



SUBSCRIPTION AND HOSTING SERVICES AGREEMENT

This Subscription and Hosting Services Agreement (“**Agreement**”) governs access to and use of certain software-as-a-service offering(s) (“**SaaS**”) and certain hosting services offering(s) (“**Hosting Services**”), collectively the Services (“**Services**”), provided by Synergist Technology, LLC, a Florida limited liability company with a primary address at 3651 FAU Blvd, Suite 400-DD2, Boca Raton, FL 33431 (“**Synergist**”), and sets forth the terms under which Synergist will provide Customer with access to and use of the Services identified in the applicable order form. By executing an order form, estimate, quote, statement of work, or any similar agreement (“**Order Form**”), to purchase the Services, the subscribing entity (“**Customer**”) agrees to the terms of this Agreement.

1. LICENSE TO USE SERVICES

1.1 Access Rights. Synergist hereby grants Customer, during the Term, a limited, non-exclusive, non-transferable, non-sub-licensable license for Customer’s employees and third-party consultants (“**Authorized Users**”) to access and use the Services in accordance with the use parameters described in the Order Form, solely for Customer’s internal business purposes consistent with the terms and conditions of this Agreement.

1.2 Administration. Synergist will issue to one Authorized User (“**Administrator**”) an individual login identifier and password (“**Administrator’s Login**”) for purposes of administering the Services. Using the Administrator’s Login, the Administrator shall assign each remaining Authorized User a unique login identifier and password and assign and manage the business rules that control each such Authorized User’s access to the Services. At the discretion of Synergist, Synergist may issue login identifiers and passwords to more than one Authorized User to assist Customer with administering access to the Services. Customer shall ensure that each Authorized User will (i) not disclose their login identifier or password to any person or entity, (ii) not permit any other person or entity to use their login identifier or password, and (iii) use the Services solely in accordance with the terms and conditions of this Agreement.

1.3 Restrictions. Customer and its Authorized Users shall be prohibited from and will not (i) sell, lease, license, or sublicense the Services, (ii) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Services or any software included in the Services, (iii) provide, disclose, divulge, or make available to, or permit use of the Services by, any third party (except as expressly provided for herein), (iv) copy or reproduce all or any part of the Services, (v) knowingly interfere, or attempt to interfere, with the Services in any way, (vi) use the Services to engage in any fraudulent, illegal, or unauthorized use of the Services, (vii) knowingly introduce into or transmit through the Services any virus, worm, trap door, back door,

or (viii) remove, obscure, or alter any copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Services.

1.4 Updates and Enhancements. Synergist shall make available to Customer, as part of the Services at no additional cost, all regular updates, upgrades, enhancements, improvements, maintenance releases, and modifications to the Services that Synergist generally makes available to its other customers (“**Updates**”). Such Updates shall be deemed part of the Services and subject to the terms and conditions of this Agreement. Synergist shall have sole discretion regarding the timing, content, and implementation of any Updates, provided that any Update does not materially reduce the functionality or performance of the Services as provided to Customer under this Agreement.

1.5 Changes to the Services. Customer may, from time to time, request to add, modify, or expand its subscribed Services under this Agreement. Any such additions or modifications shall be reflected in a new Order Form executed by the parties. Unless otherwise stated in the applicable Order Form, each addition or modification to the Services will be subject to the terms and conditions of this Agreement and will co-terminate with the then-current Term of the existing subscribed Services.

2. FEES; PAYMENT TERMS

2.1 Application and Subscription Fee. In consideration of the license rights to the Services granted in Section 1.1, Customer shall pay the fees specified in the applicable Order Form and this Agreement in accordance with the GSA Schedule Pricelist. Synergist, or its authorized reseller identified on the applicable Order Form, shall invoice Customer for all amounts payable to Synergist hereunder which shall be due within thirty (30) days of Customer’s receipt of such invoice. Late payments will incur interest in accordance with Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

2.2 Taxes. Synergist or its authorized reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

3. PROFESSIONAL SERVICES

3.1 Engagement. If Customer requires Synergist to perform any professional services, including but not limited to, customization or other technical or consulting professional services related to the Services (“**Professional Services**”), such Professional Services shall be documented in a written change order referencing the applicable Order Form and this Agreement (each, a “**Change Order**”). Each Change Order shall substantially conform to the form attached hereto as **Attachment A** and may include, or have attached thereto, a statement of work (“**SOW**”) describing the scope of work, deliverables, estimated timeline, and other project details.

3.2 Fees. Professional Services shall be billed either (i) on a time and materials basis at Synergist’s then-current hourly rates listed on the current GSA Schedule Pricelist or (ii) on a fixed fee basis, in each case as specified in the applicable Change Order. Unless otherwise agreed to in

writing by Synergist and Customer, Customer shall be invoiced for such Professional Services fees in accordance with the payment terms set forth in the applicable Order Form and this Agreement.

3.3 Applicability of Terms. All Professional Services shall be deemed part of the Services and subject to the terms and conditions of the applicable Order Form and this Agreement. In addition, each Change Order, and any SOW attached thereto, shall set forth the specific terms applicable to the Professional Services described therein. In the event of any conflict between the terms of the applicable Order Form, this Agreement, and any Change Order, and any SOW attached thereto, the terms of the Change Order shall govern solely with respect to the subject matter of such Professional Services.

3.4 Ownership of Deliverables. Except as otherwise expressly set forth in a Change Order, all rights, title, and interest in and to any software, tools, documentation, deliverables, or other materials created or developed by Synergist in connection with the Professional Services, including any modifications or enhancements to the Services (“**Deliverables**”), shall be owned exclusively by Synergist. Customer shall have a limited, non-exclusive, non-transferable, non-sublicensable right to use such Deliverables solely in connection with its authorized use of the Services under this Agreement.

3.5 Customer Responsibilities. Customer shall provide Synergist with timely access to personnel, systems, documentation, environments, and information reasonably required for the performance of the Professional Services. Customer shall also be responsible for obtaining any necessary third-party consents or licenses for Synergist’s performance of the Professional Services. Synergist’s performance of the Professional Services is dependent upon such timely cooperation by Customer. Synergist shall not be liable for any delay, failure, or additional costs in performing the Professional Services arising from or related to Customer’s failure to provide such cooperation. In the event any such failure by Customer materially impacts Synergist’s ability to perform the Professional Services, Synergist may, upon written notice to Customer, (i) modify the project schedule, (ii) invoice Customer for time spent and costs incurred as a result of such delay, or (iii) suspend performance of the Professional Services until the required cooperation is provided.

4. LIMITED WARRANTIES

4.1 Customer Warranty. Customer represents, warrants, and covenants to Synergist that (i) it has the authority to enter into this Agreement and perform its obligations hereunder and (ii) it and its Authorized Users will only use the Services for lawful purposes and will not use the Services to violate any law of any country or the intellectual property rights of any third party.

4.2 Synergist Warranty. Synergist warrants that (i) Synergist has the authority to enter into this Agreement, (ii) the Services, including SaaS and Hosting Services, will materially operate and conform to the Documentation, (iii) Synergist shall perform the obligations specified in the Service Level Agreement attached hereto as **Attachment B**, and (iv) Synergist will, if applicable to the Services provisioned by Customer, configure the Services based on the deployment metrics set forth in **Attachment C** (the “**Baseline Deployment Metrics**”), which Baseline Deployment Metrics are provided solely for planning and performance optimization purposes and do not constitute a service-level commitment. “**Documentation**” shall mean the reference,

administrative, and user manuals delivered by Synergist to Customer with the Services. Documentation shall not include marketing materials.

4.3 Disclaimer. Except as set forth in Section 4.2, Synergist makes no representations or warranties, whether express or implied, regarding or relating to any of the Services or any other matter covered by this Agreement. SYNERGIST SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SYNERGIST DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE OR UNINTERRUPTED, THAT SYNERGIST WILL CORRECT ALL ERRORS, OR THAT THE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS. SYNERGIST IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER DATA OR THIRD PARTY APPLICATIONS OR SERVICES PROVIDED BY THIRD PARTIES.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF REVENUE OR PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF OR DAMAGE TO THE OTHER PARTY’S CONTENT OR DATA, COST OF COVER OR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (COLLECTIVELY, “**NON-DIRECT DAMAGES**”), WHETHER ALLEGED AS A BREACH OF CONTRACT, TORT, OR OTHER FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED DIRECT DAMAGES. SYNERGIST’S LIABILITY UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES OF ANY KIND WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO SYNERGIST UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

6. CONFIDENTIAL INFORMATION

“**Confidential Information**” shall mean Customer Data, as defined in Section 7.1, the Services, the Documentation, any software provided by Synergist under this Agreement, the login identifiers and passwords provided to Customer and its Authorized Users, the fees charged under this Agreement, any other materials marked confidential by Customer or Synergist, and any other information and/or material conveyed under this Agreement that is identified in writing as confidential at the time of its conveyance.

For clarity, Synergist Test Materials and Derived Data, as defined in Section 7.1, do not constitute Customer Data or Confidential Information of the Customer. Synergist Test Materials and Derived Data remain the property of Synergist and may be used in accordance with Section 7.1, provided that any such use does not identify Customer or disclose Customer’s Confidential Information.

Each party acknowledges and agrees that (i) Confidential Information may constitute valuable trade secrets of the party owning such Confidential Information, (ii) it will use Confidential Information solely in accordance with the provisions of this Agreement, and (iii) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information, which will in no event be less than a commercially reasonable degree of care.

Confidential Information will not include information that is (a) publicly available, (b) already in the other party's possession and not subject to a confidentiality obligation, (c) obtained by the other party from any source without any obligation of confidentiality, (d) independently developed by the other party without use of or reference to the disclosing party's Confidential Information, or (e) required to be disclosed by order of a court or other governmental entity, provided no less than ten (10) days' notice is given to the party owning such Confidential Information so that such party may obtain a protective order of other equitable relief. Synergist recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

7. PROPRIETARY RIGHTS

7.1 Ownership of Customer Data. As between Synergist and Customer, all title and intellectual property rights in and to the Customer Data are owned exclusively by Customer. For purposes of this Agreement, "**Customer Data**" means all data, content, or information that (i) originates from Customer, its systems, or Authorized Users or (ii) is otherwise submitted to, uploaded to, generated within, or processed through the Services by or on behalf of Customer in connection with Customer's permitted use of the Services.

Notwithstanding the foregoing, Customer Data does not include (a) any test inputs, prompts, instructions, configurations, or other test or evaluation materials authored, supplied, or otherwise created by Synergist ("**Synergist Test Materials**") or (b) any data, information, analyses, or results derived, generated, aggregated, or anonymized by Synergist in connection with the operation, evaluation, or improvement of the Services ("**Derived Data**"). Derived Data includes, without limitation, performance metrics, usage patterns, benchmarks, evaluator outputs, error rates, statistical analyses, and any suggestions, feedback, or recommendations provided by Customer or its Authorized Users ("**Feedback**"), as well as any other de-identified or aggregated analytical data.

Synergist retains all rights, title, and interest in and to the Synergist Test Materials and Derived Data, including any intellectual property rights therein. Synergist may use such Derived Data for any lawful purpose, including but not limited to, analytics, benchmarking, service improvement, and the development of new features or offerings, provided that such use does not identify Customer or disclose Customer's Confidential Information.

In connection with the provision of the Services, Synergist may store and maintain Customer Data for a period of time consistent with Synergist's standard business processes for the Services.

Following expiration or termination of this Agreement, Synergist will deactivate the applicable Customer account(s) and delete any Customer Data therein in accordance with Synergist's standard retention and deletion processes. Synergist may retain Customer Data as required by applicable law, regulation, or legal process, or as reasonably necessary to comply with its legal obligations, resolve disputes, or enforce this Agreement. Any retained Customer Data will remain subject to the confidentiality obligations set forth in this Agreement.

Customer grants to Synergist the right to host, use, process, store, display, and transmit Customer Data as reasonably necessary to provide the Services pursuant to and in accordance with this Agreement and the applicable Order Form. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data, and for obtaining all rights related to Customer Data necessary for Synergist to provide the Services.

7.2 Synergist Intellectual Property Rights. All rights, titles, and interests in and to the Services, including without limitation, all intellectual property rights therein and all modifications, extensions, customizations, scripts, or other derivative works of the Services provided or developed by Synergist, and anything developed or delivered by or on behalf of Synergist under this Agreement, are owned exclusively by Synergist. Except as expressly provided in this Agreement, the rights granted to Customer do not convey any rights in the Services, express or implied, or ownership in the Services or any intellectual property rights thereto.

Synergist's rights extend to all Synergist Test Materials and Derived Data, including any intellectual property rights therein. Synergist may use, reproduce, modify, and create derivative works of such Derived Data for any lawful purpose, provided that such use does not identify Customer or disclose Customer's Confidential Information.

Any rights in the Services, Synergist Test Materials, Derived Data, or other Synergist intellectual property not expressly granted herein are reserved by Synergist.

“**Synergist Marks**” means the Synergist and AFFIRM service marks, logos, and product and service names, which are trademarks or service marks of Synergist Technology, LLC. Customer agrees not to display or use the Synergist Marks in any manner without Synergist's prior written consent. The trademarks, logos, and service marks of third-party application providers (“**Third-Party Marks**”) are the property of their respective owners. Customer is not permitted to use any Third-Party Marks without the prior written consent of the applicable owner.

8. TERM AND TERMINATION

8.1 Term. The Initial Term of this Agreement (the “**Initial Term**”) shall be the period specified on the applicable Order Form. Upon expiration of the Initial Term, Customer's subscription to the Services may be renewed for successive renewal periods of the same duration as the Initial Term (each, a “**Renewal Term**”) by executing a written order.

Written notice of any change in fees in accordance with the GSA Schedule Pricelist applicable to a Renewal Term shall be provided to Customer at least thirty (30) days prior to the commencement of the applicable Renewal Term, unless otherwise state on the applicable Order Form.

The Initial Term, together with any Renewal Term(s), are referred to in this Agreement collectively as the “**Term**”.

8.2 Termination by Synergist. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Synergist shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

8.3 Termination by Customer. Customer shall have the right, upon notice to Synergist, to terminate this Agreement in accordance with GSA Schedule Contract Clause 552.212-4(l) or (m).

9. INDEMNIFICATION

9.1 Intellectual Property Indemnification. If a third party makes a claim against either Synergist or Customer (“**Recipient**”, which may refer to Synergist or Customer depending upon which party received notice of claim) that any information, design, specification, instruction, software, service, or data (collectively, the “**Material**”) furnished by either Synergist or Customer (“**Provider**”, which may refer to Synergist or Customer depending on which party provided the Material) and used by the Recipient infringes the third party’s intellectual property rights or violates the third party’s data privacy rights, the Provider, at the Provider’s sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs, and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: (i) notifies the Provider promptly in writing, not later than thirty (30) days after the Recipient receives notice of the claim (or sooner if required by applicable law), (ii) gives the Provider sole control of the defense and any settlement negotiations, and (iii) gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Synergist’s ability to meet obligations under the relevant Order Form, then Synergist may, upon thirty (30) days prior written notice, terminate the Order Form. If such Material is third-party technology and the terms of the third-party license do not allow Synergist to terminate the license, then Synergist may, upon thirty (30) days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services. The Provider will not indemnify the Recipient if the Recipient (i) alters the Material or uses it outside the scope of use identified in the Provider’s user or product documentation or user guides or (ii) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The

Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. Synergist will not indemnify Customer to the extent that an infringement claim is based on a third-party application or any Material from a third-party portal or other external source that is accessible or made available to Customer within or by the Services.

9.2 Indemnification. Synergist (the “**Indemnifying Party**”) shall indemnify, defend, and hold harmless the other party, its officers, directors, employees, and agents (the “**Indemnified Party**”) from any against any loss, cost, liability, or expense, including reasonable attorneys’ fees, arising from third-party claims to the extent caused by the negligence, misrepresentation, misconduct, error, omission, or other actions of the Indemnifying Party or its agents, employees, or contractors. The Indemnified Party must promptly notify the Indemnifying Party of any claim, provide reasonable cooperation at the Indemnifying Party’s expense, and allow the Indemnifying Party sole control of the defense and settlement of the claim, provide the Indemnifying Party will not settle any claim without the Indemnified Party’s prior written consent if the settlement imposes obligations other than payment of monies.

9.3 Reserved.

10. GOVERNING LAW; DISPUTE RESOLUTION; VENUE

This Agreement is governed by the Federal laws of the State of Florida, without regard to its conflict of laws rules.

11. EXPORT

11.1 Compliance with Export Law. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services, including technical data. Customer and Synergist each agree to comply with all such export laws and regulations. Customer agrees that no data, information, software programs, and / or materials resulting from the Services, or direct product thereof, will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

11.2 Geographic Location. Customer acknowledges that the Services are designed with capabilities for Customer and Authorized Users of Customer to access the Services without regard to geographic location and to transfer or otherwise move Customer Data between the Services and other locations such as workstations of Authorized Users. Customer is solely responsible for the authorization and management of Authorized User accounts across geographic locations, as well as export control and geographic transfer of Customer Data.

12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement incorporates by reference all Order Forms, attachments, and exhibits, and this Agreement, together with such referenced items, constitute the entire understanding between Customer and Synergist and are intended to be the final and entire

expression of their agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, RFPs, and / or agreements between the parties. There are no other verbal agreements, representations, warranties, undertakings, or other agreements between the parties.

12.2 Precedence. In the event of any inconsistencies between the terms of an Order Form and this Agreement, the Order Form shall take precedence.

12.3 Modifications. Under no circumstance will the terms, conditions, or provisions of any purchase order, invoice, or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter, or expand the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Synergist to object to such terms, conditions, or provisions. This Agreement shall not be modified except as expressly set forth herein, or in writing and signed or accepted electronically by the party against whom the modification, amendment, or waiver is to be asserted, or by a properly executed Order Form or amendment to this Agreement.

12.4 Assignment. This Agreement shall inure to benefit and bind the parties hereto, their successors, and permitted assigns. Neither party may assign this Agreement or transfer the Services or any interest therein to another individual or entity without the prior written consent of the other party which consent shall not be unreasonably withheld.

12.5 Relationship of Parties. Synergist is an independent contractor, and each party agrees that no joint venture, partnership, or agency relationship exists between the parties.

12.6 Third Parties. Synergist's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by Customer to provide consulting services, implementation services, managed services, or applications that interact with the Services, are independent of Synergist and are not Synergist's agents. Synergist makes no representation or warranty about the suitability of any Synergist business partner or any third party in connection with the provision of consulting services, implementation services, managed services, or applications. Customer is solely responsible for selection of any third parties Customer engages to provide consulting services, implementation services, or managed services. Synergist is not liable for, bound by, or responsible for any problems with the Services or Customer Data arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Synergist's subcontractor or under an engagement ordered under this Agreement and, if so, then only to the same extent as Synergist would be responsible for its resources under this Agreement.

12.7 Severability. If any provision of this Agreement is held to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. A waiver of any breach under this Agreement shall not constitute a waiver of any other breach or future breach.

12.8 Force Majeure. In accordance with GSAR Clause 552.212-4(f), Neither party shall be liable for loss, delay, or non-performance, including failure to meet any obligation in the Service Level Agreement attached hereto as **Attachment A**, but excluding payment obligations, to the

extent resulting from any force majeure event including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or order or restrictions, failure of suppliers, labor stoppage or dispute, or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible and any delivery date shall be extended accordingly.

12.9 Non-Impediment. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of Synergist to provide consulting, development, or other services of any kind to any individual or entity.

12.10 Audit. Upon forty-five (45) days' written notice and no more than once every twelve (12) months, subject to Government security requirements, Synergist may audit Customer's use of the Services to ensure Customer's use of the Services is in accordance with the terms of the Order Form and this Agreement. Any such audit shall not unreasonably interfere with Customer's normal business operations. Customer agrees to cooperate with Synergist's audit and to provide reasonable assistance and access to information reasonably requested by Synergist. The performance of the audit and non-public data obtained during the audit, including findings or reports that result from the audit, shall be subject to the provisions of Section 6 of this Agreement. If the audit identifies non-compliance, Customer agrees to remedy such non-compliance within thirty (30) days of written notification of that non-compliance. Customer agrees that Synergist shall not be responsible for any of Customer's costs incurred in cooperating with the audit.

12.11 Notices. All notices, requests, and other communications under this Agreement shall be given in writing and shall be personally delivered, sent by electronic transmission (with confirmation of delivery, which may be electronic), or sent by a nationally recognized private overnight courier service to the designated person or address listed on the applicable Order Form or to such other person or address as a party shall have specified by notice in writing to the other party. If personally delivered or sent by overnight courier, then such communication shall be deemed delivered on the date of actual receipt. If sent by electronic transmission, then such communication shall be deemed delivered the date of the transmission or, if the transmission is not made before 6:00pm at the place of receipt on a business day, the first business day after transmission.

12.12 Headings. The Section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any way.

12.13 Survival. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, confidentiality, indemnification, payment, arbitration, and others which by their nature are intended to survive.

12.14 Counterparts. This Agreement may be executed in counterparts and / or by facsimile or electronic signature and, if so executed, shall be equally binding as an original copy of this Agreement executed in ink by both parties.

12.15 Customer Reference. Synergist may refer to Customer as a customer of the Services in sales presentations, marketing materials, and marketing activities to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

ATTACHMENT A
FORM OF CHANGE ORDER
CHANGE ORDER No. [Redacted]

Change Order Date: [Insert Date]
Reference Order Form: [Insert Order Form Number]
Customer Name: [Insert Customer Name]
Billing Contact: [Insert Billing Contact Name]
Billing Email: [Insert Billing Email]
Bill to Address: [Address Line 1]
[Address Line 2]
[City, State] [Zip Code]

This Change Order (“**Change Order**”) is entered into pursuant to, and is governed by, the Order Form referenced in this Change Order and the Subscription and Hosting Services Agreement between Synergist Technology, LLC (“**Synergist**”) and the Customer referenced in this Change Order (together with the referenced Order Form, the “**Agreement**”). Capitalized terms used, but not defined in this Change Order, shall have the meanings as set forth in the Agreement.

1. PURPOSE

This Change Order authorizes Synergist to perform certain Professional Services for Customer in connection with the Services described in the referenced Order Form.

2. SCOPE OF PROFESSIONAL SERVICES

Synergist shall perform the Professional Services described below in accordance with this Change Order and the Agreement. If additional detail is required, the parties may attach a SOW as **Exhibit A** to this Change Order, which shall be incorporated by reference and shall form a part of this Change Order. In the event of any conflict between this Change Order and an attached SOW, the terms of this Change Order shall control unless otherwise expressly stated.

Task / Deliverable	Description	Est. Completion Date
[Task 1]	[Description 1]	[Est. Date 1]
[Task 2]	[Description 2]	[Est. Date 2]
[Task 3]	[Description 3]	[Est. Date 3]
Final Delivery		[Est. Completion Date]

All dates and timelines set forth above are estimates only and are subject to change based on project scope, Customer dependencies, or other factors outside of Synergist's reasonable control. Any changes to dates will be communicated to Customer, and Synergist shall not be liable for any delay or failure to meet estimated dates.

This Change Order shall remain in effect until completion of the Professional Services described herein, unless earlier terminated in accordance with the Agreement.

3. CUSTOMER RESPONSIBILITIES

Customer shall provide Synergist with timely access to personnel, systems, documentation, environments, and information reasonably required for the performance of the Professional Services. Customer shall also be responsible for obtaining any necessary third-party consents or licenses for Synergist's performance of the Professional Services. Synergist's performance of the Professional Services is dependent upon such timely cooperation by Customer. Synergist shall not be liable for any delay, failure, or additional costs in performing the Professional Services arising from or related to Customer's failure to provide such cooperation. In the event any such failure by Customer materially impacts Synergist's ability to perform the Professional Services, Synergist may, upon written notice to Customer, (i) modify the project schedule, (ii) invoice Customer for time spent and costs incurred as a result of such delay, or (iii) suspend performance of the Professional Services until the required cooperation is provided.

4. FEES

4.1 Pricing Structure

Professional Services performed under this Change Order shall be billed on a [time and materials / fixed fee] basis.

[INSERT FEE SCHEDULE]

Any material change in scope or assumptions may result in an adjustment to the fees for the Professional Services.

4.2 Invoicing and Payment

Synergist shall invoice Customer for the Professional Services in accordance with the payment terms set forth in the Agreement, unless otherwise stated herein.

[INSERT INVOICING AND PAYMENT TERMS]

4.3 Expenses

Customer shall reimburse Synergist for all reasonable, pre-approved out-of-pocket travel and related expenses incurred in connection with the performance of the Professional Services in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Such expenses shall be invoiced as incurred and supported by required documentation.

By signing below, the parties agree to the terms and conditions of this Change Order, which is issued pursuant to and governed by the Agreement. Except as expressly modified by this Change Order, all terms and conditions of the Agreement remain in full force and effect.

This Change Order may be executed in counterparts and delivered electronically, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

SYNERGIST TECHNOLOGY, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT B

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) shall apply to Synergist’s SaaS and Hosting Services offerings (collectively, the “Services”), as applicable, during the term of the Customer’s subscription for such Services as set forth in the applicable Order Form and applicable Subscription Services and Hosting Agreement (“Agreement”). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

1. AVAILABILITY

1.1 Formula

The Services will, subject to the exceptions listed in Section 1.2 of this SLA, be available 99.5% of the time during each calendar month from the time that the Services go-live in Customer’s production environment (“Availability Commitment”). The availability of the Services for a given month will be calculated according to the following formula (“Availability”):

Where:

Total minutes in the month = TMM

Total minutes in the month the Services are unavailable = TMU

And:

$((TMM-TMU) / TMM) \times 100$

For purposes of this calculation, the Services will be deemed to be unavailable (“Unavailable”) only (i) if the Services do not respond to HTTP requests issued by Synergist or (ii) for the duration of a Severity-1 error or issue as defined in Section 2 of this SLA. Further, the Services will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Section 1.2 of this SLA. Synergist’s records and data will be the basis for all SLA calculations and determinations.

1.2 Exceptions

The Services will not be considered to be Unavailable for any outage that results from any maintenance performed by Synergist (i) during the standard Synergist implementation window(s) agreed upon by Synergist and Customer during Customer’s implementation period or (ii) during Synergist’s standard maintenance windows which occur on (a) Monday through Friday from 12:00am to 3:00am EST, (b) Saturday from 12:00am – 6:00am EST and 9:00am – 12:00pm EST, and (c) Sunday from 12:00am – 12:00pm EST. Any maintenance performed at Customer’s request outside of the normally scheduled maintenance will not be considered an outage.

Further, the Services will not be considered to be Unavailable for any outage that results from Customer’s information content or application programming, acts or omissions of the Customer, its agents, or third parties, delays or failures due to circumstances beyond Synergist’s reasonable

control that could not be avoided by its exercise of due care, or failures of the Internet itself or the network by which the Customer connects to the Internet.

2. SEVERITY LEVELS

Synergist shall prioritize problems / requests reported by Customer according to the severity levels set forth below. Synergist will use commercially reasonable efforts to respond according to the response specifications set forth below with respect to the Severity Level assigned to the problem.

Severity 1 – Critical

The Services suffer an error or issue in a production down situation which cannot be reasonably circumvented and which so substantially impairs the performance of the Services or any components of the Services, which are critical to the Customer's authorized use of the Services, as to effectively render the Services unusable. Synergist will acknowledge any such reported error or issue within one (1) hour and Synergist will work twenty-four (24) hours per day, seven (7) days per week to identify the error and provide an applicable workaround or fix.

Severity 2 – Serious

The Services suffer an error or issue, which cannot be reasonably circumvented, and which substantially impairs the use of one or more portions or features of the Services required by Customer to perform necessary functions but does not effectively render the Services unusable as a whole. Synergist will acknowledge any such reported error or issue within four (4) hours and, if Customer is using the Services in production, will work continually within normal business hours to identify the error and provide an applicable workaround or fix.

Severity 3 – Moderate

The Services suffer a low impact error or issue which impairs the use of the features of the Services, but the reported error or issue can be reasonably circumvented. Synergist will acknowledge any such reported error or issue within eight (8) hours and will work within normal business hours to identify the error and provide an applicable workaround or fix.

Severity 4 – Minor

The Services do not incur an error and allow Customer to fulfill necessary functions; however, Customer inquiries about existing Documentation, training, or standard use of the Services. Synergist will acknowledge any such inquiry within twenty-four (24) hours and will work within normal business hours to address and resolve Customer's inquiry.

3. RESPONSE

The severity level of the problems reported by Customer shall be reasonably determined by Synergist. Synergist will resolve each reported error or issue with the Services by using commercially reasonable efforts to provide (i) a patch or fix as necessary, (ii) a reasonable workaround for the error or issue, or, if (i) or (ii) are not reasonably practicable, (iii) a specific action plan regarding how Synergist intends to address the reported error or issue and an estimate on how long it may take to correct or workaround the error or issue. Customer agrees to use

commercially reasonable efforts to assist and provide information to Synergist as required to resolve errors or issues with the Services reported by Customer. In the event Synergist fails to meet its obligations under this Section 3, Synergist will provide a root cause analysis including definition, corrections, and process improvement plan. If a permanent repair cannot be made, a temporary solution will be implemented to the extent possible.

4. GENERAL SUPPORT AND ESCALATION PROCEDURES

Synergist's support center can be reached via telephone at +1 (561) 246-6297 or via email at support@synergist.technology between the hours of 8:00 am and 6:00 pm Eastern Standard Time Monday through Friday, excluding New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Non-urgent technical issues and questions, such as requests for changes to current functionality or design, or minor errors, should be entered by Customer in Synergist's online issues database or emailed to support@synergist.technology.

ATTACHMENT C

BASELINE DEPLOYMENT METRICS

This Attachment C (“**Baseline Deployment Metrics**”) forms part of the Subscription & Hosting Services Agreement between Synergist Technology, LLC (“**Synergist**”) and the Customer identified in the applicable Order Form (“**Agreement**”).

1. PURPOSE

The Baseline Deployment Metrics apply only to those Services that include AFFIRM AI Monitoring features or related AI monitoring functionality (collectively, “**Monitoring Services**”). The Monitoring Services may be configured and optimized based on the Baseline Deployment Metrics. These Baseline Deployment Metrics are intended solely for planning, configuration, and performance optimization of the Monitoring Services.

2. BASELINE DEPLOYMENT METRICS

The Baseline Deployment Metrics for the configuration of the Monitoring Services are as follows:

Metric	Binary Evaluator	Continuous Evaluator
Number of Evaluators	Up to 3	Up to 3
Monthly Prompts per Evaluator	8,100	2,700
Daily Prompts per Evaluator	270	90
Monitoring Interval	Every 4 hours	Every 12 hours

The Baseline Deployment Metrics described above apply per AI Asset. An “**AI Asset**” represents a discrete and cohesive software system, making use of one (1) independently deployed AI model, which is accessed through one (1) endpoint, which is a single callable production API, and is performing one (1) AI use case.

3. UPDATES TO BASELINE DEPLOYMENT METRICS

Synergist may update, revise, or replace the Baseline Deployment Metrics at any time, in its sole discretion, to reflect changes in system design, functionality, capacity, or Customer usage patterns. Updated Baseline Deployment Metrics shall be effective upon publication by Synergist, whether through documentation provided to Customer or written notice to Customer, and shall supersede prior versions.

4. EFFECT OF BASELINE DEPLOYMENT METRICS

Baseline Deployment Metrics are informational and operational in nature, provided solely for planning and performance optimization of the Monitoring Services. The Baseline Deployment Metrics do not constitute a warranty, service-level commitment, or contractual performance obligation, and shall not, by themselves, affect the calculation of fees payable by Customer to Synergist or modify the scope of Services pursuant to the applicable Order Form and Agreement.