

Syntexa Inc. Cloud Subscription Customer Terms of Service

Please read these customer terms of service carefully.

Last Modified: January 15, 2025

This Customer Terms of Service is a **Software License Agreement** (“Agreement”) made between **Syntexa Inc.** (“Syntexa” or “we”), and the entity identified in the **Software Order Form** (“you,” “your,” or “Customer”) with respect to the web-based Syntexa licensed product(s) identified in the Order Form (“Software”). This Agreement governs your right to use the Software and Syntexa’s obligations to you. You accept this Agreement by electronically signing your Order Form.

The terms of the **Data Processing Agreement (DPA)** linked below are incorporated by reference and apply to any Customer Data that includes personal data.

1. Software Subscription

Syntexa grants you a **non-exclusive, non-transferable right** for the number of authorized employees, contractors, and consultants (“Users”) to access, run, and display the Software through specified web browsers solely for your internal business purposes during the term of your Software license (“Software Subscription”).

You are responsible for issuing each User a **username and password**, maintaining confidentiality, and using the Software responsibly. All rights not expressly granted are reserved by Syntexa.

2. Use Restrictions

You may **not**:

- Make the Software available to anyone other than Users.
- Use the Software for someone else’s benefit.
- Copy, modify, reverse engineer, or create derivative works from the Software.
- Link, frame, mirror, or otherwise display the Software on other servers or devices.

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Effective Date: 15-Jan-2025 (CCN-25001)

You may only use the Software for your internal business purposes and must **comply with applicable laws**. You may not use the Software to distribute spam, viruses, unlawful content, or interfere with Software performance.

3. User Information and Data

You retain ownership of all **Customer Data** entered into the Software. Syntexa takes commercially reasonable measures to protect this data. You are responsible for the **accuracy, legality, and appropriateness** of all Customer Data.

Upon termination (if not in breach), Syntexa will export your data within 30 days. In case of a material breach, access may be denied and Customer Data may be deleted after 90 days according to Syntexa's data retention policy.

Syntexa may collect **aggregated usage data** to improve its services. Customer Data is not included. Personal data is handled according to the DPA.

4. Security Measures

You are responsible for **User access and security**. You must notify Syntexa immediately of any unauthorized use of accounts, passwords, or suspected breaches. Users may not impersonate third parties or provide false information.

5. Support

Syntexa provides:

- **On-screen help resources** within the Software
- **Email and ticket-based support**
- **Telephone support** during business hours (specific to regions)

Support covers **technical assistance**, not consulting or training. Servers are hosted with SSL encryption, regular backups, antivirus, and a guaranteed uptime of **99.9%** (excluding scheduled maintenance).

6. License Fees

Fees for the Software Subscription and additional services are outlined in your Order Form.

Payment terms:

- Invoiced in advance of the subscription term
- Due within 30 days unless specified otherwise
- Subject to annual adjustments on renewal (45-day notice prior)

Customers are responsible for **all applicable taxes** (excluding Syntexa income taxes). Past-due balances accrue interest at **1.5% per month**, plus collection costs. Payments are **non-refundable**.

7. Term and Termination

- Initial term is as specified in the Order Form, automatically renewing unless terminated.
- Either party may terminate with **30 days written notice**.
- Non-payment or material breach allows Syntexa to terminate access.
- Customer Data must be designated for export upon termination; otherwise, Syntexa will export to the main contact and delete remaining data per retention policy.

8. Limited Warranty and Disclaimer

The Software functions as described in published documentation. Provided **“AS IS”** with no other warranties, express or implied, including merchantability or fitness for a particular purpose.

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9. Limitation of Liability

Neither party is liable for **indirect, incidental, or consequential damages**, including loss of revenue or profits. Maximum liability is **limited to the fees paid in the 12 months prior** to the claim, except for breach of confidentiality, intellectual property, or indemnification obligations.

10. Indemnification

Syntexa will defend against third-party claims of **Software IP infringement** if promptly notified and given control of the defense. Remedies may include replacement, modification, or refund of subscription fees.

11. Governing Law and Dispute Resolution

- Injunctive relief may be sought for breaches of confidentiality or IP.
- This Agreement is governed by the **laws of Canada**, and the courts of Ontario have exclusive jurisdiction.
- Except for injunctive relief, disputes will be resolved via **binding arbitration** under AAA rules.

12. Miscellaneous

- Entire Agreement: supersedes prior agreements regarding Software.
- Assignment: Customers may assign to successors by law or corporate changes; Syntexa may assign freely.
- Notices: Delivered via Customer Portal, email, or overnight carrier; effective upon delivery.
- Updates: Syntexa may amend the Agreement with **30-day prior notice**.

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Acceptance: You accept this Agreement by electronically signing your Order Form.

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