Arch Platform Customer Agreement

This Platform Agreement (including any schedules or exhibits attached hereto, the "**Agreement**") is entered into as of the Effective Date identified below by and between Arch Platform Technologies, Inc. ("**Arch**") and the client identified below ("**Customer**") (each, a "**Party**" and collectively, the "**Parties**") with respect to the use of the platform and related services provided by Arch as described herein.

Customer entity name ("**Customer**"):	
Effective date of agreement ("**Effective Date**"):	
Customer Address:	
Primary customer contact name:	
Email for primary customer contact:	
Invoices to be sent to:	
Customer IT Administrator name(s):	
Customer type of entity/jurisdiction (e.g., Delaware corp., California LLC):	
Notices to Arch to be sent attention to:	Guy Botham, CEO guy@archpt.io 5751 Valley Oak Drive Hollywood, CA 90068

The following documents are incorporated into and made part of this Agreement:

Exhibit A – Customer Subscription Terms
Exhibit B – General Terms and Conditions (the "**General Terms**")
Exhibit C – Service Level Agreement
Exhibit D – Third Party Services
Exhibit E – Customer Personal Information

Both Parties agree to all of the terms and conditions of this Agreement, including all exhibits, schedules, or addenda attached hereto, subject to any changes thereto which may be permitted as set forth in this Agreement and as mutually agreed upon by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed as of the Effective Date by their duly authorized representatives.

Customer Entity ("**Customer**")	**Arch Platform Technologies, Inc. ("Arch")**
By:	By:
Name:	Name: Guy Botham
Title:	Title: CEO

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EXHIBIT A
CUSTOMER SUBSCRIPTION TERMS

This Exhibit A, together with the Customer Price per attached Quote as Schedule 1 hereto (the "**Customer Price Schedule**"), is attached to and made part of the Platform Agreement between Arch and the Customer identified below, and is subject to all of the terms and conditions of said Agreement as set forth in the General Terms attached as Schedule B (including, but not limited to, terms respecting updates and replacement of Schedule 1). In the event of a conflict between any such replacement Schedule and the General Terms or any other component of this Agreement, this Agreement will prevail.

Customer: Halon Entertainment

Commencement Date: <mark>Date</mark>

Initial Term: 1 year

Renewal Terms: Automatic renewal until or unless formally canceled 30 days in advance of end-of-term, in writing.

Subscription Fee: Calculated based on service plans and features/services selected with reference to the attached Customer Price Schedule and Quote, together with third-party fees billed as Add-Ons per Schedule 1. The initial total Subscription Fee shall be as set forth in the Initial Customer Order attached hereto.

Subscription Fee Payment Terms:
- Installation Services Fee, together with any AWS Advance set forth on the Customer Price Schedule (if applicable), due promptly upon execution of this Agreement and prior to initial installation, together with first month's monthly license fees and any up-front fees due for applicable additional features and Add-Ons (collectively, the "**Initial Payment**").
- Monthly subscription fees payable at the start of each month in the manner indicated in Arch invoice an overview of which is attached hereto as Exhibit A__.
- Any Add-On fees payable in arrears (e.g., AWS cloud resources) from the preceding month are payable at the start of each new month as invoiced based on actual usage from the preceding month (if Customer AWS resources located within Arch AWS sub-account)**.**
- After the Initial Payment (which is due upon receipt prior to installation), **all amounts due must be paid in full within 30 days of receiving a valid invoice.**

Initial number of workstations: <mark>X</mark>

<mark>YES</mark> **Co-Marketing Activities** *(early access)*:   In return for early access to new platform functionality and joint promotion benefits, Customer will participate in the following co-marketing activities: Testimonial statement with Customer senior manager or executive attribution (web site, sales materials, joint PR); one page use-case (Arch to write and authorize in advance with Customer); customer name and logo in sales materials; joint press release. To clarify, Arch may not use Customer's name, trademark, symbol or logo without the express prior written approval of Customer.

Features/Services: See Schedule 1 for Arch services and costs and for feature details and limits per plan and for summary breakdown of general setup/maintenance responsibilities between the Parties. Acquisition and renewal of licenses and support for Third Party Services who are contractors of Customer are the sole responsibility of Customer and the Third Party Provider. Acquisition and renewal of licenses and support for Third Party Services who are contractors of Arch are the sole responsibility of Arch and the Third Party Provider.

Brief Summary of Respective Responsibilities		
	Arch	*Customer*
Facility Creation	X	
Initial Image Pipeline Configuration	X	
Initial Workstation Template Configuration	X	
Installation of Third-Party Software Licenses on License Server	X	
Acquisition of Third-Party Software Licenses		X
Acquisition of VDI Licenses on Customer's behalf		X
Training of Customer IT / Tech team	MS	
Additional Software Installer Scripts	MS	
Ongoing Workstation Template Configurations	MS	
Image Pipeline Updates	MS	
Support of workstations & connectivity	MS	
Support of third-party software		X
Adding Users and Managing Access via Dashboard		X

Managed Service = only for periods where a Managed Service package is elected – otherwise Customer responsibility.

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SCHEDULE 1 TO EXHIBIT A

CUSTOMER PRICE SCHEDULE[1]

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[1] Any discounts are provided on a non-precedential/no-quote basis.

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EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1.   Definitions

Terms not defined under this Section 1 shall have the meanings provided elsewhere in this Agreement:

"Add-On" is defined under *"Third Party Services"* below.

"*Administrator*" means the individual(s) designated by Customer (in this Agreement or through subsequent written notice or other authorized procedures within the Arch Platform) as the client administrator(s) of Customer's activities under this Agreement and as having authority respecting Users, the resources of the facility, and/or other management duties.

"Applicable Law" means any applicable law, rule, statute, ordinance, or regulation (whether federal, state, local, or otherwise, and of any applicable jurisdiction).

"*Arch Account*" means an electronic account permitting a User to access and use the Arch Platform.

"*Arch Marks*" means any trademarks, service marks, service or trade names, logos, and other designations of Arch and its affiliates.

"*Arch Parties*" means Arch and its parent, subsidiaries, and affiliates, and its and their respective officers, employees, agents, successors, assigns, independent contractors, service providers, members, and directors.

"*Arch Platform*" means Arch's orchestration service and SaaS dashboard which facilitates the creation of cloud based infrastructure for content creation and may include, without limitation, licensing server, connection manager, virtual workstations, storage offerings, management and other tools, and optional workflow pipeline and render farm features, and is collectively known as the Arch Platform, together with any applicable Documentation thereto and services that may be rendered by Arch in connection therewith, in whole or in part.

"*Confidentiality Agreement*" means any nondisclosure agreement separately entered into by the Parties, if any.

"*Confidential Information*" means, without limiting any definition under a Confidentiality Agreement (if any), any information in any form or medium (tangible or otherwise) that is proprietary or confidential to the Discloser or that the Discloser is obligated to keep confidential (e.g., pursuant to a contractual or other obligation owing to a third party) that is disclosed to the other party in any manner and at any time (whether prior to or following the Effective Date). Confidential Information may be of a technical, business or other nature (including, but not limited to, information which relates to the Discloser's technology, research, development, know-how, trade secrets, products, services, pricing of products and services, intellectual property, customers, employees, contractors, officers, directors, business or marketing plans, finances, or contracts), and in any event shall include any information which is marked or otherwise identified as confidential or proprietary at the time of disclosure or which Recipient otherwise knows or would reasonably be expected to know is confidential or proprietary (whether due to its nature or the circumstances of disclosure). Without limiting the foregoing, all Arch Platform software, Documentation and other proprietary and non-public information regarding the features, functionality, technology, and performance of the Arch Platform, as well as all pricing and other terms and conditions of this Agreement, shall be considered Arch's Confidential Information, whether or not it is marked as confidential or proprietary. However, Confidential Information does not include any information that the Recipient can document: (a) was lawfully known to the Recipient prior to receiving the same from the Discloser in connection with this Agreement; (b) is independently developed by the Recipient without any reference or use of any of the Discloser's Confidential Information; (c) is acquired by the Recipient on a

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non-confidential basis from another source who has the right to disclose it and is not under an obligation to maintain confidentiality or (d) is or becomes generally known by the public through no breach of this Agreement by the Recipient.

"***Customer Subscription***" means the subscription terms to the Arch Platform set forth on Exhibit A, including (without limitation) available Term, features, managed service plan, numbers of workstations, Add-Ons, and subscription and other fees, as such subscription terms may be updated from time-to-time in accordance with the terms hereof or as may be otherwise agreed in writing by the Parties, including, without limitation, in the event Customer elects to add additional Arch Platform features or services (e.g., adding a workflow pipeline, render farm, additional support services, or new features developed in the future) or in the event of a pricing increase as permitted hereunder (in which event the Customer Price Schedule attached to Exhibit A as Schedule 1 shall be deemed replaced by the updated pricing schedule applicable to the Renewal Term or as may otherwise be mutually agreed in writing). Any changes to the Initial Customer Order which may be attached as Schedule 3 to Exhibit A shall be subject to Arch's prior written approval. Each such mutually approved replacement Customer Order, Customer Price Schedule, or other update to the Customer Subscription shall be incorporated herein by this reference, and this Agreement shall be treated as amended thereby. In the event of a conflict between any replacement Customer Order and this Agreement, this Agreement will prevail. Capitalized but undefined terms used in any Customer Order or otherwise in Exhibit A will have the meaning first ascribed to them in this Agreement.

"***Deletion***" means a removal of User Content from the Arch Platform after a termination of this Agreement.

"***Discloser***" means a Party that discloses any of its Confidential Information to the other Party.

"***Documentation***" means any user manuals, technical manuals, help files, specifications and other documentation (whether in written or electronic form) which may facilitate or otherwise relate to the use of the Arch Platform that may be furnished or made available by Arch to Customer or its Users under this Agreement from time to time, including any updates thereto.

"***Excluded Territory***" means Cuba, Iran, Libya, North Korea, Sudan, Syria, Venezuela, and any country or other territory that may be subject to United States embargo or other similar United States export restrictions at any time.

"***Feedback***" means information and ideas (including, but not limited to, questions, comments, and suggestions for improvement or modifications) regarding the performance, features, functionality, overall Customer experience using, or other elements of the Arch Platform.

"***Intellectual Property Rights***" means any invention, discovery, works of authorship, patent, copyright, trademark, service mark, trade name, trade secret, know-how, mask work, design rights, moral right or other intellectual property right or similar right under the laws of any jurisdiction, whether registered, unregistered, statutory, common law or otherwise).

"***Recipient***" means a Party that receives any Confidential Information of the other Party.

"***Subscription Fees***" means the fees payable by Customer as set forth in the Customer Subscription found in Exhibit A, which fees may be payable on a one-time or recurring flat fee basis, and/or generated per user, workstation, or terabyte, and/or period of time such as hourly or monthly as applicable, and which may include fees for Add-Ons, all as set forth therein.

"***Term***" has the definition in Section 5.1.

"***Third Party License***" means a license to access or use Third Party Services granted by a third party, pursuant to the terms of such third party's customer agreement, terms of service, EULA, or other applicable documentation.

"***Third Party Services***" means third party software, tools, plugins, infrastructure, cloud hosting, or other technology or services used for cloud storage, rendering, VDI, pipeline, transcoding, workflow, content review, authentication, or other functions which may be accessed through, integrated with, or otherwise

used in or in connection with the Arch Platform, and which are either used or added by or on behalf of Customer, made available as an included or optional component of the Arch Platform, and/or offered by Arch to Customer as an optional add-on and/or separately billed component pursuant to the Customer Subscription (an "**Add-On**"). Third Party Services include, without limitation, those Add-Ons and other Third Party Services which are integrated with and/or used to access the Arch Platform as of the time of execution hereof which are listed on Exhibit D, as well other Third Party Services which may be accessed through, integrated with, or otherwise used in connection with the Arch Platform at any time.

"*Unauthorized Use*" means any of the activities restricted in Section 2.4 or 8.4 and any other use, reproduction, modification, distribution, disposition, possession, examination, inspection, viewing, disclosure or other activity involving any element of the Arch Platform or Confidential Information of Arch that is not expressly authorized under this Agreement or otherwise in writing by Arch.

"*Users*" means Administrator and any of Customer's employees, independent contractors, agents, consultants, clients, or other relevant project team members who are authorized or otherwise designated, invited or permitted by the Administrator to access and use the Arch Platform. Users excludes any Ineligible User.

"*User Content*" means all information processed or stored through the Arch Platform by or on behalf of Customer, including (but not limited to) any footage, images, or other content, notes, software, data, or other information or materials in any format that Customer or any User uploads to the Arch Platform, creates using the Arch Platform or otherwise uses in connection with the Arch Platform.

Section 2.   Arch Platform

2.1   License to Use Arch Platform. Subject to the terms and conditions of this Agreement, including (but not limited to) Customer's timely payment of the Subscription Fees and its User's compliance with all use restrictions and conditions hereunder, Arch hereby grants to Customer a limited, nonexclusive, nontransferable, non-sublicensable, revocable license during the Term to access and use, and allow its authorized Users to access and use, the Arch Platform as hosted by Arch, including only those components of the Arch Platform and (if applicable) numbers of Users as specifically set forth in the Customer Subscription, for Customer's internal business purposes only, and solely in compliance with this Agreement, Applicable Law, and (as applicable) any applicable Third Party License. The foregoing license shall include the limited right to copy and distribute Documentation internally to Users as may be required in connection with the permitted access to the Arch Platform hereunder, subject to the terms of Sections 7-8 and other terms hereof. Customer shall be solely liable and responsible for each User's compliance with this Agreement and for ensuring that each User is aware of, and complies with, all terms and conditions of this Agreement as well as any acceptable use policies, terms of service, or other user terms, which may also (in Arch's sole discretion) be presented to Customer and/or Users by Arch for acceptance as a "clickwrap" or otherwise at any time (collectively, if applicable, the "**User Terms**"). Arch reserves all other rights in and to the Arch Platform.

2.2   Third Party Services. Arch shall remain liable for any license fees, damages, losses, or liabilities arising from or in connection with the use or performance of Third Party Services integrated or utilized by Arch within the Arch Platform. The Customer acknowledges that certain features or functionalities of the Arch Platform may rely on Third Party Services , and Arch does not guarantee the accuracy, reliability, or suitability of such Third Party Services .

In the event that Arch contracts with such Third Party Service providers, Arch shall ensure that all warranties, whether express or implied, Third Party Services providers , including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement are flowed down to Customer. It is agreed and understood that any issues, errors, or defects arising from or related to Arch's Third Party Services providers shall be the primary responsibility of the respective Third Party Services provider or software provider and Arch.

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In no event shall Arch be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, even if Arch has been advised of the possibility of such damages.

The Customer acknowledges that Arch is not responsible for any changes, interruptions, or discontinuation of Third Party Services or software and that the availability and functionality of such may be subject to the terms and conditions of the Third Party Services providers or software providers.

The Customer agrees to indemnify and hold Arch harmless from any Customer license fees and any related claims, damages, or liabilities arising out of Customer use of their third party software or services, including but not limited to claims based on the infringement of intellectual property rights.

Survival: This Third-Party Services Disclaimer shall survive the termination or expiration of this Agreement.

2.3   Trade Compliance. Customer acknowledges that the Arch Platform and (as applicable) Third Party Services may be subject to applicable United States export laws and regulations. Customer and its Users must comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including (without limitation) all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Without limitation, Customer may not permit access by, or directly or indirectly export, re-export or otherwise transfer the Arch Platform or any component thereof or related technology to any person, entity, or territory on an Export Control List (as defined in Section 3.1) or otherwise under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

2.4   Restrictions; Limitations. Customer and its Users may not use the Arch Platform in any manner or for any purpose other than as expressly permitted by this Agreement, nor may they use the Arch Platform without a valid Third Party License that authorizes the use of any applicable Third Party Services which they elect to use or have Arch install in connection with the Arch Platform. Without limitation of the foregoing, the license granted under Section 2.1 does not include or authorize any of the following, all of which are expressly prohibited hereunder: (a) publicly performing or publicly displaying the Arch Platform or any elements thereof; (b) modifying, disassembling, decompiling, reverse engineering or otherwise attempting to discover any source code or underlying ideas or algorithms from, or making any derivative use of, the Arch Platform, any elements thereof, or any of Arch's Confidential Information, or using or accessing any of the foregoing to build a competitive product or service; (c) copying or downloading any portion of the Arch Platform or any information contained in the Arch Platform (other than the User Content or the copying of Documentation permitted hereunder); (d) performing and publicly disclosing any benchmarking or performance testing of the Arch Platform; (e) selling, licensing, sublicensing, renting, leasing, assigning, distributing, displaying, hosting, disclosing, outsourcing or otherwise commercially exploiting the Arch Platform or any element thereof to any third party or otherwise allowing access thereto by any person or entity that is not a User; (f) interfering with or disrupting the functionality of, attempting to gain unauthorized access to, circumventing or otherwise interfering with any security or similar feature of, or introducing any virus, code, or other harmful program or element into, the Arch Platform or any component thereof or related systems, networks, or technology; (g) uploading any User Content that infringes any third party Intellectual Property Rights, other proprietary rights, rights of publicity, privacy rights, or other rights, or which is defamatory, obscene, or otherwise unlawful in any applicable jurisdiction; (h) using the Arch Platform in connection with any unlawful activities; or (i) otherwise using the Arch Platform other than for its intended use.

2.5   Changes to Arch Platform. In the event that Arch intends to change the Arch Platform or change, add, or remove features or functionality of the Arch Platform from time to time which may affect Customer's use of the Arch platform, Arch will provide Customer with thirty (30) days' advance notice and explanation of such changes. Customer retains the right to refuse to accept such changes or terminate this Agreement in accordance with the terms of this Agreement.

Section 3.   Payments and Late Fees

3.1   Fees and Payment. Customer will pay Arch the Subscription Fees and other amounts, if any, specified in the Customer Subscription and in accordance with the payment terms specified therein. Unless specified otherwise in the Customer Subscription, all payments shall be due in full no later than 30 days after the date of Arch's invoice. All amounts payable under this Agreement are denominated in United States Dollars and Customer will pay all such amounts in lawful currency of the United States. Arch may update any price schedules attached to or included in the Customer Subscription from time to time with reasonable advance notice to Customer, provided that no updated prices shall take effect until the start of the next Renewal Term and Customer shall have the right to terminate if it does not agree to the price changes. Without limiting the foregoing, Customer hereby acknowledges that it is on notice that prices may be increased for any Renewal Term following the first year of the Term.

3.2   Late Fees. Any amount not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded from the date due until the date paid. Further, in the event of any action by Arch to collect any amount not paid when due, Arch may accept any payment in any amount without prejudice to Arch's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check, wire instructions, or other form of payment or in any correspondence accompanying such payment or otherwise will be construed as an accord or satisfaction.

3.3   Taxes. Unless otherwise agreed upon in writing, the Subscription Fees and other amounts payable to Arch under this Agreement shall be payable without deduction for any taxes, customs, duties, fees or other charges of any kind which may be assessed or imposed by any governmental authority (collectively, "**Taxes**"), all of which shall be Customer's sole responsibility (for the avoidance of doubt, other than taxes imposed on or measured by Arch's net income). In the event that Arch is required to collect any Taxes for which Customer is responsible, Customer will pay all such Taxes that may be imposed or provide certificates or other evidence of exemption if applicable. If Applicable Law requires withholding or deduction of Taxes, Customer shall separately pay Arch an amount equal to the withheld or deducted amount, over and above fees due, and shall furnish Arch with appropriate written documentation of all such tax payments.

Section 4.   Term and Termination

4.1   Term. The term of this Agreement will commence on the commencement date set forth in the Customer Subscription (the "**Commencement Date**"), and will continue, unless terminated earlier pursuant to Section 4.2, 4.3, or 8.2, of this Agreement, through the initial period set forth in the Customer Subscription and as mutually agreed upon by the Parties (the **"Initial Term"** and the **"Renewal Term"**). Upon expiration of the Initial Term or any subsequent Subscription Term, the Customer may choose to opt-in for renewal by providing written notice to the Provider no later than 30 days before the end of the then-current term. In the event the Customer opts-in for renewal, the terms and conditions of this Agreement, including any applicable fees, shall apply to the renewed term. For purposes of this Agreement, "**Term**" shall refer to and include the Initial Term and any Renewal Term(s), regardless of whether specifically stated.

4.2   Termination for Convenience. Either Party may terminate the Term for convenience at any time on at least ninety (90) days' prior written notice to the other Party.

4.3   Termination for Cause. If either Party commits a material breach of or default under this Agreement, then the other Party may give notice that the breach or default has occurred. If the specified breach or default is not cured within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice or otherwise agreed by the non-breaching Party, or the date that is ten (10) days after receipt of such notice if reasonably specified therein in cases of exigency), or if the breach is not curable, then the Term will terminate upon notice at the non-breaching Party's election, effective 90 days hence or upon the end of the current term, whichever is sooner. Without limiting the foregoing, Arch

may terminate the Term on notice to Customer with immediate effect (unless otherwise set forth below or determined by Arch in its sole discretion): (i) in the event of any material Unauthorized Use or material breach of Customer's or any User's obligations respecting Third Party Licenses or User Content, (ii) in an Insolvency Event, (iii) in the event of a Critical Threat which is not resolved within thirty (30) days; (iv) in order to comply with the law or requests of governmental entities or to avoid liability; (v) if Arch's relationship with a third-party provider of Third Party Services expires, terminates or requires Arch to materially change the way it provides the Arch Platform, or required Third Party Services are otherwise no longer available; or (vi) if Arch discontinues the Arch Platform, provided that Arch shall use reasonable efforts to give at least 30 days advance notice with respect to clauses (iv) and (v) above**.** Any Arch suspension of service will not excuse the Customer from its obligation to make payment(s) under this Agreement, except in the event of a Critical Threat which Arch, acting in good faith, discovers or determines was not caused by Customer, its Users, or User Content, or otherwise related to any breach of this Agreement or any User Terms by Customer or User.

4.4   Effect of Termination. In the event of any termination or expiration of the Term:

(a)   All of Customer's and each User's rights under this Agreement will immediately terminate, the license granted to Customer in this Agreement will terminate and Customer and all Users will immediately (subject only to any access authorized by Arch under subsection (c) below) cease any access or use of the Arch Platform and delete, destroy, or return all copies of the Documentation and any other Arch Confidential Information in its possession or control;

(b) Except for termination caused by Arch's material breach of this Agreement, Customer will remain responsible for all fees that Customer has incurred through the date of termination and Customer must pay all amounts due within thirty (30) days of the effective date of termination, it being understood that in the event of a termination for convenience by Customer or a termination by Arch for Unauthorized Use or other material breach by Customer, (i) Arch will not provide any refund of any pre-paid Subscription Fees for access to the Arch Platform that would have occurred following termination, and (ii) upon termination Customer shall be required to pay an early termination fee equal to 30 days of all recurring Arch Platform, Managed Service and Workstation Subscription Fees that would have been payable for the remainder of the applicable Term;

(c)   Provided that Customer is not in breach of its payment or other material obligations and that termination was not for any Unauthorized Use or other material breach by Customer, and subject to Customer's payment of the applicable fees due for additional access time and/or any standard fees Arch may assess for any required transition or decommissioning services, egress fees, or other data transfer costs (which may vary depending on whether Customer was using Arch's cloud account), then if requested by Customer Arch will provide reasonable assistance and provide Customer with a reasonable opportunity to continue to use the Arch Platform solely to facilitate the transition on a limited basis (e.g., Administrator or limited User access to one workstation available for transitioning the User Content) for a limited period, up to ninety (90) days unless otherwise mutually agreed after the effective date of termination, or up to ten (10) days after expiration of the Term, or provide such other opportunities for facilitating the transitioning of the User Content as applicable and mutually agreed. If Customer is not using Arch's cloud services account(s) for its use of the Arch Platform pursuant to the Customer Subscription, it shall have the right to either seek such assistance or transition its continued access to the User Content in own account(s) (together with any other necessary transition activities) itself using Third Party Services it sources. If Customer uses an Arch cloud services account pursuant to its Customer Subscription, then (i) Arch may also provide Customer with opportunities for moving User Content to long term "cold storage" available through the Arch Platform pursuant to mutually-agreed terms, (ii) Customer shall ensure that its User Content will be deleted or properly transitioned in a timely manner, (iii) Arch shall have the right to delete any User Content which was not so deleted or transitioned from Arch's own cloud account within thirty (30) days following the effective date of termination or expiration (or such later date as may be agreed by the parties if a longer transition period is required), and (iv) nothing shall be deemed to require Arch to provide or facilitate access to User Content stored in Arch's cloud account(s) which may infringe or violate any third party Intellectual Property Rights, other rights, or Applicable Law.

For the avoidance of doubt, it is the responsibility of the Customer to obtain (or as applicable, transition its method of accessing) its User Content upon termination or expiration of this Agreement; and

(d) All provisions of this Agreement that by their nature are intended to survive any termination of this Agreement, shall survive and continue to apply in accordance with their terms (including, but not limited to, Sections 4, 5.4, 5.6, and 6—10).

Section 5.   Party Responsibilities

5.1   Third Party Licenses.   Without limiting Section 2.2, Customer may obtain its own Third Party Services and related Third Party Licenses and (if applicable) direct Arch to install the relevant Third Party Services in connection with its use of the Arch Platform, which installation may be facilitated by Arch Platform's library of scripts or through new installer packages, and which new packages may be subject to applicable additional fees per the Customer Subscription and to Arch's reasonable approval (e.g., with respect to legacy software, with Customer assuming all risk if Arch agrees to proceed at Customer's request).   All such Third Party Licenses shall be obtained by Customer from the applicable Third Party Services provider's license servers, or may be obtained from the license server provided as part of the Arch Platform when available in such manner.   For the avoidance of doubt, it shall be Customer's sole responsibility to review and negotiate, if applicable, any Third Party Licenses directly with such Third Party Services provider even if they are obtained from the Arch Platform's license server. In any event, Customer is solely responsible and warrants that its use of such Third Party Services with or through the Arch Platform will comply with the applicable Third Party License or that Customer otherwise has written permission from the applicable licensor to use such Third Party Services with the Arch Platform.   Arch shall provide reasonable initial-stage technical support to Customer in connection with the use of Add-Ons (when indicated on the Customer Subscription) and the integration of any Third Party Services with the Arch Platform where applicable (as opposed to support respecting the Third Party Service itself) if such support is not offered directly by the applicable third party provider and may assist Customer with a reasonable amount of basic installation, updating, and similar maintenance services in connection with select Third Party Services in conjunction with the Arch Platform upon request as a convenience if consistent with the Customer Subscription. Notwithstanding any such installation, license server, support, maintenance, or other services or facilitation that may be provided by Arch respecting Third Party Services (whether or not as an Add-On or otherwise), in connection with all Third Party Services, Customer acknowledges that (i) Arch makes no representations and warranties regarding any Third Party Services and shall have no liability with respect to Customer's or any User's use thereof (whether to Customer, its Users, or any third parties), (ii) Arch does not monitor or have any control over any such Third Party Services or their reliability, quality, operations, policies, management, technologies, security, services, or any other element thereof, (iii) Arch does not guarantee the availability of such Third Party Services and may disable access to any Third Party Service (upon reasonable prior notice as long as possible under the circumstances), and (iv) Customer and its Users should review all applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation Customer or such User feels is necessary or appropriate before proceeding with the use of any Third Party Services.

5.2   Customer User Content and Use of Personal Information. Customer is solely responsible for the User Content, including, without limitation, responsibility for any claims related to User Content and ensuring that such User Content complies with all prohibitions on Unauthorized Use and other restrictions set forth herein, in any User Terms, and/or in any acceptable use policies or other content guidelines shared by Arch from time to time. Customer represents and warrants to Arch that: (a) Customer has all rights in the User Content and other applicable consents necessary to upload and otherwise use the User Content in connection with the Arch Platform; and (b) the User Content itself, and the use of the Arch Platform by Customer or any Users, will not violate any Applicable Law or the rights of any third parties**;** and (c) to the extent that any Personal Information ultimately may be deemed to be processed by Arch Platform related infrastructure under Applicable Law in connection with this Agreement (if any), (i) Customer shall ensure that it has complied with all notice obligations, obtained all necessary consents, and otherwise fully complied with Applicable Law and its applicable privacy policy or similar statements,

and (ii) Customer shall notify Arch if Customer is subject to any Applicable Law requiring that obligations be imposed on Arch as a result of such processing, and if required by such Applicable Law or as may otherwise be mutually agreed, the parties shall enter into an appropriate data processing addendum or similar documentation negotiated in good faith in such event; Customer will be solely responsible and liable for all matters related hereto (personal information contained in User Content); without limiting the foregoing, the terms set forth in Exhibit E attached hereto shall be deemed to apply only to personal information related to Customer employees and contractors using the Arch Platform in the event required under Applicable Law;

Customer shall retain all of its right, title, and interest in and to the User Content, provided that it hereby grants Arch a limited nonexclusive, royalty-free, worldwide, nontransferable and nonsublicensable (except as may be required to subcontractors or third party providers in connection with the offering of the Arch Platform (collectively, the "**Permitted Transferees**")) license during the Term to copy, store, host, access, transmit, modify, display, view, or otherwise use or process the User Content solely to the extent necessary to provide the Arch Platform and all related services hereunder in accordance with the terms and conditions hereof.

5.3   Security and Backup.

(a)   Customer is responsible for maintaining appropriate security, protection and backup of the User Content and for ensuring that it and its Users comply with the authentication requirements of Section 3.2, applicable sections of any User Terms, and any password, shared responsibility, and similar policies shared by Arch (including, but not limited to, those set forth in Arch's security policy and/or such other security-related documents that may be provided to Customer and updated by Arch from time to time, collectively referred to as the "**Arch Security Policy**").   Without limiting the foregoing, Customer acknowledges that it may be presented with certain recommended security-related settings and with the opportunity to use various back-up tools where applicable, and that Customer shall be solely responsible for the decisions on settings, the use of any such tools, and other security and/or business-continuity choices that it may make with respect to its use of the Arch Platform and any Third Party Services.

(b)   Arch shall maintain reasonable administrative, physical and technical safeguards designed to help ensure the security, confidentiality and integrity of User Content in a manner that is compliant with Applicable Law and in accordance with industry practices.   Without limiting the foregoing, Arch (i) shall comply with the practices it has outlined in the Arch Security Policy and Orchestration Service Security Overview documents, and (ii) Arch shall not access, view, process, share, distribute, modify, copy, download, or otherwise use User Content other than as necessary to host and facilitate Customer's use of the Arch Platform and otherwise perform its obligations under this Agreement.   For the avoidance of doubt, Arch shall not be responsible for the security of any Third Party Services or practices of any third party providers thereof.

(c)   If Arch becomes aware of any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of, any User Content ("**Security Incident**"), Arch will take reasonable steps to notify Customer without undue delay and reasonably cooperate with Customer (and, as applicable, law enforcement agencies) with respect to any investigations relating to such Security Incident.

5.4   User Violations. Without limiting any other provisions hereof, Customer is responsible for any access or use of the Arch Platform under each User's Arch Account, including by any third parties that use any User's Arch Account (whether through unauthorized access granted by a User, Customer security failures, or other reasons not caused by any breach of Arch's obligations hereunder). For this Agreement, the acts or omissions of any User or such third party under a User's Arch Account are considered the User's (and thus, Customer's) acts or omissions, as applicable.

5.5 Access; Support.   Arch's responsibilities (and, as applicable, Customer's remedies) in connection with availability of the Arch Platform and support services are described in the service level agreement ("**SLA**") attached hereto as Exhibit C. Customer shall be responsible for giving Arch sufficient advance notice (which in any event shall be no less than 48 hours' notice) respecting any significant changes to the Usage Protocols (as defined and more fully described in the SLA).

5.6   Indemnification

(a)   <u>Customer</u>. Customer will defend, indemnify, and hold harmless the Arch Parties from and against all claims, damages, losses, liabilities, costs, and expenses (including settlement costs and reasonable outside attorneys' fees) to the extent caused by: (a) Customer's or Users' alleged or actual Unauthorized Use or other breach of any representation, warranty or agreement hereunder; (b) any claim related to Third Party Services or any associated Third Party License, including (without limitation) any claim involving alleged infringement or misappropriation of third-party rights, contribution or inducement to breach any Third Party License, or any Customer disputes with providers of Third Party Services; (c) any claim by Customer's clients, Users, or third party project team members; and (d) the User Content or the combination of the User Content with Third Party Services or other content or processes, including (without limitation) any claim involving alleged infringement or misappropriation of any Intellectual Property Rights or any other third-party rights by the User Content.

(b)   <u>Arch.</u> Arch agrees to indemnify, defend and hold harmless the Customer, including its affiliates, and the Customer's and its Affiliates' respective officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable outside legal fees and expenses, (collectively, "Claims"), arising out of Arch's (i) breach of the Agreement; (ii) Arch's noncompliance with applicable law and regulation, including, but not limited to, all applicable privacy laws; (iii) infringement or misappropriation of Intellectual Property Rights; or (iv) the injury to or death of any individual, or any loss or damage to real or tangible personal property, caused by Arch or any of its agents, employees, or contractors related to performance pursuant to this Agreement.

(b)   <u>Process</u>. Each Party seeking indemnification from the other Party hereunder will promptly notify the other Party of any claim subject to clause (a) above, but a Party's failure to promptly notify the other Party will not limit a Party's indemnification obligations hereunder; The indemnifying Party may: (i) use counsel of its own choosing to defend against any claim; and (ii) settle the claim as the indemnifying Party deems appropriate, notifying the indemnified a minimum of three 3) business days prior in writing before entering into any settlement on behalf of the indemnified Party.

Section 6.   Confidentiality

6.1. Confidential Information. As used in this Agreement, "Confidential Information" means any and all information or material of a Party or any of its affiliates (in this definition called the "Disclosing Party") which has come into the possession or knowledge of the other Party or any of its affiliates (in this definition called the "Recipient Party") in connection with or as a result of entering into this Agreement, including information or material concerning the Disclosing Party's services, products, customers, suppliers, partners, technology, and business. For the purposes of this definition, "information or material" includes knowhow, data, patents, copyrights, trade secrets, processes, techniques, programs, designs, systems, methods, formulae, marketing, advertising, unpublished financial information and data, pricing, commercial, sales or programming materials, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever. The terms of this Agreement shall be deemed Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include the following information or material:

6.1.1. information or material which is in the public domain or known in the industry when it is received by or becomes known to the Recipient Party or which subsequently enters the public domain or becomes known in the industry through no fault of the Recipient Party (but only after it enters the public domain);

6.1.2. information or material which the Recipient Party can demonstrate is already known to the Recipient Party at the time of its disclosure to the Recipient Party by the Disclosing Party and is not known by the Recipient Party (to the best of its knowledge) to be the subject of an obligation of confidence of any kind;

6.1.3. information or material which is independently developed by the Recipient Party without any use of or reference to the Confidential Information of the Disclosing Party and which such independent development can be established by evidence that would be reasonably acceptable to a court of competent jurisdiction; or

6.1.4. information or material which is received by the Recipient Party without an obligation of confidence of any kind from a third party who the Recipient Party had no reason to believe, to the best of its knowledge, was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until the Recipient Party subsequently comes to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received.

6.2. No Use. Each Party hereto will, at all times, both during the Term and thereafter, keep and hold all Confidential Information (as defined above) of the other Party in the strictest confidence, and will not use such Confidential Information for any purpose, other than as may be reasonably necessary solely for the performance of its duties pursuant to this Agreement, without the other party's prior written consent. All data generated by the Customer's use of the Services, including, without limitation, user profiles, information regarding Customer or its clients, transaction histories, platform usage, materials uploaded by Customer or its End Users, End User Data, and any data created or derived from any of the foregoing shall be the exclusive property of the Customer, and shall be Confidential Information hereunder. Arch shall not use such information for any purpose other than provision of the Services to the Customer except as expressly permitted by the Customer in writing and will only disclose to those employees and contractors who have a need to know and an obligation to treat Confidential Information in accordance with the provisions of this Agreement. For the avoidance of doubt, provision of Services to the Customer includes: support, maintenance, and any analytics and reporting services for the Customer by Arch, offered as a future feature of the Arch Platform, or as otherwise agreed to by the Parties. Notwithstanding the foregoing, in the event any data may be collected solely regarding the Customer and its End Users' usage history, statistics, or metrics in connection with use of the Arch Platform and expressly excluding any Company Intellectual Property, Confidential Information and Company Data (collectively "Metrics"), and to the extent such Metrics are anonymized, and aggregated, such Metrics shall not be deemed Customer Data and shall be owned by Arch in perpetuity, provided that it may be used solely for Arch's internal analytical purposes related to improvement and enhancement of the Arch Platform. provided that in the instance of both (i) and (ii), such data may in any other manner by Arch only be used if and to the extent if such data has been aggregated and anonymized, or de-identified in a manner in accordance with applicable laws that does not identify the Customer or its End Users.

6.3. No Disclosure. The Recipient Party agrees that it will not disclose to any third party or use any Confidential Information disclosed to it by the Disclosing Party except as expressly permitted in this Agreement, and that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party hereto in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

6.4. Breach of Confidentiality. In the event of any unauthorized use or disclosure or loss of any Confidential Information of a Disclosing Party, the Receiving Party shall promptly, at its own expense: (i) notify the Disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the violation or the damage resulting therefrom; and (iii) cooperate in all reasonable respects with the Disclosing Party to minimize the violation and any damage resulting therefrom.

6.5. Exceptions. Notwithstanding the foregoing, each party hereto may disclose Confidential Information of the other Party: (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law so long as the Receiving Party first provides the Disclosing Party with as much notice as reasonably practicable under the circumstances of such requirement (if not legally barred from doing so), and cooperates with the Disclosing Party's efforts to limit the extent of such disclosure, and to the extent allowed by applicable law, delay disclosure of Confidential Information pursuant to such efforts to enable the Disclosing Party to exercise its rights to limit such disclosure; or (ii) on a need-to-know basis under an obligation of confidentiality to its affiliates and to its and its affiliates'

authorized agents, subcontractors, legal counsel, directors, officers, accountants, banks and other financing sources and their advisors.

6.6. Agreement Confidential. The terms and conditions of this Agreement will be deemed to be the Confidential Information of each Party hereto and will not be disclosed without the written consent of the other Party.

6.7. Equitable Relief. Each Party hereto acknowledges that its failure to comply with the provisions of this Section 8 may cause irreparable harm to the other Party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other Party will be entitled to seek, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of this Section 6.

6.8. Confidentiality Term. The foregoing obligations shall be continuing and binding until the earlier of: (a) five (5) years from the date the Receiving Party receives the Disclosing Party's Confidential Information; or (b) the date on which the Disclosing Party's Confidential Information is no longer confidential other than by a breach of this Agreement. Each Party's obligations with regards to any Confidential Information constituting a trade secret or software code shall not expire.

Section 7.   Proprietary Rights

7.1   Arch Platform Rights. As between Arch and Customer, Arch owns all right, title, and interest in and to the Arch Platform, including without limitation all software and technology used to provide the Arch Platform, all graphics, user interfaces, and Documentation in connection therewith, and all Intellectual Property Rights in and to the foregoing. Excepting the limited rights to access and use the Arch Platform as specified in Sections 2.1 of this Agreement, Customer does not obtain any right, title, or interest under this Agreement in or to the Arch Platform or any elements thereof. Customer recognizes that the Arch Platform and its components are protected by copyright and other laws.

7.2   Feedback. Customer will provide Arch with reasonable Feedback upon request and will make Users available to Arch on a reasonable basis for this purpose. Customer will not provide any Feedback to any third party without Arch's prior written consent. Customer hereby grants to Arch an exclusive, royalty-free, irrevocable, perpetual worldwide right and license to reproduce, use, disclose, exhibit, display, transform, create derivative works based on, and distribute any such Feedback without limitation. Without limiting the foregoing, Arch will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including incorporating such Feedback into any updates or modifications to the Arch Platform and otherwise developing, making, marketing, distributing and selling products and services incorporating such Feedback. Arch will have no obligation to consider, use, return or preserve any Feedback Customer provides to Arch. Feedback shall not be deemed to be Confidential Information of Customer or otherwise impose any confidentiality obligation on Arch, and Arch will have no obligation or liability to Customer for the use or disclosure of any Feedback. Customer should not expect any compensation or credit of any kind from Arch with respect to Feedback. Arch will exclusively own any improvements or modifications to the Arch Platform based on or derived from any Feedback, including all Intellectual Property Rights therein or thereto.

7.3   Trademarks; Credit; Testimonials.

(a)   As between Arch and Customer, Arch owns all right, title and interest in and to the Arch Marks and any goodwill arising out of the use of the Arch Marks will remain with and belong to Arch. The Arch Marks may not be copied, imitated, modified, distributed, or otherwise used without the prior written consent of Arch.

(b)   Any third party trademarks, logos, documentation, or other materials or Intellectual Property Rights respecting the Third Party Services that may be displayed or provided in connection with the Arch Platform are the property of their respective owners.

(c)   As between Arch and Customer, Customer owns all right, title and interest in and to any trademarks, service marks, service or trade names, logos, and other designations of Customer and its

parent or affiliates (the "**Customer Marks**"). Customer Marks and any goodwill arising out of the use of the Customer Marks will remain with and belong to Customer. Customer Marks may not be copied, imitated, modified, distributed, or otherwise used without the prior written consent of Customer, except that Customer hereby grants Arch a limited, nontransferable and nonsublicensable, nonexclusive, worldwide, royalty-free license to use Customer Marks (together with those relating to the applicable creative project following its release in the event of a production-specific subscription if set forth in the Customer Subscription or if Customer discusses any given specific project as part of Customer-approved promotional activities hereunder or as otherwise mutually agreed, subject to any third party approvals which Customer shall use good faith efforts to obtain in such event) solely in connection with Arch's reasonable sales, marketing, and other promotional uses identifying Customer (and/or the applicable project, if permitted as set forth above) as a client using the Arch Platform (e.g., inclusion of Customer name, logo, and hyperlink to Customer website on Arch's websites, use of Customer Marks in Arch's sales, advertising, or promotional materials, and in connection with any press releases (the wording of which shall be subject to Customer's prior approval), social media announcements, and any sharing of case studies, interviews, or other testimonials or activities approved by Customer, provided that Arch's uses shall be consistent with any usage guidelines provided by Customer respecting the Customer Marks.

7.4   Additional Protection of Proprietary Rights. Customer will not infringe or violate, and will take reasonably appropriate steps and precautions for the protection of the Arch Platform and related Intellectual Property Rights referred to in Section 7.1. Without limiting the foregoing or any other provisions hereof, Customer will not: (a) make any element of the Arch Platform available to any Ineligible User or any third party who is not a User hereunder; (b) remove, obscure or alter any notice of copyright, other Intellectual Property Right, or other identifying marks appearing in or as part of the Arch Platform or (c) engage in or permit any other Unauthorized Use. Customer will immediately notify Arch of any actual or suspected Unauthorized Use or other violation of this Agreement or any User Terms that comes to Customer's attention. In the event of any Unauthorized Use relating to the activities of Customer, Users or any employees, agents, contractors, vendors, clients, production partners, or representatives of any such entity, Customer will take all steps reasonably necessary to terminate such Unauthorized Use and keep Arch reasonably informed of its progress. Customer will immediately notify Arch of any investigation or legal proceeding initiated by Customer in connection with any such Unauthorized Use.

Arch may, at its option and expense, participate in and/or assume control of any such investigation or proceeding. If Arch assumes such control, Arch will have exclusive control over the investigation and/or (as applicable) prosecution and settlement of the proceeding, and Customer will provide such assistance related thereto as Arch may reasonably request (including, but not limited to, assisting Arch in enforcing any settlement or order made in connection with such proceeding).

7.5   User Content Rights; Metrics. As between Arch and Customer, Customer retains all right, title and interest in and to any User Content. For the avoidance of doubt, any data which may be collected regarding Customer's and its Users' usage history, statistics, or metrics in connection with use of the Arch Platform shall be owned by the Customer, provided that it may be used solely by Arch (i) to provide services to Customer such as support, maintenance, and any analytics and reporting services that may be set forth in the Customer Subscription or otherwise agreed to by the parties, including any sharing with Third Party Services providers as may be required, (ii) for Arch's internal analytical purposes related to use of the Arch Platform, such as for improvement and enhancement efforts, and (iii) in any other manner by Arch if such data has been aggregated, anonymized, or deidentified.

Section 8.   Limited Warranties and Remedies

8.1   Warranties. Without limiting any other representations or warranties hereunder or any remedies under the SLA:

(a)   **Mutual Representations and Warranties.** Each Party represents and warrants to the other that as of the Effective Date and at all times thereafter: (i) this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; (ii) it is duly organized and validly existing under the laws of its jurisdiction of formation and has the full power and

authority to enter into and perform under this Agreement; and (iii) the execution and delivery of this Agreement by it and the performance of its obligations hereunder will not conflict with or constitute a breach or default under any third party agreement, and will not conflict with or violate any Applicable Law.

(b)   **Arch Warranties.** Arch warrants that Arch has and will have (through ownership or license from a third party), throughout the Term, all rights and authority necessary for Arch to provide Customer with access to Arch Platform and grant the licenses described herein in accordance with and subject to the terms and conditions hereof.

(c)   **By Customer**. Customer represents and warrants that at all times during the Term of this Agreement: (a) the User Content and any materials provided by Client do not and will not infringe on any Intellectual Property Right or other right of any third party; and (b) Customer and each of its Users will not use the Arch Platform in a manner that violates Applicable Law or is in violation of this Agreement.

8.2   Remedy. In the event of any uncured breach of Arch's warranty in 8.1(b) above, Arch, at its own expense and at its election, shall: (a) secure for Customer the right to continue using the Arch Platform or the affected portion of (as applicable), (b) replace or modify the Arch Platform or infringing portion thereof to make it non-infringing, or (c) if such remedies are not commercially practical in Arch's reasonable opinion Arch may terminate the affected components of the Services or this Agreement and refund the fees paid for the Arch Platform (or affected components thereof, as applicable) for every month remaining in the then-current Term following the date after which Customer access to the Arch Platform or affected portion thereof ceases as a result of such breach of warranty. If Arch exercises its rights pursuant to clause (c) above, section 4 applies. This Section 8.2, in conjunction with Customer's right to terminate this Agreement where applicable, states Customer's sole remedy and Arch's entire liability for breach of the warranty above in Section 8.1(b) above.

8.3   Exclusions. Arch's warranties and remedies under Section 8.1 and 8.2 do not apply to any claim arising out of or related to any: (a) User Content; (b) use not in accordance with this Agreement; (c) use of Third Party Services; (d) modifications, damage, misuse or other action of or on behalf of Customer or any of its Users or any third party; or (e) any failure of Customer or User to comply with this Agreement or any User Terms, if any.

Section 9. Limitations of Liability

9.1 Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, nor shall any credit or other remedy be extended for, any delay or failure to perform as required by this Agreement (except with respect to monetary obligations) as a result of any cause or condition beyond such Party's reasonable control (including, but not limited to, the following actual or threatened events and their attendant consequences: acts of God, flood, extreme weather, fire or other natural calamity, terrorist or cyber attack, civil disturbance, war or armed conflict, any law, order, regulation or action of any governmental entity or civil or military authority, epidemic or pandemic, power or utility failures, fiber or cable cuts, service outages by third party providers, national emergencies, strikes, lock-outs, work stoppages or other labor difficulties).

9.2 Limitation of Liability. IN NO EVENT SHALL ANY OF THE ARCH PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOOD WILL, OR BUSINESS INTERRUPTION, OR DAMAGES FOR COMPUTER, DEVICE, TECHNOLOGY, AND/OR SYSTEM FAILURE OR MALFUNCTION, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE ARCH PLATFORM, THE USER CONTENT, OR OTHERWISE RELATING TO THIS AGREEMENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ANY OF THE ARCH PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER, IF ANY, TO ARCH HEREUNDER FOR THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE

THEORY, AND EVEN IF ANY EVENTS OR CIRCUMSTANCES WERE FORESEEABLE OR ARCH OR ANY ARCH PARTIES HAD BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS SECTION 10 REPRESENTS A REASONABLE ALLOCATION OF RISK. THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, IT BEING UNDERSTOOD THAT IF ANY TERMS DO NOT APPLY IN ANY PARTICULAR JURISDICTION, THE LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY THE LAW OF SUCH JURISDICTION.

Section 10.   Miscellaneous

10.1   Independent Contractors. Each Party is an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating or evidencing, or imposing any obligations or liability that would arise from, any joint venture, partnership, employment, or agency between the Parties. For the avoidance of doubt, neither Party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other Party.

10.2   No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a Party to this Agreement.

10.3   Assignment. Customer may not assign this Agreement or any rights or obligations hereunder without prior written consent of Arch. Any attempted assignment in violation of the foregoing will be void. Arch may assign this Agreement and any rights or obligations hereunder without restriction. This Agreement will be fully binding upon, inure to the benefit of, and be enforceable by, each Party and its respective (if applicable, permitted) successors and assigns.

10.4   Nonwaiver. The failure of either Party to insist upon or enforce performance by the other Party of any provision of this Agreement, or to exercise any right or remedy under this Agreement or otherwise by law, will not be construed as a waiver or relinquishment of such Party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right or remedy will be and remain in full force and effect.

10.5   Dispute Resolution Procedures.

(a) The Parties will attempt to resolve through good faith discussion any dispute that arises under this Agreement. Any such dispute may at any time, at the election of either Party, be referred to a senior executive of each Party for discussion and possible resolution. If the senior executives are unable to resolve the dispute within sixty (60) days after delivery of written notice of the dispute, then either Party may, by notice to the other Party, demand mediation under the mediation rules of JAMS in Los Angeles County, California. **The Parties expressly give up their right to litigate their disputes in court before a judge or jury**, except that (i) the Parties (i) may litigate in small claims court if the dispute meets the requirements to be heard in small claims court, and (ii) either Party may seek an injunction or other equitable relief in any court of competent jurisdiction without first engaging in the informal dispute resolution process or arbitration described herein if such relief is expressly permitted hereunder in connection with any threatened or actual violation or unlawful use of any Confidential Information or Intellectual Property Rights. **Regardless of the forum, each Party expressly agrees that it will not commence or participate in any class action, class arbitration, private attorney general action, consolidated, collective, or other representative action or proceeding**.

(b) If settlement is not reached within sixty (60) days after service of a written demand for mediation, any unresolved controversy or claim shall be resolved by mandatory arbitration in accordance with the applicable rules (varying based on the size of the claim) of JAMS before a single arbitrator in Los Angeles County, California or, to the extent allowed by the arbitrator, by online video conference. The language of all proceedings and filings shall be English. The arbitrator shall render a written opinion including findings of fact and law and the award and/or determination of the arbitrator shall be binding upon the Parties, and their respective administrators and assigns, and shall not be subject to appeal (except to the extent permitted under the Federal Arbitration Act). Judgment may be entered upon the award of the arbitrator

in any court of competent jurisdiction. The expenses of the arbitration shall be shared equally by the Parties unless the arbitration determines that the expenses shall be otherwise assessed and the prevailing Party may be awarded its attorneys' fees and expenses by the arbitrator. It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings shall be concluded within ninety (90) days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the Parties. Failure to adhere to this time limit shall not constitute a basis for challenging the award. The Parties shall be entitled to conduct discovery as the arbitrator authorizes as reasonable under all of the circumstances, based on findings that the material sought is relevant to the issues in dispute and that the nature and scope of such discovery is reasonable, it being understood that unless permitted by the arbitrator upon a showing of extraordinary cause, such discovery shall be limited to the production of documents and no more than three depositions by each side. Each Party shall maintain the confidential nature of the existence of the dispute, the award, and the arbitration proceeding, which shall be closed to the public and confidential (with all records relating thereto permanently sealed), except as necessary to obtain court confirmation of the award, or as may otherwise be required by law or judicial decision.

10.6   Severability. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable or modified so that it is enforceable to the maximum extent permitted by law, and shall not affect the validity and enforceability of any remaining provisions.

10.7   Governing Law/Venue. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, U.S.A., without reference to its choice of law principles to the contrary. The 1980 UN Convention on Contracts for the International Sale of Goods or its successor will not apply to this Agreement. Subject to Section 11.6, the Parties hereby consent to the jurisdiction and venue of the state and federal courts located in Los Angeles County, State of California, U.S.A. with respect to any claim arising under or by reason of this Agreement.

10.8   Counterparts.   This Agreement may be executed by electronic signature or PDF and in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

10.9   Interpretation; Entire Agreement; Miscellaneous. This Agreement, together with any Confidentiality Agreement, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, whether oral, written, or implied from the conduct of the parties. For the avoidance of doubt, no text or information set forth on any purchase order, or other similar preprinted form or document, shall add to or vary the terms and conditions of this Agreement. This Agreement may be modified only be a written agreement signed by an authorized signatory of the party or parties to be bound. Any use of the word "including" will be deemed to be without limitation and any use of the word "partner" will not refer to a legal partnership unless otherwise stated.

EXHIBIT C

SERVICE LEVEL AGREEMENT

This Service Level Agreement (this "**SLA**") is incorporated into the Platform Agreement between Arch and Customer (the "**Agreement**"). All capitalized terms not defined herein shall have the meaning ascribed to them elsewhere in the Agreement.

A. MONTHLY UPTIME

Arch shall issue a Credit to Customer on Customer's written request if Monthly Uptime falls below 98% of the total minutes in such calendar month (based on the total number of days in said month, e.g., calculated using 43,200 total minutes in a 30-day month).

B. SUPPORT; RESPONSE TIMES

Arch's support services shall be as set forth in the Agreement and shall be available during Business Hours through the Help Desk. Such support services do not cover the operation or use of any Third Party Services or other third-party software, equipment, or other technology. Set forth below are Arch's estimated response times for different severity levels as described below, each of which shall be determined by Arch. Timeframes below begin on Customer's submission of a Trouble Ticket.

Severity Level		Response within
Level 1 Issue		2 Business Hours (or 8 hours if issue reported during non-business hours)
Level 2 Issue		5 Business Hours
Level 3 Issue		24 Business Hours

C. MISCELLANEOUS

Credits provided hereunder shall be Customer's sole and exclusive remedy for Downtime or below-target Monthly Uptime. Under no circumstances is Arch required to issue Credits in excess of 10% of any calendar month's Arch subscription fees.

Arch may revise this SLA by providing written notice to Customer, and any revisions hereto shall apply automatically during any Renewal Term, provided that with respect to the then-current Term, Customer may reject such revision that, on balance, materially reduces Customer's rights, provided Customer provides written notice of such rejection disclosing the material reduction in detail within 30 days of receipt of Arch's notice of the revision.

D. DEFINITIONS

1. "**Business Hours**" means the period from 9:00 a.m. to 6:00 p.m. Pacific Time on any day except Saturday, Sunday, or any federal legal holiday in the United States.

2. "**Credit**" means a credit against future Subscription Fees equal to a proportionate credit of the applicable monthly Subscription Fees paid for that portion of the month in which the Downtime occurred up (and that portion of the Arch Platform, if not affected in its entirety), prorated up to a maximum of 10% of the monthly Subscription Fees for the affected portion of the Arch Platform. Credits (a) do not apply to other amounts Customer may owe Arch (e.g., with respect to

Add-Ons), (b) apply to outstanding or future invoices only, and (c) are forfeited upon termination of the Agreement. Arch is not required to issue refunds or to make payments against Credits under any circumstances, including without limitation termination of the Agreement.

3. **"Downtime"** means any period during which neither Customer nor any of its Users is able to access the SaaS dashboard or other Arch Platform critical resources, unless caused by (a) Scheduled Maintenance, (b) errors by or on behalf of Customer, Unauthorized Use, or use of the Arch Platform in a manner that constitutes a significant change from its Usage Protocols without giving Arch at least 48 Business Hours advance notice thereof, (c) failures of internet connectivity or traffic, Third Party Services, or software, equipment, or other technology operated by or on behalf of Customer, (d) use of any products or features identified as pilot, alpha, beta or similar, (e) Arch's exercise of any suspension or termination rights under the Agreement, or (f) Force Majeure. Downtime begins when Customer submits a Trouble Ticket.

4. "**Help Desk**" refers to the applicable help desk protocols as determined by Arch and shared with Customer (e.g., online messaging system, email address, phone number, etc.)

5. "**Level 1 Issue**" refers to a critical service level such as complete loss of access, significant data loss or corruption, inability to use an essential part of the Arch Platform, and other catastrophic failures that severely impact Customer's ability to conduct work in order to meet applicable project deadlines and with no procedural workaround.

6. "**Level 2 Issue**" refers to any significant disruption to Customer's use of the Arch Platform that is not a Level 1 Issue (e.g., major functionality is degraded and Customer's operations are disrupted but there is an ability to remain productive and a temporary workaround is available).

7. "**Level 3 Issue**" refers to minor problems causing partial loss of non-critical functionality. The problem impairs some operations, but a workaround is available and Customer can continue to function.

8. **"Monthly Uptime"** means the total minutes in any calendar month minus the minutes of Downtime suffered during such month; provided Downtime of less than 10 minutes does not count for such purposes, in the aggregate or otherwise.

9. **"Response"** refers to an acknowledgment of a Trouble Ticket by Arch, whether by e-mail or other messaging systems, telephone, or in-person.

10. **"Scheduled Maintenance"** means any period of planned outage or other maintenance on the Arch Platform, provided Arch shall use commercially reasonable efforts to provide at least one (1) business day's advance notice thereof.

11. **"Trouble Ticket"** means a trouble ticket, support incident notification, or similar help desk request properly submitted to Arch through the Help Desk.

12. **"Usage Protocols"** means Customer's prior or otherwise planned use of the Arch Platform as shared with Arch (e.g., prior to or during the setup and installation process) so that the environment may be tailored to support such planned use, it being understood that divergence from Usage Protocols (e.g., changing current usage in such a way that requires new or different infrastructure.) without sufficient notice to Arch (i.e., 48 Business Hours) may lead to Downtime or other difficulties accommodating the additional workload, and for which Arch will not be responsible hereunder.

EXHIBIT D

THIRD PARTY SERVICES

AWS Thinkbox Deadline (if applicable) and other AWS resources provided by Amazon Web Service, Inc.:	https://aws.amazon.com/agreement/ plus potentially relevant AWS policies: (i) Privacy Policy (http://aws.amazon.com/privacy/) (ii) Acceptable Use Policy (http://aws.amazon.com/aup/) (iii) Terms of Use (http://aws.amazon.com/terms/) (iv) Service Terms (http://aws.amazon.com/serviceterms/) (v) Trademark Use Guideline (http://aws.amazon.com/trademark-guidelines/);
HP Anyware (f/k/a Teradici PCoIP), provided by HP Inc. (formerly provided by Teradici Co).:	https://docs.teradici.com/reference/eula/hp-anyware-enduser-license-agreement
LogRocket, provided by LogRocket, Inc.	https://logrocket.com/terms-and-conditions
Sentry, provided by Functional Software, Inc. d/b/a Sentry	https://sentry.io/terms/
WorkOS, provided by WorkOS, Inc. (used as part of optional SAML/SCIM)	https://workos.com/legal/terms-of-service

arch
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EXHIBIT E

GDPR and CALIFORNIA PERSONAL INFORMATION RELATED TO CUSTOMER EMPLOYEES OR CONTRACTORS USE OF THE ARCH PLATFORM

Terms in this Exhibit E have the meaning ascribed to them under the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act as amended by the California Privacy Rights Act ("CPRA") and any new legislation related to processing of personal information that exists or may come to exist in countries or states where the Arch Platform will be employed. To the extent that Arch receives any Customer employee or contractor personal information from the Customer under this Agreement that is subject to GDPR and the CPRA: (x) Customer shall be a business and Arch shall be a service provider, (y) each party will comply with its respective obligations under GDPR and the CPRA, and (z) Arch agrees that: (i) it shall not sell or share the personal information, (ii) it shall not retain, use, or disclose the personal information for any purpose, including a commercial purpose, other than the business purpose of performing the services; (iii) it shall not retain, use, or disclose the personal information outside of the direct business relationship between the parties; (iv) it shall not combine the personal information with personal information that it receives from or on behalf of another person, or collects from its own interaction with the consumer; (v) it shall provide the same level of privacy protection to personal information as is required of businesses by GDPR and the CPRA; (vi) it shall notify Customer if it makes a determination that it can no longer meet its obligations under GDPR and CPRA; (vii) Customer has the right to take reasonable and appropriate steps to ensure that Arch uses the personal information in a manner consistent with Customer's obligations under GDPR and the CPRA and to stop and remediate unauthorized use of the personal information; and (viii) if Arch engages any subcontractor to assist it in processing the personal information for a business purpose on behalf of the Customer, it shall notify Customer of such engagement and impose written obligations on the subcontractor at least as protective as those in this GDPR and CPRA sentence (with Customer hereby acknowledging receipt of notice respecting any Third Party Services listed on Exhibit D, as applicable). In the event either party receives a request from a consumer made pursuant to GDPR or CPRA in connection with this Agreement, it will notify the other party and provide reasonable cooperation in responding to and complying with the request. To the extent permitted by the GDPR and CPRA, (i) Customer shall have primary responsibility in ensuring a timely and fully-compliant response to any such requests, (ii) any assistance provided by Arch shall be at Customer's expense, and (iii) Arch reserves the right to assess reasonable charges for its time in connection with this paragraph.