Synergis Technologies, LLC Customer Terms of Service

Last modified November 16, 2026

Synergis Technologies, LLC ("Synergis") Customer Terms of Service ("Customer Terms") is a contract that governs customers' use of the Subscription Service (as defined below) and purchase of Professional Services (as defined below). It consists of the following documents, which are hereby incorporated by reference into these Customer Terms:

- **General Terms**: These contain the core legal and commercial terms that apply to your use of Synergis products and services.
- **Product Specific Terms:** The Product Specific Terms address provisions specifically applicable to different Subscription Services, Professional Services and Third-Party Products.
- **Data Processing Agreement (DPA):** This explains how Synergis processes your data and includes the EU Standard Contractual Clauses.
- **Acceptable Use Policy (AUP)**: This policy specifies what you can and cannot do while using Synergis products and services.

Your **Order** or **Order Form** is the Synergis-approved form outlining your subscription for one of our Subscription Services and/or purchase of Professional Services. It contains business details about your transaction, including your subscription term, subscribed products and services purchased and your fees, and upon acceptance by Synergis becomes part of this Agreement.

By using the Subscription Service or receiving the Consulting Services, you are agreeing to these Customer Terms.

Synergis updates these Customer Terms from time to time. If you have an active Subscription Service, Synergis will notify you by email or electronically within the Subscription Service when the Customer Terms are updated, and such updates will be effective one business day after such notification, subject to Section 12.1. You can find archived versions of the **Customer Terms** in our archives.

General Terms

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1. DEFINITIONS

“Add-Ons” means additional product enhancements (including Asset Tier increases and other add-ons) that are made available by Synergis for subscription.

“Adept Document” means an electronic file and a corresponding database record containing metadata describing the Electronic File managed in the Subscription Service. This may also be referred to as a “Linked Record” in contrast to an Unlinked Record.

“Adept Status” means textual metadata for an Adept Document or Unlinked Record describing its current state of use in the Subscription Service.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the equity ownership or voting interests of the subject entity.

"Agreement" or “Customer Terms” means these General Terms and all materials incorporated, referred or linked to herein, unless otherwise stated.

Asset” means a specific classification of Adept Documents and Unlinked Records used to determine a customer's use of the Subscription Service during the Subscription Term. Versioned Documents are not considered Assets. Adept Documents that are embedded, referenced, or otherwise included within another document, and are managed separately by the Subscription Service, are considered an Asset.

“Asset Tier” means a numerical range of Assets defined as part of the Subscription Service and offered at a specified price for a Subscription Term. You select your Asset Tier in the Order, and you may increase it at any time, or it may be automatically increased as provided in Section 2.4, in both instances based on the then-current prices. You may decrease your Asset Tier only by written notice delivered to Synergis prior to and effective upon a future Renewal Term of your Subscription Service.

“Asset Tier Limit” means the maximum number of Assets for which you have subscribed that you are entitled to add to and maintain in the Subscription Service.

“AUP” means the Acceptable Use Policy.

“Authorized Payment Method” means a current, valid, payment method accepted by Synergis, as may be updated from time to time and which may include payment through your account with a third party.

“Beta Service” means a program, service, or a feature of a service, that is designated, labelled, described, or presented to you or the user as beta, alpha, experimental, pilot, limited release, in development, developer review, non-production, or evaluation, that in each instance is provided prior to general commercial release.

"Billing Period" means the period for which you agree to prepay fees under an Order Form. This may be the same length as the Current Term specified in the Order Form, or it may be shorter. For example, if you subscribe to the Subscription Service for a one (1)- year Current Term with a twelve (12)- month upfront payment, the Billing Period will be twelve (12) months.

“Confidential Information” means all confidential information disclosed by a party and its Affiliates ("Disclosing Party") to the other party and its Affiliates ("Receiving Party"), whether orally or in writing, that is designated as confidential, or a reasonable person would consider confidential. Confidential Information includes all information concerning the Disclosing Party's customers and potential customers, past, present or proposed products and services, marketing plans, engineering and other designs, technical information and data, business plans, business opportunities, finances, research, development, technology, intellectual property and the terms and conditions of this Agreement, including any Order. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation by the Receiving Party owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information. Subject to the foregoing exclusions, Customer Data will be considered Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

“Customer Materials” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that you own and enter into the Subscription Service or Professional Services, including Personal Data.

“DPA” means the Data Processing Agreement.

“Electronic File” means an information asset stored digitally and organized into recognizable data structures by specific software applications. Electronic File types may include, but are not limited to, text, images, video, audio, CAD, and 3D models.

“Free Services” means any Subscription Service or other products or features made available by Synergis to you on an unpaid trial or free basis.

"Order" or "Order Form" means the Synergis-approved form or subscription process by which you subscribe to the Subscription Service and purchase Professional Services.

“Personal Data” means any information relating to an identified or identifiable individual where such information is protected similarly as personal data, personal information, or personally identifiable information under Data Protection Laws, as defined in the DPA.

“Physical Document” means an information asset typically in print.

“Privacy Policy” means the Synergis Privacy Policy, which forms part of the Agreement, and which includes, to the extent applicable, a separate policy for EU: EU Data Subject Privacy Policy, as updated by Synergis from time to time.

“Product Documentation” means the Synergis specifications for the functionality, use and performance of the Subscription Service, available at https://cloud-docs.synergissoftware.com, as updated by Synergis from time to time.

Professional Services" means certain professional services provided to you by Synergis which may include training, installation, integration, data migration or other services, as specified in the Product Specific Terms, a Statement of Work (“SOW”), or Order Form. Any custom programming services will be subject to a separate agreement between you and Synergis.

“Product Specific Terms” means the additional terms that apply to your use of the Subscription Service, purchase of Professional Services and access to Third-Party Products, and can be found at https://legal.synergissoftware.com/cloud/product-specific-terms.

“Solutions Partner” means a third-party entity or person contracted by Synergis to facilitate or support a customer’s purchase of certain Professional Services or Subscription Services.

"Subscription Fee" means the amount you agree to pay for the Subscription Service.

"Subscription Service" means all Synergis web-based applications, tools and platforms and services that you have subscribed to use under an Order Form or that Synergis otherwise makes available to you, and are developed, operated, and/or maintained by Synergis, accessible via www.SynergisSoftware.com or another Synergis designated URL, and any ancillary products and services that Synergis provides to you, but specifically excluding Professional Services.

"Subscription Term" means, collectively, the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s) (the “Initial Term”), and each subsequent renewal period (if any) (each a “Renewal Term”). Your “Current Term” is your then current committed period of Subscription Services, which may be an Initial Term or Renewal Term.

"Synergis", "we", "us," or “our” means Synergis Technologies, LLC, a Pennsylvania limited liability company, and its successors and assigns.

"Synergis Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that Synergis incorporates into the Subscription Service or Professional Services.

"Third-Party Products" means non-embedded products and professional services that are provided by third parties, including Solutions Partners, which interoperate with or may be used in connection with the Subscription Service or Professional Services.

"Third-Party Sites" means third-party websites, linked to from within the Subscription Service.

“Unlinked Record” means a database record in Adept with no corresponding Electronic File in the Subscription Service. Unlinked Records may have a corresponding Physical Document not managed in the Subscription Service.

"Users" means your and your Affiliates’ employees, representatives, consultants, contractors or agents who are authorized by you to use the Subscription Service for your benefit and to whom you will provide unique user identifications and passwords for the Subscription Service.

"You", "your," or “Customer” means the person or entity using the Subscription Service or receiving the Professional Services and identified in the applicable Synergis account record, billing statement, online subscription process, or Order Form as the customer, and any of your Affiliates.

“Versioned Document” means historical copies of an Electronic File that are saved automatically by the Subscription Service and linked to the most recent copy. Document versions are created by the Service when a file is checked out and then checked back in. A Versioned Document does not include separate files that are not created by the Subscription Service's versioning capabilities.

2. USE OF SERVICES

2.1 Access. During the Subscription Term, Synergis will provide Users access to use the Subscription Service as described in this Agreement, including the applicable Order. Synergis may provide some or all elements of the Subscription Service through Solution Partners or other third-party service providers.

You must ensure that all access, use and receipt by Users is subject to and in compliance with this Agreement. You may provide access and use of the Subscription Service to Users or allow them to receive the Professional Services purchased under an Order; provided that, all such access, use and receipt by Users is subject to and in compliance with the Agreement, and you will at all times remain responsible for Users' compliance with the Agreement and liable for any non-compliance.

2.2 Additional Features. You may subscribe to Add-Ons and additional features of the Subscription Service by placing an additional Order. This Agreement will apply to all additional Order(s) and all Add-Ons and additional features for which you subscribe.

2.3 Availability and Uptime. Any applicable availability and uptime metrics are set forth in the Product Specific Terms.

2.4 Limits. The Asset Tier Limit and any other limits that apply to you will be specified in your Order Form, this Agreement and/or in our Product Specific Terms. If you exceed your current Asset Tier Limit, you will be billed for a higher Asset Tier that accommodates your increased Asset count. Synergis will use reasonable commercial efforts to notify you in advance by electronic notifications as you approach your current Asset Tier Limit, but it is your obligation to monitor your Asset Tier Limit. If the Asset Tier Limit is exceeded, you will be billed an incremental amount for the higher Asset Tier prorated for the month in which the Asset Tier Limit is first exceeded and for all months remaining in your Subscription Term.

2.5 Downgrades. You are not permitted to downgrade your Subscription Service or Asset Tier Limit during your Current Term. You may downgrade your Subscription Services or Asset Tier Limit effective upon your next Renewal Term, by completion and delivery to Synergis of a new Order Form prior to such Renewal Term.

2.6 Customer Support. Any customer support terms that apply to your subscription are included in the Product Specific Terms.

2.7 Acceptable Use. You will comply with our Acceptable Use Policy (AUP).

2.8 Prohibited and Unauthorized Use. You will not use the Subscription Service in any way that violates the terms of the AUP or for any purpose or in any manner that is unlawful or prohibited by this Agreement or applicable laws. You will not (i) directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to uncover or discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services or any software, documentation or data related to the Subscription Services; (ii) modify, translate, or create derivative works based on the Subscription Services (except to the extent expressly permitted in writing by Synergis); (iii) or remove or obscure any proprietary notices or labels.

You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country or other jurisdiction in which you are resident or from which you access or use the Subscription Service.

You may not use the Subscription Service in a way that would violate national, local or industry-specific laws or regulations (for example, the Children's Online Privacy Protection Rule (COPPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA), the Federal Information Security Management Act (FISMA), etc.).

2.9 Customer Responsibilities. To realize the full value of the Subscription Service and Professional Services, your participation and effort are needed. Resources that may be required from you include, but are not limited to, a project manager, one or more administrators, and a technical resource (or equivalent). Responsibilities may include, but are not limited to, attending onboarding meetings, implementation planning and design meetings, regular success review meetings, and supporting the integration of the Subscription Service with other business systems.

2.10 Free Services. If you register for Free Services, Synergis will make the applicable Free Service available to you on a trial basis free of charge until the earlier of (a) the end of the designated Free Services period (if not terminated earlier) or (b) the start date of your paid Subscription Services. Unless you subscribe to the applicable Subscription Service before the end of the Free Services period, all of your data in the Free Services will be permanently deleted at the end of the trial, and will not be recoverable.

2.11 Modifications. Synergis may modify the Subscription Service during the Subscription Term, including by adding or removing features, functions, limits, or Add-Ons that apply to your subscription. Any such modifications will not materially degrade the overall functionality of the Subscription Service during the Current Term to which you subscribe, except for modifications resulting from changes outside of Synergis' reasonable control, such as, but not limited to, a change to applicable law, changes related to Third-Party Products, and intellectual property claims. If the modification materially degrades the overall functionality of the Subscription Service and Synergis is unable to provide you with substantially similar functionality within a reasonable period, your sole and exclusive remedy for breach of this Section is to

notify Synergis in writing within thirty (30) days after such modification of termination of your Subscription Service, and you will receive a pro-rated refund of any prepaid fees for the period after the date of termination.

3. FEES

3.1 Subscription Fees. Subscription Fees will be invoiced upon Order Form acceptance. The Subscription Fee will not increase during the Current Term of your subscription unless: (i) you exceed your Asset Tier Limit or other applicable limits (see the Section 2.4 Limits above), (ii) you upgrade products or Subscription Services plans, (iii) you subscribe to Add-Ons or additional features or products or (iv) otherwise specified in your Order.

3.2 Fee Adjustments at Renewal. Upon renewal, Synergis may increase your Subscription Fees to our then-current list price. If this increase applies to you, Synergis will notify you at least thirty (30) days in advance of your renewal and the increased fees will apply at the start of the next Renewal Term. If you do not agree to this increase, either party can choose to terminate your subscription at the end of your Current Term by giving the notice required in the 'Notice of Non-Renewal' section below.

3.3 Payment of Fees by Credit Card. If you are paying by credit card, you authorize Synergis to charge your Authorized Payment Method for all fees payable during the Subscription Term. You further authorize Synergis to use a third party to process payments, and consent to the disclosure of your payment information to such third party. Synergis may refuse your selected Authorized Payment Method and require you to add a new payment method as your Authorized Payment Method.

In the event of a failed attempt to charge your Authorized Payment Method (for example, if your Authorized Payment Method has expired or is no longer valid), Synergis reserves the right, and you authorize Synergis, to retry billing your Authorized Payment Method. If you update your Authorized Payment Method to remedy a change in validity or expiration date, Synergis may automatically resume billing; Synergis may also receive updates on your Authorized Payment Method through our payment service providers and may automatically resume billing. Synergis may suspend your access in accordance with Section 4.5 Suspension and/or terminate your account in accordance with Section 4.3 Termination for Cause if Synergis remains unable to successfully charge a valid Authorized Payment Method.

3.4 Payment Against Invoice. All amounts invoiced by Synergis are due and payable within thirty (30) days from the date of invoice, unless otherwise specified in the Order Form.

3.5 Company and Payment Information. You will keep your business information up to date, including your company name, address, and primary contact in the Synergis Customer Portal. You will also keep

your Authorized Payment Method and billing information up to date for the payment of incurred and recurring fees, including your tax information. Changes may be made on your Billing Page within your Synergis account. All payment obligations are non-cancellable, and all amounts paid are non-refundable, except as specifically provided for in this Agreement. Synergis will invoice you for all due and payable amounts. All Subscription Fees are due and payable in advance throughout the Subscription Term, and all Professional Services fees are due and payable in the amounts and at the times specified in the Order and associated SOW.

3.6 Sales Tax. All fees are exclusive of sales, use, VAT and similar taxes, which you will pay as applicable, and you agree to pay any taxes applicable to your use of the Subscription Service and the purchase of the Professional Services. Synergis will invoice, collect and remit such taxes in those jurisdictions where it is registered and obligated to do so. You will have no liability for any taxes based upon Synergis gross revenues or net income.

You may provide Synergis with tax exempt documentation in the applicable taxing jurisdiction. Without receiving this information in advance of invoicing fees, Synergis will be unable to comply with any such tax exemption or to issue refunds or credits for such taxes.

If you are located outside of the US, all fees are exclusive of any Value Added Tax (VAT) or Goods and Services Tax (GST); you are responsible for accounting for VAT/GST under the reverse charge mechanism, if applicable.

3.7 Withholding Tax. If you are required to deduct or withhold tax from payment of your Synergis invoice, you may with prior written notice to Synergis deduct this amount from the applicable fees due, to the extent it is due and payable to a governmental tax authority as assessed withholding tax required under laws that apply to you (the “Deduction Amount”).

You will not be required to repay the Deduction Amount to Synergis, provided that you present Synergis with a valid tax receipt verifying payment of the Deduction Amount to the relevant tax authority within sixty (60) days from the date of the invoice. If you do not provide this tax receipt within the specified time period, then all fees, inclusive of the Deduction Amount, will be immediately due and payable, and failure to pay these fees may result in your account being suspended or terminated for non-payment.

4. TERM, TERMINATION, AND SUSPENSION

4.1 Term and Renewal. Your Initial Term will be specified in your Order, and, unless otherwise specified in your Order, your Subscription Service will automatically renew for one year. Except as specifically

provided for in this Agreement, you may not cancel your subscription prior to the end of your Current Term, and Synergis will not provide any refunds of prepaid fees or unused Subscription Fees through the end of your Current Term. Professional Services Orders are not cancellable and Synergis will not provide any refunds of prepaid fees or unused fees, except as otherwise expressly provided in such Order or associated SOW.

4.2 Notice of Non-Renewal. You may choose to cancel your subscription at the end of the Current Term by providing notice as specified in this section. Unless otherwise specified in this Agreement or your Order, you or Synergis must give written notice of non-renewal, and this written notice must be received 30 days before the next Renewal Term begins.

4.3 Termination for Cause. Either party may terminate this Agreement for cause, as to any or all Subscription Services or Professional Services: (i) upon thirty (30) days' (fifteen (15) days for any payment breach as provided in Section 4.6) prior written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, provided if such non-monetary breach cannot be reasonably cured within such period, only if the other party has not commenced cure within such thirty (30) day period or thereafter fails to diligently pursue cure of such material breach, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.

4.4 Other Termination. Synergis may also terminate this Agreement for cause on thirty (30) days' notice if Synergis determines that you are acting, or have acted, in a way that has or may negatively reflect on or affect Synergis, its prospects, or customers.

This Agreement may not otherwise be terminated by you prior to the end of your Current Term or as stated in an applicable SOW or Order Form.

4.5 Suspension

4.5.1 Suspension for Prohibited Acts. Synergis may suspend any Customer's or User's access to any or all Subscription Services without notice for use of the Subscription Service in violation of applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement.

4.6 Suspension for Non-Payment. Synergis will provide you with email notification of non-payment of any amount due. Unless the full amount has been paid, Synergis may suspend your access to any or all of the Subscription Services or suspend Professional Services fifteen (15) days after the date of such notice. Synergis will not suspend the Subscription Service or Professional Services while you are disputing the applicable fees reasonably and in good faith and are cooperating diligently to resolve the dispute, provided all undisputed amounts have been paid within the requisite periods. If a suspension for non-

payment occurs, Synergis may charge a re-activation fee to reinstate the Subscription Service or Professional Services.

4.7 Suspension for Present Harm. If your use of the Subscription Service:

4.7.1 is being subjected to denial of service attacks or other disruptive activity,

4.7.2 is being used to engage in denial of service attacks or other disruptive activity,

4.7.3 is creating a security vulnerability for the Subscription Service or others,

4.7.4 is consuming excessive bandwidth or storage, or

4.7.5 is causing harm to Synergis or others, then Synergis may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service.

Synergis will make commercially reasonable efforts to limit the suspension to the affected portion of the Subscription Service, and each party will make reasonable efforts to promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this Section limits Synergis' right to terminate for cause as outlined above, if Synergis determines that you are acting, or have acted, in a way that has or may negatively reflect on or affect Synergis, its prospects, or customers. In the event of any suspension, you will not be entitled to any refund, credit or abatement of Subscription Service fees.

4.8 You will continue to be subject to this Agreement for as long as you have access to the Subscription Service, Professional Services, or to a Synergis account.

Upon termination or expiration of this Agreement for any reason, you will stop all use of the Subscription Service. If you terminate this Agreement for cause as provided in Section 4.3, Synergis will promptly refund any prepaid but unused fees covering the period after termination. Fees are otherwise non-refundable. If Synergis terminates this Agreement for cause as provided in Section 4.3, you will within thirty (30) days pay all unpaid fees as of the date of termination and for the remainder of the Current Term. Upon the termination or expiration of any Professional Services Order or SOW for reason of Synergis uncured breach, Synergis will deliver to you all Professional Services performed to date, upon payment by you to Synergis for all such services performed by Synergis in accordance with the applicable Order or SOW plus reimbursement for any non-cancellable commitments and for any non-refundable amounts paid by Synergis to third parties in furtherance of the applicable Order or SOW at such time.

5. CUSTOMER MATERIALS

5.1 Customer's Proprietary Rights. You own and retain all rights to the Customer Materials. You grant permission to Synergis and our licensors and Solutions Partners to use the Customer Materials as necessary to provide the Subscription Service and Professional Services to you, as permitted by this Agreement, and as permitted by applicable law. You also agree to allow Synergis to use Customer Materials in an aggregate and anonymized format (without uniquely identifying individuals or entities) to improve the Subscription Service and/or Professional Services, provided that Synergis makes available to Customer services using such aggregated metrics and data that are similar to those provided to other Synergis customers. Synergis will also comply with all privacy laws applicable to Synergis in connection with the Customer Materials to the extent that it consists of Personal Data.

5.2 Machine Learning. Synergis may use Customer Materials to train, fine-tune, and develop features and functionality for the Customer's benefit within the Subscription Service. Synergis will not use Customer Materials in an identifiable form to train or improve models made available to other Synergis customers, and will implement reasonable technical and organizational measures to enforce this separation. For the avoidance of doubt, nothing in this Section 5.2 limits Synergis' rights to use Customer Materials in aggregate and anonymized form as described in Section 5.1. If you are using the Subscription Service or receiving Professional Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

5.3 Machine Learning Opt-Out. You can opt-out from Machine Learning capabilities described in Section 5.2, by filling out the Machine Learning Opt-Out form at: https://www.synergissoftware.com/machine-learning-opt-out

5.4 Privacy Policy. For more information on these practices including the use of Customer Materials, please see the Synergis Privacy Policy.

5.5 Protection of Customer Data. The terms of the DPA apply to the extent any Customer Materials include Personal Data. Synergis will maintain commercially reasonable and appropriate administrative, physical, and technical safeguards to protect Personal Data as described in the DPA.

5.6 Data Hosting. Synergis will store your Personal Data in a specific location or geographical region (e.g. United States) as part of your Subscription Services, subject to the terms of this Agreement.

5.6.1 Exclusions to Hosting Location. The Hosting Location does not apply to or cover other services or types of data including (i) Add-Ons, Third-Party Products, Free Services or Beta Services (ii) Professional Services; (iii) analytics or usage data generated in connection with the Subscription Service; (iv) as indicated on the Synergis Sub-Processors Page attached to the DPA; or (v) if you or

your Users access the Subscription Service outside of the Hosting Location. SYNERGIS MAKES NO WARRANTY THAT A SPECIFIC HOSTING LOCATION WILL MEET YOUR DATA RESIDENCY OR OTHER REQUIREMENTS.

5.7 Data Transfers. Synergis and its Affiliates and Solution Partners may transfer Personal Data to the United States in connection with the Subscription Service in accordance with the DPA and Privacy Policy.

5.8 Retention, Deletion and Retrieval of Customer Materials. The 'Synergis Obligations' section of the DPA contains information regarding the retention, deletion and retrieval of Customer Materials.

6. INTELLECTUAL PROPERTY

Ownership. This is an agreement for your access to and use of the Subscription Service and purchase of Professional Services, and you are not granted a license to any software by this Agreement. Synergis owns and retains all right, title and interest, including all intellectual property rights, in andto and derived from the Subscription Service, the Professional Services, Synergis Content, all derivative works associated therewith, and any other products or services provided under this Agreement, subject only to your rights in the Customer Materials as provided in Section 5.1. You agree not to copy, rent, lease, sell, distribute, reverse engineer, transfer, or create derivative works based on the Subscription Service, the Professional Services or any other products or services provided under this Agreement, in whole or in part, by any means, except as expressly authorized in writing by Synergis. You shall have a non-exclusive, non-transferrable, license to use the work product produced by the Professional Services in connection with your use of the Subscription Services in your internal business operations. You hereby irrevocably assign to Synergis all right, title, and interest in such work product. Nothing contained in this Agreement, any Order or any SOW shall limit Synergis' ability to provide Subscription Services or Professional Services of any kind to other clients. With respect to any property supplied, but not developed or owned by Synergis, Synergis shall obtain such permission, waiver or license as may be reasonably necessary to enable the Subscription Services and Professional Services to be performed and completed.

Suggestions. Synergis encourages all customers to comment on the Subscription Service and Professional Services, provide improvement and expansion suggestions, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential, and that Synergis owns all rights to use and incorporate them into the Subscription Service or Professional Services, without payment or attribution to you.

7. CONFIDENTIALITY

7.1 Confidential Information Obligation. The Receiving Party will: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party (except those third party service providers used by Synergis to provide some or all elements of the Subscription Service or Professional Services and Solutions Partners bound by confidentiality obligations), and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party acknowledges and agrees that all Confidential Information, unless otherwise specified in writing, remains the property of the Disclosing Party. The Receiving Party acquires no rights or licenses in the intellectual property of the Disclosing Party including but not limited to patents, trademarks, copyrights or service marks under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with this Agreement.

7.2 Confidential Information Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, national, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) the Receiving Party will provide the Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow the Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, the Receiving Party will disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; (ii) the Receiving Party will refer the request to the Disclosing Party and will provide reasonable assistance to the Disclosing Party, at the Disclosing Party's cost, in opposing such disclosure or seeking a protective order, unless the Receiving Party is prohibited from doing so by law or court order; and (iii) in no event will the Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure, including in circumstances where the Disclosing Party refuses to provide their consent or fails to respond to the Receiving Party's inquiries in connection with the request to disclose the Confidential Information.

The Receiving Party shall return all Confidential Information, any tangible media of expression to the extent that such tangible media incorporate any Confidential Information of the Disclosing Party and any and all copies thereof upon the request of the Disclosing Party or upon termination of this Agreement. Any Confidential Information which cannot be returned must be destroyed and so certified by the Receiving Party.

7.3 Exceptions to Confidentiality. The restrictions on the use of Confidential Information shall not apply to information that the Receiving Party can demonstrate: (i) was known to the Receiving Party at the

time of disclosure; (ii) is independently developed by the Receiving Party without use of the Confidential Information; (iii) becomes known to the Receiving Party from another source without confidentiality restriction on subsequent disclosure or use; or (iv) is or becomes part of the public domain through no wrongful act of the Receiving Party.

8. PUBLICITY

8.1 Publicity Rights. You grant Synergis the right to add your name and company logo to the Synergis customer list and website.

8.2 Publicity Opt-Out. You can opt-out of this use by filling out the Publicity Opt-Out form at: https://www.synergissoftware.com/publicity-opt-out

9. INDEMNIFICATION

9.1 Customer Indemnification. You will indemnify, defend and hold Synergis and its Solution Partners, Affiliates and licensors (and their respective officers, directors, employees, agents, service providers, contractors and licensors) (collectively, "Synergis Indemnitees") harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against any of the Synergis Indemnitees by a third party to the extent that such Action is based upon or arises out of

9.1.1 unauthorized or illegal use of the Subscription Service by you or Users

9.1.2 your or Users noncompliance with or breach of this Agreement or applicable laws or regulations,

9.1.3 your or Users use of Third-Party Products,

9.1.4 the unauthorized use of the Subscription Service by any other person using your User information, or

9.1.5 Customer Materials consisting of Personal Data

Synergis will: notify you in writing within thirty (30) days of becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You will not accept any settlement that (i) imposes any obligation on any of the Synergis

Indemnitees; (ii) requires the Synergis Indemnitees to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on the Synergis Indemnitees, without Synergis prior written consent.

9.2 Synergis Indemnification. Synergis will indemnify, defend and hold you harmless, at our expense, against any Action brought against you (and your officers, directors, employees, agents, service providers, contractors, licensors, and Affiliates) by a third party not affiliated with you to the extent that such Action is based upon or arises out of an allegation that the Subscription Service or Professional Services infringe any registered and valid United States patent, trademark, or copyright ("IP Indemnification").

You will: notify Synergis in writing within thirty (30) days of you becoming aware of any such claim; give Synergis sole control of the defense or settlement of such a claim; and provide Synergis (at Synergis expense) with any and all information and assistance reasonably requested by Synergis to handle the defense or settlement of the claim. Synergis will not accept any settlement that (i) imposes an obligation on you; (ii) requires you to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on you without your prior written consent.

Synergis will not have any obligation or liability under this section if the alleged claim is caused by or based on in whole or in part ("Exclusions"): (i) any combination of the Subscription Service or Professional Services with any hardware, software, equipment, or data not provided by Synergis, (ii) modification of the Subscription Service or Professional Services by anyone other than Synergis, or modification of the Subscription Service or Professional Services by Synergis in accordance with specifications or instructions that you provided, (iii) use of the Subscription Service or Professional Services in violation of or outside the scope of this Agreement, (iv) an allegation that the Subscription Service or Professional Services consist of a function, system or method traditionally utilized in document management software that is not commercially unique to the Subscription Service or Professional Services, and the commercially unique aspects of the Subscription Service or Professional Services are not identified in the allegation giving rise to the claim, (v) user interface or related user design elements not provided by Synergis. (vi) accident, corruption, misuse or neglect by the Customer; (ii) acts or omissions by someone other than Synergis; (vii) failure by the Customer to incorporate and use all updates to the available from Synergis, or (viii) failure by the Customer to ensure its network is optimized for database and file transactions between the Subscription Service, its database server and its Users.

Notwithstanding anything to the contrary in this Section 9.2, in the event of an Action, or if Synergis believes that an Action is likely, Synergis may, at its sole option and expense: (a) modify the Subscription Service or Professional Service or provide you with a substitute Subscription Service or Professional Service that is non-infringing; or (b) obtain a license or permission for you to continue to use the Subscription Service or Professional Service, at no additional cost to you; or (c) if neither (a) nor (b) is, in

Synergis' judgment, commercially practicable, terminate the Subscription Service or Professional Service (or to a portion of the Subscription Service or Professional Service as necessary to resolve the claimed infringement) and refund any prepaid but unused fees covering use of the Subscription Service or payment for the Professional Service after termination in accordance with Section 4.8 of this Agreement. THIS SECTION 9.2 STATES SYNERGIS' ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ACTION PROVIDED FOR UNDER THIS SECTION.

10. DISCLAIMERS; LIMITATION OF LIABILITY

10.1 Warranty. Synergis warrants that: (i) it will use commercially reasonable efforts to perform the Subscription Service (for a period of 45 days after start of the Subscription Term) and Professional Services (for a period of sixty (60) days after delivery of such services) in a manner generally consistent with the Product Documentation and as provided in the Product Specific Terms and/or applicable Order or SOW; (ii) it will not knowingly introduce any viruses or other forms of malicious code into the Subscription Service or Professional Services; (iii) it will utilize personnel with commercially reasonable skill, experience and qualifications to perform any Professional Services under the terms of this Agreement; and (iv) to its knowledge, Synergis is the owner or licensee of all intellectual property rights, necessary to provide the Subscription Service and Professional Services as set forth in this Agreement and the applicable Order or SOW. Notwithstanding the foregoing, these warranties shall not apply in the event of any Exclusions as set forth in Section 9.2

In the event of non-conformance with this warranty, Synergis will use commercially reasonable efforts to correct such non-conformance. If Synergis cannot correct such non-conformance within sixty (60) days from the date when you notified Synergis in writing of the non-conformity (the "Remedy Period"), then either party may terminate this Agreement by providing the other party written notice within thirty (30) days after the end of the Remedy Period. If you terminate the Agreement for this reason, we will promptly refund any prepaid but unused fees covering use of the Subscription Service or provision of the Professional Services after termination in accordance with Section 4.8 of this Agreement. This shall be your sole remedy in the event of a non-conformance with this warranty.

Synergis will not have any obligation or liability under this section if the non-conformance is caused by or based on any of the Exclusions.

10.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1 AND WITHOUT LIMITING SYNERGIS' OBLIGATIONS IN SECTIONS 5.1 AND 5.2 OF THIS AGREEMENT, SYNERGIS AND ITS AFFILIATES, SOLUTION PARTNERS, LICENSORS AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF THE SUBSCRIPTION SERVICE, DATA SYNCHED TO OR MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, OR THE PROFESSIONAL SERVICES FOR ANY PURPOSE. APPLICATION

PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1 AND WITHOUT LIMITING SYNERGIS' OBLIGATIONS IN SECTIONS 5.1 AND 5.2 OF THIS AGREEMENT, THE SUBSCRIPTION SERVICE AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION

OF ANY KIND. SYNERGIS DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND,

WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE PROFESSIONAL SERVICES, INCLUDING ALL IMPLIED WARRANTIES, CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

10.3 No Indirect Damages.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SUBSCRIPTION SERVICES OR THE PROFESSIONAL SERVICES, WHETHER AN ACTION IS STATUTORY, IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

10.4 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND EXCEPT FOR (i)

YOUR LIABILITY FOR PAYMENT OF FEES, (ii) YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER SECTION 9.1 INDEMNIFICATION', (iii) OUR LIABILITY ARISING UNDER SECTION 9.2 INDEMNIFICATION, AND (iv) YOUR LIABILITY FOR VIOLATION OF SYNERGIS' INTELLECTUAL PROPERTY RIGHTS, IF EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO DIRECT DAMAGES IN A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR (A) IF THE ACTION IS NOT RELATED TO PROFESSIONAL SERVICES, THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO AN ACTION, OR (B) IF APPLICABLE, THE PROFESSIONAL SERVICES GIVING RISE TO AN ACTION.

10.5 Third-Party Products. SYNERGIS AND ITS AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. SYNERGIS LICENSORS AND SOLUTIONS PARTNERS WILL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

10.6 Agreement to Liability Limit. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, SYNERGIS WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE OR PROFESSIONAL SERVICES TO YOU.

THIS SECTION 10 STATES SYNERGIS' ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS AGREEMENT OR ARISING FROM OR RELATED TO THE SUBSCRIPTION SERVICE OR PROFESSIONAL SERVICES. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY OR REMEDIES, DISCLAIMER OF WARRANTIES OR EXCLUSION

OF DAMAGES OR OTHER REMEDIES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SET FORTH IN THIS AGREEMENT SHALL REMAIN IN EFFECT. Certain statutory provisions may imply warranties or conditions or impose obligations on Synergis that cannot be excluded or modified.

11. GOVERNING LAW AND JURISDICTION.

You are contracting with Synergis and this Agreement is governed exclusively by the laws of the Commonwealth of Pennsylvania and as applicable of the United States. without reference to their respective conflicts of law principles. Both parties consent to the exclusive jurisdiction and venue in the state and federal courts located in the Commonwealth of Pennsylvania, U.S.A. for all disputes arising out of or relating to the Subscription Services, the Professional Services and this Agreement, provided any action for violation of confidentiality or intellectual property rights may be brought by a party in any appropriate jurisdiction and venue.

12. MISCELLANEOUS

12.1 Amendment; No Waiver. Synergis may modify any part or all of the Agreement by posting a revised version at https://legal.synergissoftware.com. The revised version will become effective and binding the next business day after it is posted. Synergis will provide you notice of this revision by email or electronic Subscription Service notification.

If you do not agree with a modification to the Agreement, you must notify Synergis in writing within thirty (30) days after Synergis sends notice of the revision. If you give this notice, (i) then your subscription will continue to be governed by the terms and conditions of the Agreement prior to modification until your next Renewal Term, after which the terms posted at https://legal.synergissoftware.com will apply, and (ii) the terms of the Order and SOW for the affected Professional Services will continue to apply; provided if you give this notice Synergis may by written notice to you terminate the Agreement and/or affected Subscription Services and Professional Services and (A) will promptly refund any prepaid but unused fees covering use of the Subscription Service after such termination; and (B) Synergis will deliver to you all Professional Services performed to date, upon payment by you to Synergis for all such services performed by Synergis in accordance with the applicable Order and SOW plus reimbursement for any non-cancellable commitments and for any non-refundable amounts paid by Synergis to third parties in furtherance of the applicable Order and SOW at such time.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

12.2 Force Majeure. Except for payment obligations of amounts due under this Agreement, neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; acts or omissions of the other party, its suppliers or consultants; government restrictions; pandemic; or any other event beyond the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event, and the time for performance will be extended by a period equal to the delay.

12.3 Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

12.4 Relationship of the Parties. No joint venture, partnership, employment, or agency relationship exists between the parties. The relationship of the parties hereto is solely that of independent contractors. Under no circumstances shall any employees of one party be deemed to be the employees of the other for any purpose. Neither party has the right, power or authority to bind the other party, to assume or create any obligations or responsibility or make any representations or warranties on the other party's behalf without the other party's prior written consent.

12.5 Compliance with Laws. Synergis will comply with all United States state and federal laws (where applicable) in its provision of the Subscription Service, the Professional Services and its processing of Customer Data. Synergis reserves the right at all times to disclose any information necessary to satisfy any law, regulation, legal process or governmental request.

12.6 Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of this Agreement will continue in effect. The headings and section titles are provided for convenience and ease of navigation only and shall not affect Agreement interpretation.

12.7 Notices. To Synergis: Notice will be sent in writing to the contact address set forth in the Order Form and will be deemed delivered as of the date of actual receipt.

To you: Notices will be sent in writing to your email address as provided in the Order Form or Customer Portal and will be deemed delivered as of the date the email was sent. Synergis may also give electronic notices via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in your account information for you or through the notifications center of the Subscription Service and such electronic notice will be deemed delivered as of the date of confirmation of electronic transmission. Synergis may also give notice to you by telephone calls to the telephone

numbers on record in our account information for you. You must keep all of your account information current in the Synergis Customer Portal (Synergis Account).

12.8 Entire Agreement. This Agreement (including each Order and SOW) is the entire agreement between you and Synergis for the Subscription Service and Professional Services and supersedes all prior and contemporaneous proposals and agreements, whether electronic, oral or written. Except to the extent any amendment to this Agreement is expressly accepted in writing by Synergis, Synergis objects to and rejects any additional or different terms proposed by you, including those contained in any purchase order, acceptance, acknowledgement, supplier portal, or website. Obligations set forth in this Agreement are not contingent on the delivery of any future functionality or features of the Subscription Service or Professional Services, or dependent on any oral or written comments made by Synergis regarding future functionality or features of the Subscription Service or Professional Services.

12.9 Assignment. You shall not assign, transfer, delegate or subcontract any of your rights or delegate any of its obligations under this Agreement without the prior written consent of Synergis, such consent not to be unreasonably withheld. Synergis may assign this Agreement with written notice to you to any Affiliate, in the event of merger, reorganization, sale of all or substantially all of Synergis' assets, change of control or operation of law, or in any other instance upon written notice to you.

12.10 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any third-party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except as expressly stated with respect to Affiliates, Synergis Indemnitees, Solutions Partners and Synergis licensors.

12.11 Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, will not apply to this Agreement. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement or the rights and obligations of the parties under this Agreement. In conformity with laws and regulations of the United States and other countries relating to international trade, you shall not disclose, export or re-export, directly or indirectly, any product, documentation or technical data (or direct products thereof) provided by Synergis under this Agreement to any country, entity or other party which is ineligible to receive such items under US laws and regulations as modified from time to time by the U.S. Department of Commerce or the U.S. Department of the Treasury or under other laws or regulations to which you or Synergis may be subject.

12.12 Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. You further warrant and represent that you have the authority to procure your Affiliates and Users compliance with the terms of this Agreement.

12.13 Insurance. During the term of this Agreement, Synergis will, at its own cost and expense, obtain and maintain in full force and effect, with reputable insurers having A.M. best ratings of at least A (VII) or better, liability insurance with coverage and minimum limits of liability as follows:

(i) Commercial General Liability Insurance with limits of $1,000,000 Each Occurrence and $2,000,000 Aggregate;

(ii) Automobile with combined limit of $1,000,000;

(iii) Umbrella/Excess Liability Insurance, with a limit of $5,000,000;

(iv Workers' Compensation & Employers Liability Insurance (as required by the applicable state), with limits of $1,000,000 Each Accident, $1,000,000 Disease-Policy Limit and $1,000,000 Disease-Each Employee;

(v) Professional Liability (cyber/errors and omissions liability insurance), with a limit of $5,000,000; and

(vi) International Liability Insurance with a limit of $1,000,000.

The maintenance of the above insurance by Synergis shall not modify any disclaimers or increase any limitations of liability set forth in this Agreement.

12.14 Survival. The following sections will survive the expiration or termination of this Agreement: 'Definitions', 'Fees', 'Prohibited and Unauthorized Use', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', ' 'Effect of Termination or Expiration', 'Intellectual Property', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'.

12.15 Precedence. In the event of a conflict between the terms of the Agreement and an Order and SOW, the terms of the Order and SOW will control, but only as to that Order.