

**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

APPIAN CORPORATION

A. APPIAN CORPORATION LICENSE, WARRANTY AND SUPPORT TERMS

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

- a. "Agreement" means these Attachment A terms and conditions and the attached schedules.
- b. "Appian" means Appian Corporation.
- c. "Appian Software" means an object code version of the software application, the Documentation and all updates, new versions, enhancements and corrections to the Appian Software received by Ordering Activity under this Agreement.
- d. Reserved.
- e. "Correction" means, without limitation, workarounds, support releases, component replacements, patches and/or Documentation changes, as Appian deems reasonably appropriate.
- f. "Ordering Activity" means Ordering Activity identified in the applicable Order who receives a licenses and/or services under this Agreement.
- g. "Ordering Activity Computers" means the stand alone or file server computers owned by and under Ordering Activity's exclusive control.
- h. "Documentation" means the specifications, use case scenarios and instructions for the proper use of the Appian Software provided under the documentation section of the Appian Forum website, <https://forum.appian.com> or other URL as notified to Ordering Activity in writing from time to time and provided for informational purposes only. .
- i. "Maintenance Services" is as defined in Section A(3) below.
- j. "Named User" means an employee, subcontractor or consultant of Ordering Activity, who (i) is compliant with the terms herein, and (ii) has an active user account in the Appian Software allowing him/her to authenticate into the Appian Software.
- k. "Order" means a purchase order from Ordering Activity.
- l. "Party" means, individually, Ordering Activity or Contractor, and "Parties" means Ordering Activity and Contractor, collectively.
- m. "Release" means a new version of the Appian Software identified by a decimal point move in the version number in the tenths place (e.g. 5.1 to 5.2). In the event of a full integer move in the version number (e.g. 5.7 to 6.0), the new integer number (6.0) will be considered the current Release.
- n. "Training" is as defined in Section A(5) of this Agreement.

2. SOFTWARE LICENSE GRANT:

- a. General. Subject to Ordering Activity's compliance with the terms herein and payment of a corresponding sublicense fee, Appian grants Ordering Activity a personal, non-transferable, non-exclusive license, without right of sublicense, to allow certain access and use of the Appian Software, as more particularly described in this Agreement and in the applicable Order. Except as expressly set forth herein, Ordering Activity may only install the Appian Software on Ordering Activity Computers.
- b. License Administrator. The Ordering Activity employee listed in the applicable Order (the "License Administrator") is responsible for configuring the Appian Software to authorize Named Users to access and use the Appian Software. Ordering Activity may change its License Administrator to another Ordering Activity employee, provided one of Ordering Activity's Maintenance Services contacts, as defined in Section A(3)(b) of this Agreement first submits the name of Ordering Activity's new License Administrator to Appian's online technical support case management system.
- c. Copies of the Appian Software. Ordering Activity may make a reasonable number of copies of the Appian Software as necessary for Ordering Activity to use the licenses purchased under this Agreement, subject to the restrictions of FAR 52.227-14. All proprietary and restricted rights notices shall be reproduced on such copies, and all copies are subject to this Agreement.
- d. Third Party Hosting. Ordering Activity may operate the Appian Software at a third party co-location facility, provided Ordering Activity: (i) notifies Appian of the address and name of the entity operating the co-location facility ("Hosting Entity"), (ii) authorizes Appian to share the name and address of the Hosting Entity with Appian's licensors, and (iii) Ordering Activity and the Hosting Entity enter into a written agreement in which the

Hosting Entity agrees: (I) to store and/or load the Appian Software only on computers and media that are reasonably secure from unauthorized access, (II) only to operate the Appian Software to make it available to Ordering Activity over the Internet or other transmission medium and not for any other purpose, and (III) not to attempt to reverse engineer, disassemble, decompile or otherwise attempt to derive the source code from the Appian Software.

- e. License Keys. Ordering Activity must provide Appian with the following information for every Ordering Activity Computer and, if applicable, for every computer used by a Hosting Entity, to operate the Appian Software: (i) a fully qualified domain name (FQDN) owned by Ordering Activity, (ii) the operating system, and (iii) the number of CPUs. A CPU is a single central processing unit, and each core of a multi-core processing unit shall equal one CPU. Appian will use this information to develop a license key and/or enabling code ("License Key") that will allow the Appian Software to operate only on Ordering Activity Computers having a matching domain name, operating system and CPU cores. The License Key will allow Ordering Activity to use the Appian Software up to the number and type of licenses purchased.
- f. Deleted.
- g. Restrictions.
 - (i) General. Ordering Activity may not reverse engineer, decompile (or otherwise attempt to access or determine the source code of the Software). In addition, except as expressly set forth in this Agreement, Ordering activity may not, modify, adapt or prepare any derivative works from the Appian Software, or any part thereof, nor allow, permit or assist any third party to do any of the foregoing (except to the extent any of the foregoing are permitted by the licensing terms governing use of any open sourced components included with the Appian Software). Ordering Activity agrees not to modify or tamper with the License Key or to attempt to manipulate the number of licenses counted by the License Key. In addition, Ordering Activity may not: (I) re-distribute or sublicense the Appian Software, or any part thereof, to any third party, (II) create Internet "links" to the Appian Software or "frame" or "mirror" any content available on the Appian Software on any other server or wireless Internet-based device, (III) operate the Appian Software on a service bureau basis, or (IV) allow, assist or permit any third party to do any of the foregoing.
 - (ii) Permitted Usage. Ordering Activity is authorized to use the Appian Software for its general business purposes, subject to the terms and conditions of this Agreement. Ordering Activity acknowledges that the Appian Software is not designed to be used in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Appian Software or the failure of the Appian Software, could lead to death, personal injury, or severe physical or environmental damage. Ordering Activity agrees not to use the Appian Software for any such purpose.
 - (iii) Named User Accounts. Only the identified individual associated with a particular Named User account can access the Appian Software, or the data therein, using that account. Without limiting the generality of the foregoing, this means that Named User accounts may not be: (I) shared amongst individuals or (II) used to provide access to the Appian Software, or the data therein, to individuals who are not the individual associated with the corresponding Named User account. In addition, Ordering Activity may not activate and de-activate Named User accounts on a daily or other regular basis in order to circumvent the restrictions set forth herein. Named User licenses may be reassigned from time to time to new users who are replacing former users who have terminated employment or who have otherwise changed job status or function and no longer use the Appian Software
 - (iv) Use by Named Users. Ordering Activity shall limit access to the Appian Software to its Named Users (a) who have a need to know the Appian Software in the normal course of their duties with Ordering Activity, and (b) who are subject to binding confidentiality obligations with the Ordering Activity. Ordering Activity is responsible for ensuring that any Named User complies with this Agreement.
 - (v) Open Source Code. Ordering Activity may not, and will not authorize any third party to use, any Open Source Software in connection with the Appian Software in any manner that requires, pursuant to the license applicable to such Open Source Software, that the Appian Software be (I) disclosed or distributed in source code form, (II) made available free of charge to recipients, or (III) modifiable without restriction by recipients. For the purposes hereof, "Open Source Software" means any software which is subject to any of the following license terms: (A) prohibition on imposing restrictions on distribution of the software or any derivatives thereof or prohibition on imposing restrictions on aggregation with any other software; (B) prohibition on requiring royalties, fees or charges for the software or any derivatives thereof; (C) requirement to include and/or allow distribution of the software or any derivatives thereof in source code; or (D) requirement to grant users or licensees the right to access any source code of the software or any derivatives thereof.
 - (vi) Use by Standard/Term Named Users. A Standard/Term Named User license allows a specific Named User to access the Appian Software an unlimited number of times during the term specified in the Order. The term shall commence as of the date of the corresponding Order. During this period, Ordering Activity shall receive (I) a license to allow the number of Standard/Term Named Users listed in the corresponding Order to use the Appian Software in accordance with this Agreement, and (II) associated standard Maintenance Services.
 - (vi) Use by Fractional Named Users. A Fractional Named User license allows a specific Named User to access and use the Appian Software for up to one hundred (100) Sessions per year, in perpetuity. A Named User receiving a Fractional Named User license is referred to as a Fractional Named User. A Session is counted each time a Fractional Named User (I) authenticates into any one (1) copy of the Appian Software for two (2) hours or less, and (II) for each additional two (2) hour period, or part thereof, a Fractional Named User has access to the Appian

Software after the initial two (2) hours following authentication. A Fractional Named User's usage session shall expire two hours following the initial authentication in any two hour usage block. For the avoidance of doubt, only one Session will be counted if a Fractional User authenticates into the Appian Software multiple times within two hours of the initial authentication. The number of Sessions shall be calculated on an annual basis, with the first year commencing upon the effective date of the corresponding Order, and with each subsequent one year period commencing upon the then current anniversary of the effective date of the corresponding Order. New orders for Fractional Named User licenses will not be accepted.

- (vii) Use by Fractional/Term Named Users. A Fractional/Term Named User license allows a specific Named User to access and use the Appian Software for up to one hundred (100) Sessions per year during the term described in the applicable Order. The term shall commence as of the effective date of the corresponding Order. During this period, Ordering Activity shall receive (I) a license to allow the number of Fractional/Term Named Users purchased in the applicable Order to use the Appian Software in accordance with the Agreement, and (II) associated standard Maintenance Services. A Session is counted each time a Fractional/Term Named User authenticates into any one (1) copy of the Appian Software. An additional Session will be counted for each additional two (2) hour period, or part thereof, a Fractional/Term Named User has access to the Appian Software after the initial two (2) hours following authentication. A Fractional/Term Named User's usage session shall expire two hours following the initial authentication in any two hour usage block. For the avoidance of doubt, only one Session will be counted if a Fractional User authenticates into the Appian Software multiple times within two hours of the initial authentication. The number of Sessions shall be calculated on an annual basis, with the first year commencing upon the effective date of the corresponding Order, and with each subsequent one year period commencing upon the then current anniversary of the effective date of the corresponding Order. Fractional/Term Named User license .are only available for renewal to existing orders. New orders for Fractional/Term Named User license will not be accepted. In the event that purchase of Fractional/Term Named User licenses is lapsed or discontinued, reinstatement will not be permitted.
- (viii) Use of External Log-ons. An External Log-on entitles an End User to access the Appian Software for up to two (hours) at any time following the one (1) year period after its purchase. External Log-ons not used during the corresponding one (1) year term expire. External Log-ons must be renewed or cancelled in the same quantity as the initial External Log-on purchase, unless otherwise agreed to by Contractor and Ordering Activity in writing. An External Log-on is counted each time an End User (I) authenticates into any one (1) copy of the Appian Software for two (2) hours or less, and (II) for each additional two (2) hour period, or part thereof, an End User has access to the Appian Software after the initial two (2) hours following authentication. An End User's usage session shall expire two hours following the initial authentication in any two hour usage block. For the avoidance of doubt, only one External Log-on session will be counted if a particular End User authenticates into the Appian Software multiple times within two hours of the initial authentication. For the purposes of this paragraph, an "End User" is a third party who is not an Ordering Activity employee, contractor, or subcontractor. External Log-ons are non-transferable, non-sublicensable, and non-exclusive. An End User may only access the Appian Software made available by Ordering Activity over the Internet via a password and username. Prior to accessing the Appian Software, an End User must first accept binding and written legal terms and conditions with Ordering Activity which: (A) contain terms which are the same or substantially similar to those set forth herein, and (B) do not contain any other terms that would have the effect of overriding, contradicting or diluting the effect of the terms set forth herein. Contractor will not refund any External Log-on license fee to the extent the corresponding External Log-ons are not used prior to the end of the applicable license term. Ordering Activity must purchase a separate set of External Log-ons for each copy of the Appian Software that Ordering Activity uses to make the Appian Software available to End Users.
- (ix) Use of Internal Log-ons. An Internal Log-on entitles a specific Named User to access the Appian Software for up to two (hours) at any time following the one (1) year period after its purchase. Internal Log-ons not used during the corresponding one (1) year term expire Internal Log-ons must be renewed or cancelled in the same quantity as the initial Internal Log-on purchase unless otherwise agreed to by Contractor and Ordering Activity in writing. An Internal Log-on is counted each time a Named User (a) authenticates into any one (1) copy of the Appian Software for two (2) hours or less, and (b) for each additional two (2) hour period, or part thereof, the Named User has access to the Appian Software after the initial two (2) hours following authentication. A Named User's usage session shall expire two hours following the initial authentication in any two hour usage block. For the avoidance of doubt, only one Internal Log-on session will be counted if a particular Named User authenticates into the Appian Software multiple times within two hours of the initial authentication. Contractor will not refund any Internal Log-on license fee to the extent the corresponding Internal Log-ons are not used prior to the end of the applicable license term. Ordering Activity must purchase a separate set of Internal Log-ons for each copy of the Appian Software that Ordering Activity makes available to Named Users on a Log-on basis. Internal Log-Ons are only available for renewal to existing orders. New orders for Internal Log-Ons will not be accepted. In the event that purchase of Internal Log-Ons is lapsed or discontinued, reinstatement will not be permitted.
- (x) Use of Cloud Add On. If the Ordering Activity has already purchased On-premise or Cloud licenses in an Order, the Ordering Activity may purchase under a separate order an Add On Edition, which allows the number full/fractional users purchased in the applicable Order to use the Appian Software provided over the Internet, subject to the Cloud Subscription License terms described in Section B of this Agreement. Add On is limited to Non Production use only.
- (xi) Licensors. The Appian Software contains software licensed to Contractor from certain third party licensors ("Third Party Licensors"). Any warranty provided in connection with the Appian Software, if any, is from Contractor, not the Third Party Licensors, and the Third Party Licensors make no warranty to Ordering Activity in connection with the Appian Software, including the implied warranties of merchantability or fitness for a particular purpose. To the extent permitted under applicable law, the Third Party Licensors are not liable for any damages of any kind resulting from

Ordering Activity's use of the Appian Software, including without limitation, direct, indirect, consequential, incidental, and special damages.

(xii) Rights and Obligations upon Termination. Upon the termination of Ordering Activity's license, Ordering Activity must cease using the Appian Software and the Appian Community Website. Within five (5) business days after such termination, Ordering Activity must return to Contractor all originals and all copies of the Appian Software in Ordering Activity's care, custody or control. Ordering Activity will certify to Contractor that it has complied with the foregoing requirements. The foregoing obligations apply to copies of the Appian Software in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or combined with other materials.

(xiii) Usage. If Ordering Activity's use of the Appian Software is found to be greater than that contracted for, Ordering Activity shall pay Contractor the additional amounts due based upon Contractor's then current contract price for the Appian Software under the applicable Order.

h. Intellectual Property Rights. The Appian Software is Commercial computer software provided pursuant to FAR 52.227-14. This includes all software minor modifications of a type typically delivered to commercial customers (enhancements). Any non software deliverables provided under this Agreement containing Appian's copyrighted material is provided as Limited rights data specified in FAR 52.227-14. The Appian Software and other Appian copyright material provided under this Agreement is licensed to the Ordering Activity, not sold. All rights in the Appian Software or other Appian copyrighted material not provided to Ordering Activity under this Agreement are expressly retained by Appian and its licensors.

3. MAINTENANCE AND SUPPORT SERVICES:

Subject to the terms and conditions of this Agreement, including without limitation Ordering Activity paying the Contractor the required Maintenance Services fee, Contractor shall make available to Ordering Activity the services described in this Section 3 (the "Maintenance Services") during the period set forth in the applicable Order. Additional terms associated with the Ordering Activity's purchase of Maintenance Services is contained in Schedule 1 of this Agreement, which is attached hereto.

- a. Defect Correction. When Ordering Activity reports a suspected Defect in the Appian Software Appian shall attempt to recreate the suspected Defect based upon information provided by Ordering Activity. If the Defect is confirmed, commercially reasonable efforts will be utilized to provide Ordering Activity with a Correction. For the purpose herein, a "Defect" is a failure of the Appian Software used by Ordering Activity to operate substantially in accordance with the then current Documentation. To the extent Ordering Activity purchases Maintenance Services in connection with an on premise license to the Appian Software, Appian is responsible for correcting Defects in only the most recent Release of the Appian Software; provided however, that Appian shall continue supporting the immediately preceding Release for a reasonable period sufficient to allow Ordering Activity to implement the newest Release. To the extent Ordering Activity purchases a cloud subscription license to the Appian Software, Appian is responsible for correcting Defects in only the version of the Appian Software made available by Appian on the hosted environment. Ordering Activity must implement all Corrections within a reasonable time of receipt.
- b. Technical Support. Appian shall provide Technical Support to allow Ordering Activity's Maintenance Services contacts to report problems and to seek assistance regarding the Ordering Activity's use of the Appian Software. Ordering Activity shall designate up to two (2) Ordering Activity employees to coordinate Ordering Activity's requests for Maintenance Services ("Maintenance Services contacts"). Ordering Activity's Maintenance Services contacts may report problems using Appian's online technical support case management system (<https://forum.appian.com/support/> or other URL as notified to Ordering Activity in writing from time to time), by telephone using Appian's authorized technical support phone line, (703) 442-1066 (or such other number that Appian may provide to Ordering Activity from time-to-time), or using any other means that Appian may authorize from time-to-time. Appian shall return support requests within a commercially reasonable time after receipt. Ordering Activity's Maintenance Services contacts may track Technical Support requests using Appian's case management system. To the extent Ordering Activity purchases Maintenance Services in connection with an on premise license to the Appian Software, Technical Support is provided on the two (2) most recent Releases, provided, however, that Appian shall continue supporting the third most recent Release for a reasonable period sufficient to allow Ordering Activity to implement the newest Releases. To the extent Ordering Activity purchases a cloud subscription license to the Appian Software, Appian is responsible for correcting Defects in only the version of the Appian Software made available by Appian on the hosted environment. Technical Support is available 8:00 a.m. to 8:00 p.m. (ET), Monday through Friday, excluding Appian holidays. Ordering Activity shall email support@appian.com (or address as notified to Ordering Activity in writing from time to time) with Ordering Activity's Maintenance Services contacts promptly on or after the effective date of the applicable Order Form. Ordering Activity may change its Maintenance Services contacts using Appian's case management system.
- c. Updates. Appian will promptly make available to Ordering Activity all updates, enhancements and corrections to the Appian Software generally released by Appian to its other licensees who have purchased maintenance services for the Appian Software, including all relevant documentation ("Maintenance Releases"). Neither Contractor nor Appian is obligated to provide installation, implementation or testing services in connection with the Maintenance Releases. Maintenance Releases are part of the Appian Software and subject to this Agreement. Appian is not obligated to release a Maintenance Release during any particular Maintenance Services term.
- d. Appian Community Website. Appian shall provide Ordering Activity with reasonable access to appropriate areas of Appian's community website, currently named Appian Forum and located at

<https://forum.appian.com>. This website provides Ordering Activity with access to the Appian Software, Maintenance Releases, online discussion forums and Documentation.

- e. Premium Support. If Ordering Activity purchases premium Maintenance Services in connection with its on premise licenses, in addition to the Defect Correction, Technical Support, Updates and the Appian Community Website described above, Appian shall provide Ordering Activity with the additional services described below. Only standard Maintenance Services are provided in connection Cloud subscription licenses.
 - (i) Extended Support for Priority 1 Issues. Appian shall provide Ordering Activity with Technical Support, 24x7, 365 days per year in connection with Priority 1 Issues. A Priority 1 issue occurs when the Appian Software is down in a production setting and no workaround exists, or the workaround is not feasible to implement due to the impact on Ordering Activity's business. Appian shall respond by telephone to Ordering Activity's request for Technical Support in connection with a Priority 1 issue within one (1) hour of receipt.
 - (ii) Additional Maintenance Services contacts. Ordering Activity may designate an additional two (2) Maintenance Services contacts (for a total of four (4) Maintenance Services contacts).
- f. Ordering Activity Obligations. Ordering Activity shall cooperate with Appian's reasonable requests in connection with providing the Maintenance Services, including, without limitation, by providing Appian with timely access to data, information and personnel of Ordering Activity. Ordering Activity is responsible for the accuracy and completeness of all data and information provided to Appian in connection with the Maintenance Services.
- g. Excluded Items. Maintenance Services do not include on-site or in-person assistance or consultation, or extensive training that would normally be provided in formal training classes. In addition, Maintenance Services shall not include Technical Support (beyond an initial response) or Defect Correction to the extent required as a result of the following:
 - (i) For on-premise licenses to the Appian Software, malfunction of the computer system and communications network on which Ordering Activity has installed and is using the Appian Software;
 - (ii) Use of the Appian Software contrary to the terms of the then current Documentation;
 - (iii) Modifications, enhancements or customizations of the Appian Software;
 - (iv) Any use of the Appian Software in disregard of any known adverse consequences, including without limitation Ordering Activity's failure to make appropriate backups or to follow warning messages and other written instructions; or
 - (v) Any other cause not attributable to Contractor or Appian.

4. MAINTENANCE SERVICES FEE:

Perpetual Named User licenses and Perpetual Fractional Named User licenses: Ordering Activity must purchase Maintenance Services on all Perpetual Named User licenses and Perpetual Fractional Named User licenses for the initial Maintenance Services term (the one (1) year period immediately following the effective date of the Order under which the corresponding licenses are purchased). The Maintenance Services fee for the initial term of Maintenance Services is the percentage of the underlying license fee set forth in the applicable Order (Maintenance Services Percentage). Maintenance Services renewals must be exercised on an all or nothing basis (Ordering Activity may not renew Maintenance Services on only a portion of the Perpetual Named User licenses and Perpetual Fractional Named User licenses). Maintenance Services must be purchased on all Perpetual Named User licenses for the initial Maintenance Services term (the one (1) year period immediately following the effective date of the Order under which the licenses are purchased). Ordering Activity must purchase the same type of Maintenance Services (standard or premium) on all perpetual Named User licenses. The Maintenance Services term for perpetual Named User licenses shall renew if agreed upon by the Parties. If Ordering Activity discontinues the Maintenance Services for Perpetual Named User licenses at any time, the reinstatement shall be subject to a fee equal to 100% of the then current Maintenance Services fee under the GSA Schedule Contract multiplied by the number of years or any part thereof during which the Maintenance Services were discontinued. In the event that maintenance for Perpetual Fractional Named User licenses is lapsed or discontinued, reinstatement will not be permitted. Maintenance Services renewals must be exercised on an all or nothing basis (Ordering Activity may not renew Maintenance Services on only a portion of its Perpetual Named User licenses and/or Perpetual Fractional Named User licenses). The annual Maintenance Services fee for any renewal shall equal the then current GSA list price.

5. SERVICES:

a. TRAINING

Ordering Activity may purchase Appian's standard training courses, as described on Appian's website, www.appian.com/training ("Training"). Training is offered at Appian's headquarters, in Reston, Virginia or at Ordering Activity's location.

- i. Training at Appian Headquarters. Training offered at Appian's headquarters is available at the times listed in Appian's course calendar, also available on Appian's website, and is subject to space availability. Ordering Activity must order the number of corresponding Training Credits published for the selected course. Ordering Activities must order one (1) Training Credit for each student per day of Training. If the Ordering Activity purchases unique training, additional charges may apply for course development, course materials, etc. Additional terms associated with the Ordering Activity's purchase of Training are contained in Schedule 1 of this Agreement, which is hereby incorporated by reference.
- ii. Training at Ordering Activity Facility. Training offered at Ordering Activity's location will be provided at a time mutually agreed upon between the Parties. Ordering Activity must order one (1) Training Day for each day of Training, provided the maximum number of students for each Training class at the Ordering Activity's site will not exceed eight (8) students, unless additional student attendance is purchased up to a maximum of twelve (12) students per class. Travel

and per diem fees for Appian training personnel are not included in the Training fee and will be quoted as part of Appian's associated proposal. The allow-ability of such travel and per diem fees shall be in accordance with the Federal Travel Regulations. Additional terms associated with the Ordering Activity's purchase of Training is contained in Schedule 1 of this Agreement, which is hereby incorporated by reference.

6. LIMITED WARRANTY AND DISCLAIMER:

- a. Appian Software. Subject to the limitations set forth below, for a period of forty-five (45) calendar days following the date on which the Ordering Activity receives a License Key for the initial installation of the Appian Software (the "Warranty Period"), Contractor warrants that the Appian Software will operate in substantial conformance with its then current Documentation. If Ordering Activity notifies Contractor of a breach of this warranty during the Warranty Period, Appian will attempt to recreate the reported issue based upon information provided by the Ordering Activity. If Contractor or Appian is able to recreate the issue, Contractor's obligation and Ordering Activity's remedy is for Contractor to use commercially reasonable efforts to provide Ordering Activity with a Correction at no additional cost. If Contractor is unable to provide a Correction within a commercially reasonable time after Contractor reproduces the warranty issue, Contractor shall refund to Ordering Activity the amounts Ordering Activity paid for the non-conforming Appian Software, including any prepaid and unearned Maintenance Services fees. Notwithstanding the foregoing, Contractor is not liable for any alleged breach of this warranty caused by (i) failures due to Ordering Activity supplied computers or the operating environment on which the Appian Software resides, (ii) problems due to Ordering Activity's failure to implement currently available updates or upgrades, (iii) failures due to modifications or alterations of the Appian Software, (iv) Ordering Activity using the Appian Software contrary to the then current Documentation, or (v) Ordering Activity combining the Appian Software with materials, hardware or data not contemplated by the parties or approved by Appian, in writing.
- b. Maintenance Services, Training. Subject to the limitations set forth below, Contractor warrants that it shall perform through Appian the Training, and Maintenance Services, as applicable, in a professional and workmanlike manner consistent with prevailing industry practices. In the event of a breach of this warranty, Contractor's obligation and Ordering Activity's remedy is for Appian to use commercially reasonable efforts to re-perform the defective Training, or Maintenance Services, as appropriate, at no additional cost. If Contractor is unable to re-perform the applicable Training, or Maintenance Services, within a commercially reasonable time after Ordering Activity notifies Contractor of the corresponding breach of this warranty, Contractor shall refund to Ordering Activity the amount Ordering Activity paid for the defective Training, or Maintenance Services, as the case may be. Ordering Activity must notify Contractor of any breach of this warranty, in writing, within five (5) business days after the defective Training, or Maintenance Services, as applicable, are provided to Ordering Activity.
- c. Warranty Disclaimer. THE FOREGOING WARRANTIES ARE THE ONLY EXPRESS WARRANTIES PROVIDED BY CONTRACTOR IN CONNECTION WITH THE APPIAN SOFTWARE, TRAINING, AND MAINTENANCE SERVICES. CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES IMPLIED FROM CUSTOM, USAGE IN TRADE OR COURSE OF DEALING. THE APPIAN SOFTWARE, TRAINING, AND MAINTENANCE SERVICES ARE PROVIDED "AS IS" WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTION, QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH ORDERING ACTIVITY. ORDERING ACTIVITY ACKNOWLEDGES THAT THERE IS NO WARRANTY AGAINST INTERFERENCE WITH ENJOYMENT OR INFRINGEMENT IN CONNECTION WITH THE APPIAN SOFTWARE, TRAINING, OR MAINTENANCE SERVICES. CONTRACTOR DOES NOT WARRANT THAT THE APPIAN SOFTWARE IS FREE FROM ERROR OR WILL FUNCTION WITHOUT INTERRUPTION.

7. LIMITATION OF LIABILITY

i) Exclusion of Consequential Damages. EXCEPT FOR A) A CLAIM OF IP INFRINGEMENT HEREUNDER, OR B) AS PROVIDED IN 7.(iii) BELOW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES PROVIDED HOWEVER, THAT IN THE EVENT ORDERING ACTIVITY MAKES UNAUTHORIZED COPIES OF THE SOFTWARE, CONTRACTOR SHALL BE ENTITLED TO RECOVER THE FULL AMOUNT OF ANY LICENSE FEES THAT WOULD RELATE TO SUCH COPIES.

ii) LIMITATION OF DIRECT DAMAGES. EXCEPT FOR A) A CLAIM OF IP INFRINGEMENT HEREUNDER, OR B) AS PROVIDED IN 7.(iii) BELOW, THE AGGREGATE AND CUMULATIVE LIABILITY OF CONTRACTOR AND LICENSORS FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY ORDERING ACTIVITY UNDER THE ORDER GIVING RISE TO SUCH LIABILITY, AND IF SUCH DAMAGES RELATE TO PARTICULAR SOFTWARE, TRAINING, OR MAINTENANCE SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT SOFTWARE. TRAINING, OR MAINTENANCE SERVICES GIVING RISE TO THE LIABILITY.

iii) Non-Applicability to Statutory or Regulatory Rights. Nothing herein shall operate to impair or prejudice the U.S. Government's right (a) to recover for fraud or crimes arising out of or relating to this Agreement under any Federal fraud statute, including without limitation the False Claims Act (31 USC §§3729 through 3733), or (b) to express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into this contract, including without limitation the GSAR 552.215-72 Price Adjustment – Failure to Provide Accurate Information (August 1997) or GSAR 552.238-75 Price Reductions (May 2004) Alternate I (May 2003).

8. INTELLECTUAL PROPERTY INFRINGEMENT

a. If a third party makes a claim against Ordering Activity that the Appian Software directly infringes any patent, copyright, or trademark or misappropriates any trade secret ("IP Claim"); Contractor will to the extent permitted by 28 U.S.C. 516 (i) assist in defending Ordering Activity against the IP Claim at Contractor's cost and expense, and (ii) pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Ordering Activity by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Contractor arising out of such IP Claim; provided that: (I) Ordering Activity promptly notifies Contractor in writing no later than sixty (60) days after Ordering Activity's receipt of notification of a potential claim and (II) Ordering Activity provides Contractor, at Contractor's request and expense, with the assistance, information and authority necessary to perform Contractor's obligations under this Section. Notwithstanding the foregoing, Contractor shall have no liability for any claim of infringement based on (I) the use of a superseded or altered release of the Appian Software if the infringement would have been avoided by the use of a current unaltered release of the Appian Software, (II) the modification of the Appian Software, (III) the use of the Appian Software other than in accordance with the then current Documentation or this Agreement, or (IV) any materials or information provided to Contractor by Ordering Activity, for which Ordering Activity shall be solely responsible.

b. If the Appian Software is held to infringe or are believed by Contractor to infringe, Contractor shall have the option, at its expense, to (i) replace or modify the Appian Software to be non-infringing, or (ii) obtain for Ordering Activity a license to continue using the Appian Software. If it is not commercially reasonable to perform either of the foregoing options, then Contractor may terminate the license for the infringing Appian Software and refund the license fees paid for the Appian Software upon return of the Appian Software by Ordering Activity. This section states Contractor's entire liability and Ordering Activity's exclusive remedy for any claim of infringement; provided, however, if the license is for a cloud subscription described in Section B of this Agreement, then Appian shall only refund to Ordering Activity those license fees that were pre-paid and unearned at the time Appian terminates the license.

B. CLOUD SUBSCRIPTION LICENSE

Cloud Subscription licenses are governed by the terms and conditions associated with on-premise licenses listed above, plus the additional terms listed below. Additional terms associated with the Ordering Activity's license of Cloud Subscription licenses is contained in Schedule 1 of this Agreement, which is hereby incorporated by reference.

1. ADDITIONAL DEFINITIONS:

- a. "Data" means the data, information or material that Ordering Activity or its Named Users submit to the Service Providers under this Agreement.
- b. "Service Offering" means all of the following to the extent provided by Contractor under this Agreement: (i) the Appian Software as provided by the Service Provider's over the Internet; (ii) the information technology infrastructure used by the Service Providers to make the Appian Software available to Ordering Activity over the Internet; and (iii) standard Maintenance Services.
- c. "Service Providers" means Contractor, its licensors and third party hosting service providers who are responsible for making the Service Offering available to Ordering Activity over the Internet.
- e. "Subscription Start Date" means the date described in the applicable Order on which Ordering Activity is provided an initial user name and password and Ordering Activity is able to access the Service Offering through a connection to the Internet.

2. SUBSCRIPTION LICENSE:

- a. General. Subject to Ordering Activity's ongoing compliance with this Agreement and paying Contractor a corresponding subscription fee, commencing on the applicable Subscription Start Date and during the term of Ordering Activity's license to use the Service Offering, as described in the applicable Order, Contractor shall grant Ordering Activity a non-transferable, nonexclusive license, without right of sublicense, to access the Service Offering via a username and password over the Internet. Only Ordering Activity's Named Users may access and use the Service Offering. Ordering Activity must limit the number of Named Users and/or level of usage of the Service Offering, as applicable, to the number and type of licenses that Ordering Activity purchases.
- b. Extensions. Within Appian's reasonable discretion, Ordering Activity may add extensions to the Service Offering's capabilities, such as, but not limited to, components, plug-ins, external system integrations, and expressions ("Extensions"). Ordering Activity has sole responsibility for the support of these Extensions. Contractor is not responsible for any errors, unavailability or other failures in the operation of the Service Offering caused by Extensions, and Contractor's support and warranty obligations do not apply to any issues to the extent arising from an Extension.
- c. Limited Right to Change Logos and Marks. Ordering Activity may replace Appian's logos and marks appearing on the Service Offering's log-in web page and other web pages associated with the log-in page with Ordering Activity's marks and logos, provided these marks and logos do not violate the intellectual property rights of Service Providers or any third party. Ordering Activity agrees to promptly remove any such logos or marks that Appian rejects, in its reasonable discretion. Except as otherwise set forth above, Ordering Activity may not remove from the Service Offering, or alter, any of the trademarks, trade names, logos, patent or copyright notices or markings contained in the Service Offering, or add any other notices or markings to the Service Offering without Appian's express prior written consent.
- d. Prohibited Competitive Uses. Ordering Activity may not and will not authorize any third party to access the Service Offering for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
- e. Probing. Without Appian's express, prior written consent, Ordering Activity shall not and shall not allow anyone working on Ordering Activity's behalf to perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan in connection with the Service Offering. Ordering Activity shall not and shall not allow anyone working on Ordering Activity's behalf to use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as "Robots") in conjunction with the Service Offering.

3. RESPONSIBILITIES:

- a. Equipment and Software. At Ordering Activity's expense, Ordering Activity must provide Internet access, compatible software and compatible equipment to access and use the Service Offering. As a condition for accessing and using the Service Offering, Ordering Activity must comply with the system requirements that the Service Providers may disclose to Subscriber from time-to-time.
- b. Usage Policies. Ordering Activity and its Named Users must comply with all usage terms set forth herein, the applicable Order, and with any manuals, training materials, guides, specifications and associated support materials provided by the Service Providers in connection with the Service Offering, regardless of format.
- c. Passwords and Account Usage. Ordering Activity is responsible for maintaining the confidentiality of its account and password information, and for restricting access to its computers. Subject to the requirements of applicable law, Ordering Activity is responsible for all use of the Service Offering with Ordering Activity's usernames and passwords. In the event

of a breach of security, Ordering Activity agrees to immediately change its passwords and to promptly notify Appian of such breach in writing. Ordering Activity is responsible for all activity occurring under Ordering Activity's accounts.

- d. Reporting Unauthorized Use. Ordering Activity shall report to Appian immediately, and use reasonable efforts to stop immediately, any copying or distribution of the Service Offering in violation of this Agreement that is known or suspected by Ordering Activity. Ordering Activity shall notify Appian immediately of any unauthorized use of any password or account or any other known or suspected breach of security.
- e. Cooperation. Ordering Activity shall cooperate with Appian at all times during the implementation and servicing of the Service Offering.

4. DATA:

- a. General. Except to the extent of the Service Providers' rights in the Service Offering, neither Contractor nor Appian owns the Data. Ordering Activity is responsible for handling and processing all notices sent to Ordering Activity (or any Named User) by any third party claiming that the Data violates such party's rights including, without limitation, notices pursuant to the Digital Millennium Copyright Act.
- b. Transferring Data to the United States. Appian will provide the Service Offering using facilities and equipment located in the United States, and any Data may be transferred to the United States.
- c. Service Providers Use of the Data. Ordering Activity grants the Service Providers a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable right during the term of this Contract to use the Data as necessary to perform this Agreement. The Service Providers have the right, but not the obligation, to remove any Data from the Service Offering that may, in the Service Providers' sole discretion, violate this Agreement or that is otherwise objectionable.

5. SUSPENSION

Upon providing Ordering Activity with written notice, Appian may immediately temporarily suspend Ordering Activity's privilege to use the Appian Software, which suspension shall be without any liability to Appian if Appian has reason to believe (i) Ordering Activity use of the Appian Software will disrupt or threaten the use of the Appian Software, or (ii) there has been or may be a violation of the rights of a third party, violation of any applicable laws and regulations, breach of security, fraud, or misrepresentation in connection with Ordering Activity's use of the Appian Software.

6. Service Level Agreement.

Appian shall provide Ordering Activity with the limited remedies set forth in Schedule 2, which is hereby incorporated by reference.

SCHEDULE 1

Note: RENEWAL ORDERS ONLY indicates that the product is being discontinued, and is only available for renewal to existing orders. New orders will not be accepted. In the event purchase is lapsed or discontinued, reinstatement will not be permitted.

PRODUCT DESCRIPTIONS:

Part#	Description
APP7-PERP-NAMED-USER	Grants one Named User the right to use the Appian Software in perpetuity. Minimum purchase requirement is 100 Named Users. Subject to annual maintenance charges.
MAINT7- PERP-NAMED-USER MAINT7-PERP-FRCT-NAMED-USER	Maintenance for PERP-Named-User . Price is per Named User per year. Maintenance for APP7-Perp-Fct-Named-User, price is per fractional Named User per year. RENEWAL ORDERS ONLY.
MAINT7-PREM- PERP-NAMED-USER	Premium Maintenance for Appian 7 Perpetual Named User License. Price is per Named User per year.
MAINT7-PREM-PERP-FRCT-NAMEDUSER	Premium Maintenance for APP7-Perp-Fct-Named-User, price is per Named User per year. RENEWAL ORDERS ONLY.
APP7-CLOUD-STARTER OPTION	This add-on provides use of the Service Offering for non production use and can only be purchased in concert with an existing Appian On Premise License or Appian Cloud subscription. Set Up Fees apply to this add-on. Two (2) non-production instances of the Service Offering each with a maximum resource allocation of one (1) Amazon Elastic Compute Cloud Standard Large Instance 7.5 GB of memory, 4 EC2 Compute Units (2 virtual cores with 2 EC2 Compute Units each) or equivalent. Price is per year.
APP7-TERM-NAMED-USER	Grants one Named User the right to use the Appian Software for a 12 month term. A minimum of 100 Named User licenses is required. Price is per Named User per year. Standard maintenance is included in the annual price.
APP7-TERM-FRCT-NAMED-USER-	Grants one Named User up to one hundred (100) sessions per year. A session is counted each time a fractional Named User (a) authenticates into any one copy of the Appian Software for two hours or less, and (b) for each additional two hour period. Price is per Named User per year. Standard maintenance is included in the annual price. RENEWAL ORDERS ONLY.
APP7- TERM-EXTERNAL-LOG-ON	Appian On-Premise Term Logon License allows any number of External Users to use Appian Software on a per Logon basis for a 12 month term. A Log-on is counted per External User authentication into an Appian instance for 2 hrs or less & per each additional 2 hour period. Provides 10,000 Logons. Standard maintenance is included in the annual price.
APP7-TERM- INTERNAL-LOG-ON	Allows any number of Named Users to use the Appian Software up to one (1) year. Log On is each two (2) hour period. Purchased in blocks of 10,000. Price is per year. Standard maintenance is included in the annual price. RENEWAL ORDERS ONLY.
APP7-CLOUD-NAMED-USER	Grants one Named User the right to access and use the Service Offering an unlimited number of times in a twelve (12) month term. A minimum of 100 Named Users is required. Appian will provide one (1) production instance of the Service Offering with a maximum resource allocation of one Amazon Elastic Compute Cloud High-Memory Double Extra Large Instance 34.2 GB of memory, 13 EC2 Compute Units (4 virtual cores with 3.25 EC2 Compute Units each) or equivalent. Appian will provide two (2) non-production instances of the Service Offering each with a maximum resource allocation of one (1) Amazon Elastic Compute Cloud Standard Large Instance 7.5 GB of memory, 4 EC2 Compute Units (2 virtual cores with 2 EC2 Compute Units each) or equivalent. Standard maintenance is included in the annual price.
APP7-CLOUD-FRCT-NAMED-USER	Grants one Named User the right to access and use the Service Offering for up to 100 sessions during a 12 month term. A session is counted per Named User authentication into an Appian instance for 2 hrs or less and each additional 2 hr period. Appian will provide one (1) production instance of the Service Offering with a maximum resource allocation of one Amazon Elastic Compute Cloud High-Memory Double Extra Large Instance 34.2 GB of memory, 13 EC2 Compute Units (4 virtual cores with 3.25 EC2 Compute Units each) or equivalent. Appian will provide two (2) non-production instances of the Service Offering each with a maximum resource allocation of one (1) Amazon Elastic Compute Cloud Standard Large Instance 7.5 GB of memory, 4 EC2 Compute Units (2 virtual cores with 2 EC2 Compute Units each) or equivalent. Standard maintenance is included in the annual price. RENEWAL ORDERS ONLY.

APP7-CLOUD-EXTERNAL-LOGON-USER

Appian Cloud Logon License allows any number of External Users to use Appian SW on a per Logon basis for the 12 month term. Logon is counted per User logon to an Appian instance for 2 hrs or less & per additional 2 hr. period. Provides 10,000 Logons. Standard maintenance is included in the annual price.

APP7-CLOUD-INTERNAL-LOGON-USER

Appian Cloud Logon License allows any # of Internal Users to use Appian SW on a per Logon basis for the 12 month term. Logon is counted per User logon to an Appian instance for 2 hrs or less & per add'l 2 hr period. Provides 10,000 Logons. Standard maintenance is included in the annual price. RENEWAL ORDERS ONLY.

APP7-CLOUD-SETUP	One time set up fee per order of the Appian Software provided as part of the Service Offering.
ABM-TERM	Acquisition Business Management (ABM) is an integrated Acquisition Workbench for managing the business of acquiring goods and services. It consists of the Appian BPM suite, and the Acquisition Workbench comprising pre-built Process Models, Business Logic, Rules, Integrations, User Interfaces, Reports and Dashboards needed to purchase goods and services. The software license grant includes a purpose-based license for Appian Term Named User License and the Acquisition Workbench. Minimum purchase is 100 Named Users. ABM license is purpose based for the purpose stated on the Order. Includes maintenance for ABM and Cloud Named User licenses.
ABM-ON-PREMISE	Add on to Perpetual Named User licenses. Grants one Named User ABM for one year as add on to On Premise Perpetual license. Perpetual Named User Licenses are subject to maintenance charges in accordance with the Perpetual Named User License terms. Minimum purchase is 100 Named Users. ABM license is purpose based for the purpose stated on the Order. Perpetual Named User licenses are subject to additional maintenance charges.
APP7-CST-8-STUDENTS	One day of training at an Ordering Activity's facilities for a maximum of 8 students. Price is per day of standard Appian training, and does not include instructor travel or other direct expenses; ODCs include, but are not limited to development of customer unique curriculum, printing training materials for customer unique training.
APP7-CST-ADDL-STD	One (1) day of training at an Ordering Activity's facilities for one (1) additional student. Purchase of additional student days is valid only in conjunction with purchase of corresponding training days at an Ordering Activity facility, and may be purchased for a maximum of four (4) additional students per class. Does not include instructor travel or other direct expenses.
APP7-TRN-CREDIT-AT APPIAN	The Appian Training Credit permits one student to enroll in one day of an Appian published training course offered at Appian's training facility. Refer to www.appian.com for published training courses and dates. Maximum class size is 12 students. Price does not include other direct expenses. ODCs include, but are not limited to, development of customer unique curriculum, printing training materials for customer unique training.
APP7-TRN-CREDIT-PUBLIC	The Appian Public Training Credit permits is for one student to enrollment in one day of for an Appian published training course offered at locations other than Appian's Reston VA headquarters. One (1) Public Training Credit is equal to one (1) training day. Refer to www.appian.com for published training courses, locations and dates. Maximum class size is 12 students. Price is per day of Public Appian training, and does not include other direct expenses. ODCs include, but are not limited to, development of customer unique curriculum, printing training materials for customer unique training.

**Schedule 2
Cloud Service Level Agreement**

This Schedule 2 is governed by and subject to the Agreement to which it is attached. All capitalized terms not defined in this Schedule have the meanings ascribed to them in the Agreement.

1. **Service Level Agreement.** Subject to the exclusions set forth below and to the extent Ordering Activity is compliant with the Agreement, Appian warrants that Ordering Activity's production instance of the Service Offering will be available ninety-nine and one-half percent (99.5%) of the time on a monthly basis 24x7, 365 days per year. The Service Offering will be deemed available if a Named User is able to access the Service Offering's log-in page on the production instance and is able to log-in to the Service Offering using the Named User's then current password and username. Unavailability shall be deemed to commence once Ordering Activity reports a suspected lack of availability to Appian, and Appian, acting promptly and in good faith, confirms the lack of availability. The Service Offering shall be deemed available once Appian restores the operation of the Service Offering's log-in page.
2. **Limited Remedy.** Subject to the exclusions set forth herein, if availability falls below the 99.5% threshold identified above, Ordering Activity shall accrue a credit of the percentage of the then current monthly service fee, in the amount described in the table below (each such credit is referred to as a "Service Credit"). Appian will issue Ordering Activity a credit (or by check/wire if credit occurs in final service month) which will be applied to the invoice in the month following the applicable event.

Monthly cumulative availability less than 99.5%	Service Credits (% of applicable monthly service fee)
30 minutes	5%
31 – 90 minutes	10%
91 – 150 minutes	20%
151 – 210 minutes	30%
211 – 270 minutes	55%
Greater than 270 minutes	100%

Ordering Activity must request Service Credits, in writing, within thirty (30) calendar days after the unavailability. Service Credits are accumulated monthly with the monthly cumulative unavailability being reset to zero minutes at the beginning of each calendar month. Service Credits represent Ordering Activity's exclusive remedy and Appian's sole responsibility in connection with unavailability.

3. Exclusions. Downtime caused by any of the following situations shall not count as unavailability:
- (a) Any time the Service Offering is not available as a result of scheduled maintenance activities, Ordering Activity initiated maintenance or any other agreed-to scheduled downtime activity;
 - (b) Unavailability of the Service Offering due to modifications of the Service Offering by Ordering Activity or its agents, including the development of Extensions, unsupported programming, unsupported integrations or malicious activities; or
 - (c) Events outside Appian's reasonable control and not caused by Appian's fault or negligence as defined by FAR 52.212-4(f).