilization, and tailored handling of any platform questions or issues encountered by Subscriber's team. The Lead Engineer maintains a regular cadence with Subscriber's team to understand application goals and priorities, and to support Subscriber's success with Appian. For any high priority incidents, the Lead Engineer serves as an escalation point of contact, responsible for engaging additional resources when needed, orchestrating Appian's response, and leading incident response communications with Subscriber.

c. Appian Cloud Service Level Definitions.

i. **Additional Capacity for Non-Prod Instances** means that Appian provides a Large default instance size for non-production environments. With the Signature Success Plan, non-production environments are provisioned on a xLarge instance size.

ii. **High Availability RTO & RPO.** As a part of the High Availability Offering, Appian will provide Subscriber with a Recovery Point Objective (RPO) and Recovery Time Objective (RTO) based on Subscriber's level of Success Plan. RPO means that the Subscriber data restored to the High Availability Cloud Offering will be no older than the number of minutes set forth below prior to the event that led to the Cloud Offering no longer writing data to the High Availability database servers. RTO means that the High Availability Cloud Offering will be unavailable for no longer than the number of minutes set forth below in the event of unscheduled unavailability of the Cloud Offering for any reason within the control of Appian or Appian's service providers.

Level of Success Plan	RTO	RPO
Professional	21 Minutes	1 Minute
Signature	4 Minutes	1 Minute

Appian's exclusive obligation and Subscriber sole remedy for any failure by Appian to meet the RTO or RPO in a month will be Subscriber's right to a Service Credit against the sum of applicable license and Success Plan fees payable for that month in the percentage outlined in the table above in the section entitled "Availability and Service Credits."

d. Appian Protect Definitions.

i. **Published Security Certification Reports and Certificates** means that Subscriber will have On-Demand Access to Appian's published Security Certification Reports.

ii. **Standardized Information Gathering** means that, upon request, Appian will provide Subscriber with the Standardized Information Gathering (SIG) Questionnaire completed by Appian on an annual basis. The SIG is a comprehensive risk management tool for cybersecurity, IT, privacy, data security and business resilience in an information technology environment. The SIG collects information security information from 18 risk domains for Appian Cloud.

iii. **Third-Party Security Questionnaires** means that Subscribers have access to certain third-party security questionnaires pre-completed by Appian, subject to Subscriber's appropriate subscriptions to such third-party services.

iv. **Subscriber Security Questionnaire** means that once per year, Subscribers are entitled to Appian completing Subscriber's information security questionnaire.



PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum (“Professional Services Addendum”) is governed by and subject to the Cloud Subscription Agreement (“Agreement”) by and between Appian Software International LLC and the legal entity identified in the Agreement (“Subscriber”). All capitalized terms not defined in this Professional Services Addendum shall have the meanings ascribed to them in the Agreement. This Professional Services Addendum is effective as of the last date this Professional Services Addendum is signed in the signature block below (“Addendum Effective Date”).

1. PROFESSIONAL SERVICES

1.1 Professional Services and Statements of Work. Appian shall provide Subscriber with certain professional consulting services in connection with the Cloud Offering (the “Professional Services”) as may be mutually agreed upon in separate written statements of work (each a “SOW”). This Professional Services Addendum and all SOWs shall be considered part of the Agreement, as that term is defined in the Cloud Subscription Agreement, and the Agreement is amended accordingly.

1.2 Access and Cooperation. Subscriber shall provide access to Subscriber’s facilities, data, approvals, assistance and cooperation, all as reasonably required by Appian to perform the Professional Services.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 Subscriber’s Pre-Existing Material. Subscriber shall retain ownership (including all intellectual property rights therein) in all material provided to Appian in performing a particular SOW which is owned by Subscriber (or its licensors), including any derivative works thereof (“Subscriber Pre-existing Materials”). Subscriber grants to Appian a non-exclusive, nontransferable, paid-up license to use any Subscriber Pre-existing Materials solely as reasonably necessary for Appian to perform the Professional Services. Appian’s license to use Subscriber’s Pre-Existing Material shall automatically expire upon the earlier of Appian no longer requiring Subscriber’s Pre-Existing Material to perform the applicable SOW or upon the termination or expiration of this Professional Services Addendum.

2.2 Appian’s Pre-existing Material. Appian and its licensors shall retain ownership (including all intellectual property rights therein) of Appian’s work product provided as part of the Professional Services that is developed prior to or independently of the applicable SOW, and all derivative works thereof (“Appian Pre-existing Material”). Upon Subscriber paying all amounts due therefore, Appian shall provide Subscriber with a license to use the Appian Pre-existing Material subject to the same terms and restrictions governing Subscriber’s use of the Cloud Offering under the Agreement.

2.3 Specifically Developed Work Product. Upon payment of all amounts due therefore, Subscriber shall own Appian’s work product (including all intellectual property rights therein) which is specifically developed for Subscriber as part of the Professional Services and which is not Appian Pre-existing Material or Subscriber Pre-Existing Material (“Specifically Developed Material”). There is a finite number of ways to enhance the Cloud Offering to accommodate various processes, and Appian requires the ability to re-purpose those elements of the Specifically Developed Material that are of a general, abstract character, or which may be generically repurposed (“Generic Work Product”). Accordingly, Subscriber grants Appian a perpetual, irrevocable, nonexclusive, worldwide, royalty free, transferable license to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon, the Generic Work Product, and to authorise, or sub-license others to do any, some or all of the foregoing, all subject to Appian’s confidentiality obligations in the Agreement.

2.4 Residuals and Independent Development. Without limiting Appian's confidentiality obligations under the Agreement, Appian is permitted to use Residual Information and general knowledge, skills and experience gained in performing the Professional Services. "Residual Information" means ideas, concepts, know-how and techniques related to the Professional Services that are retained in the unaided memories of Appian's personnel.

3. LIMITED WARRANTY

Subject to the limitations set forth below, Appian warrants that it shall perform the Professional Services in a professional and workmanlike manner consistent with prevailing industry practices. In the event of a breach of this warranty, Appian's exclusive obligation and Subscriber's sole remedy is for Appian to use commercially reasonable efforts to re-perform the defective Professional Services at no additional cost. If Appian is unable to re-perform the applicable Professional Services within a commercially reasonable time after Subscriber notifies Appian of the breach, Appian shall refund to Subscriber the amount Subscriber paid for the defective Professional Services. Subscriber must notify Appian of any breach of this warranty, in writing, within five (5) business days after the defective Professional Services are provided to Subscriber.

4. TERM AND TERMINATION

4.1 Term. This Professional Services Addendum shall commence on the Addendum Effective Date and, unless terminated earlier as set forth below, shall continue for the duration of any SOW.

4.2 Termination.

a. General. This Professional Services Addendum and any SOW may be terminated for any reason the Cloud Subscription Agreement may be terminated.

b. Termination for Convenience. Upon providing Appian with at least 30 calendar days prior written notice, Subscriber may terminate a SOW for convenience, and not for cause.

c. Effect of Termination. Upon the effective date of termination, Subscriber agrees to pay for all Professional Services performed in accordance with the applicable SOW. If a SOW is terminated for convenience, as of the effective date of termination, Subscriber agrees to pay (a) for all billable time spent and reimbursable expenses incurred in performing the Professional Services on a time and materials basis through the effective date of termination, and (b) for all Professional Services completed prior to the effective date of termination in connection with fixed price engagements, to include a percentage of the fees for deliverables not accepted as the effective date of termination, based upon the percentage of the deliverables completed as of the effective date of termination.

5. MUTUAL INDEMNIFICATION

5.1 Appian Pre-existing Material and Specifically Developed Material. Appian Pre-existing Material and Specifically Developed Material are considered an "Offering" as that term is defined and used in the indemnification provisions of the Agreement, and the Agreement is amended accordingly. Consequently, Appian agrees to indemnify Subscriber from claims resulting from Subscriber's use of the Appian Pre-existing Material and Specifically Developed Material, subject to the indemnification provisions of the Agreement.

5.2 Subscriber Pre-Existing Material. Subject to the limitations and contingencies set forth in the indemnification provision of the Agreement, mutatis mutandis, Subscriber shall at its expense defend any claim brought against Appian, its agents, officers or employees by a third party alleging that the Subscriber Pre-Existing Material infringes the rights of any third party.

5.3 Personal Injury/Property Damage. Subject to the limitations and contingencies set forth in the indemnification provision of the Agreement, each Party shall at its expense defend any third party claim brought against the other Party for bodily injury, death or damage to real or tangible personal property, to the extent caused by the negligence or willful misconduct of the indemnifying Party while engaged in the provision or receipt of Professional Services; provided, however, that if there also is fault on the part of indemnified Party, the foregoing indemnification shall be on a comparative fault basis. As part of the indemnifying party's defense obligations, the indemnifying Party 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, in writing, by an authorised representative of the indemnifying Party.

THE PARTIES EVIDENCE THEIR AGREEMENT WITH THE ABOVE TERMS AND CONDITIONS BY SIGNING BELOW.

SUBSCRIBER

APPIAN SOFTWARE INTERNATIONAL LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

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MASTER ON PREMISES LICENSE AGREEMENT

This Master On Premises License Agreement (“Master Agreement”) is by and between Appian Software International LLC, a company incorporated in Switzerland with company number CHE-219.834.592 with its principal offices at Baarerstrasse 21, 6300 Zug, Switzerland (“Appian”) and the Customer identified on the applicable Order Form. This Master Agreement is entered into as of the last date this Master Agreement is signed in the signature block below (“Effective Date”). Appian and Customer may be referred to individually as a “Party” or jointly as the “Parties.”

1. DEFINITIONS—The terms in this Section 1 and any other capitalised terms defined in the other sections of this Master Agreement have the meanings stated.

1.1 “**Agreement**” means this Master Agreement and includes any Schedule, Appendix, or Order Form executed hereunder.

1.2 “**Appian Software**” means an object code version of Appian’s baseline business process management software, the Documentation and all updates, new versions, enhancements and corrections to Appian’s software received by Customer through Maintenance Services under this Agreement.

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

1.4 “**Documentation**” means the contents provided under the documentation section of the Appian Community website, docs.appian.com or other URL as notified to Customer in writing from time to time.

1.5 “**User**” means an employee, subcontractor or consultant of Customer who has an active user account in the Appian Software allowing him/her to authenticate into the Appian Software.

1.6 “**Order Form**” means one or more Order Forms signed by the for the purchase of Appian Software or support.

2. SOFTWARE LICENSE GRANT

2.1 General. Appian grants Customer a non-transferable, non-exclusive license, without right of sublicense, to allow certain access and use of the Appian Software, as more particularly described below and in the applicable Order Form. Customer agrees to use the Appian Software solely in connection with the specific purposes described in the applicable Order Form (the “Authorised Business Purpose”). If the applicable Order Form does not restrict the purposes for which Customer can use the Appian Software, Customer is authorised to use the Appian Software for its general business purposes, subject to this Agreement. Customer may only install the Appian Software on servers owned (or leased by Customer) or the servers of Customer’s third party infrastructure as a service providers (collectively referred to as “Authorised Servers”).

2.2 Copies of the Appian Software. Customer may make a reasonable number of copies of the Appian Software as necessary for Customer to use the licenses purchased under this Agreement. All proprietary and restricted rights notices shall be reproduced on such copies, and all copies are subject to this Agreement.

2.3 License Keys. Customer must provide Appian with the following information for every Authorised Server using the Appian Software: (a) a fully qualified domain name (FQDN) owned by Customer, (b) operating system, and (c) number of CPUs. A CPU is a single central processing unit, and each core of a multi-core processing unit shall equal one CPU. Appian will use this information to develop a license key and/or enabling code (“License Key”) that allows the Appian Software to operate on computers matching the information supplied by Customer. For the avoidance of doubt, License Keys are not required for the devices on to which the Appian Software is not installed and which Users use to access the Appian Software.

2.4 Restrictions. Customer may not reverse engineer or decompile the Appian Software, or any part thereof, nor allow, permit or assist any third party to do any of the foregoing. Except as expressly authorised in this Agreement, Customer may not modify, adapt or prepare any derivative works from the Appian Software, or any part thereof, nor allow, permit or assist any third party to do any of the foregoing. Customer agrees not to modify or tamper with the License Key or attempt to manipulate the number of licenses counted by the License Key. In using the Appian Software, Customer agrees to comply with all applicable laws and regulations. Customer acknowledges that the Appian 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 Appian Software or the failure of the Appian Software, could lead to death, personal injury, or severe physical or environmental damage. Unless expressly authorised by Appian in the applicable Order Form, Customer agrees not to use the Appian Software for any such purpose.

2.5 User Accounts. Only the identified individual associated with a particular User account can access the Appian Software, or the data therein, using that account. User accounts may not be shared among individuals, or used to provide access to the Appian Software to individuals who are not associated with a User account. Customer may not activate and deactivate User accounts on a daily or other regular basis in order to circumvent license restrictions. Customer is responsible for ensuring that any User complies with this Agreement and for any violations of this Agreement by its Users. To the extent that Customer configures the Appian Software to be accessed or used through a separate system or interface (e.g. “headless”), users of the Appian Software through such separate system or interface must be licensed under this Agreement, regardless of whether such person has a User account or authenticates into the Appian Software. If Customer exceeds the number of licensed Users set forth in the effective Order Form(s), Customer shall purchase such additional User licenses necessary to bring Customer into compliance, with the date of such purchase retroactive to most recent Order Form between the Parties and for a term equal to the longer of the remainder of the term of Customer’s current license or one year. Such additional User licenses shall be at Appian’s current list fees irrespective of any discounts offered to Customer in any Order Form.

2.6 Usage Audit. If Appian has evidence to suggest that Customer is using the Appian Software in violation of this Agreement, Appian may, upon reasonable notice and during regular business hours, inspect the computers and records of Customer that are relevant to the particular concern that Appian has and which are reasonably necessary to verify Customer's compliance with this Agreement ("Usage Audit"). To the extent reasonably practicable, Appian will first attempt to verify Customer's compliance remotely through the inspection of log files or access to other files, documents, or data, prior to conducting a Usage Audit by visiting Customer's facilities. Customer shall comply with all reasonable requests made during a Usage Audit, including by making its personnel available to answer questions and providing copies of the relevant records, provided that Appian shall use commercially reasonable efforts not to interrupt Customer's authorized use of the Appian Software or Customer's normal business operations. Appian agrees to comply with any generally applicable regulations and procedures governing access to Customer's facility where the information Appian seeks in connection with a Usage Audit is kept, subject to Customer providing Appian advance written notice of the same and provided that any conflict between such regulations and procedures and the terms of this Agreement shall be settled in favour of this Agreement. If a Usage Audit results in a finding that Customer has breached this Agreement or that Customer's use of the Appian Software exceeds the permitted use by more than 5%, Customer shall pay Appian's costs to perform the Usage Audit.

2.7 Intellectual Property Rights. The Appian Software and all intellectual property rights therein are licensed to Customer, not sold. All rights in the Appian Software not provided under this Agreement are expressly retained by Appian and its licensors.

3. MAINTENANCE AND SUPPORT. Subject to the terms and conditions of this Agreement, Appian shall provide Customer with the Maintenance Services described at <https://appian.com/legal/maintenance-services> according to the Success Plan selected by Customer in the applicable Order Form..

4. CONFIDENTIAL INFORMATION

4.1 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, and summarised in writing by the Discloser to the Recipient within thirty (30) calendar days of such oral disclosure, (c) the Appian Software and the contents of the Appian Community Website, (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.

4.2 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. The Recipient may only disclose the Confidential Information to its employees, subcontractors and consultants (a) who have a need to know in order for the Recipient to perform its obligations under this Agreement or to use the rights received under this Agreement, as applicable, and (b) who are subject to binding confidentiality obligations with the Recipient that are at least as restrictive regarding limitations on use and disclosure as those in this Section 4. The Recipient will immediately 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.

4.3 Exceptions. The foregoing restrictions will not apply to information that (a) is properly known by the Recipient without restriction at the time of disclosure by the Discloser, (b) has become publicly known through no wrongful act of the Recipient, (c) has been rightfully received by the Recipient from a third party authorized to make such communication without restriction, (d) has been independently developed by the Recipient without reliance upon the Confidential Information, (e) has been approved for release by written authorization by the Discloser, or (f) is required by law to be disclosed; provided that if the Recipient is required to disclose the Discloser's Confidential Information pursuant to an order under law, the Recipient must, if lawful, promptly notify the Discloser and cooperate in all reasonable respects with the Discloser's requests in connection with obtaining a protective order.

5. TERM AND TERMINATION

5.1 Term. This Master Agreement shall continue for the duration of Customer's license to use the Appian Software.

5.2 Termination for Cause. Either Party may terminate this Agreement, or any part thereof, 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, non-breaching Party.

5.3 Rights and Obligations Upon Termination. Upon the termination of Customer's license, Customer will cease using the Appian Software and the Appian Community (community.appian.com). Within five (5) business days after such termination, Customer will return to Appian all originals and all copies of the Appian Software in Customer's care, custody or control. Customer will certify to Appian that it has complied with the foregoing requirements. The foregoing obligations apply to copies of the Appian 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. In addition, within thirty (30) calendar days after the effective date of termination of this Agreement or any part thereof, Customer shall compensate Appian for all fees which became payable prior to the effective date of termination.

6. LIMITATION OF LIABILITY

6.1 Subject to Sections 6.2 and 6.3 below, in no event shall either party be liable to the other under any cause or action (including contract, negligence, tort or strict liability) arising from or out of this agreement for (a) any consequential, special, indirect, incidental, punitive or exemplary damages of any kind; (b). loss of profits, goodwill, contracts, anticipated savings or opportunity of any kind; or (c). aggregate liability of greater than the fees actually paid or payable by Customer under the Agreement in the twelve (12) month period immediately preceding the event giving rise to the liability.

6.2 Obligations under Section 7 of this Agreement, Customer's obligation to make payments as due and damages associated with (i) either party violating the intellectual property rights of the other party, (ii) death or personal injury caused by negligence or (iii) fraud or fraudulent misrepresentation, shall not be subject to the limitations set forth in 6.1 above.

6.3 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.

7. INDEMNIFICATION

7.1 **Indemnity.** Appian shall at its expense indemnify and defend Customer, its agents, officers or employees against any claim brought by a third party alleging that the Appian Software infringes any United States patent, copyright, or trademark rights of any third party ("Claim"). Customer must provide Appian prompt notice and sole control of the defense against any Claim for which it seeks indemnification, provided that Appian may not enter into a settlement requiring Customer to make payment, take an action, or refrain from acting without Customer's consent. If Customer is prohibited by lawful order from continued use of the Appian Software, 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: (a) procure for Customer the right to continue using the Appian Software, (b) replace or modify the Appian Software so that it is no longer infringing, as long as it provides equivalent functionality, (c) if options (a) and (b) are not commercially viable, terminate Customer's license to use the infringing Appian Software and refund to Customer the amount of the then current term license fee that was prepaid and unearned as of the date of termination.

7.2 **Limitation.** Notwithstanding the provisions of Section 7.1, Appian assumes no liability for (a) infringement arising from combinations of the Appian Software with non-Appian software or hardware, including any of Customer's software or code, (b) modifications to the Appian Software made by any party other than Appian, or (c) 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, or (iv) trademark infringements involving any marking or branding not applied by Appian or involving any marking or branding applied at Customer's request.

7.3 **Entire Liability.** THIS SECTION 7 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF APPIAN AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIMED INFRINGEMENT OF THIRD PARTY PATENTS, COPYRIGHTS, OR TRADEMARKS BY CUSTOMER BASED ON USE OF APPIAN SOFTWARE.

8. LIMITED WARRANTY AND DISCLAIMER

8.1 **Software Warranty.** Subject to the limitations set forth below, for a period of forty-five (45) calendar days following the Effective Date (the "Warranty Period"), Appian warrants that the Appian Software will operate in material conformance with its then current Documentation. If Customer notifies Appian of a breach of this warranty during the Warranty Period, Appian will attempt to recreate the reported issue based upon information provided by the Customer. If Appian is able to recreate the issue, Appian will use commercially reasonable efforts to provide Customer with a Correction at no additional cost. If Appian is unable to provide a Correction within a commercially reasonable time after Appian reproduces the warranty issue, Appian shall refund to Customer the amounts Customer paid for the non-conforming Appian Software, including any prepaid and unearned Maintenance Services fees as Customer's sole and exclusive remedy for such breach of warranty. Notwithstanding the foregoing, Appian is not liable for any alleged breach of this warranty caused by (a) failures due to Customer supplied computers or the operating environment on which the Appian Software resides, (b) problems due to Customer's failure to implement currently available updates or upgrades, (c) failures due to modifications or alterations of the Appian Software, (d) Customer using the Appian Software contrary to the then current Documentation, or (e) Customer combining the Appian Software with materials, hardware or data not contemplated by the Parties or approved by Appian, in writing.

8.2 **Maintenance Services.** Subject to the limitations set forth below, Appian warrants that it shall perform the Maintenance Services in a professional and workmanlike manner consistent with prevailing industry practices. In the event of a breach of this warranty, Appian will use reasonable efforts to re-perform the defective Maintenance Services at no additional cost. If Appian is unable to re-perform the applicable Maintenance Services within a commercially reasonable time after Customer notifies Appian of the corresponding warranty breach, Appian shall refund to Customer the amount customer paid for the defective Maintenance Services as Customer's sole and exclusive remedy for such breach of warranty. Customer must notify Appian of any breach of this warranty, in writing, within five (5) business days after the defective Maintenance Services are provided to Customer.

8.3 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES PROVIDED IN CONNECTION WITH THE APPIAN SOFTWARE AND MAINTENANCE SERVICES. TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. GENERAL PAYMENT TERMS. 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"). Customer 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 Customer is required to withhold, Customer 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, Customer 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. NOTICE. Any formal legal notices required or permitted to be given under this Agreement shall be in writing and shall be sufficiently given if sent by first class certified mail, or overnight delivery service using a reputable courier service, postage prepaid to Appian at 7950 Jones Branch Drive, McLean, VA 22102, USA, attention: General Counsel or to Customer at the address indicated on the applicable Order Form. Each Party will inform the other in writing of any change in the address to which notices should be sent.

11. GENERAL

11.1 Governing Law and Arbitration. The validity, construction, and interpretation of this Agreement shall be governed by the law of England and Wales without regard to the choice or conflicts of law provisions of any jurisdiction. 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 from or out of this Agreement or the breach or interpretation thereof, shall be determined by arbitration in 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.

11.2 Relationship. This Agreement does not create a joint venture, partnership, employment, or agency relationship.

11.3 Waiver and Severability. 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. 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.

11.4 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 without the express prior written consent of the other, non-assigning Party, except in the event of a corporate reorganization, merger, acquisition, or sale of all or substantially all of such Party's assets. Appian may use subcontractors to assist in performing this Agreement, provided Appian remains responsible for any subcontractor's compliance with the applicable terms of this Agreement.

11.5 Marketing. (a) Appian may publicly identify Customer as an Appian customer and uses its logo on Appian's website and in presentations to current or prospective customers or investors; (b) Appian may issue a mutually agreed upon press release announcing Customer's status as an Appian customer; (c) subject to Customer's consent, Customer agrees to serve as a reference to prospective non-competitive Appian customers; and (d) upon successful launch of an application on the Appian Software platform, Appian may record a video concerning Customer's use of Appian for such application, which may be distributed via Appian's Web site.

11.6 Entire Agreement. This Agreement is the complete and exclusive agreement between the Parties relating to the subject matter hereof, and supersedes any previous communications, representations or agreements between the Parties, whether oral or written. This Agreement may be amended only through a written agreement signed by duly authorised representatives of the Parties. If an Order Form conflicts with this Master Agreement, this Master Agreement shall take precedence unless the Order Form expressly identifies select provisions of this Master Agreement to be superseded. The terms of any purchase order supplied to Appian will be null and void.

11.7 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.

11.8 Signature/Counterparts. Electronic signature shall be valid signatures for all purposes hereunder and shall bind the Parties. This Agreement and any documents related hereto may be executed in counterparts.

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

CUSTOMER

APIAN SOFTWARE INTERNATIONAL LLC

By: _____
(Authorised Signature)

Name: _____

Title: _____

Date: _____

By: _____
(Authorised Signature)

Name: _____

Title: _____

Date: _____



Appian Self-Managed Maintenance Services

1. SERVICE OBLIGATIONS - Appian's service obligations depend on the type of Success Plan for Maintenance Services purchased by Customer in the corresponding Order Form, as shown in this chart:

	Community	Foundation	Professional	Signature
Expert Guidance				
Appian Community	✓	✓	✓	✓
Onboarding Session	✓	✓	✓	✓
Customer Success Manager		✓	✓	✓
On Demand Advisory Services		✓	✓	✓
Insights		✓	✓	✓
Innovation Briefing				✓
Technical Support Availability				
Priority 1 & 2	Business Hours	24x5	24x7x365	24x7x365
Priority 3 & 4	Business Hours	Business Hours	Business Hours	24x5
Initial Response Times				
Priority 1	<2 Business Hours	< 1 Business Hour	< 15 minutes	< 15 minutes
Priority 2	<4 Business Hours	< 2 Business Hours	< 1 hour	< 1 hour
Priority 3	<16 Business Hours	< 8 Business Hours	< 4 Business Hours	< 4 hours
Priority 4	< 24 Business Hours	< 12 Business Hours	< 8 Business Hours	< 8 hours
Technical Support				
Maintenance Services Contacts	2	4	12	30
Case Management	Web	Web & Phone	Web & Phone	Web & Phone
Lead Engineer				✓
Appian Protect				
Published Certification Reports and Certificates	✓	✓	✓	✓
Third-Party Security Questionnaires	✓	✓	✓	✓
Customer Security Questionnaire			✓	✓
Customer Audit				✓

a. Technical Support. Appian shall provide Technical Support to allow Customer's Maintenance Services contacts to report problems and to seek assistance regarding the Customer's use of the Appian Software. Customer shall designate Customer employees to coordinate Customer's requests for Maintenance Services ("Maintenance Services Contacts"). Customer shall email support@appian.com with Customer's Maintenance Services Contacts promptly upon being provisioned with the Appian Software. Customer may change its Maintenance Services contacts using Appian's case management system. Customer'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 Customer in writing from time to time), by telephone using Appian's authorized technical support phone line for Customer's region, set out in the table below, or using any other means that Appian may authorize from time-to-time.

Region	Telephone Number
United States, Canada & Latin America	+1 703 442 1066
UK	020 3695 0246
Italy	+39 02 30451913
Spain	+34 910 762 836
France	+33 1 84 88 66 50
All other Europe, Middle East & Africa	+44 20 3695 0246
Australia, New Zealand, & Asia	+61 285 203 042
Singapore	+65 3158 1663

Business Hours. Business Hours are as follows:

Location of Customer's Primary Office	Business Hours
United States, Canada & Latin America	8:00 a.m. to 8:00 p.m. (US ET) Monday-Friday (excluding Appian US holidays)
UK, Europe, Middle East & Africa	8:00 a.m. to 8:00 p.m. (GMT) Monday-Friday (excluding UK holidays)
Australia, New Zealand and East and Southeast Asia	8:00 a.m. to 8:00 p.m. (Australian ET) Monday- Friday (excluding New South Wales holidays)

Appian shall return support requests within a commercially reasonable time after receipt. A Priority 1 or 2 Issue shall be deemed reported, and Appian's response time shall commence, once Customer reports the issue as a Priority 1 or 2 issue using Appian's authorized telephone support number (for Foundation, Professional, and Signature customers) or its electronic case management system (Community customers). A Priority 3 Issue or Priority 4 Issue shall be deemed reported, and Appian's response period shall commence, once Customer reports the Priority 3 Issue or Priority 4 Issue using any authorized methods for requesting Technical Support, noted in subpart (a) above. Appian will be deemed to have responded to an Issue once it responds that it has

received the Issue (an automated email response shall not count as a response). Customer's Maintenance Services contacts may track Technical Support requests using Appian's case management system. Customer's Maintenance Services Contacts must be reasonably familiar with the Appian Software to facilitate discussions with Appian's Maintenance Services staff. Technical Support is provided on the two (2) most recent Releases.

b. Case Priority Definitions.

- i. A Priority 1 Issue occurs when the Appian Software is down in a production setting and no workaround exists, or the workaround is not feasible to implement due to the impact on Customer's business.
- ii. A Priority 2 Issue occurs when Users are unable to operate the Core Functionality on a production instance of the Appian Software using the User's then current username and password. Core Functionality means the ability using the Appian Software to: (i) load a designer interface; (ii) publish a generic process; (iii) launch a generic process (including accepting a generic task and entering a generic form); (iv) access a generic dashboard; or (v) run a generic report.
- iii. A Priority 3 Issue occurs when a production instance is negatively affected, but it is not a Priority 1 or 2 Issue.
- iv. All other issues are priority 4.

c. Defect Correction. When Customer reports a suspected Defect in the Appian Software to Appian, Appian shall attempt to recreate the suspected Defect based upon information provided by Customer. If the Defect is confirmed, Appian shall use commercially reasonable efforts to provide Customer with a Correction. For the purpose herein, a "Defect" is a failure of the Appian Software used by Customer to operate substantially in accordance with the then current Documentation. Appian is responsible for correcting Defects in only the most recent Release of the Appian Software; provided however, that Appian shall continue supporting the immediately preceding Release for a reasonable period sufficient to allow Customer to implement the newest Release. Customer must implement all Corrections within a reasonable time of receipt.

d. Updates. Appian will promptly make available to Customer all updates, enhancements and corrections to the Appian Software generally released by Appian to its other self-managed licensees who have purchased maintenance services for the Appian Software, including all relevant documentation ("Maintenance Releases"). Appian is not obligated to provide installation, implementation or testing services in connection with the Maintenance Releases. Maintenance Releases are part of the Appian Software and subject to this Agreement.

e. Customer Obligations. Customer 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 Customer. Customer is responsible for the accuracy and completeness of all data and information provided to Appian in connection with the Maintenance Services.

f. Excluded Items. Maintenance Services do not include on-site or in-person assistance or consultation, or extensive training that would normally be provided in formal training classes. In addition, Maintenance Services shall not include Technical Support (beyond an initial response) or Defect Correction to the extent required as a result of the following:

- i. Malfunction of the computer system and communications network on which Customer has installed and is using the Appian Software;
- ii. Use of the Appian Software contrary to the terms of the then current Documentation;
- iii. Modifications, enhancements or customizations of the Appian Software; or

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

g. Expert Guidance Definitions

i. **Onboarding Session** means that Appian will walk Customer through a number of items designed to accelerate Customer's use of the Appian Software. This includes a review of available online resources, Technical Support services, and best practices for working with Appian Technical Support.

ii. **Customer Success Manager** means that an Appian customer success manager (CSM) is designated to assist Customer in their use of the Appian platform. Customer will provide a single platform owner to serve as the point of contact (POC) to coordinate with the CSM on mutually agreed activities, which may include:

- A. Establishing a mutually agreed success plan to assist Customer in effectively adopting the Appian platform, including a communication plan between the parties
- B. Conducting regular meetings with Customer's POC to discuss mutually agreed topics. These topics may include recommendations on how Customer may improve the effective adoption of the Appian platform, improve the technical health of their instance(s) using [Appian Health Check](#), or increase the maturity of their Appian program.
- C. Recommending On Demand Advisory services based on the established success plan

iii. **On Demand Advisory Services** means that Customer can request a remote interactive session with an Appian expert, who will provide recommendations and best practices on a specific Appian-related topic. The available topics for these sessions can be found in the online On Demand Catalog. Customer's POC may request On Demand Advisory Services via Appian's Online Case Management system. The sessions are available in multiple formats including shared settings and 1:1 sessions between Customer and Appian. Appian and Customer will mutually agree on a time to conduct the session based on their availability. Customer may request one session at a time. Appian may add to or otherwise modify the online On Demand Catalog at its sole discretion.

iv. **Insights** means Customer will have access to Appian Insights, a series of best practice sessions hosted by Appian experts, to answer questions from the Appian community in a shared setting. Experts from Appian will host each session focused on a specific best practice. The session can be accessed via on-demand videos or via live sessions scheduled from time to time by Appian. The live sessions will allow for Q&A by participants.

v. **Innovation Briefing** means Appian will coordinate a tailored presentation covering how the Subscriber can take advantage of Appian's latest feature advancements.

Unless otherwise agreed to by both parties, Expert Guidance shall be performed remotely in English between 9:00am and 5:00pm local standard time of the corresponding Appian office.

h. Technical Support Definitions

i. **Case Management** means that Customer's Designated Support Contacts may receive Technical Support assistance via the following methods:

- A. Web means access to Appian's Online Case Management system for reviewing, creating & updating support cases, managing support contact designations and maintenance notifications.
- B. Phone means access to meet with an Appian Technical Support engineer to discuss support cases over the phone or through a virtual meeting (includes screen-sharing).

ii. **Lead Engineer** means that an Appian Support Lead Engineer is assigned to work with Customer's team to ensure proactive planning, optimal platform utilization, and tailored handling of any platform questions or issues encountered by Customer's team. The Lead Engineer maintains a regular cadence with Customer's team to understand application goals and priorities, and to support Customer's success with Appian. For any high priority incidents, the Lead Engineer serves as an escalation point of contact, responsible for engaging additional resources when needed, orchestrating Appian's response, and leading incident response communications with Customer.

j. Appian Protect Definitions

i. **Published Security Certification Reports and Certificates** means that Customer will have On-Demand Access to Appian's published Security Certification Reports.

ii. **Third-Party Security Questionnaires** means that Customers have access to certain third-party security questionnaires pre-completed by Appian, subject to Customers' appropriate subscriptions to such third-party services.

iii. **Customer Security Questionnaire** means that once per year, Customers are entitled to Appian completing Customer's custom information security questionnaire.

iv. **Customer Audit** means that, on an annual basis, Customers may have their representatives may visit Appian HQ once at a mutually agreed upon time to perform a security audit on-site or an equivalent virtual option.

PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum (“Addendum”) is governed by and subject to the Master On Premises License Agreement (“Agreement”) by and between Appian Software International LLC and the legal entity identified in the Agreement (“Customer”). All capitalised terms not defined in this Addendum shall have the meanings ascribed to them in the Agreement. This Addendum is effective as of the last date this Addendum is signed in the signature block below (“Addendum Effective Date”).

1. PROFESSIONAL SERVICES

1.1 Professional Services and Statements of Work. Appian shall provide Customer with certain professional consulting services in connection with the Appian Software (the “Professional Services”) as may be mutually agreed upon in separate written statements of work (each a “SOW”). This Addendum and all SOWs shall be considered part of the Agreement, as that term is defined in the Agreement, and the Agreement is amended accordingly.

1.2 Access and Cooperation. Customer shall provide Appian access to Customer’s facilities, data, approvals, assistance and cooperation, all as reasonably required by Appian to perform the Professional Services.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 Customer’s Pre-Existing Material. Customer shall retain ownership (including all intellectual property rights therein) in all material provided to Appian in performing a particular SOW which is owned by Customer (or its licensors), including any derivative works thereof (“Customer Pre-existing Materials”). Customer grants to Appian a non-exclusive, nontransferable, paid-up license to use any Customer Pre-existing Materials solely as reasonably necessary for Appian to perform the Professional Services. Appian’s license to use Customer’s Pre-Existing Material shall automatically expire upon the earlier of Appian no longer requiring Customer’s Pre-Existing Material to perform the applicable SOW or upon the termination or expiration of this Addendum.

2.2 Appian’s Pre-existing Material. Appian and its licensors shall retain ownership (including all intellectual property rights therein) of Appian’s work product provided as part of the Professional Services that is developed prior to or independently of the applicable SOW, and all derivative works thereof (“Appian Pre-existing Material”). Upon Customer paying all amounts due therefore, Appian shall provide Customer with a license to use the Appian Pre-existing Material subject to the same terms and restrictions governing Customer’s use of the Appian Software under the Agreement.

2.3 Specifically Developed Work Product. Upon payment of all amounts due therefore, Customer shall own Appian’s work product (including all intellectual property rights therein) which is specifically developed for Customer as part of the Professional Services and which is not Appian Pre-existing Material (“Specifically Developed Material”). There is a finite number of ways to enhance the Appian Software to accommodate various processes, and Appian requires the ability to re-purpose those elements of the Specifically Developed Material that are of a general, abstract character, or which may be generically repurposed (“Generic Work Product”). Accordingly, Customer grants Appian a perpetual, irrevocable, nonexclusive, worldwide, royalty free, transferable license to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon, the Generic Work Product, and to authorise, or sub-license others to do any, some or all of the foregoing, all subject to Appian’s confidentiality obligations in the Agreement.

2.4 Residuals and Independent Development. Without limiting Appian’s confidentiality obligations

under the Agreement, Appian is permitted to use Residual Information and general knowledge, skills and experience gained in performing the Professional Services. “Residual Information” means ideas, concepts, know-how and techniques related to the Professional Services that are retained in the unaided memories of Appian’s personnel.

3. LIMITED WARRANTY

Subject to the limitations set forth below, Appian warrants that it shall perform the Professional Services in a professional and workmanlike manner consistent with prevailing industry practices. Customer must notify Appian of any breach of this warranty, in writing, within five (5) business days after the defective Professional Services are provided to Customer.

4. TERM AND TERMINATION

4.1 **Term.** This Addendum shall commence on the Addendum Effective Date and, unless terminated earlier as set forth below, shall continue for the duration of any SOW.

4.2 **Termination.**

a. General. This Addendum and any SOW may be terminated for any reason the Agreement may be terminated.

b. Termination for Convenience. Upon providing Appian with at least 30 calendar days prior written notice, Customer may terminate a SOW for convenience, and not for cause.

c. Effect of Termination. Upon the effective date of termination, Customer agrees to pay for all Professional Services performed in accordance with the applicable SOW. If a SOW is terminated for convenience, as of the effective date of termination, Customer agrees to pay (a) for all billable time spent and reimbursable expenses incurred in performing the Professional Services on a time and materials basis through the effective date of termination, and (b) for all Professional Services completed prior to the effective date of termination in connection with fixed price engagements, to include a percentage of the fees for deliverables not accepted as the effective date of termination, based upon the percentage of the deliverables completed as of the effective date of termination.

5. MUTUAL INDEMNIFICATION

5.1 **Appian Pre-existing Material and Specifically Developed Material.** Appian Pre-existing Material and Specifically Developed Material are considered as a part of the Appian Software solely for the purposes of the indemnification provisions of the Agreement, and the Agreement is amended accordingly. Consequently, Appian agrees to indemnify Customer from claims resulting from Customer’s use of the Appian Pre-existing Material and Specifically Developed Material, subject to the indemnification provisions of the Agreement.

5.2 **Customer Pre-Existing Material.** Subject to the limitations and contingencies set forth in the indemnification provision of the Agreement, mutatis mutandis, Customer shall at its expense defend any claim brought against Appian, its agents, officers or employees by a third party alleging that the Customer Pre-Existing Material infringes the rights of any third party.

5.3 **Personal Injury/Property Damage.** Subject to the limitations and contingencies set forth in the indemnification provision of the Agreement, each Party shall at its expense defend any third party claim brought against the other Party for bodily injury, death or damage to real or tangible personal property, to the

extent caused by the negligence or willful misconduct of the indemnifying Party while engaged in the provision or receipt of Professional Services; provided, however, that if there also is fault on the part of indemnified Party, the foregoing indemnification shall be on a comparative fault basis. As part of the indemnifying party's defense obligations, the indemnifying Party 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, in writing, by an authorised representative of the indemnifying Party.

THE PARTIES EVIDENCE THEIR AGREEMENT WITH THE ABOVE TERMS AND CONDITIONS BY SIGNING BELOW.

CUSTOMER

APPIAN SOFTWARE INTERNATIONAL LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____