SINTASA®

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "Agreement"), dated as of [DATE] (the "Effective Date"), is made between [CUSTOMER], a [Location of Registration corporation] whose registered address is at [Full Registered Address] ("Customer"), and Syntasa Corporation, a Delaware corporation (company number 5491824-8100) whose registered address is 1660 International Drive, 6th Floor, McLean, VA, 22102, United States ("Syntasa"). In consideration of the mutual promises contained in this Agreement, Customer and Syntasa hereby agree as follows:

- 1. **Definitions**. The following terms (whether used in the singular or plural) are used in this Agreement with the respective meanings set forth below.
- **1.1.** "Affiliate" means with respect to either party, any entity that controls, is controlled by or is under common control with such party.
- **1.2. "Authorized Installations"** shall mean the number of Syntasa installations. Each installation of Syntasa Software includes one production instance and additional instances that may only be used for development and testing purposes.
- 1.3. "Confidential Information" means any material or information relating to a Party's research, development, products, product plans, services, customers and customer lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that such disclosing Party treats as proprietary or confidential or which might reasonably be regarded as confidential in nature. Without limiting the foregoing, the software and any databases (including any data models, structures, non-Customer specific data and aggregated statistical data contained therein) of Syntasa shall constitute Confidential Information of Syntasa.
- **1.4.** "**Documentation**" means all manuals, instructions and other documents relating to the use, operation or maintenance of the Solution, together with all enhancements, modifications and amendments to those documents that are furnished to Customer under this Agreement.
- **1.5.** "Subscription Term" shall have the meaning set forth in the applicable Order Form for the ordered Solution; if no term is specified in an Order Form then the Subscription Term shall be one year.
- **1.6. "Order Form"** shall mean Syntasa's standard order form, purchase agreement or contract to purchase and/or license Solutions, executed by both Parties.
- **1.7. "Proprietary Right"** means any patent, copyright, trademark, mask work, trade secret or other proprietary right.
- **1.8.** "Services" means Support Services, the services described on Exhibit B, and any other services listed on an Order Form.
- 1.9. "Software" means the computer programs listed on an Order Form, in machine readable, object code form, together with all enhancements, modifications and amendments to those computer programs that are furnished to Customer under this Agreement as part of any maintenance and support services provided under this Agreement. Syntasa software uses containerization (e.g., Docker and Kubernetes) technologies and can be installed on various host types on-premise or in virtual private clouds.
- **1.10. "Software Error"** shall mean any material nonconformity of the Software with the Documentation.

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- **1.11.** "Solutions" means Software, Services, Documentation, and any other solutions listed in an Order Form.
- **1.12.** "Support Services" means the provision of responses by Syntasa personnel to questions from Eligible Support Recipients (as defined in Section 7.3) related to use of the Software, including basic instruction or tutorial assistance regarding the features and functions of the Software and such other services as are set forth on Exhibit A.
- **1.13.** "User" means an individual employee or contractor of Customer's Affiliates who has been authorized to access the Solutions under the terms of this Agreement.

2. Right to Use.

2.1. Solutions. Subject to the terms and conditions of this Agreement, Syntasa hereby grants to Customer a worldwide, royalty-free, non-exclusive, non-transferable, license, for the duration of the Subscription Term: (a) to install and use the Solutions on Authorized Installations; (b) to permit the number of Users and/or other scope of use as set forth in the Order Form or Statement of Work ("SOW"), and paid for by Customer, to access the features and functions of the Solutions through such Authorized Installations; and (c) to make a reasonable number of copies of the Solutions solely for non-productive, archival purposes.

3. Ownership Rights.

- **3.1. Solutions and Documentation.** Syntasa will retain all Proprietary Rights that it may have in the Solutions (and all modifications, derivatives or enhancements), and Syntasa expressly reserves all rights not expressly granted to Customer in this Agreement.
- **3.2.** Customer's Materials. Customer will retain all Proprietary Rights that it may have in any software, hardware, materials, products or other items it makes available to Syntasa ("Customer Materials"), and Customer grants Syntasa a revocable, worldwide, royalty-free, non-exclusive, non-transferable license to use Customer Materials to the extent needed to fulfill Syntasa's obligations under this Agreement.
- **3.3. Restrictions.** Customer will not use the Solutions for any purposes beyond the scope of the licenses granted in this Agreement, an Order Form, or a SOW. Without limiting the generality of the foregoing, Customer will not, except with the prior written consent of Syntasa, (a) authorize or permit use of the Solutions by persons other than Users; (b) distribute any copies of the Solutions (except as reasonably necessary for disaster recovery purposes); (c) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under the license granted in Section 2.1; (d) modify or create any derivative works of the Solutions (or any component thereof); or (e) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Software is compiled or interpreted, and Customer hereby acknowledges that nothing in this Agreement shall be construed to grant Customer any right to obtain or use such source code.

4. Payment Terms and Taxes.

4.1. Invoice and Payment. In connection with the purchase and license of the Solutions under this Agreement, Customer will pay the fees and charges set forth on the Order Form. Syntasa will submit invoices to Customer for all Solutions purchased hereunder. Customer will pay Syntasa the amount due and payable under each invoice within thirty (30) days following the date of such invoice. In the event of any overdue payments, Syntasa shall have the right to impose interest from the date due until the date payment is actually received by Syntasa at the rate of one and one-half percent (1½ %) per month, or the highest rate permitted under applicable law, whichever is lower, and/or to suspend the licenses granted hereunder and/or the provision of Services until such overdue payment is made. All payments under this Agreement are nonrefundable and shall be made in lawful currency of the United States of America.

- **4.2. Disputed Charges.** Customer must notify Syntasa in writing of any dispute with invoiced charges within the payment period (including an explanation of the basis for such dispute). Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced after the expiration of such time period.
- **4.3.** Taxes. Customer will pay all state or local sales or use taxes that may be imposed upon the fees invoiced to Customer under this Agreement or on the sale of the Solutions hereunder, unless Customer has furnished Syntasa with a certificate of exemption prior to the date such taxes are due. Syntasa will be responsible for all other taxes arising from the transactions contemplated by this Agreement.

4.4. Compliance Records; Auditing Rights.

- (a) Customer shall create and maintain complete and accurate records of its use of the Solutions (including all copies of the Software and/or Documentation made by or on behalf of Customer, the number of Users, the date such copies are made, and the locations of all Authorized Installations). Customer shall promptly provide a copy of such records upon request by Syntasa.
- (b) Throughout the Subscription Term, Syntasa will have the right, at its own expense, upon reasonable prior notice (not to be less than two business days), periodically (but no more than once in any 12 month period) to inspect and audit Customer's use of the Solutions for purposes of determining Customer's compliance with the terms and conditions herein. Customer agrees to cooperate with Syntasa in the performance of any such audit, and shall provide to Syntasa such access to Customer's relevant records, data, information, personnel and/or facilities as Syntasa may reasonably request for such limited purposes.

5. Warranties.

- **5.1. Performance Warranty.** Syntasa represents and warrants to Customer that the Solutions will conform in all material respects, for the duration of the applicable Subscription Term, to the applicable performance capabilities, characteristics, hardware and software compatibility and other descriptions and standards set forth in the Documentation or SOW, provided that such warranty will not apply to non-conformities which arise, in whole or in part, from (a) any use of the Solutions other than in accordance with the Documentation, (b) modification of the Solutions by Customer or any third party acting on Customer's behalf, (c) any combination of the Solutions with software, hardware or other technology not provided by Syntasa, (d) any error, act or omission by anyone other than Syntasa or Syntasa's agents, employees, and subcontractors, (e) failure by Customer to be using the current release of Software or the immediately prior release. Syntasa, at no charge to Customer, will use commercially reasonable efforts to correct any Solution that does not conform with the foregoing warranties in accordance with the procedures set forth in Exhibit A, provided that Syntasa receives written notice of any alleged breach within 30-days of such breach.
- **5.2. Other Warranties.** Syntasa represents and warrants to Customer that, at the time of delivery, (a) the Software does not contain any copy protection, automatic shut-down, lockout, "time bomb" or similar mechanisms that could interfere with Customer's exercise of its respective rights hereunder (other than mechanisms designed to enforce valid license restrictions); and (b) Syntasa takes industry standard measures to detect and remove viruses, "trojan horses" or other harmful code from the Software.
- **5.3. Limitation.** EXCEPT AS OTHERWISE STATED IN THIS SECTION 5, LICENSOR MAKES NO WARRANTIES (EXPRESS OR IMPLIED), INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE REMEDIES SET FORTH HEREIN ARE LICENSEE'S SOLE REMEDIES FOR BREACH OF WARRANTY.

6. Indemnification.

- **6.1. Indemnification.** Syntasa will defend, indemnify and hold harmless Customer and its Affiliates, and each of their directors, officers, employees and agents (collectively, the "Indemnified Parties"), from and against any and all third party claims, and any resulting losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) awarded to such third party or included as part of a final settlement arising from any such claim to the extent based upon: (a) any damage to tangible personal property or personal injury caused by the negligent act or willful misconduct of Syntasa; or (b) the Solutions' actual or alleged infringement, wrongful use or misappropriation of any third-party Proprietary Right, provided that Customer gives Syntasa prompt written notice of any such claim, cooperates with Syntasa at Syntasa's expense to facilitate the defense and/or settlement thereof, and provides Syntasa with sole control over the defense or settlement of such claim. Customer may participate reasonably in the defense and settlement of any such claim, at its own expense, with counsel of its choosing.
- **6.2. Infringement Remedy.** If all or any part of the Software or Documentation is held to infringe or misappropriate any third-party Proprietary Right, Syntasa, in its sole discretion and at no cost to Customer, (a) will procure for Customer the right to continue using the item in accordance with its rights under this Agreement, or (b) replace the item with a non-infringing substantially equivalent item, or (c) modify the item (without material loss of functionality) so that it is no longer infringing. If Syntasa is unable to accomplish any of the foregoing on commercially reasonable terms, Syntasa will refund to Customer all prepaid, unused license fees attributable to the remaining balance of the then-current Subscription Term. These remedies are Customer's sole remedies in the case of any Proprietary Right infringement claims.
- **6.3. Limitation.** Syntasa's obligations under Section 6.1 and 6.2 will not apply if the Solution infringes uses or misappropriates any third-party Proprietary Right as a result of (a) modifications made by Customer or any third party acting on Customer's behalf, (b) Customer's use of the Solutions other than as contemplated by the applicable Documentation, (c) combinations of the Solutions with products or materials not provided by Syntasa, or (d) Customer's continued use of the infringing Solution following notice from Syntasa to cease using such Solutions.

7. Services.

- **7.1. Generally.** The Order Form and/or SOW will describe the Services being purchased by Customer. As a condition of Syntasa's obligations under this Section 7, Customer shall provide such information and/or access to Customer resources as Syntasa may reasonably require in order to provide Services under this Agreement. Syntasa shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Customer's failure to perform its obligations under this Section 7.1.
- **7.2. Support.** Subject to the payment of the applicable fees, Syntasa will provide to Customer the maintenance and support services described on <u>Exhibit A</u> (collectively, the "Support Services").
- **7.3.** Eligible Support Recipients. Syntasa shall have no obligation to provide Support Services, by any means, to any entity or individual other than Customer's Support Desk representatives ("Eligible Support Recipients"). Only Eligible Support Recipients shall be eligible to receive Support Services from Syntasa.
- **8.** Limitations. Unless otherwise agreed by the Parties, Syntasa shall have no obligation to provide Services with respect to (a) use of the Solutions other than strictly according to the terms of this Agreement and any SOW, (b) modification of the Solutions by Customer or any third party acting on Customer's behalf, (c) any combination or integration of the Solutions with hardware, software and/or technology not provided by Syntasa, (d) any error, act or omission by anyone other than Syntasa or Syntasa's agents, employees, and subcontractors, or (e) failure by Customer to be using the current release of Software or the immediately prior release.

9. Term and Termination.

- **9.1.** Term. This Agreement shall become effective upon the Effective Date and shall continue until the expiration of the latest Subscription Term. Each Subscription Term shall automatically renew for successive one (1)-year terms, unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the expiration of the then-current term.
- **9.2. Termination for Cause.** Either Customer or Syntasa may terminate this Agreement and any Subscription Term if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days following its receipt of written notice of the breach from the non-breaching party.
- **9.3. Effect of Termination.** Upon any termination of this Agreement, each Party shall: (a) immediately discontinue all use of the other Party's Confidential Information; (b) cease all use of the Solutions; (c) delete the other Party's Confidential Information (including the Software) from its computer storage or any other media, including, but not limited to, online and off-line libraries; (d) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (e) shall promptly pay all amounts due and remaining payable hereunder.
- **9.4. Survival.** Sections 1, 3, 4, 6, 10, 11 and 12 will survive the termination or expiration of this Agreement, except as otherwise expressly set forth herein.

10. Confidential Information.

- **10.1. Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.
- 10.2. Mutual Confidentiality Obligations. Each Party agrees as follows: (a) to use the Confidential Information only for the purposes described herein; (b) that such Party will not reproduce the Confidential Information (except to the extent reasonably necessary for the purposes described herein) and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (c) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.
- 10.3. Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 10.1 and 10.2 shall not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.
- 11. Data. If either party supplies personal data (as defined by applicable laws) to the other party: (a) the party supplying the data warrants and represents that the data has been fairly and lawfully obtained and it has the right to lawfully supply it; and (b) the party receiving the data

warrants and represents that it will: (A) comply with all applicable laws relating to the use, disclosure or other processing of that data; (B) put in place and maintain appropriate technical and organizational measures against the accidental, unlawful or unauthorized processing, destruction, loss, damage or disclosure of that data; (C) only use that data for the performance of its obligations under this Agreement; (D) not retain that data for longer than is necessary (in accordance with applicable law); (E) immediately on request, destroy that data or return it to the other party (in which case the party will also provide evidence of destruction to the other party); (F) not transfer that data outside the European Economic Area or to any third party without the other party's prior written consent (in the form of a signed agreement including the standard contractual clauses issued by the European Commission from time to time for transferring personal data outside the EEA); and (H) notify the other party as soon as reasonably practicable if it believes it may have breached this clause, and will cooperate fully in dealing with the consequences of such breach.

12. Miscellaneous.

- 12.1. LIMITATION OF LIABILITY. IN NO EVENT IS A PARTY LIABLE TO OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, BASED ON ANY THEORY OF LIABILITY. EXCEPT FOR CONFIDENTIALITY VIOLATIONS, THE VIOLATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE FOR AGGREGATE DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAID BY LICENSEE UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.
- 12.2. Restricted Use; Export. Any use, duplication or disclosure by the United States Government is subject to restrictions as set forth in subdivision (c)(1)(ii) or the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and the Rights in Data-General clause at FAR 52.227-14. Use, duplication or disclosure by the governments of any other countries is subject to the restrictions of similar applicable laws. Customer will not export any Software or other information furnished to it hereunder in any manner contrary to the export regulations of the United States.
- 12.3. Publicity. Syntasa may include Customer's name and logo on Syntasa's customer lists, including on its website and in sales materials, and summarize generally the nature of any work being performed hereunder. Neither party may issue any press releases without the other party's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.
- **12.4. Assignment.** Either party may assign its rights and obligations hereunder to (a) any corporation resulting from any merger, consolidation or other reorganization involving such party, (b) any individual or entity to which such party may transfer substantially all of the assets, stock or business of such party, or (c) any entity that controls, is controlled by, or is under common control with such party, or of which such party beneficially owns at least fifty percent (50%) of the equity interest therein. Otherwise, any assignment shall require the prior written consent of the other party. All the terms and provisions of this Agreement will be binding upon, will inure to the benefit of and will be enforceable by the parties and their respective successors and permitted assigns.
- **12.5. Force Majeure.** Except for payment obligations, neither party shall have responsibility for any failure to perform or delay in performance that results from any action beyond its reasonable control, including acts of war, terrorism, fire, labor actions, pandemic, or actions of the other party. The affected party shall notify the other Party promptly after such action.
- **12.6. Future Commitments.** Customer acknowledges that Syntasa has made no commitments or promises orally or in writing with respect to delivery of any future software features or functions except as explicitly stated herein. In relation to any future software features or functions, all presentations, RFP responses and/or product roadmap documents, information or discussions, either prior to or following the date herein, are for informational purposes only, and Syntasa has no

obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to in writing by both parties. Customer acknowledges that no purchasing decisions are based upon any future software features or functions.

- party to the other party will be in writing and, to be effective, must be delivered by registered or certified letter (return receipt requested) postage prepaid, receipted commercial courier, or email (acknowledged in like manner by the intended recipient) at its address specified on the signature page to this Agreement, and if not so listed on the signature page, in the case of Customer, with a copy to [FirstName LastName (xxxxxx@xxxxxxx)] and, in the case of Syntasa, with a copy to: Syntasa Corporation, 1660 International Drive, 6th Floor, McLean, VA, 22102, Attn: Director, Legal Affairs (syntasacontracts@syntasa.com). Either party may from time to time change the addresses or individuals specified in this Section by giving the other party notice of such change in accordance with this Section. Notification by email will not be effective service in any legal action, including arbitrations.
- **12.8. Waiver; Remedies.** A waiver of any breach or default under this Agreement will not constitute a waiver of any other or subsequent breach or default. The failure of either party to enforce any term of this Agreement will not constitute a waiver of such party's rights to subsequently enforce the term. The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.
- **12.9. Severability; Entire Agreement.** If any term of this Agreement is held to be invalid, such invalidity will not affect the remaining terms. This Agreement, including the attached Exhibits, and the Order Forms represent the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements regarding such subject matter. Any modification of this Agreement must be in writing and signed by a duly authorized agent of each party.
- **12.10.** Governing Law. This Agreement will be governed by the laws of the Commonwealth of Virginia and, subject to the below, the parties agree to submit any dispute to the exclusive jurisdiction of the Virginia courts. Nothing prevents either party from applying for injunctive or other interim relief from any court.
- **12.11. Construction**. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Each party signing this Agreement acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there shall be no presumption that ambiguities shall be construed or interpreted against the drafter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[COMPANY NAME]				
By:				
Title:				
Address	:			
Syntasa SYNTASA CORPORATION				
By:				
Title:				

Exhibit A Support Services

Software Updates

Promptly upon the general commercial release thereof, Syntasa will provide or make available for download to Customer, any Software updates that Syntasa makes generally commercially available to its Support Services customers. Any such version(s) shall be deemed Software within the meaning of this Agreement and shall be covered by Support Services.

Help Desk Ticket System

Syntasa will make available a help desk ticket system providing technical support via email as follows:

E-mail: support@syntasa.com

Syntasa may change any of the foregoing contact information from time to time by delivery of prior written notice to Customer, so long as at least one address is at all times available. Syntasa may also provide Customer access to its support portal.

Availability

Syntasa support personnel will be made available to Customer for the purposes of accepting Software defect reports. Syntasa provides Standard support (as defined in the table below) for all licensed Software at no extra cost. In addition, Syntasa offers an Extended package and a 24x7 package at an additional cost.

Type	Hours	Days	Time Zones	
Standard	9:00 am – 5:00 pm	Weekdays, excluding Holidays	US Eastern Time or UK Time	
Extended	7:00 am – 7:00 pm	Weekdays, including Holidays	US Eastern Time or UK Time	
24 x 7	24 hours	All Days	All	

Syntasa will ensure that each of its personnel performing any Support Services are experienced, knowledgeable and qualified in the use, maintenance and support of the Software.

Defect Reporting

When contacting the Syntasa to initiate a help desk ticket, Customer shall provide the following information:

- Incident Number (if existing)
- Customer Name
- Product version
- Detailed description of the issue including relevant linked URLs to any affected apps and job errors
- Name and email address of the person reporting the defect

In the event Customer reports to Syntasa a defect in the Software, Syntasa, acting reasonably, shall categorize and respond to requests as listed below. Note that initial responses will happen during support hours.

Category	Description	Initial Response	Target Start	Target Resolution or Workaround
Critical	Business-critical processes not functional	< 1 hour	< 1 hour	< 24 hours
Serious	Production processes not functional or business-critical processes impaired	< 2 hours	< 6 hours	< 2 business days
Moderate	Development workflow(s) impaired	< 8 hours	< 2 business day	< 5 business days
Minor	Software defects not falling into the above categories and cosmetic issues affecting the Software	< 2 business day	Future Release	Future Release

Customer shall work in conjunction with Syntasa to determine business-critical processes. The above time-frames are conditioned on Customer providing Syntasa with all information and assistance necessary for Syntasa to diagnose and trouble-shoot the issue. Syntasa shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request):

- Acknowledgement of receipt of the request
- Initial diagnosis in relation to any reported error, where applicable
- Anticipated timetable for action in relation to the request

Exhibit B Configuration Services

Syntasa software can be deployed in Customer's virtual private cloud or on-premise environment. As part of the subscription agreement, Syntasa resources will assist the Customer, to the extent agreed in the Order form, with the following tasks.

Syntasa Platform Installation

Syntasa personnel will assist Customer to install the Syntasa software. The platform installation activities may include:

- 1. Configure cloud-based infrastructure (network and cloud services)
- 2. Install Syntasa software per agreed configuration
- 3. Test various Syntasa components to make it ready for data and AI app creation

Solution Configuration

Syntasa personnel will assist the customer in configuring the required data and AI Apps to deliver mutually agreed configuration to address Customer's requirements:

- 1. Identify and design required Apps appflow
- 2. Create connections to external systems, data stores, data transformation logic, AI models, and data activation logic
- 3. Create, test, and deploy apps to production

Exhibit C Operations Services

In effort to aid in ensuring properly functioning and optimized processing pipelines that complete in a timely manner, Syntasa produces and continuously collects job status and application status data for support purposes. Syntasa will collect only data produced by the Syntasa application, at no time will Syntasa be collecting any personal, customer, or enterprise data. If Customer does not want Syntasa to collect the job status data, Customer must request in writing to be removed from the job status monitoring service.

Supervisory Services

Syntasa personnel will provide the following services for mutually agreed upon Apps:

- 4. Manage day-to-day operations
- 5. Ensure data is processed and available on an ongoing basis
- 6. Audit core production Apps

Environment Management Services

Syntasa personnel will provide the following services for mutually agreed upon Apps:

- 4. Perform any necessary configuration changes to Customer virtual private cloud environment
- 5. Deploy new Apps, and changes to existing Apps, to production
- 6. Manage version control