



CLOUD SOFTWARE AND SUBSCRIPTION SERVICES AGREEMENT

PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS (COLLECTIVELY WITH THE EXHIBITS HERETO, THIS “**AGREEMENT**,”). THIS AGREEMENT APPLIES TO YOUR USE OF THE SYNITI SUBSCRIPTION SERVICE DESCRIBED HEREIN. BY (i) USING ALL OR ANY PORTION OF SUCH SUBSCRIPTION SERVICE OR (ii) COMPLETING AN ORDER FOR SUCH SUBSCRIPTION SERVICE WHICH INCORPORATES BY REFERENCE THIS AGREEMENT, THE PERSON OR ENTITY YOU REPRESENT, THE CUSTOMER, ACCEPTS AND AGREES TO AND BECOMES A PARTY TO THIS AGREEMENT.

This Agreement is by and between Syniti and Customer (as defined below) and is effective as of the date the Subscription Service (as defined below) was first ordered by Customer (the “Effective Date”). Each of Syniti and Customer are sometimes referred to herein as a “Party” and collectively as the “Parties.” In consideration of the mutual promises and upon the terms and conditions set forth below, the Parties agree as follows:

1. Definitions.

1.1. “Authorized User(s)” means Customer’s employees, consultants, contractors, and managed outsourcers who are permitted to use the Subscription Service solely for the benefit of Customer.

1.2. “Confidential Information” means this Agreement, the Subscription Service, all Content, all software listings, documentation, information, data, drawings, benchmark tests, specifications, trade secrets, methodology, object code and machine-readable copies of software, source code copies of software, and any other intellectual property or proprietary information supplied to Customer by Syniti or by Customer to Syniti which is clearly marked as “confidential” if in tangible form, or identified as “confidential” if orally disclosed. Notwithstanding the foregoing, information disclosed by a Party which, given the nature of such information or the circumstances of its disclosure, would be deemed by a reasonable Party to be the confidential and/or proprietary information of the disclosing Party, shall be considered the Confidential Information of the disclosing Party regardless of the absence of any confidential marking or identification as confidential.

1.3. “Connection” means a single data source or destination that the Subscription Service connects to in order to extract or load data.

1.4. “Connector” means two (2) Connections.

1.5. “Content” means any registrations, mappings, pre-built reports, target designs, templates or similar content provided by Syniti for use with a Subscription Service and any modifications or derivative works thereof. “Content” may be described in an Order as an ‘Accelerator.’

1.6. “Customer” means the legal entity indicated in an Order as ordering the Subscription Service.

1.7. “Dashboards” are a collection of visualizations, tables, and other visual displays arranged and visible together.

1.8. “Dashboard Author” means users with access in the Knowledge Tier component of the Syniti Knowledge Platform who can create visuals and analyze data within the dashboarding component of the Knowledge Tier. Dashboard Authors can create interactive Dashboards using advanced custom dashboard capabilities such as parameters and calculated fields, and publish dashboards to other users of the tenant.

1.9. “Data Volume Under Management” or “DVUM” means the aggregate amount of data that exists in the systems managed by, connected to, processed by, or otherwise utilized by or with a Subscription Service. The initial estimated DVUM is to be set forth in an Order, or if not set forth therein is assumed to be 2 terabytes.

1.10. “Distribution Date” of the Subscription Service means the date Syniti makes the Subscription Service available for Customer’s use.

1.11. “Documentation” means the user guides, operation manuals, specifications and other related on-line information and materials approved by Syniti relating to the use of the Subscription Service, and all modifications and derivative works thereof.

1.12. “Intellectual Property Rights” means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, business names, internet domain names, e-mail address names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

1.13. “Maximum Record Volume” or “MRV” means the total number of records that can be processed in a single job and is calculated as the total number of Records being deduped or the sum of two sets of records being overlapped.



1.14. **"Order"** means a written document, executed by Syniti, whereby Customer orders a subscription to the Subscription Service, and any Content, if applicable, which Order may contain specific terms and conditions with respect to the Subscription Service.

1.15. **"Subscription Service"** means the object code version of all or any portion of a cloud-based software as a service, delivered software, or combination of cloud-based and delivered software made available to Customer by Syniti on a subscription basis, excluding any and all Content, and all modifications and derivative works thereof.

1.16. **"Syniti"** means the Syniti legal entity that accepted or agreed to an Order for the Subscription Service.

1.17. **"Use Restriction"** means any use restriction that is set forth herein or in an Order.

2. Requesting a Subscription to a Subscription Service.

2.1. **Orders.** During the Term, the Parties may enter into one or more Orders setting forth the specific terms and conditions applicable to Customer's order of a Subscription Service and any Content, if applicable. In the event of any conflict between the provisions of this Agreement and the terms of any Order(s), the conflict shall be resolved in the following order of priority of interpretation: (a) the Order(s) and (b) this Agreement.

2.2. **Customer Acceptance of Orders.** Customer may manifest its acceptance of an Order by (a) signing an Order, (b) issuing a purchase order for the amounts set forth in an Order (whether or not such purchase order references such Order by number or other reference), or (c) accepting or using an ordered Subscription Service.

2.3. **Content.** To the extent applicable, Supplier will deliver the Content in a format accessible via a Subscription Service on the Distribution Date. Company may only use the Content in or with such Subscription Service and only during the Subscription Term.

3. Access Rights.

3.1. **General Access Rights.** Subject to the terms and conditions contained in this Agreement and the specific terms and conditions in an Order and upon payment of the Subscription Fee, Syniti grants and Customer accepts a world-wide, non-refundable, non-exclusive, non-cancelable, non-terminable, non-transferable and non-sublicensable right to access and use the Subscription Service and, to the extent applicable, any Content for connecting to, processing, accessing, managing, migrating or otherwise utilizing data solely for Customer's internal business operations and solely in accordance with the Order and applicable Documentation. Syniti reserves the right to modify its technology underlying such Subscription Service and Content at any time and agrees to notify Customer of any such modifications that negatively affect functionality.

3.2. **Additional Access Rights.** Access to a Subscription Service includes the ability to access up to (a) one Connector and (b) 50,000 address validations. Use of any Connectors is subject to the additional terms and conditions found at https://info.syniti.com/hubfs/Legal/SCS_TC_NAV2.pdf. In the event Customer exceeds one Connector or 50,000 address validations, Customer agrees to pay to Syniti additional access fees for such additional use, based on Syniti's current list prices or any prices set forth in an Order. Dashboard Authors shall be limited to ten (10).

3.3. **Connectivity.** Syniti will be responsible for maintaining connectivity from the Subscription Service to the Internet. Customer is responsible for providing connectivity to the Internet for itself and its Authorized Users. Customer shall also be responsible for ensuring that latency and available bandwidth from the user's desktop to Syniti's hosted routers is adequate to meet Customer's desired level of performance. If Customer requires a VPN or private network connection to the Subscription Service, Customer is responsible for all costs associated with any specialized network connectivity required by Customer.

3.4. **Authorized Users.** Customer is solely responsible for creating individual Authorized User accounts in order to allow access to the Subscription Service, any Content and Documentation. Access to the Subscription Service, any Content and Documentation by each Authorized User shall be solely on behalf of and for the benefit of Customer. Customer shall not authorize access to or permit use of the Subscription Service, any Content or Documentation by persons other than Authorized Users. Customer shall be responsible for all acts and omissions of its Authorized Users and any act or omission by any such Authorized User which, if undertaken by Customer would constitute a breach of the Agreement, shall be deemed a breach of the Agreement. Customer shall make its Authorized Users aware of the provisions of the Agreement and shall cause all Authorized Users to comply with such provisions. Customer is responsible for all activities that occur under its Authorized User accounts, regardless of whether the activities are authorized by Customer or undertaken by Customer, its employees or any third party, and Syniti and its affiliates are not responsible for unauthorized access to any Customer or Authorized User account.

3.5. **Documentation.** Syniti, as soon as is practicable after the Distribution Date, will make the Documentation available on its support website. Customer may not reproduce the Documentation without Syniti's express written permission.

3.6. **Content.** To the extent applicable, Syniti will deliver the Content in a format accessible via a Subscription Service on the Distribution Date. Customer may only use the Content in or with such Subscription Service and only during the Subscription Term.

3.7. **Data Volume Under Management.** If applicable to the Subscription Service ordered, in entering into an Order, Customer



will provide a good faith estimate as to the DVUM the Software will access and Subscription Fees for a Subscription Service may be based on such estimate. In the event the actual DVUM accessed is greater than such estimate, Customer agrees to pay to Syniti the incremental Subscription Fees based on such greater amount, retroactive to the Distribution Date.

3.8. Increased Maximum Record Volume. If applicable to a Subscription Service ordered, Customer will be provided with the Maximum Record Volume for the respective Subscription Service ordered. To the extent any time Customer requirements exceed the applicable Maximum Record Volume (such incremental increase, the ***“Increased Maximum Record Volume”***), Customer agrees to pay to Syniti additional fees for the Increased Maximum Record Volume set forth in an Order, or if not set forth in an Order, based on Syniti’s then-current list price.

4. Customer Responsibilities.

4.1. Security. In connection with Customer’s use of the Subscription Service or Content, Customer shall: (a) comply with all applicable laws, court orders, rules and regulations; (b) comply with applicable Syniti policies for access to and use of the Subscription Service; (c) use reasonable security precautions for providing access to the Subscription Service and Content by its Authorized Users; (d) cooperate with Syniti’s investigation of outages, security problems, unauthorized use of the Subscription Service or any suspected breach of the Agreement, or any applicable law, court order, rule or regulation; and (e) promptly notify Syniti of any known or suspected unauthorized use of Customer’s account, the Subscription Service, any Content or any other breach of security. Without limiting the foregoing, for those Orders under which Syniti will be storing, transmitting or otherwise processing Customer data, (a) Customer must encrypt such Customer data prior to transferring to Syniti or allowing Syniti to access such Customer data, or (b) if Syniti is transferring the Customer data, Customer is responsible for providing all necessary 3rd party drivers that are used to extract the data and that support encryption.

4.2. Branding. Customer shall not delete, alter, cover, or distort any copyright, trademark, any printed or on-screen proprietary or legal notice, or other proprietary rights notice placed by Syniti on or in the Subscription Service, any Content or Documentation.

4.3. Credentials. Customer and its Authorized Users shall be responsible for maintaining the confidentiality and security of all passwords and other access protocols required in order to access the Subscription Service, if applicable.

4.4. On-Premise Agents. Customer shall be responsible for properly installing any on-premises software agents that are provided by Syniti as necessary components of a Subscription Service. Such agents must be installed and configured according to the Documentation. Upon Syniti’s making generally available a new version of an agent, Customer must upgrade all instances of each such agent within 30 days of receiving a notification from Syniti. Failure to apply an upgrade may result in one or more features, or the entire Subscription Service, becoming unavailable.

5. Use and Access Restrictions.

5.1. Restrictions. Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license, sublicense, or otherwise encumber any portion of the Subscription Service, any Content or Documentation; (b) decompile, disassemble, or reverse engineer any portion of the Subscription Service or attempt to discover any source code or underlying ideas or algorithms of the Subscription Service; (c) create any derivative work based on the Subscription Service or any other Syniti Confidential Information; (d) use the Subscription Service to provide processing services to third parties, commercial timesharing, rental or sharing arrangements, or on a ‘service bureau’ basis or otherwise use or allow others to use the Subscription Service for the benefit of any third party; (e) use the Subscription Service to store or transmit infringing, libelous, obscene, threatening, or otherwise unlawful or tortious material, including without limitation material harmful to children or violating third party intellectual property or privacy rights; (f) provide, disclose, divulge or make available to, or permit use of the Subscription Service or any Content by persons other than Customer’s Authorized Users who have signed a confidentiality agreement consistent with the terms and provisions herein; (g) use the Subscription Service or any Content, or allow the transfer, transmission, export, or re-export of the Subscription Service or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency; (i) exceed any Use Restriction or (j) interfere with or disrupt the integrity or performance of the Subscription Service. All the limitations and restrictions on the Subscription Service in this Agreement also apply to the Documentation.

5.2. No Implied Licenses. Customer acknowledges that there are no licenses granted by implication under this Agreement. Syniti and its licensors retain and reserve all right, title and interest in and to the Subscription Service, all Content, the Documentation, and all Intellectual Property Rights therein, and retain all rights, title and interest (including but not limited to Intellectual Property Rights) in the Subscription Service, all Content and the Documentation not specifically granted to Customer. Customer acknowledges that, as between the Parties, Syniti owns all Intellectual Property Rights and proprietary interests that are embodied in, or practiced by, the Subscription Service, all Content, and the Documentation. Any license granted by Syniti pursuant to this Agreement is only for Intellectual Property Rights that are owned by Syniti or that Syniti has a right to sublicense.

5.3. No Source Code. Customer acknowledges the rights granted under this Agreement with respect to the Subscription Service



are intended to apply only to the compiled, object code format of any software provided therein, and are not intended as licenses to obtain or use any source code.

6. **Subscription Fees.** In consideration of the rights granted herein, Customer shall pay Syniti the subscription fees specified in the applicable Order (the "**Subscription Fee**").

7. **Fees and Payments.**

7.1. **Invoices.** Syniti may issue an invoice to Customer for the Subscription Fee upon Syniti's acceptance of an Order. Syniti hereby reserves the right to modify any fees by providing Customer with written notice within 90 days of such notification. Unless otherwise indicated in an Order, all payments for fees are noncancelable and must be made by Customer within 30 days of the date of invoice.

7.2. **Manner of Payment; Taxes.** Unless otherwise set forth in an applicable Order, all amounts due hereunder shall be paid in the currency set forth in the Order. Customer agrees to pay or reimburse Syniti for all federal, state, dominion, provincial or local sales taxes, use taxes, value-added taxes, fees or duties arising out of this Agreement or the transaction contemplated by this Agreement (other than taxes on the net income of Syniti).

7.3. **Late Payments.** Customer shall pay Syniti one and one-half percent (1½%) interest per month or the highest rate permitted by law, whichever is greater, on the outstanding balance of any fees not paid within 30 days of the date of invoice. Customer shall be responsible for all costs incurred by Syniti in order to recover payment of Customer's account, including without limitation, all professional fees and legal costs. Without waving or prejudicing any other rights or remedies, Syniti shall have the right to suspend or delay access to the Subscription Service on a day-for-day basis equal to the number of days a payment due hereunder is past due.

7.4. **Subscription Service Access Commencement.** Syniti will grant Customer access to the Subscription Service as soon as practical following Customer's acceptance of this Agreement. If Customer's procedures require that an invoice be submitted against a purchase order before payment can be made, Customer will be responsible for issuing such purchase order at least 30 days before the payment date.

8. **Term and Termination.**

8.1. **Term.** The subscription term of this Agreement will commence on the Effective Date and will continue for the period set forth in the Order, unless earlier terminated in accordance with this Section 8 (the "**Initial Term**"), and will automatically renew for successive one (1) year terms (each, a "**Renewal Term**"), unless either Party provides written notice of its desire not to renew at least 30 days prior to the expiration of the then-current term (the Initial Term, together with any Renewal Terms, collectively, the "**Term**"). Upon the commencement of each Renewal Term, the Subscription Fees shall be adjusted each year to reflect increases, if any, in the Consumer Price Index for the country in which Syniti is domiciled (the "CPI") from the previous year. The adjustment shall be effective on the first day of the month following the publication of the applicable CPI after each on-year anniversary of the respective Renewal Term. For the purposes of this Agreement the Consumer Price Index, or "CPI" shall mean the applicable CPI for the then immediately preceding 12 month period.

8.2. **Termination for Breach.** Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. A material breach may include but is not limited to Customer's failure to pay any amount when due to Syniti under an Order. A termination may be affected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within 30 days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such 30-day period.

8.3. **Termination Upon Bankruptcy or Insolvency.** Each Party shall immediately give written notice to the other Party and such Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that a Party becomes insolvent or unable to pay its debts when due; (b) such Party discontinues its business; or (c) a receiver is appointed or there is an assignment for the benefit of such Party's creditors.

8.4. **Effect of Termination.** Upon any termination of this Agreement, Customer will (a) immediately discontinue all use of the Subscription Service and any Syniti Confidential Information; (b) promptly return or destroy any and all Syniti Confidential Information and (c) promptly pay to Syniti all amounts due and payable under this Agreement. There shall be no right of set-off.

8.5. **Survival.** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement along with any accrued rights to payment shall remain in full force shall survive the termination of this Agreement, regardless of the reason for termination.

9. **Warranty and Remedies.**



9.1. Subscription Service Warranty. Syniti warrants that the operation of the Subscription Service will meet or exceed the service levels set forth in Annex 1 of this Agreement.

9.2. Remedies. If the Subscription Service does not perform as warranted, Syniti shall provide the Service Credits described and defined in Annex 1. EXCEPT AS SET FORTH IN THIS SECTION 9.2, THE FOREGOING ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.

9.3. The warranty set forth above is made to and for the benefit of Customer only and applies only if each Subscription Service has been properly configured and has been used at all times in accordance with the Documentation and the Agreement. The foregoing warranty in Section 9.1 shall not apply to the extent that the Subscription Service is used or interfaced with other software, data or operating systems which are not functioning properly.

9.4. EXCEPT AS SET FORTH IN THIS SECTION 9, SYNITI MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING OR USAGE IN TRADE.

10. Customer Data; Security; Privacy; Data Protection.

10.1. Rights to Customer Data. Prior to storing, processing, uploading, distributing or linking to any Customer data using the Subscription Service, Customer shall, at its own expense, obtain all third-party consents and/or permissions that may be necessary or appropriate with respect to such Customer data or as required by this Section 10.1. Customer hereby represents and warrants that it owns or otherwise has sufficient rights to grant Syniti access to and use of Customer data in accordance with the terms of this Agreement and applicable law. Syniti will not access or use any Customer data except with Customer's prior written consent, as necessary to maintain or provide the Subscription Service, or as necessary to comply with the law or a binding order of a governmental body. Customer further agrees to obtain the right to allow Syniti to copy, store, process, analyze and display such Customer data through the Subscription Service and hereby grants to Syniti a non-exclusive, non-transferable right and license to use Customer data during the Term for the limited purposes of performing Syniti's obligations under this Agreement and to collect and use any such data, in non-user specific and aggregated statistical form, for the development and maintenance of the Syniti products or services and for Syniti's other business purposes.

10.2. Security. Syniti uses third-party data centers in the locations set forth in the Order in order to provide the Subscription Service, and Customer hereby consents to the storage of any Customer data provided to the Subscription Service in such locations. Syniti shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Subscription Service, and agrees to implement reasonable and appropriate measures designed to help Customer secure Customer data against accidental or unlawful loss, access or disclosure.

10.3. Backups. To the extent the Customer has primary access and control over the on-premise portion of the Subscription Service, Customer is responsible for properly configuring and using the Subscription Service and otherwise taking appropriate action to secure, protect and backup its Authorized User accounts and Customer data in a manner that will provide appropriate security and protection, which might include use of encryption to protect Customer data from unauthorized access and routinely archiving Customer data. Customer shall be solely responsible for, and assumes the risk of, any problems resulting from Customer data. Syniti will conduct backups daily and retain the backups for 7 days to permit recovery of the Subscription Service after a disaster or catastrophic failure. Syniti does not have the capability to restore prior data values for a specific customer. Customer will ensure that Customer data and its and the Authorized Users' use of Customer data or the Subscription Service will not violate any of Syniti acceptable use or privacy policies or any applicable law.

10.4. Data Processing. Customer shall be the data controller and Syniti shall be a data processor with respect to any Customer data processed via the Subscription Service. Syniti shall process Customer data via the Subscription Service on behalf of Customer only in accordance with the terms of the Agreement and any instructions reasonably given by Customer from time to time. In the event any Customer data provided to Syniti via a Subscription Service is or becomes subject to (a) the European Union's EU General Data Protection Regulation, (b) the California Consumer Privacy Act of 2019 or (c) any similar data protection law or regulation, the terms and conditions set forth in Annex 2 shall apply to the use of such data.

11. Confidentiality.

11.1. Each Party acknowledges that the Confidential Information constitutes valuable trade secrets and each Party agrees that it shall use the Confidential Information of the other Party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other Party's prior written consent. Each Party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither Party bears any responsibility for safeguarding any information that it can document in writing (1) is in the public domain through no fault of its own, (b) was properly known to it, without restriction, prior to disclosure by disclosing Party, (c) was properly disclosed to it, without restriction, by another person with the legal authority to do so, (d) is independently developed by receiving



Party without use or reference to disclosing Party's Confidential Information or (e) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that, to the extent permitted by and practical under the circumstances, receiving Party provides to disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure or if prior notice is not permitted or practical under the circumstances, prompt notice of such disclosure.

11.2. In the event of actual or threatened breach of the provisions of Section 11, or the scope and/or restrictions to the access rights granted in Section 3 or Section 15, the non-breaching Party will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual damage.

12. Syniti Indemnification for Infringement.

12.1. Syniti shall indemnify, defend, and hold Customer, its officers, directors, employees and agents harmless from and against any settlement or the costs and damages awarded Customer by a court of competent jurisdiction (including reasonable attorneys' fees) (a "**Loss**") incurred on account of a claim, action or allegation brought against Customer by a third party (each, a "**Claim**") to the extent the Claim alleges that the authorized use of a Subscription Service infringes any issued U.S., U.K. or EU patent copyright, trade secret or other proprietary right of any third party provided that: (a) Customer gives prompt written notice to Syniti of any such Claim; (b) Customer gives Syniti the sole and exclusive right to defend and/or settle any such Claim; and (c) Customer gives Syniti such reasonable assistance and information as Syniti may reasonably require to settle or oppose such claims.

12.2. In the event any such infringement, claim, action, or allegation is brought or threatened, Syniti may, at its sole option and expense: (a) procure for Customer the right to continue use of the Subscription Service or the infringing portion thereof; or (b) modify, amend or replace the Subscription Service or infringing part thereof with other software having substantially the same or better capabilities.

12.3. If neither of the remedies in clause 12.2 of this Agreement are commercially practicable with respect to the any infringing portion of the Subscription Service, then Syniti may terminate the Agreement (or any part thereof) and Customer's rights with respect to the Subscription Service and refund to Customer an amount equal to the Subscription Fees paid pursuant to the applicable Order with respect to the infringing portion of the Subscription Service, minus a portion of the fees attributable to the period between the Distribution Date of the Subscription Service and the date Syniti notifies Customer of its election to terminate the Agreement.

12.4. The foregoing obligations shall not apply to the extent the infringement arises as a result of: (a) modifications to the Subscription Service made by any party other than Syniti or Syniti's authorized representative; (b) the use of the Subscription Service in combination with software, hardware or other products not provided by Syniti.

12.5. This Section 12 states the entire liability of Syniti, and Customer's sole and exclusive remedies, with respect to infringement of any U.S., U.K. or EU patent, copyright, trade secret or other proprietary right.

13. Customer Indemnification for Infringement

13.1. Customer shall indemnify, defend, and hold Syniti, its officers, directors, employees and agents harmless from and against any settlement or costs and damages awarded Syniti by a court of competent jurisdiction (including reasonable attorneys' fees) incurred on account of a claim, action or allegation brought against Syniti by a third party to the extent such claim alleges that the authorized use of Customer data infringes any issued U.S., U.K., or EU patent, copyright, trade secret or other proprietary right of any third party provided that: (a) Syniti gives prompt written notice to Customer of any such claim; (b) Syniti gives Customer the sole and exclusive right to defend and/or settle any such claim; and (c) Syniti gives Customer such reasonable assistance and information as Customer may reasonably require to settle or oppose such claims.

13.2. The foregoing obligations shall not apply to the extent that the infringement arises as a result of: (a) unauthorized modifications to Customer data made by Syniti or an authorized representative of Syniti (but only to the extent that the modification caused the infringement); or (b) the use of the Customer data in combination with software, hardware or other products not provided by Syniti (but only to the extent that the combination caused the infringement).

14. Limitation of Liability.

14.1. IN NO EVENT WILL EITHER SYNITI OR THE CUSTOMER BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE SUBSCRIPTION SERVICE, ANY CONTENT, OR ANY DELAY IN DELIVERY OR FURNISHING A SUBSCRIPTION SERVICE, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WITH EITHER SYNITI'S OR THE CUSTOMER'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT, (WHETHER IN CONTRACT, TORT OR ANY OTHER FORM OF LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM SYNITI'S NEGLIGENCE EXCEED THE FEES PAID BY CUSTOMER TO SYNITI UNDER THIS AGREEMENT, EXCEPT THAT THE FOREGOING



LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY LOSS OR LIABILITY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR CUSTOMER'S INFRINGEMENT OF SYNITI'S INTELLECTUAL PROPERTY RIGHTS, OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS FOR INFRINGEMENT AS SET FORTH IN SECTION 12 AND SECTION 13 RESPECTIVELY.

14.2. The provisions of this Section 14 allocate risks under this Agreement between Customer and Syniti. Syniti's pricing reflects this allocation of risk and limitation of liabilities.

14.3. No employee, agent, representative, or affiliate of Syniti has authority to bind Syniti to any oral representations or warranty concerning the Subscription Service or any other service. Any written representation or warranty not expressly contained in this Agreement will be void and unenforceable.

15. Audit Rights. Customer shall keep and maintain complete, accurate and detailed records sufficient to verify compliance with the provisions of the Agreement. Syniti or its representatives shall be entitled to review and audit such records and applicable systems to verify Customer's compliance with the provisions of this Agreement at no expense to Customer no more than once per twelve month period either in person or remotely during normal business hours upon prior notice of at least thirty (30) days to Customer.

16. Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Syniti except that upon prior written notice, Customer may transfer all of its rights and obligations in their entirety to the surviving entity by way of sale of assets, merger or consolidation; provided however that such surviving entity may not be a Syniti competitor. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, no transfer or assignment of Customer's rights hereunder shall be effective unless and until (a) Customer has paid and remains current on all amounts due hereunder, and (b) the purported assignee agrees in writing to be bound by all of the obligations of Customer hereunder.

17. Notice. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered mail, return receipt requested or (c) sent by overnight air courier. Either Party may change its address for notice by written notice to the other Party. Notices will be considered to have been given at the time of actual delivery in person, 3 business days after posting, or one day after delivery to an overnight air courier service.

18. Force Majeure. In the event either Party is unable to perform any of its obligations under this Agreement because of terrorist acts, acts of war, acts of God, fire, storm, epidemic, pandemic, accident, actions or decree of government bodies or communication line failure not the fault of the affected Party or any event beyond its reasonable control, the Party who has been so affected immediately shall give notice to the other Party and shall use its best effort to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds 90 days from receipt of the notice, the Party whose performance has not been affected may, by written notice, terminate this Agreement without further recourse. Payment for Subscription Service used prior to the date performance is suspended shall not be excused.

19. Government Use. This software program and/or documentation shall be deemed "commercial computer software" and is provided to the U.S. Government Agency subject to the limitations set forth in the Agreement. Notwithstanding, the Subscription Service is provided to the U.S. Government Agency with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the United States Government is subject to the restrictions as set forth in FAR52.227-14 and DFAR52.227-7013 et seq. or the successor as appropriate. The Manufacturer is BackOffice Associates, LLC, 115 4th Ave, Suite 205 Needham MA 02494.

20. Miscellaneous.

20.1. Waiver. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed to be deemed a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.

20.2. Severability. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

20.3. Syniti Entities/Applicable Law. This Agreement and all matters arising out of or in connection with it shall be construed and enforced accordance with, and governed by, the substantive laws of the jurisdiction ("Governing Law") set forth in the table below for the Syniti entity specified in the applicable Order, without regard to the conflict of law principles thereof. The parties expressly submit to the exclusive jurisdiction ("Venue") of the courts located in the jurisdiction set forth in the table below for the resolution of all disputes arising under the terms of, or in connection with, this Agreement (including non-contractual claims)



and waive any claim or defense that such forum is not or proper. To the fullest extent permitted by law, each Party hereby expressly waives any right to trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or in any manner connected with this Agreement or the subject matter thereof

<u>Syniti Entity</u>	<u>Governing Law</u>	<u>Venue</u>
BackOffice Associates, LLC d/b/a Syniti	New York	Federal Courts in New York City, NY
Backoffice Associates Limited trading as Syniti	England and Wales	England and Wales
BackOffice Associates Asia Pte Ltd	Singapore	Singapore
BackOffice Associates Philippines Inc	Philippines	Philippines
BackOffice Associates Japan KK	Japan	Japan
BackOffice Associates Australia Pty Ltd	Australia	Australia

20.4. Escalation. In the event of any dispute between the Parties, the Parties will first attempt to resolve such dispute by negotiation and consultation between themselves. In the event that such dispute is not resolved on an informal basis within 30 days from receipt of the written notice of a dispute, any Party may, by written notice to the other, have such dispute referred to each Party's respective executive officers, who will attempt to resolve such dispute by negotiation and consultation for a 30-day period following receipt of such written notice.

20.5. Non-Solicitation. During the term of this Agreement and for one year after its termination, neither Party shall and neither Party shall cause its agents, contractors, or representatives to solicit for hire as an employee, consultant or otherwise any of the other Party's personnel who have had direct involvement with any Subscription Service, without such other Party's express written consent.

20.6. Headings; Interpretation. Headings herein are for convenience of reference only and shall in no way affect the interpretation of the Agreement. Words used in this Agreement and in the singular, where the context so permits, shall be deemed to include the plural and vice versa. "And" includes "or." "Or" is disjunctive but not necessarily exclusive. "Including" means "including but not limited to." Unless otherwise specifically stated, the term "days" means calendar days.

20.7. Entire Agreement. This Agreement (including but not limited to the Orders, Annexes and any addenda hereto signed by both Parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

20.8. Public Announcements/Publicity. Customer and Syniti agree to cooperate regarding public relations activities, including public announcements, joint press releases, and other activities to be mutually agreed. Neither Party will perform such activities without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Customer acknowledges and agrees that Syniti may add Customer to its customer list and may state in presentation and sales materials that Syniti is a service provider to Customer.

20.9. Customer Terms. No terms, provisions or conditions of any click-through agreement, purchase order, acknowledgement or other business form that Customer may use in connection with the services provided hereunder or the administration of this Agreement will have any effect on the rights, duties or obligations of the Parties, or otherwise modify this Agreement, regardless of any failure of Syniti to object to such terms, provisions or conditions.

* * * * * ANNEX 1 BEGINS ON NEXT PAGE * * * * *



ANNEX 1: SUPPORT AND MAINTENANCE; SERVICE LEVELS

1. **Overview.** If set forth in an Order, Syniti shall provide to Customer access to support and maintenance services (the “**Support Services**”) and shall provide the services levels each as described in this Annex during the Subscription Term. Support Services are not applicable to any Content, and Content is expressly excluded from any service levels.
2. **Additional Definitions.**
 - a. “**API**” means the REST API interface.
 - b. “**Downtime**” means the period of time when a Syniti hosted element of a Subscription Service is unavailable to the internet so that an authorized user is unable to submit samples and query the database through the Portal or the API. Downtime does not include the period of time when the Network is not available as a result of: (i) Scheduled Downtime or scheduled network, hardware, or service maintenance or upgrades; or (ii) the acts or omissions of Customer or Customer’s employees, agents, contractors, or vendors, or anyone gaining access to Syniti’s network by means of Customer’s passwords or equipment; (iii) Customer requested changes; (iv) any period of unavailability lasting less than 5 minutes; or (v) any unavailability caused by circumstances beyond Syniti’s reasonable control, including without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by Syniti, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Syniti’s possession or reasonable control, and including denial of service attacks against internet infrastructure providers.
 - c. “**Error**” means a programming error, logic error, or defect within the Subscription Service that causes it to operate incorrectly or otherwise not in conformity with the associated Documentation and that is reproducible by Syniti from the deliverables furnished by Customer.
 - d. “**High Severity Incident**” means an Error with the Subscription Service that substantially degrades the performance and functionality of the production instance of the Subscription Service.
 - e. “**Low Severity Incident**” means an Error with the Subscription Service that has a minor effect on normal operations of the Subscription Service
 - f. “**Monthly Uptime Percentage**” means the difference between the total number of minutes in a calendar month and the total number of minutes of Downtime that is reported by a Customer, divided by the total number of minutes in that calendar month.
 - g. “**Network**” means the Portal and the API.
 - h. “**Portal**” means web-based portal access to the Subscription Service.
 - i. “**Scheduled Downtime**” means downtime within pre-established maintenance windows.
 - j. “**Service Credits**” means an extension of the number of days of Service that may be added to Customer’s Service term at no additional charge to Customer. Service Credits may not be exchanged for, or converted to, monetary amounts.
 - k. “**Urgent Severity Incident**” means an Error with the Subscription Service that renders the production instance of the Subscription Service inoperative or causes the production instance of the Subscription Service to substantially fail in routine daily processing activities.
3. **Point of Contact.** Customer shall appoint a support service contact(s) (“**Customer Support Contacts**”) who shall be responsible for communicating and working with Syniti regarding the Support Services. Syniti shall only provide the Support Services directly through the Customer Support Contacts. Customer may change Customer Support Contacts upon prior written notice to Syniti.
4. **Exclusions.** Syniti will provide those Support Services set forth in Section 5. Notwithstanding the foregoing, to the extent that the major versions are generally available to the applicable Subscription Service, Syniti shall only provide error corrections and bug fixes (“**Corrections**”) for the two (2) most recent released GA versions of the Subscription Service that are designated by Syniti as a major product release. For Subscription Service that is beyond the limits set forth herein, in the event that Customer requires an error correction or a bug fix, Customer may (i) if Syniti has previously developed a resolution for a confirmed error, upgrade to a version that includes that resolution; or (ii) contract with Syniti to provide the error correction or bug fix on a mutually agreeable time and materials basis.



5. Support. Subject to the provisions of Section 4 above and unless otherwise noted in the relevant Order, Support Services shall consist of:

- a. Access to Subscription Service support 24 hours a day/7 days a week/365 days a year through Syniti's internet support site. This site allows Customer to: (i) submit issues, errors and enhancements requests; (ii) track the status of previously submitted requests; and (iii) view relevant knowledgebase articles;
- b. Access to support personnel during Syniti's normal business hours, (Monday through Friday, 9:00am to 5:00pm Eastern Time) concerning the use of the Subscription Service; and access to the Syniti Support web site, <https://support.syniti.com/hc/en-us> which contains a knowledge base, problem submission and reporting tools, corrections, tools, and software documentation.
- c. Error corrections, enhancements, upgrades, and Subscription Service updates that Syniti in its discretion makes generally available to its customers and are not designated by Syniti as Subscription Service products for which it charges a separate fee.
- d. Syniti shall have no obligation to support (i) altered, damaged or modified (except as authorized by Syniti) Subscription Service or any portion of the Subscription Service incorporated into other software, (ii) use of the Subscription Service other than as specified in Syniti's Documentation, or (iii) Subscription Service installed on or use of the on a system that is not supported by Syniti.

6. Response Times. Upon receiving notification of an Error in the Subscription Service by Customer, Syniti will assess the severity level initially assigned to the Error by Customer based on the definitions above and will confirm or adjust as necessary, and inform Customer of the severity level assigned. Syniti will then attempt to recreate the Error in the Syniti's support system and will use commercially reasonable efforts to contact Customer within 2 hours for an Urgent Severity Incident, within 4 business hours for a High Severity Incident, and two business days for a Low Severity Issue. Customer agrees to cooperate in providing the necessary information in order to recreate the reported Error. Once the Error has been recreated and confirmed by Syniti, Syniti will begin creating a work-around or a fix for the Error. Syniti will use reasonable efforts to provide a resolution (which can include a patch, work-around, or a fix) within 48 hours of the recreation of the reported Error for an Urgent Severity Incident, within 4 business days for a High Severity Incident, and in a subsequent release of the applicable Subscription Service for a Low Severity Issue. If Syniti is unable to recreate the reported Error within a reasonable amount of time or reasonably believes that a resolution cannot be provided within the applicable time frame, Syniti will immediately contact Customer and the Parties will develop a mutually-agreeable resolution plan.

7. Resolved Errors. In the event Syniti has previously developed a resolution for a confirmed Error, Syniti will promptly provide that resolution to Customer. If an Error has been fixed or resolved within an update to the Subscription Service, Syniti may, at its option, provide Customer with only the update instead of providing a specific fix or correction

8. **Service Levels.**

- a. During the Term, Syniti will use commercially reasonable efforts to maintain 99.5% Monthly Uptime Percentage with respect to the Subscription Service. In the event that Syniti fails to meet the 99.5% Monthly Uptime Percentage, subject to the terms and conditions of this Annex, Customer shall be entitled to Service Credits based on the following metrics:

Monthly Uptime Percentage	Monthly Reported Outage (Hours)	Service Credit
Between 99.5% and 99.0%	More than 3.6 hours but less than 7.2 hours per month	1 Service Credit
Between 98% and 99%	More than 7.2 hours but less than 14.4 hours per month	2 Service Credits
Below 98%	More than 14.4 hours per month	4 Service Credits

- b. Should Syniti fail to make the Subscription Service available as set forth in this Section ("**SLA Noncompliance**") in a calendar month, Customer may continue to use the Subscription Service and, subject to the terms and conditions of this Annex, receive a single Service Credit for each SLA Noncompliance. Each Service Credit may be exchanged at the end of the applicable Term to extend the applicable Term by the number of days equal to the number of Service Credits.

9. **Eligibility Requirements**. Syniti's obligation to provide the Service Credits is conditioned upon the following:

- a. Reporting. Customer must report Downtime to the Syniti Support Desk within five (5) business days of the event. Any such request should contain a detailed description and account of the reported occurrence. All claims will be verified against Syniti system records. Should Syniti dispute any period of unavailability alleged by Customer, Syniti will provide to Customer a record of the Subscription Service availability for the applicable period. Syniti will provide such records only in response to claims made by Customer in good faith.
- b. Agreement Compliance. Customer must not be in material breach of any Use Restriction.
- c. Payment Obligations. Customer shall have paid all valid and undisputed invoices due under the Agreement.



- d. SLA Exclusions. This SLA shall not apply to performance or availability issues to the extent (i) caused by Customer's or a third-party's hardware, network, or software; (ii) caused by Customer's use of the Services not in accordance with the Documentation; or (iii) caused by Customer's use in contradiction with written instructions from Syniti's support desk.

10. Chronic Breach. Should Syniti in addition fail to make the Subscription Service available as set forth in Section 8 above for 3 consecutive calendar months, Customer may terminate the applicable Order by providing notice of termination in accordance with the Agreement, in which case Syniti will refund to Customer any prepaid fees for the remainder of the Subscription Term following the date of termination. The remedies described in this paragraph shall be the sole remedies available to Customer for SLA Noncompliance.

* * * * * **END OF ANNEX 1** * * * * *

ANNEX 2: DATA PROTECTION

1. This Data Protection Annex (this “**Annex**”) shall only be applicable and be made a part of the Agreement in the event any Customer data provided to Syniti via the Subscription Service is or becomes subject to: (a) the European Union’s EU General Data Protection Regulation (“**GDPR**”), and/or any national laws or regulations implementing the same which are applicable to Customer; (b) the California Consumer Privacy Act of 2018, California Civil Code § 1798.100 et seq (“**CCPA**”); or (c) any similar data protection law or regulation. Section references in this Annex refer to the indicated sections in this Annex.
2. “**Data Protection Legislation**” means: (a) unless and until the GDPR is no longer directly applicable to Customer, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, and then (any successor legislation to the GDPR or the Data Protection Act 1998; (b) the California Consumer Privacy Act of 2018, California Civil Code § 1798.100 et seq (“**CCPA**”); or (c) any similar data protection law or regulation..
3. “**Personal Data**”, “**Controller**”, “**Processor**”, “**Data Subject**” and “**Process**” are as defined in GDPR. “**Commercial Purpose**”, “**Consumer**”, “**Personal Information**”, and “**Sell**”, have the meanings ascribed to them under CCPA.
 - 3.1. Both Parties will comply with all applicable requirements of the Data Protection Legislation applicable to the Customer data. This Annex is in addition to, and does not relieve, remove or replace, a Party’s obligations under any Data Protection Legislation.
 - 3.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, Customer is the data controller and Syniti is the data processor. Syniti shall only process Personal Data or Personal Information: (a) during the term of the Agreement and (b) for the purposes of fulfilling its obligations under the Agreement. The nature and purpose of the processing shall be limited to the provision of Subscription Services under the Agreement. The types of Personal Data are those expressly identified in Article 4 of the GDPR, as well as other Personal Data provided by, or collected on behalf of, Customer pursuant to the Agreement. For purposes of the GDPR, the categories of Data Subjects are Customer’s employees, vendors, customers, suppliers, Authorized Users and end users.
 - 3.3. Without prejudice to the generality of Section 3.1, Customer will ensure that it has all necessary or appropriate consents and notices in place, if any such consents are required, to enable the lawful transfer of the Personal Data or Personal Information to Syniti for the duration and purposes of this Agreement.
 - 3.4. Without prejudice to the generality of Section 3.1, Syniti shall, in relation to any Personal Data or Personal Information processed in connection with the performance by Syniti of its obligations under the Agreement:
 - 3.4.1. process that Personal Data or Personal Information only on the written instructions of Customer unless Syniti is required by applicable law to process Personal Data or Personal Information in accordance with such applicable law Where Syniti is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Syniti shall promptly notify Customer of this before performing the processing required by the applicable laws unless those applicable laws prohibit Syniti from so notifying Customer;
 - 3.4.2. ensure that it has in place appropriate technical and organizational measures, reviewed and approved by Customer, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);
 - 3.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 3.4.4. not transfer any Personal Data to another country or territory unless the prior written consent of Customer has been obtained and the following conditions are fulfilled: (i) Customer or Syniti has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Syniti complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) Syniti complies with reasonable instructions notified to it in advance by Customer with respect to the processing of the Personal Data;



- 3.4.5. assist Customer, at Customer’s cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 3.4.6. notify Customer without undue delay on becoming aware of a Personal Data breach;
 - 3.4.7. at the written direction of Customer, delete or return Personal Data and copies of it to Customer on termination of this Agreement unless required by applicable laws to store the Personal Data; and
 - 3.4.8. maintain complete and accurate records and information to demonstrate its compliance with this section.
- 3.5. With respect to Personal Information received from Customer under the Agreement, Syniti agrees that it will not: (a) Sell the Personal Information; or (b) retain, use, or disclose the Personal Information for any purpose other than for the specific purpose of providing the Subscription Service and any services related thereto, including retaining, using, or disclosing the Personal Information for a Commercial Purpose other than providing the Subscription Service and any services related thereto.
- 3.6. Syniti shall be authorized to provide Personal Data and Personal Information to the following sub-processors, provided that each such sub-processor implements protections for the protection of Personal Data and Personal Information in material conformity with this Annex: International Business Machines Corporation, Amazon Web Services, Inc., Salesforce.com Inc. and Kimble Applications Ltd. The Customer’s consent will be required in the event of the appointment by Syniti of any additional third-party processor of Personal Data or Personal Information under this agreement.
- 3.7. Syniti will pass to Customer any requests from consumers relating to Syniti’s processing of Personal Information on behalf of Customer and advise such consumers to submit their requests to Customer, and Customer shall be responsible for handling any such requests.
- 3.8. Either Party may, at any time on not less than 30 days’ notice, revise this Annex by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

* * * * * **END OF ANNEX 2; END OF DOCUMENT** * * * * *