



DLT RIDER TO MANUFACTURER END USER TERMS (For Public Sector End Users)

1. **Scope.** This DLT Rider to Appian Corporation (“Manufacturer”) End User Terms (“DLT Rider”) establishes the terms and conditions enabling DLT Solutions, LLC (“DLT”) to provide Manufacturer’s Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the “Licensee” or “Customer”).
2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer’s Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:
 - a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.
 - b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.
 - c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer’s security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer’s facilities and records to verify Customer’s compliance with this Agreement. Any such audit will take place only during Customer’s normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance (“Notice”); (b) If Customer’s security requirements are not met and upon Manufacturer’s request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer’s compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer’s expense.
 - d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.
 - e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer’s state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.
 - f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.





- g. **Customer.** Customer is the “Ordering Activity”, defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.
- h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.
- i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.
- j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer’s order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer’s Terms are hereby deemed to be deleted.
- l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.
- m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.
- n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer’s termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.
- o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture’s Terms unless expressly stated in Customer’s order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.
- p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

Incorporation of Manufacturer Terms. Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.





CLOUD SUBSCRIPTION AGREEMENT

This Cloud Subscription Agreement (“Cloud Subscription Agreement”) is by and between Appian Corporation, with its principal offices at 11955 Democracy Drive, Reston, Virginia 20190 (“Appian”) and the Subscriber identified on the applicable Order Form. This Cloud Subscription Agreement is effective as of the last date this Cloud Subscription 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 capitalized terms defined in the other sections of this Cloud Subscription 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 Cloud Subscription 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 in the general form set forth in Schedule 2 hereof.

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 **License.** During the term of the subscriptions that Subscriber purchases, Appian grants Subscriber a non-transferable, nonexclusive license 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 application, in which case Subscriber may only use the Cloud Offering in connection with the specified application.

2.2 **Restrictions.** Except to the extent expressly authorized 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 authorized by Appian 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 license 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 Cloud Subscription 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. 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 Cloud Subscription Agreement to use the Data as necessary to perform this Agreement. Appian shall backup the Data on a nightly basis. The Data shall be retained for at least twenty eight (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 shall designate up to two (2) Subscriber employees 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 authorized 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 licenses 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 unauthorized 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, authorized 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 authorized 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 Cloud Subscription 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.

a. **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.

b. **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.

c. **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 attached to this Cloud Subscription Agreement as Schedule 1 in connection with the Cloud Offering.

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** 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, INCLUDING BUT NOT LIMITED TO LOST PROFITS, AND (b) AGGREGATE LIABILITY OF GREATER THAN THE FEES ACTUALLY PAID BY SUBSCRIBER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. OBLIGATIONS UNDER SECTION 10 OF THIS CLOUD SUBSCRIPTION AGREEMENT AND SUBSCRIBER'S OBLIGATION TO MAKE PAYMENTS AS DUE SHALL NOT BE SUBJECT TO THE LIMITATION SET FORTH IN 9(b) ABOVE. IN ADDITION, DAMAGES ASSOCIATED WITH EITHER PARTY VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY, SHALL NOT BE SUBJECT TO THE LIMITATION SET FORTH IN SECTIONS 9(a) OR 9(b) ABOVE. 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 defense is sought hereunder, and provide Appian with sole control of the defense 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 license to use the infringing Offering and refund to Subscriber the amount of the then current subscription license fee that was pre-paid 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 defense is sought hereunder and will provide Subscriber with sole control of the defense 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 11955 Democracy Drive, 17th Floor, Reston, VA 20190, 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 laws of the Commonwealth of Virginia, excluding its principles of conflict of laws, and the controlling laws of the United States of America, as applicable. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in the County of Fairfax, Virginia in accordance with the Rules of the American Arbitration Association ("AAA") by a single arbitrator to be designated by AAA, and judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any decision by the arbitrator shall be final and binding, and except in cases of fraud or gross misconduct by the arbitrator, the decision rendered shall not be appealable.

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 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 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 for such application, which may be distributed via Appian.com.

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 this Cloud Subscription Agreement, this Cloud Subscription Agreement shall take precedence unless the Order Form expressly identifies select provisions of this Cloud Subscription 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 SIGNING BELOW.

SUBSCRIBER

APPIAN CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____



Appian Cloud Service Level Agreement

1. **DEFINITIONS-** The terms defined in this Section 1 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. Subscriber’s level of Service (Standard or Premier) will be identified in Subscriber’s Order Form.

a. **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.

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

c. **High Availability** - High Availability means that Subscriber’s production instance of the Cloud Offering will be provided simultaneously through three Availability Zones without a single point of failure. (Appian’s standard Cloud Offering provides service through a single Availability Zone only.) Each Availability Zone will be located in the Subscriber’s selected region. Appian will maintain such servers and storages necessary to keep up to date with Subscriber’s applications and data in order to operate Subscriber’s Cloud Offering in such three Availability Zones. As a part of the High Availability Offering, Appian will provide Subscriber with a Recovery Point Objective (RPO) of 1 minute and a Recovery Time Objective (RTO) of 15 minutes. RPO means that the Subscriber data restored to the High Availability Cloud Offering will be no older than 1 minute 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 15 minutes in the event of unscheduled unavailability of the Cloud Offering for any reason within the control of Appian or Appian’s service providers. 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 100% Service Credit against the Premier Support (including High Availability for Production) fees payable for that month.

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

i. **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.

ii. **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.

iii. **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.

iv. **Priority 4 Issue** means all other issues which are not Priority 1, 2 or 3.

e. **Proactive Guidance** means advice from an Appian lead engineer on issues that may affect performance of Subscriber’s instance of the Cloud Offering.

2. **SERVICE OBLIGATIONS** - Appian’s service obligations are dependent on Subscriber’s level of Service, as set forth in the following chart:

Type	Standard	Premier
Maintenance Services contacts	2	12
Online case management	☑	☑
Phone support	☑	☑
Live screen sharing	☑	☑
Discussion forums	☑	☑
Knowledge base	☑	☑
Business hours support	☑	☑
24x7x365 support		☑
High Availability for Production RTO: 15 minutes RPO: 1 minute		☑
Lead engineer		☑
Proactive Guidance		☑
New release planning		☑
Bring Your Own Encryption Key		☑
Enhanced Data Pipeline*		☑
Log Streaming*		☑

*features are described at docs.appian.com

Case Severity	Standard Response Time	Premier Response Time
Priority 1	<1 business hour	<15 minutes (24x7x365)
Priority 2	<2 business hours	<1 hour (24x7x365)
Priority 3	<8 business hours	<3 business hours
Priority 4	<12 business hours	<6 business hours

a. **Response Measurements** - Appian will use commercially reasonable efforts to respond to Issues within the response times listed. 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. 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). Business hours are 8:00 a.m. to 8:00 p.m. (US ET), Monday through Friday, excluding Appian holidays.

b. **Availability** - 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 service hours, Appian will provide Subscriber with a credit of the percentage of the applicable monthly subscription fee 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*
Priority 1	<99.95% but ≥ 99.0%	10%
	<99.0%	30%
Priority 2	<99.0%	15%

*Credit percentages are as a percentage of monthly applicable Subscription Fee. 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.

c. **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.

d. **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 resources allocated under the applicable Order Form, as described in the configuration and associated infrastructure section of the Order Form.

e. **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.