

Synadia Platform Terms

PLEASE READ THE PLATFORM TERMS (“TERMS”) BEFORE USING SYNADIA PLATFORM OFFERED BY SYNADIA COMMUNICATIONS INC. (“SYNADIA”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH SYNADIA WHICH REFERENCE THESE TERMS (EACH, AN “ORDER”), YOU (“CUSTOMER”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH THE ORDERS, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER WHICH YOU SUBMIT VIA SYNADIA’S STANDARD ONLINE PROCESS AND ACCEPTED BY SYNADIA SHALL BE DEEMED MUTUALLY EXECUTED. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THESE TERMS. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. Orders. Upon mutual execution, each Order shall be incorporated into and form a part of these Terms. Any software provided to Customer hereunder (including without limitation any software identified on the Order), as well as the applicable official user documentation for the Platform (the “Documentation”) shall be deemed a part of the Platform and subject to all of the terms and conditions of this Agreement.

2. License Grant & Access Rights. Synadia grants Customer a nonexclusive, limited, personal, non-sublicensable, nontransferable rights and license to internally access and use the Platform during the Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Synadia’s applicable official user documentation for the Platform (the “Documentation”). Any software which is deployed, distributed or otherwise provided to Customer hereunder is subject to all of the terms and conditions of this Agreement. The Platform shall be installed on Customer’s environment or an environment under Customer’s control, and Customer shall enable Synadia’s secure access to the Platform in order for Synadia to manage the Platform on behalf of Customer, including enabling and installing the latest Updates (as defined below) to the Platform, as further explained in Section 12 (“**Managed Service**”).

3. Support: Management. Subject to Customer’s payment of all applicable fees, for the term specified on an applicable Order, Synadia will provide the management and support services for the Platform in accordance with (i) the Managed Services description set forth in Section 12; and (ii) the support package specified on the applicable Order and Synadia’s then-current Support Services Description (the current version of which is attached hereto as Exhibit A).

4. Platform Updates. From time to time, Synadia may provide upgrades, patches, enhancements, or fixes for the Platform to its customers generally without additional charge (“Updates”), and such Updates will become part of the Platform and subject to this Agreement; provided that Synadia shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Synadia may make improvements and modifications to the Platform at any time in its sole discretion; provided that Synadia shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes.

5. Ownership; Confidentiality; Feedback.

5.1 As between the parties, Synadia retains all right, title, and interest in and to the Platform, and all software, products, works, deliverables and other intellectual property and moral rights related thereto or created, used, or provided by Synadia for the purposes of this Agreement, including any copies and derivative works of the foregoing. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer acknowledges that the Platform may incorporate, contain, use, or be distributed alongside certain third party and/or open source software (“Third Party Software”). Third Party Software is subject to and governed by the software licenses applicable thereto as indicated by Synadia (the “Third Party Software Licenses”). Nothing in this Agreement limits any right Customer may have under Third Party Software Licenses.

5.2 Each party (“Receiving Party”) agrees that for all Confidential Information (as defined herein) it obtains from the other party (“Disclosing Party”) (i) it will use the same degree of care that it uses to protect its own confidential information of like kind (but not less than reasonable care), (ii) not use any Confidential Information of the Disclosing Party for any purpose outside of the scope of this Agreement; and (iii) limit access to Confidential Information of the

Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Confidential Information is defined as that information that is marked as Confidential or Proprietary Information at the time of disclosure or immediately thereafter; is disclosed verbally and identified as confidential or proprietary at the time of disclosure or immediately thereafter; or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Synadia's business, technical, and financial information (written and verbal) and its Platform are considered Synadia Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information it can document: (i) is generally available to the public other than through breach of this Agreement; (ii) is rightfully disclosed to the Receiving Party by a third party; or (iii) is independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party. Because of the unique and proprietary nature of the Confidential Information, it is understood and agreed that the Disclosing Party's remedies at law for a breach by the Receiving Party of its obligations under this Section will be inadequate and that the Disclosing Party shall be entitled to seek equitable relief (including without limitation provisional and permanent injunctive relief and specific performance). If Receiving Party is required by law or court order to disclose Confidential information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notification and cooperate in any reasonable effort to obtain confidential treatment of the Confidential Information. Nothing stated herein shall limit any other remedies provided under this Agreement or available to the Disclosing Party at law. Upon expiration or termination of this Agreement, each party may demand return of all copies of its Confidential Information in the possession or control of the Receiving Party.

5.3 Customer may (but is not obligated to) provide suggestions, comments or other feedback to Synadia with respect to the Platform ("Feedback"). Such Feedback shall not create any confidentiality obligation for Synadia notwithstanding anything else. Synadia acknowledges and agrees that all Feedback is provided "AS IS" and without warranty of any kind. Customer shall, and hereby does, grant to Synadia a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Synadia's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

5.4 Customer acknowledges that Synadia may, in the course of providing the Managed Services, collect and analyze data (including logs) regarding Customer's access to and use of the Platform in order to provide and improve the Platform and Managed Services, and related technology. Synadia may use such meta data for the foregoing purposes so long as such data is not identifiable to Customer.

6. Fees; Payment. Customer shall pay Synadia fees for the Platform and services as set forth in the Order ("Fees"). Unless otherwise specified in the Order, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. In the event Customer fails to pay annual payments during the Initial Term or the then current Renewal Term, as applicable, and such default continues for a period of thirty (30) days, then any and all remaining amounts for the relevant subscription period shall become immediately due and payable. If purchase order numbers are required to process payment to Synadia, Customer shall provide the purchase order concurrent with the Order. Any delays in payment resulting from missing purchase order numbers will be subject to late payment fees. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. The Platform shall be delivered electronically and delivery deemed completed when made available to Customer. Customer shall be responsible for all taxes associated with the Platform and services (excluding taxes based on Synadia's net income). All Fees paid are non-refundable and are not subject to set-off. If Customer exceeds any user or usage limitations set forth on an Order (including the number of specified quantities eligible to receive support), then (i) Synadia shall invoice Customer for such additional users or usage at the overage rates set forth on the Order (or if no overage rates are set forth on the Order, at Synadia's then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the Initial Term or then-current Renewal Term (as applicable) as is specified in the applicable

Order, and (ii) if the Term renews (in accordance with the section entitled “Term; Termination” below), such renewal shall include the additional fees for such excess users and usage. Customer shall not use any support services for any unsupported application or products, including, without limitation, any open-source or community edition of any Synadia product, without paying Synadia’s then-current fees related to the Platform.

7. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not allow any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover or misappropriate the source code, object code, or underlying structure, ideas, or algorithms of the Platform (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Platform and services; (iv) use the Platform and/or services for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Platform or any portion thereof; (vi) use the Platform to build an application or product that is competitive with any Synadia product or service; (vii) interfere or attempt to interfere with the proper working of the Platform, any activities conducted on the Platform or the provision of services; or (viii) bypass any measures Synadia may use to prevent or restrict access to the Platform and/or the services (or other accounts, computer systems or networks connected to the Platform). Customer (a) shall use the Platform and access the services in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer’s use of the Platform (including those related to data privacy, international communications, export laws (as additionally detailed below), anti-bribery (including but not limited to the U.S. Foreign Corrupt Practices Act of 1977 (as amended), the U.K. Bribery Act 2010, and the OECD Convention of Combating Bribery of Foreign Public Officials), and the transmission of technical or personal data laws), and (b) shall not use the Platform and receive access to the services in a manner that violates any third party intellectual property, contractual or other proprietary rights (including with respect to NATS.io, its underlying Third Party Software License).

8. Third Party Services. Customer acknowledges and agrees that the Platform may operate on, with or use application programming interfaces (APIs) and/or other services operated or provided by third parties (“Third Party Services”), including without limitation through integrations or connectors to such Third Party Services that are provided by Synadia. Synadia is not responsible for the operation of any Third Party Services nor the availability or operation of the Platform to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Synadia does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party’s terms and conditions.

9. Branding. Subject to the terms and conditions of this Agreement, each party grants to the other party a non-exclusive, worldwide, non-transferable, royalty-free right during the Term to use the other party’s trademarks, services marks and logos solely as necessary (a) to refer to the parties relationship on its website and, as applicable to Synadia, refer to Customer on a customer listing, without implying endorsement by the Customer of Synadia’s products and/or services, and (b) in joint marketing activities, press releases or other uses only as is mutually agreed to in a prior writing by the parties. All such usage will be subject to the licensing party’s then-current trademark guidelines.

10. Export. Customer agrees to comply with any U.S. and other applicable jurisdiction import, export and re-export control laws, restrictions and regulations, and that it shall not use, export, re-export, transfer, or otherwise make available the Platform, the Documentation or any related services in violation of any such import, export and re-export control laws, restrictions and regulations. Customer certifies and warrants: (a) that it is not included on any U.S. government list of prohibited or restricted parties, it is not in a country or a region that is subject to a U.S. government embargo, or is located in a country that has been designated by the U.S. government as a terrorist supporting country; (b) it will not sell to or conduct business with any U.S. government embargoed country or U.S. government list of prohibited or restricted parties, or a party located in (or a national of) a country or region that is subject to a U.S. government embargo or that has been designated by the U.S. government as a terrorist supporting country; and will

not permit any end user or other third party to access or use the Platform, the Documentation and related services in violation of any U.S. export embargo, prohibition or restriction, or otherwise in violation of this section. Customer will not or allow any end user or other third party to submit to the Platform any information that is controlled under the U.S. International Traffic in Arms

11. Term; Termination. This Agreement shall commence upon the date of the Order, and, unless earlier terminated in accordance herewith, shall last until the expiration of the Term (as defined below). Unless otherwise specified in the Order, the “Term” shall begin as of the effective date set forth on the Order, and unless earlier terminated as set forth herein, (a) shall continue for the initial term specified on the Order (the “Initial Term”), and (b) following the Initial Term, shall automatically renew for additional successive periods, of equal duration to the Initial Term, subject to Synadia’s then current pricing not to exceed 5% more than the previous current term (each, a “Renewal Term”) unless either party notifies the other party of such party’s intention not to renew no later than thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Synadia may suspend, limit its offering and management of the Platform (including access to the services) if (i) Customer’s account is more than sixty (60) days past due, or (ii) Customer’s use of the Platform (and access to the services) or the Customer Environment results in (or is reasonably likely to result in) damage to or material degradation of the Platform; provided that in the case of subsection (ii): (a) Synadia shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Synadia shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Synadia shall reinstate the Platform and accompanying services, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. As of the termination or expiration of this Agreement all versions of the Platform shall be deleted, removed or destroyed from Customer’s systems. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, confidentiality, warranty disclaimers, indemnity and limitations of liability.

12. Managed Services

12.1 Description of Managed Services. The Managed Services is a service provided by Synadia where Synadia Platform components are deployed and hosted in the Customer's cloud environment and fully managed by Synadia. In the Managed Platform, Synadia is responsible for the following tasks:

- Setting up and deploying all the cloud infrastructure required, in Customer's VPC (Virtual Private Cloud)
- Deploying Synadia Platform components required by Customer in Customer’s VPC
- Monitoring the service health of the Platform
- Responding 24x7 to any degradation impacting the availability of the service
- Managing security patches CVEs (Common Vulnerabilities Exposures) and applying updates appropriately
- Performing Platform standard component Updates in coordination with the Customer

The Customer shall provide Synadia with administrative access to a dedicated cloud account in a supported cloud environment. Synadia will create and manage individual logins for its engineers to manage the services. Synadia currently supports the following cloud providers: AWS, GCP, and Azure.

12.2 Service Availability and Credits. As further described below, Synadia will use commercially reasonable efforts to: (i) provide Customer with 99.99% availability to the Managed Services (the “Service Availability”). The Service Availability will be measured on a monthly basis, with all hours weighted equally, but the Service Availability measurement will exclude (a) reasonable scheduled downtime for system maintenance; (b) downtime or performance issues resulting from third party connections, services or utilities or other reason beyond Synadia’s control including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than

those involving Synadia employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Synadia’s possession or reasonable control, denial of service attacks, (c) Customer-generated load that exceeds Synadia’s resource capabilities, (d) usage that exceeds the quantities purchased in an Order; or (e) interference by the Customer’s activities. If the Managed Service is unavailable to Customer due to defects with the Managed Service beyond the Service Availability metric, then, as Customer’s sole and exclusive remedy (and Synadia’s sole liability), Synadia will provide Customer a credit for the subsequent Managed Service billing cycle as follows:

Availability	Credit
<99.99%	10%
≤99.50%	15%
≤99%	20%

All credits provided hereunder are nonrefundable and cannot be transferred or exchanged. The amount of credit given in a calendar month cannot exceed the total fees paid or payable by Customer or otherwise allocated to Customer in the given month. Synadia will make a good faith effort to calculate the length of the downtime period based on its system logs, monitoring reports, configuration records, and other available information, which Synadia will make available for auditing by the Customer at the Customer’s reasonable request. If Customer elects not to renew the Agreement, such that the above credit cannot be applied, Customer will have the option to receive up to one free month of Managed Services as its sole remedy in lieu of such credit.

13. Indemnification.

13.1 Each party (“Indemnitor”) shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates’ employees, contractors, directors, suppliers and representatives (collectively, the “Indemnitee”) from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys’ fees) (“Losses”), that arise from or relate to any claim that (i) in the case of Synadia as Indemnitor, the Platform infringes, violates, or misappropriates any third party intellectual property or proprietary right, or (ii) in the case of Customer as Indemnitor, where Customer’s use of the Platform including NATS.io infringes, violates, or misappropriates any third party intellectual property or proprietary right, including any rights of privacy, or violates any applicable law. If Customer’s use of the Platform is (or in Synadia’s opinion is likely to be) enjoined, if required by settlement, or if Synadia determines such actions are reasonably necessary to avoid material liability, Synadia may, in its sole discretion, either (i) substitute substantially functionally similar software; (ii) procure for Customer the right to use the Platform or (iii) if neither option (i) or (ii) are reasonably available, upon written notice to Customer, require return of the Platform and refund to Customer the unused pre-paid amounts for the Platform.

13.2 Additionally, the foregoing obligations of Synadia do not apply with respect to the Platform or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (a) not created or provided by Synadia (including Customer Data, as defined in Exhibit A), (b) combined with other products, processes or materials not provided by Synadia (where the alleged Losses arise from or relate to such combination), or (c) Customer continues its allegedly infringing activity after being notified by Synadia or after being informed of modifications that would have avoided the alleged infringement. In each of the aforementioned instances, Customer shall indemnify Synadia from all Losses that arise therefrom or relate thereto.

13.3 Each Indemnitor’s indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only

relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). THE REMEDIES PROVIDED IN THIS SECTION 13 CONSTITUTE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND SYNADIA'S SOLE LIABILITY, WITH RESPECT TO ANY CLAIM THAT THE PLATFORM INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

14. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE MANAGED SERVICES AND THE PLATFORM (INCLUDING ALL THIRD PARTY SOFTWARE) IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

15. Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF SECTION 7, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, LICENSORS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY OTHER THIRD-PARTY SERVICES, (III) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (IV) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO SYNADIA HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER. THE SYNADIA MANAGED SERVICES AND THE PLATFORM ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). THE RECEIPT OF THE MANAGED SERVICES AND USE OF THE PLATFORM IN HIGH RISK ACTIVITIES IS NOT AUTHORIZED.

16. Review of Record. Customer shall maintain complete and accurate records of account with respect to all of its activities hereunder relating to the Platform and the services. Such records will be maintained for a period of at least two years after termination or expiration of the Agreement. Synadia may cause a review to be made of the applicable Customer records in order to verify Customer's compliance with the terms of this Agreement with fifteen (15) days prior written notice. Customer agrees to cooperate with Synadia and provide Synadia's team access to the relevant Customer records. If the review reveals a discrepancy, with amounts owing to Synadia, Customer shall pay such amount plus interest (as indicated in Section 6) to be accrued as of its original due date on the amount of the discrepancy, and if the discrepancy is greater than five percent (5%) of any amount due to Synadia, then Customer shall be responsible for the cost of the review.

17. Miscellaneous. This Agreement represents the entire agreement between Customer and Synadia with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Synadia with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and without regard to the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transaction Act. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California. Any access to, including the processing of Customer personal data, shall be subject to Synadia's Data Processing Agreement available at <https://www.synadia.com/legal/dpa>. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices sent to Synadia shall always

include an email copy to orders@synadia.com. Any notice shall be sent to the addresses set forth in the Order or to any updated address that a party may provide by written notice. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of all or substantially all of such party's business relating to this Agreement, and (ii) Synadia may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

Exhibit A

SYNADIA SUPPORT SERVICES DESCRIPTION

	Standard	Premium	Enterprise
Support Hours	Monday through Friday, 9am to 5pm, based on the Time Zone indicated in this Exhibit A (Synadia holidays excluded)	Priority 1 - 24x7x365 Priority 2 - Business Hours Priority 3 - Business Hours	Priority 1 - 24x7x365 Priority 2 - Business Hours Priority 3 - Business Hours
Initial Response Times	Priority 1: 8 Business Hours Priority 2: 16 Business Hours Priority 3: 24 Business Hours Priority 4 Requests: Reasonable amount of time	Priority 1: 4 hours Priority 2: 8 Business Hours Priority 3: 16 Business Hours Priority 4 Requests: Reasonable amount of time	Priority 1: 1 hour Priority 2: 4 Business Hours Priority 3: 12 Business Hours Priority 4 Requests: Reasonable amount of time
Support channel	Synadia Support Portal	Synadia Support Portal	Synadia Support Portal
Service Package		Additional services up to 10 hours, which include a health check and architect review.	Additional services up to 20 hours, which include two health checks and architect review.
Additional Services		Slack channel for direct access to the Synadia team for non-ticket related questions	Priority ticket routing Monthly consultation to review/discuss specific product questions Quarterly support review; New product review Slack channel for direct access to the Synadia team for non-ticket related questions Bi-annual roadmap review with product lead
# Support Cases per calendar month	5	Unlimited	Unlimited

# Customer Technical Contacts	3	6	12
Technical Account Manager (TAM)*	Not Applicable	Limited	Yes

*TAM – As applicable to Premium level, “Limited” means the named TAM will provide support during the onboarding phase and some checkpoints during the term of the Support Services. As applicable to Enterprise level, “Yes” means the named TAM will provide continuous engagement during the term of the Support Services, including checkpoints, business reviews, and roadmap sessions.

1. DEFINITIONS

“**Business Hours**” means Monday through Friday, 9am to 5pm, based on the Time Zone as specified in this Exhibit A only. As applicable to Standard support, Synadia holidays are excluded.

“**Error**” means any operational issue or failure of a Supported Product to operate in accordance with its Documentation.

“**Supported Product**” means the Synadia software specified on the corresponding Order that lists the purchase of Support Services.

“**Major Version**” means significant changes that often include major features, architectural overhauls, or incompatible API changes. An increase in the major version (e.g., from 1.0 to 2.0) typically signifies a major release that may require users to make adjustments or updates to accommodate the new version.

“**Minor Version**” means smaller updates that add new features, improvements, or bug fixes that are generally backward compatible. An increase in the minor version number (e.g., from 1.1 to 1.2) indicates a more incremental update that typically doesn't disrupt existing functionality.

“**Priority One**” means an Error that renders the Supported Product in the Production Environment either completely inoperable or causing a serious adverse impact to Customer’s business operations such that Customer is prevented from using the Supported Product. Any Error that arises outside of the Production Environment, is not classified as a Priority One Error.

“**Priority Two**” means an Error that materially impairs the Supported Product performance in the Production System or in a Staging Environment or a UAT Environment, with the consequence that Customer’s use of the Supported Product can only be performed in a significantly restricted manner.

“**Priority Three**” means an Error that does not significantly affect Customer’s current day-to-day business operations, but the performance or efficiency of Customer’s business operations might improve if the Error were to be corrected. This is the default priority unless use of your Supported Product is not available or is significantly restricted according to the definitions and criteria of Priority One and Priority Two as set forth above.

“**Priority Four Requests**” means a request from Customer to Synadia for an enhancement or modification to the Support Product.

“**Production Environment**” means the systems Customer uses to run software that is used within the operation of Customer’s business to serve actual users and handle real data.

“**Staging Environment**” or “**UAT (User Acceptance Testing) Environment**” means the system Customer uses as a pre-production replica of the Production Environment, acting as a final testing prior to roll out to the actual Production Environment.

“**Support Case**” means a support ticket submitted to Synadia for any reason, including those relating to an Error.

“**Technical Contact**” means a Customer employee technically familiar and competent with Customer’s systems (including the business system), infrastructure and use of the Supported Product, who: (i) has “read, write and execute” access to the necessary files, English language communication skills and relevant technical knowledge; and (ii) is the designated Customer contact to receive Support Services, and to resolve Customer technical issues related to the Supported Product.

“**Time Zone**” means East Coast time zone (ET).

2. CUSTOMER OBLIGATIONS

2.1 **Technical Contacts.** Customer and its Technical Contacts shall: (i) make reasonable efforts to resolve Customer issues or identify issues as relating to the Support Products prior to contacting Synadia for Support Services; and (ii) provide Synadia with sufficient information and resources to address the Error, and access to the personnel, hardware, and any additional software as reasonably necessary to enable Synadia to reproduce, analyze and address the Error.

2.2 **Responsibilities.** Customer is responsible for testing the Support Product before deploying it in a production environment, backing up systems on a regular basis and having those backups available if needed for support purposes. Except as otherwise expressly stated, Support Services does not include data migration or data recovery support.

2.3 **Documentation.** Customer must use Supported Product in accordance with the Documentation and shall comply with all restrictions and limitations applicable to each Supported Product.

2.4 **Product Support Lifecycle.** Customer is required to use the currently supported version of the Synadia/NATS products in order to receive full support. Product support lifecycle information is [here](#).

2.5 **Support Coverage.** Customer is required to purchase Support Services for all deployed copies of the Supported Product, and all such copies must be under the same Support Service level.

2.6 **System View.** If Synadia is provided a view into Customer’s system to address an Error. Customer shall only share data relevant to investigate and triage the Error. Customer shall in no event share any Customer, end user, or any other third party personal data with Synadia.

3. MAINTENANCE SERVICE

3.1 **Problem Resolution.** Synadia will provide problem resolution for Errors in accordance with the service priorities and effort standards provided in Section 4 below of this Exhibit A.

3.2 **Supported Versions.** Synadia will support each Major Version and Minor Version of the Supported Product in accordance with the then current Synadia Product Support Lifecycle as provided under Section 2.4 above. Synadia recommends installing Updates as they are made available. If a reported Error is resolved in an already released version, Customer is expected to update to that release. Synadia is not required to update the non-current version.

3.3 **Service Package.** As part of Premium and Enterprise Support Services levels, at no additional charge, Synadia will deliver additional remote services hours annually during the Term according to the Support Services level selected. Customer will receive up to ten (10) additional service hours with the Premium level and up to twenty (20) additional service hours with the Enterprise level. These hours are intended for remote delivery of services related to the Supported Product and are delivered remotely at times as are agreed to by the parties. Unused hours will not roll-over to a Renewal Term.

3.4 **Supported Clients.** Synadia supports and updates the following client languages: Go, JavaScript, Java, .Net, Python, Rust, C, C++. Clients in other languages are not tested nor supported.

3.5 **Technical Contacts.** The permitted number of Technical Contacts is based on the level of Support Services purchased by Customer and is set forth in the table above. The first two (2) Technical Contacts shall be identified in writing (email to suffice) by Customer to Synadia immediately following execution of the Agreement, and may be changed by Customer at any time, upon written (email to suffice) notification to Synadia.

3.6 **Aggregated Information.** Notwithstanding any conflicting terms in the Agreement, Customer acknowledges that Synadia may, in the course of providing the Support Services, collect and analyze metadata regarding Customer's access to and use of the Supported Product in order to provide and improve the Support Services, Supported Product, and related technology. Metadata may be contained in log files and diagnostic tools (to the extent such are run) if the results of which are provided back to Synadia by Customer. Synadia may use such meta data for the foregoing purposes so long as such metadata is not identifiable to Customer.

3.7 **Dependencies.** Customer understands that Synadia's performance of the Support Services is dependent in part on Customer's actions. Accordingly, any dates or time periods relevant to performance of Support Services by Synadia shall be appropriately and equitably extended to account for any delays resulting from changes to Customer products or otherwise due to Customer, and Synadia will not be liable in any way for such delays.

4. PRIORITY RESPONSE FOR SUPPORTED PRODUCT ERRORS

4.1 **Priority One.** Synadia will acknowledge receipt and initiate diagnostic and remedial measures within the Initial Response Times specified in the above table upon electronic notification of a Priority One Error that is reported via Synadia's [support portal](#). Once Synadia has commenced corrective measures, Synadia will work diligently until the Error has been remedied or a workaround has been provided. After Synadia has provided initial support of a Priority One Error, if Synadia determines the Error should no longer be classified as a Priority One ticket, Synadia can reclassify the Error ticket to a lower priority, based on Synadia's sole discretion.

4.2 **Priority Two.** Synadia will initiate diagnostic and remedial measures within the Initial Response Times specified in the above table upon electronic notification of a Priority Two Error via Synadia's [support portal](#). Once Synadia has commenced corrective measures, Synadia will use reasonable efforts to address the Error until the Error has been remedied or a workaround has been provided. After Synadia has provided initial support of a Priority Two Error, if Synadia determines the Error should no longer be classified as a Priority Two ticket, Synadia can reclassify the Error ticket to a lower priority, based on Synadia's sole discretion.

4.3 **Priority Three.** Synadia will initiate diagnostic and remedial measures within the Initial Response Times specified in the above table upon electronic notification of a Priority Three Error via Synadia's [support portal](#). Once Synadia has commenced corrective measures, Synadia will use reasonable efforts to address the Error until the Error has been remedied or a workaround has been provided.

4.4 **Priority Four Requests.** Synadia will provide an initial response within The Initial Response Times specified in the above table upon electronic notification of a Priority Four Request via Synadia's [support portal](#). Synadia will review and

take into consideration Priority Four Requests. Within a reasonable amount of time from receipt of each request, typically within thirty (30) days, Synadia will inform Customer if Synadia will pursue the request.

5. EXCLUSIONS

5.1 **Exclusions.** Support Services excludes anything not set forth in this Exhibit A and specifically excludes support of any hardware and/or any software other than the Supported Product, including, without limitation, any integration with third party software or services, or non-Supported Product applications or platforms. Synadia reserves the right to invoice Customer for any additional time spent troubleshooting and identifying third-party product issues contributing to the performance impact of Supported Product covered in this Agreement.

5.2 **Support Coverage.** Support is provided in the English language. Synadia does not provide support for (a) any underlying infrastructure or for any third party products; (b) Supported Product running on hardware or platforms designed as “end of life” by the provider.