

Synergis Adept On-Premise (11.x) Services Terms v20260615

These Services Terms apply to the following services (collectively, “Services”) provided by Synergis Technologies, LLC. (“Synergis”) to Customer under the Proposal between Synergis and Customer and/or any Statement of Work (“SOW”) subsequently signed by Synergis and Customer:

- i. Subscription Support and Adept Success Plans
- ii. Installation and Configuration Services, Legacy Data File Import, Custom Programming and Training (“Implementation Services”)
- iii. Term-based Services such as Remote Administration, Cloud Hosting Services and Extended or Ongoing Technical Consulting (“Term-Based Services”)
- iv. Custom Programming

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1. Subscription Support and Adept Success Plans

1.1 Synergis Software Support Terms and Conditions: This section details the terms and conditions for Synergis Software Support and Adept Success Plans.

1.1.1 Updates and Upgrades: Customer is provided all updates and upgrades to the licensed software specified in the Proposal (“Software”) and product support for such Software, during the maintenance or subscription term specified in the Proposal (collectively “Support”). Updates refer to bug fixes and minor functional changes. Upgrades refer to new features, enhancements, and changes incorporated by Synergis into the standard form of the Software. Updates and upgrades do not cover any new modules, products, services, or custom applications developed by Synergis for Customer or others. Synergis does not warrant that it will release any updates or upgrades of the Software during the maintenance or subscription term, nor that an operating system or feature set supported in a current Software release will be supported in future updates or upgrades. Support for Adept Integrator Platform, Tier 1 Connectors and Tier 2 Connectors may be specified in maintenance or subscription pricing. For Custom Connectors, annual Support is provided at 30% of the project price to develop the Custom Connector. For all Adept Integrator Connectors including Tier 1, Tier 2 and Custom Connectors, Customer must notify Synergis of its plans to upgrade to a new version of Adept or the integrated enterprise software product(s). Synergis will provide an estimated timeframe for providing an update to a Tier 1 Connector, Tier 2 Connector or Custom Connector following an update to Adept or the integrated enterprise software product(s). Synergis will use reasonable commercial efforts to meet such timeframe but cannot ensure delivery within such timeframe.

1.1.2 Adept Success Plans

1.1.2.1 Silver Adept Success Plan

Access to Software Upgrades and Updates:

Customers with an active Subscription are entitled to a Silver Adept Success Plan for all generally available releases of the on-premise Adept software, including updates, patches, and new versions (upgrades). Synergis’ obligation is limited to providing access to the upgrade files and related documentation. Professional implementation services are not included.

Standard Helpdesk Support:

For all Success Plans (Silver, Gold and Platinum) Synergis will assign a Priority Level to every support case support case according to the following definitions.

- Level 1: Software is down or unusable resulting in a disruption of work
- Level 2: All other issues

Customers with an active Silver Adept Success Plan are entitled to helpdesk support services from Synergis during the following hours:

- Priority Level 1: 24 hours per day, 7 days per week with an Initial Response Time of 3 hours.
- Priority Level 2: Monday – Friday, 6:00 a.m. to 7:00 p.m. Eastern Time with an Initial Response Time of 1 business day.

Support requests must be submitted through the Adept Customer Portal, by email, or by phone.

Dedicated Customer Success Manager:

Customers with an active Silver Adept Success Plan will be assigned to a technical Customer Success Manager (“CSM”) with expertise in Adept deployment, configuration, and optimization. The CSM will serve as Customer’s primary point of contact for technical concerns and proactive success planning. Responsibilities include completing the annual Health Check, providing technical guidance, sharing best practices for Adept configuration, and assisting with adoption strategies, user enablement, and workflow optimization, as needed.

Annual Adept Health Check:

Customers with an active Silver Adept Success Plan are entitled to one (1) Health Check per subscription term. Delivered remotely, the Health Check includes a review of system configuration, performance assessment, compliance with best practices, identification of risks or inefficiencies, and recommendations for improvement. Deliverables include a written summary of findings and a detailed review of recommended action items. Implementation of recommendations is Customer’s responsibility unless contracted separately.

Lunch & Learns:

Customers with an active Silver Adept Success Plan are entitled to attend up to four (4) group Lunch & Learn sessions per year. These sessions are typically held on a quarterly basis and conducted remotely by Synergis Customer Success Managers. Each session generally lasts one (1) hour and will not exceed two (2) hours in duration. Topics may vary based on Customer interest and feedback. Lunch & Learn sessions are designed for general knowledge sharing and should not be considered a substitute for structured training or consulting services.

Configuration for Single Sign-On (“SSO”):

Customers with an active Silver Adept Success Plan are entitled to initial remote configuration support to integrate Adept with one (1) supported identity provider. The assigned CSM will guide Customer through prerequisites, configuration steps, and validation of successful SSO operation. Configuration support is limited to the production

environment. Customer is responsible for maintaining their identity provider and ensuring ongoing compatibility with Adept. Supported providers include Okta, Microsoft Entra ID, and PingFederate. Custom SSO development, unsupported providers, or advanced identity workflows are excluded.

1.1.2.2 **Gold Adept Success Plan**

Extended Helpdesk Support:

All the features in the Silver level plan are included in Gold, plus the following:

Customers with an active Gold Adept Success Plan are entitled to helpdesk support services from Synergis during the following hours:

- Priority Level 1: 24 hours per day, 7 days per week with an Initial Response Time of 2 hours.
- Priority Level 2: Monday – Friday, 24 hours per day with an Initial Response Time of 4 hours.

Support requests must be submitted through the Adept Customer Portal, by email, or by phone.

Annual Adept Upgrade Services:

Customers with an active Gold Adept Success Plan are entitled to one (1) upgrade per subscription term. Upgrade services include a pre-upgrade consultation to review environmental readiness, remote execution of the upgrade in one (1) production environment and one (1) non-production environment, and post-upgrade validation to confirm successful deployment. Additional environments or upgrades beyond one (1) per subscription term require a separate services engagement, subject to additional costs. PublishWave and Adept Integrator are not included as part of the standard Adept Upgrade Services. Any services outside the scope of the Adept Upgrade Services, including upgrades or configuration of PublishWave or Integrator, may be added through an addendum to the Statement of Work and will incur additional costs. The statement of work for this upgrade service can be found here: <https://www.synergissoftware.com/hubfs/CSM-Adept-Upgrade-SOW.pdf>. *Upgrade Services must be completed by the end of the contract term.*

Refresher Training for Users and Administrators:

Customers with an active Gold Adept Success Plan are entitled to attend one (1) refresher training session per year for Adept users and one (1) refresher training session per year for Adept administrators. These sessions are to be scheduled as needed. User and administrator sessions will be conducted separately and will not exceed four (4) hours in

duration. Training is delivered remotely and led by Synergis Customer Success Managers. Sessions may include lectures, demonstrations, and interactive Q&A. Training agendas are based on standard Adept training materials but may be tailored to Customer's configuration at Synergis' discretion. Training does not include the creation of custom documentation, recordings, certification programs, or advanced consulting services.

Conference Passes to Adept Experience:

Customers with an active Gold Adept Success Plan are entitled to complimentary registration for two (2) attendees at Adept Experience. Registration includes access to all standard conference sessions, keynote presentations, and networking events. Travel, lodging, and incidental expenses are the responsibility of Customer. Passes are valid only during the subscription term in which they are issued, are non-transferable, and have no cash value. Synergis does not guarantee that Adept Experience will occur in any given calendar year. To qualify for complimentary passes, Customer must have an active Gold or Platinum Adept Success Plan at the time of registration and throughout the event dates. Passes are not cumulative. Unused passes expire at the end of the subscription term.

Annual Virtual Roundtable with Synergis Leaders and Product Managers:

Customers with an active Gold Adept Success Plan are entitled to participate in one (1) virtual roundtable with Synergis leaders and product managers per subscription term. Participation is limited to designated Customer representatives, as agreed upon with Synergis. Participating in the roundtable does not provide Customer with direct influence over the Adept product roadmap, and no commitments regarding product development should be expected.

1.1.2.3 **Platinum Adept Success Plan**

Premium Helpdesk Support:

All the features in the Gold level plan are included in Platinum, plus the following:

Customers with an active Platinum Adept Success Plan are entitled to helpdesk support services from Synergis during the following hours:

- Priority Level 1: 24 hours per day, 7 days per week with an Initial Response Time of 1 hour.
- Priority Level 2: 24 hours per day, 7 days per week with an Initial Response Time of 1 hour.

Support requests must be submitted through the Adept Customer Portal, by email, or by phone.

Conference Passes to Adept Experience:

Customers with an active Platinum Adept Success Plan are entitled to complimentary registration for up to four (4) attendees at Adept Experience. Registration includes access to all standard conference sessions, keynote presentations, and networking events. Travel, lodging, and incidental expenses are the responsibility of Customer. Passes are valid only during the subscription term in which they are issued, are non-transferable, and have no cash value. Synergis does not guarantee that Adept Experience will occur in any given calendar year. To qualify for complimentary passes, Customer must have an active Gold or Platinum Adept Success Plan at the time of registration and throughout the event dates. Passes are not cumulative; unused passes expire at the end of the subscription term.

Ongoing Technical Consulting Services:

Customers with an active Platinum Adept Success Plan are entitled to four (4) hours of technical consulting per month for the duration of the subscription term. Consulting services may include, but are not limited to, guidance on configurations, workflows, performance optimization, and best practices for Adept. Hours must be scheduled in advance and will be delivered remotely, subject to the availability of appropriate technical personnel. Unused hours expire at the end of the subscription term and do not roll over. Ongoing consulting does not include software customization, custom code development, or third-party system integration, unless specifically agreed to in a separate Statement of Work.

Proactive System and Usage Recommendations:

Customers with an active Platinum Adept Success Plan are entitled to receive proactive system and usage recommendations during the subscription term. The assigned CSM may monitor system usage, performance, and adoption metrics (subject to data availability). The CSM will provide periodic recommendations to help optimize configuration, performance, adoption, or workflows. These recommendations are advisory in nature and do not constitute a process assessment, system audit, or guarantee of specific results, business outcomes, or performance improvements. Recommendations may be delivered in written reports or through virtual meetings, as determined by Synergis.

Annual Virtual Roundtable with Synergis Leaders and Product Managers:

Customers with an active Gold Adept Success Plan are entitled to participate in two (2) virtual roundtables with Synergis leaders and product managers per subscription term. Participation is limited to designated Customer representatives, as agreed upon with Synergis. Participating in the roundtable does not provide Customer with

direct influence over the Adept product roadmap, and no commitments regarding product development should be expected.

2. Implementation Services.

2.1 Installation and Configuration Services. The scope, timeline and costs for installation and configuration services will be specified in a SOW prepared by Synergis and signed by Customer. Customer's project leader for Synergis proprietary software ("Software") implementation must be available while Synergis' implementation specialist is doing the services. Additionally, a customer information technology (IT) resource must be available to respond to questions or provide network access rights as necessary, within 2 hours of the request. Failure of these key people to be available during the implementation may adversely impact the quality of the implementation and the proposed implementation timeline. If more time is required to complete the implementation due to lack of Customer resource availability, Customer will be required to pay for additional time at standard Synergis rates. For onsite services, Customer shall provide workspace and access to related facilities, as necessary, and access to all necessary Customer personnel and information required for Synergis to perform the Implementation Services. Customer acknowledges that such access and facilities is essential to the provision of the Services hereunder. For remote services, Customer shall provide all access to all necessary Customer personnel and information required for Synergis to perform the Services. Customer requirements may be further outlined in a SOW and/or will be discussed at the project kick-off call with the Synergis project manager.

2.2 Legacy Data File Import. The scope, timeline and costs for legacy data file import will be specified in a SOW prepared by Synergis and signed by Customer. Synergis does not guarantee to import all legacy data files into the software database. Directories to be imported will be agreed upon prior to the implementation.

2.3 Training. The timeline and costs for training will be outlined on the Proposal and for training conducted during an implementation, it will be specified in a SOW.

2.4 Rescheduling or Cancellations. Customer may request to reschedule scheduled Professional Services, including Training, by providing written notice to Synergis. Any rescheduling request is subject to Synergis' availability and may result in changes to the project schedule. If Customer reschedules scheduled Professional Services with fewer than ten business days' prior written notice, Synergis may charge Customer a rescheduling fee equal to: 25% of the applicable fees for the scheduled services if notice is provided 5–9 business days prior to the scheduled date; 50% if notice is provided 2–4 business days

prior to the scheduled date; and 100% if notice is provided fewer than 2 business days prior to the scheduled date or if Customer is unavailable or unprepared for the scheduled services. Synergis may waive or reduce any rescheduling fee in its sole discretion.

3. Term-Based Services. All Term-Based Services such as, but not limited to, Remote Administration, Cloud Hosting Services, and Ongoing Technical Consulting, are provided in accordance with the scope, terms and costs specified in the SOW prepared by Synergis and signed by the Customer. Either party may terminate Term-Based Services prior to its expiration date, by providing thirty (30) days' written notice to the other party. Upon such a termination by Customer, Customer will not be entitled to any refund or cancelation of payments previously made or then owed to Synergis. In the event of termination by Synergis without cause, Synergis will refund the unused prorated portion of the then existing term. Either party may terminate Hosting Services prior to its expiration date by providing thirty (30) days' written notice to the other party. In the event of termination of Hosting Services for any reason, Customer shall pay for Amazon Web Services or such other hosting provider ("Host") usage up to and including the termination date. Additionally, if Customer has contracted for a specific or reserved term of Host's services, such as, but not limited to Host's Reserved Instances, Customer is also responsible for fees for the remainder of the Hosting Services contract term, and such fees will be due and payable on the termination date.

4. Custom Programming. The scope, timeline and costs for custom programming will be specified in a SOW prepared by Synergis and signed by Customer. Synergis will own all rights, title and interest to, and Customer will have a license or subscription on the same terms as Customer's license or subscription of the Software for, any custom programming deliverables provided. Synergis may provide updates, upgrades and product support for any such custom deliverables pursuant to a separate custom deliverables maintenance agreement and not as part of standard Maintenance. Synergis shall exclusively own all systems, software, documentation, tools, utilities, methodologies, specifications, techniques, trade secrets, know how, and other materials, owned or in the possession of Synergis prior to the effective date of the applicable SOW or developed by Synergis thereunder and/or used in connection with the Services, together with all intellectual property rights therein, whether or not they are specifically adapted by Synergis for use in the Services.

5. Changes. Should Customer desire to modify or extend the Services performed under a SOW after it has been signed, the parties will develop and sign written SOW change orders. Upon Customer's request, Synergis will provide a detailed description of Services to be completed, fee and expense estimates, and duration. Customer will authorize the change

order via a written notification prior to Synergis initiating any work different than specified in the current SOW. Pricing and payment terms will be set forth in each SOW change order.

6. No Acceptance. Customer acknowledges and agrees that there are no deliverables for Services. Acceptance, formal or otherwise, is not a prerequisite to Customer payment as provided in the Proposal or applicable SOW. In any event, acceptance will be deemed received upon completion of the Services, and Customer agrees to provide written or electronic (emailed) acknowledgment of receipt of Services. Payment by Customer to Synergis shall not be withheld based on any acceptance conditions.

7. Travel Reimbursement Guidelines. Synergis will be reimbursed for its reasonable travel and related expenses, in accordance with the Expenses Appendix in the SOW.

8. Confidentiality. Through their relationship, the parties may have access to certain proprietary information and materials of the other, including business plans, customers, technology, trade secrets, and products that are confidential and of substantial value which value would be impaired if such information were disclosed to a third party ("Confidential Information"). The parties agree that neither shall disclose to any third party, nor use for any purpose other than the provision of the Services, any such Confidential Information of the other party and shall take reasonable precautions to protect the Confidential Information. The parties further agree to the Data Processing Terms set forth at <https://www.synergissoftware.com/policies/privacy.html>.

9. Termination. Either party may terminate a SOW prior to its expiration date, by providing thirty (30) days' written notice to the other party. In the event of termination of a SOW for any reason, Customer shall pay for all completed Services, Services in process and expenses that can be reasonably substantiated by documentation based on the rates stated in the applicable SOW. If terminated by Customer, Customer shall pay Synergis its standard termination fees as provided in Sections 2.4 and 3.

10. Force Majeure. Services shall be provided on a mutually agreed upon schedule. Neither party will be responsible for any delay or failure to perform arising from any cause beyond its reasonable control, and the time for performance shall be equitably extended.

11. Limited Warranty. Synergis warrants that all Services it provides will be performed in a workmanlike manner in accordance with reasonable commercial practice. Except as stated in the first sentence of this section, any Services or results thereof of any kind, in any form or format, are provided "as is" without warranty of any kind. Synergis' entire liability and Customer's sole remedy under this warranty shall be that Synergis will use reasonable efforts to re-perform the Services, and if such efforts fail, Synergis shall (i) refund an equitable portion of the price Customer paid for the Services, or (ii) provide such other

remedy as may be required by law. EXCEPT AS PROVIDED IN THESE SERVICES TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW SYNERGIS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ABSENCE OF VIRUSES. Certain statutory provisions may imply warranties or conditions or impose obligations on Synergis that cannot be excluded or modified. Synergis' limited warranty is void if breach of the warranty has resulted from (i) accident, corruption, misuse or neglect by the Customer; (ii) acts or omissions by someone other than Synergis; (iii) combination of the Software with products, material or software not provided by Synergis or not intended for combination with the Software; or (iv) failure by the Customer to incorporate and use all updates to the Software available from Synergis. Software has been developed to perform on a LAN or across a WAN, and network bandwidth, latency and network routing play key roles in how well the Software will perform. Customer is responsible to ensure its network is optimized for database and file transactions between the primary Software application, its database server and its users of the Software.

12. Limitations. To the maximum extent permitted by applicable law, the entire liability of Synergis and Customer's exclusive remedy shall be as set forth in the express limited warranty set forth in Section 11. If Synergis does not remedy a breach of warranty, Customer may terminate its commitment for unperformed Services and its payments for such defective or unperformed Services will be refunded. To the maximum extent permitted by applicable law, for any claim arising out of Synergis' limited warranty, or for any other claim whatsoever related to the Services, Synergis' liability for all types of damages, regardless of the form of action or basis (including without limitation contract, breach, estoppel, negligence, misrepresentation, or tort), shall be limited to the money paid by Customer to Synergis for the Services that caused the damages or that is the subject matter of, or is directly or indirectly related to, the cause of action. No action, regardless of form, arising out of or related to the Services may be brought by Customer more than one year after the cause of action has arisen, except as provided under applicable law. Synergis' licensors, suppliers, affiliates, and resellers are third party beneficiaries of these Services Terms, entitled to the benefit and enforcement of the provisions herein. IN NO EVENT WILL SYNERGIS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES, LOST SAVINGS, INTERRUPTION OF USE OR ANY LOSS OF, INACCURACY IN, OR DAMAGE TO, DATA OR RECORDS, FOR CLAIMS OF THIRD PARTIES, OR DAMAGE TO REAL OR TANGIBLE PROPERTY, FOR LOSS OF PRIVACY ARISING OUT OR IN ANY WAY RELATED TO THE

PROVISION OR USE OF OR INABILITY TO USE THE SERVICES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY OR CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), AND EVEN IF SYNERGIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY CUSTOMER BASED ON A THIRD-PARTY CLAIM, EXCEPT TO THE EXTENT THIS EXCLUSION OF DAMAGES IS DETERMINED LEGALLY INVALID. THE FOREGOING LIMITATIONS APPLY EVEN IF THE ABOVE-STATED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Customer acknowledges that the fees for the Services fairly reflect this allocation of risk.