

Product Specific Terms

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PLEASE READ THESE TERMS CAREFULLY.

Synergis Product Specific Terms are intended to highlight some of the important things about using our Subscription Services and Professional Services. The Product Specific Terms form part of the Synergis Customer Terms of Service and are hereby incorporated therein.

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1. Subscription Services & Adept Cloud Platform Access

1.1 Adept Cloud Plans. To access the Subscription Service, you must select and purchase a Plan—Essentials, Professional or Enterprise. The Plan you choose determines the features and functionalities available to you, and it may have specific functional limits as outlined in the Plan description.

You may upgrade your Plan at any time. You may downgrade your Plan at the time of your next Renewal. If you downgrade your Plan, you will lose access to the features and capabilities associated with your previous Plan.

1.2 Assets. Each Plan includes a base number of Assets that you may increase for a fee based on your company's needs. Assets are the unique metadata records associated with individual electronic documents and metadata records describing business assets that do not have an associated electronic document, such as paper drawings or physical assets. When Assets are versioned in Adept, those prior versions do not count as additional Assets.

1.2.1 Asset Tier Upgrades. At any point during your Subscription Term, you may increase the number of Assets that can be managed within the Service by upgrading your Asset Tier. Once increased, your Subscription Fee will not decrease during a Subscription Term, even if there is a subsequent reduction in the number of Assets being managed.

1.2.2 Asset Tier Limit. Asset Tier Limit means the maximum number of Assets you are permitted to manage within the Subscription Service as identified in your Order Form. Your Subscription Fee will increase immediately if you exceed your Asset Tier Limit during a Subscription Term. In this case, the Subscription Fee will increase up to the tier price, which corresponds with the number of Assets, and your Invoice will increase by the corresponding prorated amount for the remainder of your Current Term. Should you approach your Asset Limit during the Term, email and in-app notifications will be provided. You may view your Asset usage in the application or on the customer portal.

1.2.3 Reducing Assets at Renewal. You may remove Assets (i.e., delete records or documents) by first backing up your data, then deleting them from your Subscription Service. You will then need to notify Synergis of your desire to reduce your Asset Tier Limit. Any change in Subscription Fee takes effect as of your next renewal date, provided you sign a new Order Form at renewal.

For more details on Plans, Asset, and pricing, please refer to the [Adept Cloud Pricing Page](#) or contact your Synergis Account Manager.

1.3 Users. You may deploy Adept to an unlimited number of individual Users, provided they have a valid business email address. Each user profile is dedicated to a single user. Users may not share user profiles or log in information. Each User must have a unique user identification and password.

1.3.1 User Types. “User Type” is the manner and level of access your Users have to the Subscription Service. A “Power User” has access to more capabilities of the Subscription Service than a “Lite User.” Administrators have additional granular control over user permissions to features, data, and Assets. Each Synergis account must be assigned a User Type, and you may assign any number of Power Users and Lite Users in any combination you choose. You may change the User Type assigned to each user profile at any time. Please refer to the product documentation for more information on User Types, access rights, and permissions.

2. Retrieval of Customer Data

We strongly recommend retrieving your Customer Data prior to the end of your Subscription Term. If you need help retrieving your Customer Data during the Subscription Term, we will provide reasonable assistance to you, at your reasonable cost, and in accordance with the ‘Confidentiality’ section of the [Customer Terms of Service](#).

2.1 Retrieval of Customer Data after Termination or Expiration. If you make a written request within thirty (30) days after termination or expiration of your subscription, at our discretion, we will either provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. If we provide you with temporary access to the account, we may charge a reactivation and/or data transfer fee.

Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data. We will delete all Customer Data in our systems or otherwise in our control unless (i) we are legally prohibited or (ii) save as set out in the 'Deletion or Return of Customer Personal Data' section of the DPA, then such Customer Personal Data will be Processed in accordance with our DPA.

We will provide reasonable assistance to you, at your reasonable cost, if you require any assistance to retrieve your Customer Data during the Subscription Term, and in accordance with the 'Confidentiality' section of the [Customer Terms of Service](#). Contact your Synergis Account Manager to request assistance.

3. Update, Upgrade and Other Services

3.1 Subscription Services Updates and Upgrades. Synergis may provide Updates and Upgrades to the Subscription Service from time to time. 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 Subscription Service. 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 during the Subscription Term, nor that an operating system or feature set supported in a current Subscription Services will be supported in future updates or upgrades.

3.2 Beta Services. If we make beta access to some or all of the Subscription Service available to you (i) the Beta Services are provided "as is" and without warranty of any kind, (ii) we may suspend, limit, or terminate the Beta Services for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind, except in respect of losses that cannot be legally limited or excluded under law, related to your use of the Beta Services.

We may require your participation to be confidential, and we may also ask you to provide feedback on your use of the Beta Services. You agree that we have the right to use and incorporate your feedback into our services and products, without payment or attribution to you. Additional Beta Terms may apply.

3.3 Third Party Sites and Products. You can choose to integrate Third Party Sites and Products with the Subscription Service. We are not responsible for any Third-Party Sites and Products or for any issues arising from or related to the Third Party Site or Product. The availability of any integration to a Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

4. Service Uptime Commitment

4.1 Uptime Definitions. For the purposes of this 'Service Uptime Commitment' section, the following definitions will apply:

"Downtime" means a critical full outage/severe issue that constitutes a catastrophic problem causing complete inability to use the Subscription Service, excluding Free Services, across a significant portion of the production environment (e.g. crash or hang), resulting in production downtime and where there is no workaround or solution to the problem.

"Excluded" means the following: (i) unavailability caused by circumstances beyond our reasonable control, including, without limitation, act of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), or any other force majeure event or factors; (ii) any problems resulting from Customer's combining or merging the Subscription Service with any hardware or software not supplied by us or not identified by us in writing as compatible with the Subscription Service; (iii) interruptions or delays in providing the Subscription Service resulting from telecommunications or internet service provider failures outside of our datacenter as measured by our cloud infrastructure provider; (iv) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Subscription Service; and (v) unavailability caused while we perform maintenance or other updates related to the Subscription Service when necessary, in Synergis's sole, reasonable discretion or other maintenance related to migrations.

"Service Uptime" means
$$\frac{(\text{total hours in calendar month} - \text{Excluded duration} - \text{Downtime duration})}{(\text{total hours in calendar month} - \text{Excluded duration})} \times 100\% = \text{Service Uptime}$$

4.2 Service Uptime. We will use commercially reasonable efforts to meet a Service Uptime of 99.5% for our Subscription Service in a given calendar month. All availability calculations will be based on our system records. Notwithstanding anything to the contrary in this Agreement, as Customer's sole and exclusive remedy for failure to meet Service Uptime commitments, in the event there are two (2) or more consecutive calendar months during which the Service Uptime falls below 99.5% in a given calendar month, Customer will be entitled to receive a credit equal to the pro-rated amount of fees applicable to the downtime as measured within two (2) or more consecutive calendar months during which the Service Uptime fell below 99.5%. The credit will be applied against an invoice or charge for the following renewal Subscription Term, provided Customer requests such credit within twenty (20) days of the end of the relevant calendar month in which Synergis did not meet the Service Uptime of 99.5%.

The total aggregate amount of service credits issued to Customer for any failure by Provider to meet the Service Availability commitment, whether in a single calendar month or cumulatively over the term of this Agreement, shall not exceed **ten percent (10%) of the fees paid or payable by Customer for the affected service during the applicable twelve (12) month period**. Notwithstanding anything to the contrary in the Agreement or this section, this 'Service Uptime Commitment' section does not apply to our Free or Beta Services.

5. Professional Services Specific Terms

5.1 Definitions

Capitalized terms used in this Professional Services section have the meanings set forth in the Customer Terms of Service, as supplemented with the following definitions:

"Acceptance" shall mean the procedure if any specified in the SOW or Order Form by which Customer acknowledges that Services performed by Synergis under a SOW or Order Form have complied with the terms and specifications of the SOW or Order Form and the Agreement.

"Change Control Document", also referred to as **"Change Order"** is a written instrument that modifies the terms of an existing Statement of Work by formally documenting and authorizing changes to scope, deliverables, timeline, pricing, resources, or other material terms — and which, once executed by authorized signatories of both parties, becomes a binding amendment to the original Statement of Work.

"Customer Success Manager (CSM)" means a technical resource with expertise assigned as the Customer's primary point of contact for technical concerns and proactive success planning.

"Downtime" means a critical full outage/severe issue that constitutes a catastrophic problem causing complete inability to use the Subscription Service, excluding Free Services, across a significant portion of the production environment, resulting in production downtime and where there is no workaround or solution to the problem.

"Onboarding Services" means Installation and Configuration Services, Legacy Data File Import and Training as further defined in a SOW or Order Form.

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

"Statement of Work" or "SOW" means a written document executed by the parties that describes the specific services, deliverables, project scope, milestones, timelines, assumptions, responsibilities, and applicable fees for a particular engagement under this Order or Order Form.

"Synergis Personnel" shall mean employees, contractors or third-party service providers of Synergis who are assigned to perform Professional Services as listed in a SOW or Order Form.

"Term-Based Services" means services such as Remote Administration, and Extended or Ongoing Technical Consulting Services, as such terms are defined in a SOW or Order Form.

"Work Product" shall mean the work developed or produced by Synergis during performance of the Professional Services pursuant to any SOW or Order Form, including, but not limited to, any design documentation, software, software changes, training, consulting or implementation, developed code, and/or other deliverables and all related intellectual property therein.

5.2 Services

5.2.1 General Services Provision. Synergis agrees to provide to Customer, and Customer agrees to acquire from Synergis, Professional Services in accordance with any SOW or Order Form signed by the parties.

5.2.2 Helpdesk Support Services. Customer is provided with Helpdesk support for the Subscription Services. One trained Customer Administrator or alternate may submit an unlimited number of Helpdesk support requests, but all such requests must relate solely to the Customer's use of the Subscription Services. Requests may be submitted via telephone, email, or through the Adept Support Portal. Synergis will make commercially reasonable attempts to respond to a properly submitted request within the Initial Response Times stated below. This response will consist

either of: (a) a suggested problem resolution; or (b) in the case of a request which in Synergis' sole discretion requires research or escalation, a notification of the estimated time to provide a resolution or a workaround. Synergis will make reasonable commercial efforts to resolve within three business days any request found to arise from the Subscription Services.

Synergis will accept requests that relate to Subscription Services and trouble-shooting requests will be accepted for minor installation or implementation questions. However, support may not be used in place of Onboarding Services or Customer user or administrator training.

Adept Support Priority Levels

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

Adept Support Hours:

- **Essentials**
 - 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.
- **Professional**
 - 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.
- **Enterprise:**
 - 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 Support Portal, by email, or by phone.

5.2.3 Support Limitations. Issues resulting from Customer's use of API's or Customer's modifications to code in the Subscription Service may be outside the scope of support. Synergis will only provide support for integrations supported by Synergis.

5.2.4 Onboarding Services. The scope, timeline and costs for Onboarding Services will be specified in a SOW or the Order Form signed by both parties.

The Customer Success Manager for the Onboarding Services must be available via video conference, email, or other agreed-upon remote communication channels during scheduled implementation sessions. Additionally, a Customer information technology (IT) resource must be

available remotely to respond to questions, provide system access credentials, integration permissions, or other necessary access rights within 2 hours of the request.

Failure of these key personnel to be available during scheduled remote implementation sessions may adversely impact the quality of the implementation and the proposed implementation timeline. If additional implementation time is required due to lack of Customer resource availability, delayed responses to information requests, or unavailability during scheduled remote sessions, Customer will be required to pay for such additional time at Synergis standard rates.

5.2.5 Professional Services Completion. All Professional Services are performed remotely.

5.2.6 Legacy Data File Import. Synergis does not guarantee to import all legacy data files into the Subscription Services database. Directories to be imported will be agreed upon prior to the implementation.

5.2.7 Training. Customers who have been confirmed for specific training courses may reschedule or cancel without penalty with ten calendar days prior written notice. Customers who reschedule or cancel enrollment less than ten calendar days before the class will be charged the full course fee. Once the fees are paid, the Customer can enroll in another class of equal or lesser value for an additional \$200 per participant. Customers who fail to appear for training, and provide no notice, will be billed the full course fee and will receive no future training credits or discounts.

5.2.8 Term-Based Services. All Term-Based Services such as, but not limited to, Remote Administration, and Ongoing Technical Consulting Services, are provided in accordance with the scope, terms and costs specified in the SOW or the Order Form signed by the parties. Term-Based Services Fees and Expenses will be invoiced upon Order Form acceptance. Auto-Renew contracts will be billed annually on Order Form anniversary date.

5.3 Acceptance

5.3.1 No Acceptance Requirement for Services. Unless the process and criteria are specifically stated in the applicable SOW or Order Form, Customer acknowledges and agrees that (i) there are no deliverables for Professional Services, and (ii) Acceptance, formal or otherwise, is not a prerequisite to Customer payment as provided in the applicable SOW or Order Form. In any event, Acceptance will be deemed received upon completion of the Professional Services, and Customer agrees to provide written or electronic (emailed) acknowledgement of receipt of Professional Services. Payment by Customer to Synergis shall not be withheld based on any Acceptance conditions not set forth in the applicable SOW or Order Form. Implementation Services, Custom Programming Fees and Expenses will be invoiced on date rendered, registered,

at milestone delivery or as expenses are incurred, as provided in the Order Form or an applicable SOW.

5.4 Change Control Procedures

Either party may request changes to the Professional Services in accordance with the following procedure:

5.4.1 Either party may advise the other party in writing of a requested change, specifying the change with sufficient details to enable the other party to evaluate it ("Change Request").

5.4.2 Within five (5) business days following receipt of such a Change Request, Synergis shall provide Customer with an estimate of the time and cost to assess and make the Change Request.

5.4.3 Unless otherwise defined in the Order Form or applicable SOW, within five (5) business days of receipt of the estimate ("Response Period"), Customer will advise Synergis in writing whether to proceed with the Change Request. If Synergis has not received written notice within the Response Period, then Customer shall be deemed to have advised Synergis not to proceed.

5.4.4 If Customer advises Synergis to proceed with the Change Request, then Synergis shall provide Customer with a Change Control Document in accordance with the estimate which: (i) sets forth the impact of the change on the total cost of the applicable Professional Services, duration, other Professional Services, and any other areas which in the opinion of the Synergis Project Manager is likely to be affected by the requested change; and (ii) incorporates a description of the requested change and its cost.

5.4.5 If Customer signs and returns the Change Control Document within five (5) business days of receipt, then the provisions of the applicable SOW or Order Form affected by the Change Request shall be amended to incorporate such change in accordance with the Change Control Document. If Customer does not do so, the Change Request shall be deemed rejected.

Should Customer desire to modify or extend the Professional Services performed under a SOW or Order Form after it has been signed, the parties will develop and sign written change orders. Upon Customer's request, Synergis will provide a detailed description of Professional 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 Order Form or SOW.

5.5 Services Rescheduling

5.5.1 Services Rescheduling. Customer may request to reschedule scheduled Professional Services 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.