

SCHEDULE A
SERVICES TERMS AND CONDITIONS

These Services Terms and Conditions apply to all support, custom programming, legacy data file import, implementation and/or training services, (collectively, “Services”) provided by Synergis to Customer under the Proposal or any Synergis Consulting Services Orders (“CSO”).

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

Helpdesk support services will be provided on normal business days during the hours of 8:30 AM to 7:00 PM ET Monday through Thursday and 8:30 AM to 5:00 PM ET on Friday. 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 Software. Requests may be submitted via telephone (800-836-5440 or 215-302-3000) or via email to adeptsupport@synergis.com.

Synergis will make commercially reasonable attempts to respond to a properly submitted request within 2 business hours, and not more than 4 business hours. 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 Software. Synergis will accept requests that relate to Software and trouble-shooting requests will be accepted for minor installation or implementation questions. However, support may not be used in place of installation services or Customer user or administrator training.

2. **Subscription Expiration.** Synergis will provide a renewal quote to customer appointed contacts 60 to 90 days before Subscription expires to allow Customer time to process and deliver payment or approved purchased order to Synergis. If Subscription Renewal payment or approved purchase order is not received on or before the Subscription expiration date, the software will terminate. Customer may restart a Subscription to the software after it has been terminated at then current Subscription prices.
3. **Custom Programming.** The scope, timeline and costs for custom programming will be specified in a Consulting Services Order) CSO prepared by Synergis and signed by Customer. Synergis will own all right, title and interest to, and Customer will have a license on the same terms as Customer’s license of the Software for, any custom programming deliverables provided. Synergis may provide updates, upgrades and Helpdesk support for any such custom deliverables pursuant to a separate custom deliverables maintenance agreement and not as part of standard Support. Synergis shall exclusively own all systems, software, documentation, tools, utilities, methodologies, specifications, techniques, trade secrets, know how, and other materials, owned or in the possession of Synergis prior to the effective date of the applicable CSO or developed by Synergis thereunder and/or used in connection with the Services, together with all intellectual property rights therein, whether or not they are specifically adapted by Synergis for use in the Services.
4. **Legacy Data File Import.** The scope, timeline and costs for legacy data file import will be specified in a CSO prepared by Synergis and signed by Customer. Synergis does not guarantee to import all legacy data files into the Software database. Directories to be imported will be agreed upon prior to the implementation.
5. **Implementation Services.** The scope, timeline and costs for implementation services will be specified in a CSO prepared by Synergis and signed by Customer. Customer’s project leader for Software implementation must be available while Synergis’ implementation specialist is on-site doing the implementation. Additionally, a Customer information technology resource must be available to respond to questions or provide network access rights as necessary, within 2 hours of the request. Failure of these key people to be available during the implementation may adversely impact the quality of the implementation and the proposed implementation timeline. If more time is required to complete the implementation due to lack of Customer resource availability, Customer will be required to pay for additional time at standard Synergis rates.

6. **Travel Reimbursement Guidelines.** Synergis will be reimbursed for its reasonable travel and related expenses, in accordance with the Synergis Travel Policy, which is available upon request.
7. **Training at Synergis.** Customers who have been confirmed for specific training courses may reschedule or cancel without penalty with 10 calendar days prior written notice. Customers who reschedule or cancel enrollment less than 10 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 at Synergis 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.
8. **Services Rescheduling or Cancellations.** Customer shall provide work space and related facilities, as necessary, and access to all necessary Customer personnel and information required for Synergis to perform the Services. Customer acknowledges that such access and facilities is essential to the provision of the Services hereunder. Customers who have been confirmed for Synergis services may cancel or reschedule without penalty with 15 calendar days prior written notice. Customers who cancel or reschedule services with less than 15 days will be responsible to pay up to 50% of the fee for the first five days of services. Once the cancel or reschedule fees are paid, the Customer may choose to repurchase and reschedule services at standard Synergis rates less 15% (but such aggregate discount shall not exceed the cancel or reschedule fees paid).
9. **Changes.** Should Customer desire to modify or extend the Services performed under a CSO after it has been signed, the parties will develop and sign written change orders. Prior to Customer's issuance of change orders, Synergis will provide a detailed description of Services to be completed, fee and expense estimates, and duration. Customer will authorize the change order via a written notification prior to Synergis initiating any work. Pricing and payment terms will be set forth in each change order.
10. **No Acceptance.** Customer acknowledges and agrees that there are no deliverables for Services. Acceptance, formal or otherwise, is not a prerequisite to payment hereunder. In any event, acceptance will be deemed received upon completion of the Services and Customer agrees to provide written or electronic (emailed) acknowledgment of receipt of Services. Payment by Customer to Synergis shall not be withheld based on any acceptance conditions.
11. **Confidentiality.** Through their relationship, the parties may have access to certain proprietary information and materials of the other, including business plans, customers, technology, trade secrets, and products that are confidential and of substantial value which value would be impaired if such information were disclosed to a third party ("Confidential Information"). The parties agree that neither shall disclose to any third party, nor use for any purpose other than the provision of the Services, any such Confidential Information of the other party and shall take reasonable precautions to protect the Confidential Information. The parties further agree to the Data Processing Terms set forth at <https://www.synergissoftware.com/policies/privacy.html>
12. **Termination.** Either party may terminate a CSO prior to its expiration date, by providing five (5) days written notice to the other party. In the event of termination of a CSO for any reason, Customer shall pay for all completed Services, Services in process and expenses that can be reasonably substantiated by documentation based on the rates stated in the applicable CSO. If terminated by Customer, Customer shall pay Synergis its standard termination fees for any then scheduled implementation or training Services.
13. **Force Majeure.** Services shall be provided on a mutually agreed upon schedule. Neither party will be responsible for any delay or failure to perform arising from any cause beyond its reasonable control, and the time for performance shall be equitably extended.
14. **Limited Warranty.** Synergis warrants that all Services it provides from time to time will be performed in a workmanlike manner in accordance with reasonable commercial practice. Except as stated in the first sentence of this section, any Services or results thereof of any kind, in any form or format, that may be provided are provided "as is" without warranty of any kind. Synergis' entire liability and Customer's sole remedy under this warranty shall be that Synergis will use reasonable efforts to re-perform the Service, and if such efforts fail, Synergis shall (i) refund the price Customer paid for the Service, or (ii) provide such other remedy as may be required by law. EXCEPT AS PROVIDED IN THESE SERVICES TERMS AND CONDITIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW SYNERGIS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ABSENCE OF VIRUSES. Certain statutory provisions may imply warranties or conditions or impose obligations on Synergis that cannot be excluded or modified. Synergis' limited warranty is void if breach of the warranty has resulted from (i) accident, corruption, misuse or neglect by the Customer; (ii) acts or omissions by someone other than Synergis; (iii) combination of the Software with products, material or software not provided by Synergis or not intended for combination with the Software; or (iv) failure by the Customer to incorporate and use all updates to the Software available from Synergis. Software has been developed to perform on a LAN or across a WAN, and network bandwidth, latency and network routing play key roles in how well the Software will perform. Customer is responsible to ensure its network is optimized for database and file transactions between the primary Software application, its database server and its users of the Software.

- 15. Limitations.** To the maximum extent permitted by applicable law, the entire liability of Synergis and Customer's exclusive remedy shall be as set forth in the express limited warranty described above. If Synergis does not remedy a breach of warranty, Customer may terminate its commitment for unperformed Services and its payments for such defective or unperformed Services will be refunded. To the maximum extent permitted by applicable law, for any claim arising out of Synergis' limited warranty, or for any other claim whatsoever related to the Services Synergis' liability for all types of damages, regardless of the form of action or basis (including without limitation contract, breach, estoppel, negligence, misrepresentation, or tort), shall be limited to the greater of \$500 or the money paid by Customer to Synergis for the Services that caused the damages or that is the subject matter of, or is directly or indirectly related to, the cause of action. No action, regardless of form, arising out of or related to the Services may be brought by Customer more than one year after the cause of action has arisen, except as provided under applicable law. Synergis' licensors, suppliers, affiliates, and resellers are third party beneficiaries of these Services Terms and Conditions, entitled to the benefit and enforcement of the provisions herein. IN NO EVENT WILL SYNERGIS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES, LOST SAVINGS, INTERRUPTION OF USE OR ANY LOSS OF, INACCURACY IN, OR DAMAGE TO, DATA OR RECORDS, FOR CLAIMS OF THIRD PARTIES, OR DAMAGE TO REAL OR TANGIBLE PROPERTY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE PROVISION OR USE OF OR INABILITY TO USE THE SERVICES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY OR CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), AND EVEN IF SYNERGIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY CUSTOMER BASED ON A THIRD-PARTY CLAIM, EXCEPT TO THE EXTENT THIS EXCLUSION OF DAMAGES IS DETERMINED LEGALLY INVALID. THE FOREGOING LIMITATIONS APPLY EVEN IF THE ABOVE-STATED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Customer acknowledges that the fees for the Services fairly reflect this allocation of risk.
- 16. Entire Agreement.** These Services Terms and Conditions, the CSOs and the portions of the Proposal specifying the amount and type of Services purchased, constitute the entire agreement between Customer and Synergis relating to the Services, and supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Services. In the event of any conflict among their respective terms, these Services Terms and Conditions, then the portions of the Proposal specifying the amount and type of Services purchased, and lastly the CSOs shall control and govern. No other information, whether supplied by Synergis or its representatives, may be relied upon, and any such information is not part of the agreement regarding the Services. These Services Terms and Conditions can be modified, supplemented, or amended only in writing signed by both Synergis and Customer, and no terms and conditions contained in Customer's purchase order or other documentation shall be binding upon Synergis unless expressly accepted in writing by Synergis. If any provision of these Services Terms and Conditions 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 rights under these Services Terms and Conditions shall be deemed a waiver of such rights. These Services Terms and Conditions will be governed by the laws of the State of Pennsylvania, and any action, regardless of form, arising out of or related hereto may be brought by Customer only in the federal and state courts located in Pennsylvania, provided Synergis may institute action in any applicable jurisdiction.