

MASTER ON PREMISE LICENSE AGREEMENT

This Master On Premise License Agreement (“Master Agreement”) is by and between **Appian Corporation** (“Appian”), located at 11955 Democracy Drive, Reston, Virginia 20190 and the Customer identified on the applicable Order Form. This Master Agreement is entered into as of the last date this Master Agreement is signed in the signature block below (“Effective Date”). Appian and Customer may be referred to individually as a “Party” or jointly as the “Parties.”

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

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

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

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

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

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

1.6 “**Order Form**” means one or more Order Forms signed by the Parties in the general form set forth in Schedule 2 hereof.

2. SOFTWARE LICENSE GRANT

2.1 **General.** Appian grants Customer a non-transferable, non-exclusive license, without right of sublicense, to allow certain access and use of the Appian Software, as more particularly described below and in the applicable Order Form. Customer agrees to use the Appian Software solely in connection with the specific purposes described in the applicable Order Form (the “Authorized Business Purpose”). If the applicable Order Form does not restrict the purposes for which Customer can use the Appian Software, Customer is authorized to use the Appian Software for its general business purposes, subject to this Agreement.

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

2.3 **Third Party Hosting.** Customer may operate the Appian Software at a third party co-location facility, provided Customer: (a) notifies Appian of the address and name of the entity operating the co-location facility (“Hosting Entity”), (b) authorizes Appian to share the name and address of the Hosting Entity with Appian’s licensors, and (c) Customer 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 Customer 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.

2.4 **License Keys.** Customer must provide Appian with the following information for every Customer computer and, if applicable, for every computer used by a Hosting Entity, using the Appian Software: (a) a fully qualified domain name (FQDN) owned by Customer, (b) operating system, and (c) number of CPUs. A CPU is a single central processing unit, and each core of a multi-core processing unit shall equal one CPU. Appian will use this information to develop a license key and/or enabling code (“License Key”) that allows the Appian Software to operate on computers matching the information supplied by Customer.

2.5 **Restrictions.** Customer may not reverse engineer or decompile the Appian Software, or any part thereof, nor allow, permit or assist any third party to do any of the foregoing (except 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). Except as expressly authorized in this Agreement, Customer may not modify, adapt or prepare any derivative works from the Appian Software, or any part thereof, nor allow, permit or assist any third party to do any of the foregoing. Customer agrees not to modify or tamper with the License Key or attempt to manipulate the number of licenses counted by the License Key. In using the Appian Software, Customer agrees to comply with all applicable laws and regulations. Customer acknowledges that the Appian Software is not designed to be used in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Appian Software or the failure of the Appian Software, could lead to death, personal injury, or severe physical or environmental damage. Unless expressly authorized by Appian in the applicable Order Form, Customer agrees not to use the Appian Software for any such purpose.

2.6 **User Accounts.** Only the identified individual associated with a particular User account can access the Appian Software, or the data therein, using that account. User accounts may not be shared among individuals, or used to provide access to the Appian Software to individuals who are not associated with a User account. Customer may not activate and de-activate User accounts on a daily or other regular basis in order to circumvent license restrictions. Customer is responsible for ensuring that any User complies with this Agreement and for any violations of this Agreement by its Users. To the extent that Customer configures the Appian Software to be accessed or used through a separate system or interface (e.g. “headless”), users of the Appian Software through such

separate system or interface must be licensed under this Agreement, regardless of whether such person has a User account or authenticates into the Appian Software. If Customer exceeds the number of licensed Users set forth in the effective Order Form(s), Customer shall purchase such additional User licenses necessary to bring Customer into compliance, with the date of such purchase retroactive to most recent Order Form between the Parties and for a term equal to the longer of the remainder of the term of Customer's current license or one year. Such additional User licenses shall be at Appian's current list fees irrespective of any discounts offered to Customer in any Order Form.

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

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

3. MAINTENANCE AND SUPPORT. Subject to the terms and conditions of this Agreement, Appian shall provide Customer with the services described in Schedule 1 (the "Maintenance Services") during the period set forth in the applicable Order Form.

4. CONFIDENTIAL INFORMATION

4.1 Definitions. A Party disclosing Confidential Information to the other Party is referred to as the "Discloser". A Party receiving Confidential Information from the other Party is referred to as the "Recipient". "Confidential Information" means any information (a) disclosed in writing by the Discloser to the Recipient and marked confidential, (b) disclosed orally by the Discloser to the Recipient, identified as Confidential Information at such time, and summarized in writing by the Discloser to the Recipient within thirty (30) calendar days of such oral disclosure, (c) the Appian Software and the contents of the Appian Community Website, (d) the terms of this Agreement (except as may be necessary to enforce the terms hereof), and (e) information and documentation that should be reasonably understood to be confidential under the circumstances of disclosure or the nature of the information disclosed.

4.2 Restrictions. The Recipient will protect the Confidential Information from unauthorized use and disclosure using the same means it uses to protect its own information and data of like importance, but in no event using less than a reasonable degree of care. The Recipient may only use the Confidential Information as expressly permitted in this Agreement. The Recipient may only disclose the Confidential Information to its employees, subcontractors and consultants (a) who have a need to know in order for the Recipient to perform its obligations under this Agreement or to use the rights received under this Agreement, as applicable, and (b) who are subject to binding confidentiality obligations with the Recipient that are at least as restrictive regarding limitations on use and disclosure as those in this Section 4. The Recipient will immediately notify the Discloser of any unauthorized use or disclosure of the Confidential Information. The Recipient agrees to reasonably assist the Discloser in remedying any such unauthorized use or disclosure.

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

5. TERM AND TERMINATION

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

5.2 Termination for Cause. Either Party may terminate this Agreement, or any part thereof, for cause at any time upon written notice to the other Party if the other Party breaches any material provision of this Agreement, and fails to cure such breach within 30 calendar days after receiving written notice of such breach from the other, non-breaching Party.

5.3 Rights and Obligations Upon Termination. Upon the termination of Customer's license, Customer will cease using the Appian Software and the Appian Forum. Within five (5) business days after such termination, Customer will return to Appian all originals and all copies of the Appian Software in Customer's care, custody or control. Customer will certify to Appian that it has complied with the foregoing requirements. The foregoing obligations apply to copies of the Appian Software in all forms, partial and

complete, in all types of media and computer memory, and whether or not modified or combined with other materials. In addition, within thirty (30) calendar days after the effective date of termination of this Agreement or any part thereof, Customer shall compensate Appian for all fees which became payable prior to the effective date of termination.

6. LIMITATION OF LIABILITY. THE LIABILITY OF EITHER PARTY UNDER ANY CAUSE OR ACTION (INCLUDING CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY) ARISING FROM OR OUT OF THIS AGREEMENT SHALL IN NO EVENT, (A) INCLUDE ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, AND (B) EXCEED THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. DAMAGES ASSOCIATED WITH EITHER PARTY INTENTIONALLY VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY, OBLIGATIONS UNDER SECTION 7 AND CUSTOMER'S OBLIGATION TO MAKE PAYMENTS AS DUE SHALL NOT BE SUBJECT TO THE LIMITATION SET FORTH HEREIN. THE LIMITATIONS SET FORTH IN THIS SECTION ARE INDEPENDENT OF ANY LIMITED REMEDY SET FORTH HEREIN, AND SHALL APPLY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. INDEMNIFICATION

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

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

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

8. LIMITED WARRANTY AND DISCLAIMER

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

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

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

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

9. GENERAL PAYMENT TERMS. Fees and charges are due and payable within 30 calendar days of Appian's invoice date. Amounts not timely paid shall incur interest at the lower of 1.5% per month, or the highest amount permitted under applicable law. All fees and charges are exclusive of all taxes, levies, or duties imposed by taxing authorities ("Taxes"). Customer is responsible for paying all such Taxes, excluding only Taxes based solely on Appian's income, at point of sale. Any exemption to such Taxes is dependent upon Appian's receipt of legally required documentation of such exemption. All payments due under this Agreement shall be made without any withholding, unless required by law. If Customer is required to withhold, Customer will provide Appian with documentation evidencing payment. If, and to the extent, that Appian is unable to claim an income tax credit for the full amount withheld, Customer shall pay the unrecovered amount to Appian. Except as expressly set forth in this Agreement, all orders for licenses and services are non-cancelable and all payments are non-refundable.

10. NOTICE. Any formal legal notices required or permitted to be given under this Agreement shall be in writing and shall be sufficiently given if sent by first class certified mail, or overnight delivery service using a reputable courier service, postage prepaid to Appian at 11955 Democracy Drive, Reston, VA 20190, attention: General Counsel or to Customer at the address indicated on the applicable Order Form. Each Party will inform the other in writing of any change in the address to which notices should be sent.

11. GENERAL

11.1 Governing Law and Arbitration. The validity, construction, and interpretation of this Agreement shall be governed by the 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 hereby 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.

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

11.3 Waiver and Severability. The waiver by either Party of a breach or right under this Agreement will not constitute a waiver of any other or subsequent breach or right. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

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

11.5 Marketing. (a) Appian may publicly identify Customer as an Appian customer and uses its logo on Appian's website and in presentations to current or prospective customers or investors; (b) Appian may issue a mutually agreed upon press release announcing Customer's status as an Appian customer; (c) subject to Customer's consent, Customer agrees to serve as a reference to prospective non-competitive Appian customers; and (d) upon successful launch of an application 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

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

11.7 Force Majeure. Neither Party shall be liable to the other Party for any delay or failure to perform due to causes beyond its reasonable control and not caused by its fault or negligence.

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

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

APPIAN CORPORATION

CUSTOMER

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix A Appian On-Premise Maintenance Services

1. **Technical Support.** Appian shall provide Technical Support to allow Customer’s Maintenance Services contacts to report problems and to seek assistance regarding the Customer’s use of the Appian Software. Customer shall designate Customer employees to coordinate Customer’s requests for Maintenance Services (“Maintenance Services contacts”). Customer shall email support@appian.com with Customer’s Maintenance Services contacts promptly on or after the Effective Date. Customer may change its Maintenance Services contacts using Appian’s case management system. Customer’s Maintenance Services contacts may report problems using Appian’s online technical support case management system (<https://community.appian.com/support/> or other URL as notified to Customer in writing from time to time), by telephone using Appian’s authorized technical support phone line, (703) 442-1066 (or such other number that Appian may provide to Customer 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. Customer’s Maintenance Services contacts may track Technical Support requests using Appian’s case management system. Customer’s Maintenance Services contacts must be reasonably familiar with the Appian Software to facilitate discussions with Appian’s Maintenance Services staff. Technical Support is provided on the two (2) most recent Releases; provided, however, that Appian shall continue supporting the third most recent Release for a reasonable period sufficient to allow Customer to implement the newest Releases.

Type	Standard Support	Premier Support
Online case management	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Phone support	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Live screen sharing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Discussion forums	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Knowledge base	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Maintenance Services contacts	2	10
Case severity/Response times	Priority 1: <1 business hour Priority 2: <2 business hours Priority 3: <8 business hours Priority 4: <12 business hours	Priority 1: <15 minutes Priority 2: <1 hour Priority 3: <4 business hours Priority 4: <8 business hours
Primary Contact		<input checked="" type="checkbox"/>
Proactive guidance		<input checked="" type="checkbox"/>
Extended Technical Support and Security Defect Corrections		6 months
New release planning		<input checked="" type="checkbox"/>
24/7 Support for Priority 1&2 Issues		<input checked="" type="checkbox"/>

Response Times. Appian will be deemed to have responded to an Issue once it responds that it has received the Issue during business hours (an automated email response shall not count as a response). Business hours are 8:00 a.m. to 8:00 p.m. (ET), Monday through Friday, excluding Appian holidays.

Priority Definitions.

- A Priority 1 Issue occurs when the Appian Software is down in a production setting and no workaround exists, or the workaround is not feasible to implement due to the impact on Customer’s business.
- Priority 2 Issue occurs when Named Users are unable to operate the Core Functionality on a production instance of the Appian Software using the Named User’s then current username and password. Core Functionality means the ability using the Appian Software to: (i) load a designer



interface; (ii) publish a generic process; (iii) launch a generic process (including accepting a generic task and entering a generic form); (iv) access a generic dashboard; or (v) run a generic report.

- Priority 3 Issue occurs when a production instance is negatively affected, but it is not a Priority 1 or 2 issue.
- All other issues are priority 4.

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

3. **Updates.** Appian will promptly make available to Customer 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”). Appian is not obligated to provide installation, implementation or testing services in connection with the Maintenance Releases. Maintenance Releases are part of the Appian Software and subject to this Agreement.

4. **Appian Community Website.** Appian shall provide Customer with reasonable access to appropriate areas of Appian’s community website, currently named Appian Community and located at <https://community.appian.com>. This website provides Customer with access to the Appian Software, Maintenance Releases, online discussion forums and Documentation.

5. **Customer Obligations.** Customer shall cooperate with Appian’s reasonable requests in connection with providing the Maintenance Services, including, without limitation, by providing Appian with timely access to data, information and personnel of Customer. Customer is responsible for the accuracy and completeness of all data and information provided to Appian in connection with the Maintenance Services.

6. **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:

- (a) Malfunction of the computer system and communications network on which Customer has installed and is using the Appian Software;
- (b) Use of the Appian Software contrary to the terms of the then current Documentation;
- (c) Modifications, enhancements or customizations of the Appian Software; or
- (d) Any use of the Appian Software in disregard of any known adverse consequences, including without limitation Customer’s failure to make appropriate backups or to follow warning messages and other written instructions.