

Synergis Adept On-Premise (11.x) Subscription Agreement

version: 20260520

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1. **SUBSCRIPTION GRANT.** This Agreement governs Subscriber's use of any Synergis Adept™ on-premise document management software and any Adept-related software provided to Subscriber by Synergis at any time on or after the date hereof (collectively, the "Software"). The term "Software" includes machine-readable instructions, object code, licensed or sublicensed components provided by third parties, audio/visual content, associated media, and printed and electronic documentation and materials, whether incorporated into, distributed with or for use with the Software, and any add-in modules, updates, upgrades and enhancements thereto. Synergis grants Subscriber the following non-exclusive, non-transferrable (except as provided in Paragraph 5), limited use rights, for Subscriber's internal business purposes only during the Term (as defined in Paragraph 2 TERM) for the number and type of Subscription Licenses outlined in the Order Agreement, provided Subscriber complies with all terms and conditions of this Agreement:
 - a. **Use.** Subscriber may store, load and install (collectively, "Load"), and execute or display (collectively, "Use"), the Software as follows:
 - (i) Subscriber may Load the Adept Desktop Client Software ("Desktop Client") and Adept Explorer, Adept Reviewer and Adept Creator ("Browser Client") on multiple

computers, but you may Use the Desktop Client and the Browser Client only in accordance with the total number and type of licenses for which you have subscribed. You may access the databases through the Desktop Client or Browser Client in accordance with the number of Concurrent Licenses and/or Named Licenses for which you have subscribed. A Concurrent License includes each instance in which a Client authorized user is logged into such Software. However, at no time shall the total combined number of Desktop Client, Browser Client and Custom Application (as defined below) Uses exceed the total number of Concurrent Licenses. A Named License requires an identified Client authorized user to obtain a valid Adept Login ID which must be used to log-on and Use the Software and may not be shared with any other individual. Named Licenses may be reassigned by you in accordance with the documentation.

(ii) For purposes of this Agreement, the following Deployment Environments are defined: (A) "Production Environment" means the environment in which the Software is used for Subscriber's live, operational business purposes; (B) "Quality Assurance Environment" means the environment used solely for internal testing, validation, and quality assurance of the Software prior to deployment in the Production Environment; and (C) "Development Environment" means the environment used solely for internal development and testing of the Software and Custom Applications. Subscriber may Load and Use one copy of the Adept Server Software ("Server Software"), Adept PublishWave Server Software ("PublishWave Server Software") and Adept Catalyst Server Software ("Catalyst Server Software") in up to three (3) Deployment Environments under a single License: one (1) Production Environment, one (1) Quality Assurance Environment, and one (1) Development Environment, each on a separate computer, including a workstation, fileserver, or other digital electronic device ("Computer"). The Quality Assurance Environment and Development Environment may be used only for Subscriber's internal testing, quality assurance, and development purposes, and may not be used for production workloads or any other operational business purposes. Subscriber may transfer the Server Software, PublishWave Server Software, and Catalyst Server Software from one Computer to another within the same Deployment Environment type, provided that it is immediately removed from the Computer from which it is transferred.

(iii) Subscriber may Load and Use one copy of the API Software Development Kit ("API Development Kit") in each of the three (3) Deployment Environments defined in Paragraph 1.a.(ii) (i.e., the Production Environment, Quality Assurance

Environment, and Development Environment), for the sole purpose of developing and testing applications to modify, enhance, access or otherwise Use the Software ("Custom Applications"). Subscriber may transfer the API Development Kit from one Computer to another within the same Deployment Environment type, provided that it is immediately removed from the Computer from which it is transferred. Custom Applications developed by Subscriber to modify, enhance, access, or otherwise Use the Software may be distributed only within Subscriber's organization. Each Custom Application developed by Subscriber must Use a Desktop Client Concurrent License or a Browser Client Concurrent License and may not be resold or otherwise made commercially available. Subscriber may modify any sample code included with the API Development Kit as examples to design, develop, and test the Custom Applications.(iv) If Subscriber has licensed the right to Load and Use the Adept-related Software, Subscriber may Load and Use such software in accordance with the number and type (Concurrent or Named) of paid licenses from Synergis set forth in the Order Agreement ("Licenses").

(v) If Subscriber has licensed the right to Load and Use the Adept Integrator, Subscriber may Load and Use the Adept Integrator (A) Platform in accordance with the number of paid Concurrent Thread Licenses licensed from Synergis, (B) Adept Integrator Connectors in accordance with the number of paid Operating Licenses licensed from Synergis, and (C) the Studio software in accordance with the number of paid licenses from Synergis. A Concurrent Thread License includes each instance in which processing tasks are simultaneously executed by components of the Adept Integrator Platform. One Operating License of an Adept Integrator Connector is required for each operating copy of Subscriber's enterprise software infrastructure that is Used with a Connector.

(vi) If Subscriber has licensed the right to Load and Use one or more Adept Add-Ons, which may include Approval Signature Validation, Assign Workflow, Multi-Version Handler, or Supersede, Subscriber may Load and Use the Add-On for one Adept installation. If Subscriber has multiple Adept installations, Subscriber must purchase the Add-On for each installation in which it will be used.

(vii) If any Software is provided "Not for Resale" or "NFR", "demonstration", "evaluation", "trial", "pilot", "test", "beta", "First Look", or "Test Drive", then notwithstanding any other sections of this Agreement, Subscriber's Use of the Software is limited to Load and Use for internal demonstration, test, or evaluation purposes, and Subscriber may not otherwise Load, Use or transfer such Software. Without limiting the foregoing, Subscriber may not Load or Use the

Software for competitive analysis, or commercial, professional, or operational purposes. These versions may only be installed for a forty-five (45) day evaluation period, unless otherwise specified by Synergis in writing, and functional limitations may apply. After the forty-five (45) day evaluation period has expired, Subscriber agrees to purchase licenses or immediately remove and destroy all such Software.

b. Prohibitions. If Subscriber has licensed Concurrent, Named, Other, Operating, or Concurrent Thread Licenses, Subscriber must limit the number of authorized users to the number of Licenses respectively purchased from Synergis. If you have licensed Named Licenses, you must limit the authorized users to those registered with Synergis with a valid Adept Login ID. Except as expressly permitted under Paragraph 1.a.(ii) with respect to the Server Software, PublishWave Server Software, and API Development Kit (which may be deployed across up to three (3) Deployment Environments as defined therein), Subscriber may not separate the components of the Software for use on more than one Computer. Subscriber will not use any software or hardware, including, but not limited to “multiplexing” or “pooling” software or hardware, nor share Software or logins, to increase or otherwise alter the number of Concurrent, Named, Other, Operating, or Concurrent Thread Licenses. Subscriber may not rent, distribute, sell, assign, transfer (except as provided in Paragraph 5), pledge, sublicense, loan, timeshare, host, service bureau, lease or otherwise make the Software available (except for internal Use in the ordinary course of Subscriber’s business, as expressly permitted by this Agreement) to any third party. Subscriber agrees that Subscriber will not Load nor Use the Software, in whole or in part, in any manner that has the effect of overriding, modifying, eliminating, obscuring, altering or de-emphasizing the appearance of any trademark, trade name, trade dress, copyright or intellectual property notice that appears on any electronic or written display of the Software, including computer display screens normally generated by, or as a result of, the Software. The Software may include a licensing mechanism to facilitate administration of license metering, distribution, Load and Use. Any ability, if it exists, to circumvent the Software licensing mechanism does not invalidate this Agreement, nor may any such circumvention increase the number of authorized Licenses. Any attempt to circumvent the Software licensing, authorization code, valid Adept Login IDs, serial number or other copy protection mechanism constitutes a violation of this Agreement and immediately terminates this Agreement. Subscriber may not alter, decrypt, reverse engineer, reverse assemble, reverse compile, decompile, disassemble, or otherwise translate the Software. Subscriber may not modify or make derivative works of the Software, except as provided in Paragraph 1.a. (iii).

c. **Copying.** Subscriber may make one (1) copy of the Server Software solely for purposes of backup, archiving, or installation, provided the copy contains all the original Server Software's proprietary notices.

d. **Reservation of Rights.** The Software is copyrighted and owned by Synergis and/or its licensors. Synergis and/or its licensors reserve all rights not expressly granted to Subscriber in this Agreement. The Software is licensed to Subscriber for a term as provided in Paragraph 2 of this Agreement, not sold. Subscriber acknowledges and agrees that Synergis and its licensors retain exclusive right, title and ownership, including without limitation all copyright, patent, design rights, trademarks, service marks, trade secrets and all other intellectual property rights and derivatives thereof, to the Software and all modifications, enhancements, and upgrades thereto. Subscriber shall take all reasonable precautions to safeguard the confidentiality of the Software and to protect the intellectual property rights of Synergis and its licensors. This Agreement does not grant Subscriber any rights in any Synergis or its licensors' trademarks or service marks.

e. **Compliance.** Synergis reserves the right to embed a software security mechanism within the Software to monitor usage of the Software to verify Subscriber's compliance with this Agreement. Such a security mechanism may store data relating to the Use of the Software and the number of times it has been copied or Used, and by whom. Synergis reserves the right to use license administration software, valid Adept Login IDs, and/or a license authorization key to control access of the Software. Subscriber may not take any steps to avoid or defeat the purpose of any such measures. Load or Use of any Software without the authorization key provided by Synergis is prohibited. To ensure compliance with this Agreement, Subscriber agrees that upon reasonable notice, Synergis or its authorized representative shall have the right to inspect and audit Subscriber's Load and Use of the Software. Any such inspection or audit shall be conducted during regular business hours at Subscriber's facilities or electronically. If such inspections or audits disclose that Subscriber has Loaded or Used the Software in a manner that is not permitted under this Agreement, then Synergis may terminate this Agreement immediately and Subscriber is liable to pay for any unpaid fees as well as the reasonable costs of the audit.

f. **Components.** Notwithstanding the foregoing provisions of this Paragraph 1 and any other provisions of this Agreement, certain components of the Software have been licensed by Synergis from third parties under open source licenses requiring that such components remain under their original license (such as the GNU General Public

License or the GNU Lesser General Public License) and are made available to Subscriber by Synergis under their original third party licensing terms. More detailed information is available at www.synergissoftware.com/productnotices. This Agreement neither enlarges nor curtails your rights or obligations defined by the original third-party licenses applicable to such components. Upon written request, Synergis will provide you with any information or code available under such licenses.

2. **TERM.** This Agreement is effective for the specified limited term set forth in your Order Agreement, subject to (1) extension by Subscriber's timely payment of the Synergis subscriber fees set forth at SynergisSoftware.com/pricing or as otherwise mutually agreed by the parties ("Subscription Fee"), or (2) the earlier termination or rejection in accordance with the terms and conditions of this Agreement ("Term"). Subscriber may reject or terminate Subscriber's license of the Software at any time by removing all copies of the Software, together with all modifications, documentation, and components in any form. Synergis may terminate Subscriber's license of the Software upon notice if Subscriber fails to comply with any of the terms of this Agreement. Subscriber's license of the Software will automatically terminate at the end of the then current Term if Subscriber does not renew the Subscription prior to the Term end date. Upon any such termination, Subscriber agrees to remove all copies of the Software together with all modifications, documentation, and components in any form. This right of termination is in addition to any other remedies available at law or in equity to Synergis. Upon any such rejection or termination, Subscriber will not be entitled to any refund or cancellation of payments previously made or then owed to Synergis. USE OF THE SOFTWARE IS PROHIBITED FOLLOWING EXPIRATION OF THE TERM. SUBSCRIBER ACKNOWLEDGES THAT ANY SUCH UNAUTHORIZED CONTINUED USE CONSTITUTES A BREACH OF CONTRACT AND OF UNITED STATES COPYRIGHT LAWS, THAT THE SOFTWARE MAY CONTAIN LICENSE KEYS AND OTHER DEVICES TO PROHIBIT SUCH UNAUTHORIZED USE, SYNERGIS WITHOUT ANY LIABILITY TO SUBSCRIBER MAY TAKE ACTION TO DISCONTINUE SUBSCRIBER'S USE OF THE SOFTWARE, SYNERGIS SHALL BE ENTITLED TO ALL AVAILABLE REMEDIES AT LAW AND IN EQUITY TO ENFORCE ITS RIGHTS, AND SUBSCRIBER MAY BE SUBJECT TO CRIMINAL PENALTIES. The provisions of Paragraphs 1b, 1d, 2, and 6 through 12 will survive any termination of this Agreement.

3. **ADDITIONAL SOFTWARE.** This Agreement applies to additional copies, upgrades, updates, renewals, or supplements to the Software provided by Synergis, unless Synergis provides other terms prior to or along with the additional copies, upgrade, update or supplement. To Load and Use Software identified as an upgrade, update, renewal, or enhancement, Subscriber must first be a licensed user of the Software

identified by Synergis. Such Software replaces and/or supplements, as specified by Synergis, the original Software that formed the basis for Subscriber's eligibility, and Subscriber may Load and Use the resulting Software only in accordance with the terms of this Agreement. If the Software is an upgrade of a component of a package of Software programs Subscriber has licensed as a single product, the Software may be Used only as part of that single product package and may not be separated for any other Load or Use. After upgrading or updating, Subscriber will remove and may no longer Use the original Software that formed the basis for Subscriber's eligibility. At any time prior to a Term renewal, Synergis may provide you, electronically or by updating this online document, with additional or replacement License Subscription terms and conditions, which, if you elect to renew, will supplement this Agreement or replace the specified Agreement terms and conditions.

4. **PAYMENT.** Subscriber agrees that Subscriber is responsible for on-time payment of all amounts provided in the Order Agreement, and any taxes including, without limitation, any sales, use and personal property taxes, resulting from this Agreement or Subscriber's Load or Use of the Software.
5. **TRANSFER.** Subscriber may transfer the Software for the remainder of the then current Term to another end-user who purchases all or substantially all of Subscriber's assets. Any such transfer must include all Software components, media, printed materials and this Agreement, and Subscriber may not retain any copies of the Software or components thereof. The transfer may not be an indirect transfer, such as a consignment. Except as provided above, prior to any transfer, Subscriber must deliver to Synergis an executed assignment between Subscriber and the transferee, and the transferee must deliver to Synergis its written agreement to be bound by all of these Agreement terms. Upon transfer of the Software, Subscriber's license is automatically terminated. Subscriber may not assign or otherwise transfer the Software except with the prior written consent of Synergis, which may be withheld or granted in the sole discretion of Synergis.
6. **LIMITED WARRANTY.** During the Warranty Period, Synergis warrants that the Software will perform substantially as described in the documentation accompanying the Software. The Warranty Period is sixty (60) days and commences on the date the Software is electronically delivered to the Subscriber. Synergis' entire liability and Subscriber's sole remedy under this warranty shall be that Synergis will use reasonable efforts to repair or replace the nonconforming Software, and if such efforts fail, Synergis will (i) refund a pro-rated Subscription fee for the then current Term upon Subscriber's removal of the software, or (ii) provide such other remedy as may be required by

applicable law. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SYNERGIS AND ITS LICENSORS, SUPPLIERS, AFFILIATES AND RESELLERS PROVIDE THE SOFTWARE "AS IS" AND HEREBY DISCLAIM 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; if any such provisions apply, then to the extent Synergis is able, Synergis hereby limits its liability for breach of those provisions to, at Synergis' sole option, replacement of the Software or reimbursement of the price paid to license the Software for the then current Term. Synergis does not warrant that the Software is error-free, that any error or nonconformity can be remedied, or that access will be secure. The above warranties are exclusive. Replacement Software will be warranted for the remainder of the original Warranty Period or twenty (20) days, whichever is longer. Subscriber acknowledges that the Software is not designed, manufactured or intended for use in the planning, construction, maintenance, control or operation of nuclear facilities, aircraft navigation, control or communication systems, weapons systems or life support systems. Subscriber is responsible for the supervision, management and control of the Load and Use of the Software, and output of the Software, including, but not limited to: (i) selection of the Software to achieve Subscriber's intended results; (ii) determining the appropriate uses of the Software and the output of the Software in Subscriber's business; (iii) establishing adequate independent procedures for testing the accuracy of the Software and any input and output; and (iv) establishing adequate backup to prevent the loss of data in the event of a Software, hardware, network, other software or system malfunction. Because the Software is inherently complex and may not be free of errors, Subscriber should backup and verify Subscriber's work. Synergis shall not be responsible or liable for the deletion, loss, corruption, or failure to store any of Subscriber's data or documents. Synergis' limited warranty is void if breach of the warranty has resulted from (i) accident, corruption, misuse or neglect of the Software; (ii) acts or omissions by someone other than Synergis; (iii) combination of the Software with products, hardware, material or software not provided by Synergis or not intended for combination with the Software; or (iv) failure by Subscriber 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. Subscriber is responsible to ensure Subscriber's network is optimized for database and file transactions between

the primary Software application, Subscriber's database server and Subscriber's users of the Software.

7. **PUBLICITY.** You grant Synergis the right to add your name and company logo to the Synergis customer list and website.

You can opt-out of this use by filling out the Publicity Opt-Out form at:

<https://www.synergissoftware.com/publicity-opt-out>

8. **INDEMNIFICATION.** Subscriber shall indemnify, defend and hold harmless Synergis, its licensors, suppliers, affiliates, resellers, employees, contractors and agents against any and all damages, costs, losses, expenses, liability, claims or demands, and reasonable attorney and court fees, which may be claimed, incurred, suffered or made against any of them, which arise out of or are related to (i) any breach by Subscriber of its obligations under this Agreement, (ii) any willful, unlawful or negligent act or omission of Subscriber, (iii) any software, equipment, technology, data or application not provided by Synergis, or (iv) any Subscriber modification or misuse of the Software.
9. **LIMITATION OF REMEDIES AND LIABILITY.** To the maximum extent permitted by applicable law, the entire liability of Synergis, its licensors, suppliers, affiliates, and resellers, and Subscriber's exclusive remedy shall be as set forth in the express limited warranty described in Paragraph 6 above. If Synergis does not remedy a breach of warranty, Subscriber may terminate Subscriber's license as provided in Paragraph 2 and Subscriber's Software license fees for the then current Term will be refunded upon the removal of all of Subscriber's copies of the Software. To the maximum extent permitted by applicable law, for any claim arising out of the Synergis limited warranty, or for any other claim whatsoever related to the subject matter of this Agreement, Synergis' and its licensors', suppliers', affiliates' and resellers' collective liability for all types of damages, regardless of the form of action or basis (including without limitation contract, breach, estoppel, negligence, misrepresentation, strict liability, product liability or tort), shall be limited to the greater of \$500 or the amount paid to Synergis or its authorized reseller or distributor for the then current Term of the license hereunder for the Software 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 this Agreement may be brought by Subscriber 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 this Agreement, entitled to the benefit and enforcement of the provisions hereof.

IN NO EVENT WILL SYNERGIS, ITS LICENSORS, SUPPLIERS, AFFILIATES, OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY,

PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES, LOST SAVINGS, INTERRUPTION OF USE, ANY LOSS OF, INACCURACY IN, CORRUPTION, OR DAMAGE TO DATA OR RECORDS, FOR CLAIMS OF THIRD PARTIES, FOR DAMAGE TO REAL OR TANGIBLE PROPERTY, FOR LOSS OF PRIVACY ARISING OUT OR IN ANY WAY RELATED TO THE LOAD OR USE OF OR INABILITY TO LOAD OR USE THE SOFTWARE, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT), REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY OR CONTRACT, TORT, NEGLIGENCE, ESTOPPEL, MISREPRESENTATION, PRODUCT LIABILITY OR STRICT LIABILITY, AND EVEN IF SYNERGIS, OR ITS LICENSORS, SUPPLIERS, AFFILIATES, OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY SUBSCRIBER 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.

10. **UNITED STATES GOVERNMENT RESTRICTED RIGHTS.** The Software is a “commercial item” as that term is defined in 48 C.F.R. 101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, this Software is licensed to any U.S. Government end users (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.
11. **EXPORT RESTRICTIONS.** The Software is subject to the export control laws of the United States. Subscriber may not (a) acquire, ship, transfer, or re-export, directly or indirectly, the Software or any direct product therefrom, in violation of any applicable export laws or (b) permit the Software to be used for any purpose prohibited by such export laws, including without limitation, nuclear, chemical, missile, or biological weapons proliferation.
12. **APPLICABLE LAW.** This Agreement is governed by the laws of the Commonwealth of Pennsylvania, United States of America, notwithstanding any choice of law rules in any jurisdiction to the contrary. The UN Convention on Contracts for the International Sale of Goods shall not apply. Any action, regardless of form, arising out of or related to this Agreement may be brought by Subscriber only in the federal and state courts located in Pennsylvania, provided Synergis may institute action in any applicable jurisdiction.

- 13. ENTIRE AGREEMENT.** This Agreement, together with the Order Agreement and any addendum or amendment to this Agreement, is the entire agreement between Subscriber and Synergis relating to the Software. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Software or any other subject matter covered by this Agreement. No other information, whether supplied by Synergis or its dealers, distributors, or representatives, may be relied upon, and any such information is not part of the Agreement regarding the Software. This Agreement can be modified, supplemented, or amended only in writing signed by both Synergis and Subscriber.
- 14. MISCELLANEOUS.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or unlawful, such provision shall be ineffective to the extent of its unenforceability or illegality, and the remaining provisions shall continue to be valid and enforceable. No failure or delay of Synergis in enforcing its rights under this Agreement shall be deemed a waiver of such rights. All notices shall be provided to Synergis and Subscriber to the respective addresses set forth in the first paragraph of this Agreement (or such other address as a party may designate in accordance with this section), by letter delivered by nationally recognized overnight delivery service or registered, prepaid U.S. mail. Each party represents that it has the legal capacity and is duly authorized to enter into this Agreement, and are doing so with the intent to sign a legal and binding contract. Should Subscriber have any questions concerning this Agreement, or if Subscriber desires to contact Synergis for any reason, please call Synergis at (800) 836-5440 or (215) 302-3000, email: adeptsupport@synergis.com, or write: Synergis Software, a division of Synergis Technologies, LLC, ATT: Warranty and Registration Dept., PO Box 699, Quakertown, PA 18951, USA.