

Master Service Agreement (General Terms of Synchronized)

Preamble

Synchronized is a company specialized in artificial intelligence technologies applied to audiovisual content. Its SaaS platform (the “Solution”) generates and leverages temporal data (“time-coded objects”) derived from audiovisual programs to facilitate and automate certain processes across the media value chain.

These general terms and conditions, constituting the Master Service Agreement (the “MSA” or “Terms”), set the contractual framework applicable to any Client using Synchronized’s Solution and Services. They define the respective rights and obligations of the Parties and operate together with the Order Forms and the annexes referenced in Section 1.2.

This Preamble is for explanatory purposes only and does not create obligations beyond those set out in the body of these Terms.

Article 1 – Purpose, Contract Structure, and Definitions

1.1 Purpose

These general terms and conditions (the “MSA”) govern access to and use of the Solution and the Services provided by Synchronized. They apply to every Client and form the general contractual framework of the Parties’ relationship.

1.2 Contract Structure

The contractual relationship between Synchronized and the Client includes:

- these general terms and conditions (Master Service Agreement, the “MSA”);
- the purchase orders (“Order Forms”) executed between the Parties;
- where applicable, specifications or specific agreements (“Statements of Work” or “SOWs”); and
- their annexes, including, without limitation:
 - Annex 1 – Description of the Platform and Services,
 - Annex 2 – Service Level Agreement (“SLA”),
 - Annex 3 – Data Processing Addendum (“DPA”),
 - Annex 4 – Technical and Organizational Security Measures (“TOMs”),
 - Annex 5 – Technical Specifications and Supported Video Formats.

In the event of any inconsistency:

- the applicable Order Form shall prevail for negotiated and written, specific terms (including scope, volumes, pricing, and special commercial conditions) and, with respect to the description or extent of subscribed Services, over Annex 1;

- the SLA (Annex 2) shall prevail over the MSA for service levels (availability, support, credits);
- these general terms and conditions (the MSA) shall prevail for the general framework not addressed by the documents above.

For purposes hereof, the “Contract” collectively means this Master Service Agreement (Synchronized general terms), the applicable Order Forms, any SOWs, and **Annexes 1 through 5** above.

1.3 Definitions

For purposes hereof:

- **“Solution”** means Synchronized’s SaaS software platform, including Synchronized’s artificial intelligence engine, **Synchronized Studio** (user interface), its APIs, as well as the components and integration interfaces necessary to deliver the Services described in **Annex 1 – Description of the Platform and Services**. Technical prerequisites for accessing Synchronized Studio and content-ingestion specifications are set out in **Annex 5 – Technical Specifications and Supported Video Formats**.
- **“Services”** means all services provided by Synchronized to the Client, as described in Annex 1 – Description of the Platform and Services, including, without limitation: Smart-Ad Breaks, Smart-Binge, Smart-Thumbnails, and Smart-Composition.
- **“Synchronized Studio”** means the SaaS user interface provided by Synchronized, accessible via **individual named accounts**, enabling operators designated by the Client to access the Services. Through Synchronized Studio, Users may view suggestions generated by the AI engine, edit them, validate them, and publish them into the Client’s ecosystem. Access is granted via individual named accounts, in accordance with applicable data-protection laws, including the General Data Protection Regulation (GDPR).
- **“User”** means any natural person employed or engaged by the Client who has an individual named account allowing access to the Solution and the Services. Each account is strictly personal and may not be shared. The Client shall be responsible for managing user accounts and ensuring compliant use.
- **“Client Content”** means all items provided or made available by the Client to Synchronized in connection with performance of the Services, including, without limitation:
 - videos, files, and audiovisual works,
 - metadata, subtitles, ancillary files, or associated materials, and
 - any data, information, documents, or materials of a technical, operational, commercial, or organizational nature communicated by the Client in this context.
- **“Program”** means any audiovisual work (including picture and sound) selected by the Client, together with associated elements (e.g., subtitles, metadata, or ancillary files), for which **Outputs** are to be generated by the Service(s) activated within the Solution.
- **“Outputs”** means the results specifically produced for the Client by the Service(s) activated within the Solution from the Client Content, such as ad

markers, opening or closing titles/credits, thumbnails, video compositions, or other time-based metadata.

- **“Model Parameters”** means statistical representations, weights, vectors, algorithmic rules, or any other technical elements derived from processing content, used by one or more artificial intelligence or machine-learning models (including hybrid techniques for analyzing audiovisual content) for the purpose of training, testing, or improving the Services.
- **“Downtime”** means any period during which the Solution or the Services are not accessible, excluding periods of **Planned Maintenance**.
- **“Planned Maintenance”** means scheduled maintenance operations, notified by Synchronized to the Client within a reasonable lead time, resulting in temporary unavailability of the Solution or the Services.
- **“SLA” (Service Level Agreement)** means the annex or contractual document specifying the applicable service levels (for example, Solution availability, support response times, and service credits).
- **“Order Form”** means the purchase order or commercial commitment document executed by the Parties, specifying, in particular, the scope, volumes, prices, and, where applicable, the applicable SLAs.
- **“SOW” (Statement of Work)** means any document describing specific professional services (integration, development, configuration, assistance), executed by the Parties and governed by these Terms.

Article 2 – Rights Granted / License to Use

2.1 License Grant

Subject to the Client’s compliance with all of its obligations under these Terms and associated contractual documents, Synchronized grants the Client, for the term of the Contract, a worldwide, non-exclusive, non-transferable, and non-sublicensable license (except as provided in Section 2.2) to access the Solution and use the Services in accordance with their intended purpose. The Solution and the Services are operated by Synchronized with security measures consistent with industry standards applicable to the protection of audiovisual content.

2.2 Authorized Users and Subcontractors

The license is granted for internal use by the Client and its Users. The Client may also authorize its subcontractors, external service providers, or mandated persons to access the Solution and the Services, provided that:

- such access is granted via **individual named accounts** in compliance with security rules;
- such third parties comply with all obligations set out in these Terms;
- the Client contractually imposes on them security and confidentiality obligations equivalent to those set out herein; and
- the Client remains fully responsible for any use, compliant or otherwise, made by such third parties.

2.3 Restrictions

The Client expressly shall not, directly or indirectly, and shall ensure that its Users, subcontractors, external providers, or mandated persons do not:

- a) copy, modify, adapt, translate, disseminate, distribute, or create derivative works of all or part of the Solution;
- b) engage in or attempt to engage in reverse engineering, disassembly, decompilation, or any other attempt to access the source code, algorithms, or internal data of the Solution, except to the extent permitted by applicable law;
- c) use shared or anonymous accounts, or grant access to unauthorized third parties;
- d) use the Solution or the Services in a manner inconsistent with their intended purpose, applicable regulations, or Synchronized's intellectual property rights; or
- e) operate the Solution for the account or benefit of unauthorized third parties.

2.4 Logging and Suspension of Access

Synchronized implements logging mechanisms to trace connections and actions performed via User accounts.

In the event of non-compliant use or use likely to compromise the security or integrity of the Solution (including, without limitation, a denial-of-service attack or introduction of malicious code), Synchronized may suspend, in a reasonable and proportionate manner, the access concerned (including targeted suspension limited to the accounts involved), without prejudice to any other remedies provided under the Contract.

Such suspension shall in no event release the Client from its payment obligations under the Contract.

2.5 Term and End of License

The license is granted for the term of the Contract and shall automatically end upon its expiration or termination, whatever the cause. As of such date, the Client shall lose all rights of access to the Solution and the Services, and all access **shall be disabled with immediate effect**.

2.6 Outputs and Model Parameters

Notwithstanding the foregoing:

- the **Outputs** generated by the Service(s) activated within the Solution prior to the end date of the Contract shall remain definitively vested in the Client, which shall retain the right to use and exploit them freely, without limitation in time or territory; and
- the **Model Parameters**, including, without limitation, statistical representations, weights, vectors, and algorithmic rules resulting from training

or improvement of the Solution, shall remain the exclusive property of Synchronized.

- any adaptation, translation, specific development, or derivative work made to the Solution or the Services shall remain the exclusive property of Synchronized, unless expressly and in writing agreed otherwise between the Parties.

2.7 AI/ML Training and Improvement

The Client authorizes Synchronized to use, internally, the Client Content and the Outputs exclusively for the purposes of testing, training, and improving its artificial-intelligence and machine-learning models and algorithms.

Such use shall not grant Synchronized any ownership rights over the Client Content.

The trained models rely on aggregated Model Parameters and do not enable reconstruction of, or access to, the Client Content, nor any generation of content based on such data. When deploying models for other clients, no Client-specific Content or Outputs are made accessible.

Only aggregated, non-reversible, and non-identifiable parameters/statistics (the “Model Parameters”) may be integrated into Synchronized’s models to ensure their continuous improvement, for the benefit of the Service(s) provided to the Client and, more generally, to all users of the Solution.

Synchronized shall remain the sole holder of the Model Parameters and resulting improvements. The Client shall remain the holder of its Outputs in accordance with Section 2.6.

Article 3 – Synchronized’s Obligations

3.1 Availability, Performance, and Evolutions

Synchronized shall provide the Solution and the Services in accordance with generally recognized practices for SaaS platforms intended for audiovisual content, and shall implement all reasonable technical and organizational measures to ensure their availability and performance.

Synchronized may, at any time, make changes to the Solution and the Services, provided that such changes do not materially diminish the essential functionalities set forth in the Contract.

The quantified service levels relating to availability, performance, and support (including, without limitation, commitments regarding uptime and response times) are defined in the Order Form and/or in the applicable Service Level Agreement (“SLA”). Any service credits provided for in the SLA shall constitute the Client’s sole and exclusive remedy in the event of non-compliance with such commitments.

3.2 Support and Maintenance

Synchronized shall provide the Client with reasonable technical support for use of the Solution and the Services, accessible through the designated channels (portal, ticketing system, or official email address) and during the service hours communicated to the Client.

Detailed support procedures, including, without limitation, service windows, response times, and escalation procedures, are set out in the Order Form and/or in the applicable Service Level Agreement ("SLA").

Support covers exclusively the Solution and the Services as provided by Synchronized. Any assistance relating to integrations, specific developments, or third-party environments shall be subject to a separate agreement and may give rise to additional fees.

3.3 Financial Terms and Suspension for Default

Unless otherwise specified in the Order Form, invoices shall be payable within thirty (30) days from invoice date, exclusive of taxes. Any late payment shall bear interest at the applicable statutory rate increased and a fixed recovery charge of €40 (or USD equivalent at the official exchange rate on the invoice date).

In the event of non-payment not remedied within fifteen (15) days following a formal notice, Synchronized may suspend access to the Solution and the Services until full payment, without releasing the Client from its financial obligations.

3.4 Legal and Regulatory Compliance (including AI Act)

Synchronized shall provide the Solution and the Services in compliance with applicable laws and regulations, including, without limitation, with respect to personal-data protection, intellectual property, and security of audiovisual content.

Synchronized shall implement appropriate technical and organizational measures to protect the data processed in connection with provision of the Services, in accordance with generally recognized SaaS industry practices and applicable legal requirements, as described in **Annex 4 – Technical and Organizational Security Measures (TOMs)**.

Synchronized represents and warrants that it holds all rights necessary in the Solution and the Services to grant use to the Client under the conditions set forth herein.

Compliance with the AI Act

To the extent the Regulation (EU) on Artificial Intelligence (the "AI Act"), adopted in 2024, enters into force and becomes applicable to Synchronized's activities, the Parties acknowledge that Synchronized's Solution and Services fall within the "limited-risk" category under that regulation. Consequently, Synchronized shall comply with the corresponding obligations, including, without limitation, to:

- ensure transparency regarding the use of artificial intelligence in generating Outputs;
- guarantee human oversight through Synchronized Studio; and
- maintain traceability of processing carried out by the Solution.

3.5 Confidentiality

3.5.1 Confidentiality Obligation

Each Party shall treat as strictly confidential all information, data, documents, or materials of any kind disclosed by the other Party under the Contract and identified as confidential, or which by their nature should reasonably be considered confidential. Neither Party may disclose such information to third parties nor use it for any purpose other than performance of the Contract, except with the prior written consent of the other Party.

3.5.2 Restricted Access

Each Party may disclose confidential information only to its employees, subcontractors, or advisors who strictly need to know it for performance of the Contract, provided such persons are bound by confidentiality obligations equivalent to those herein.

3.5.3 Exceptions

The following shall not be considered confidential:

- a) information already known to the receiving Party before disclosure;
- b) information that has entered or enters the public domain without breach of the Contract;
- c) information lawfully received from a third party not bound by a confidentiality obligation;
- d) information independently developed by the receiving Party without use of the confidential information; or
- e) information required to be disclosed under a legal or regulatory obligation or by court or administrative order, provided the receiving Party gives prior notice to the other Party, unless such notice is prohibited by law.

3.5.4 Duration

The confidentiality obligations in this Article shall remain in effect throughout the term of the Contract and for a period of three (3) years from its termination, whatever the cause.

3.6 Personal Data Protection (GDPR)

3.6.1 Roles and Scope

(a) In the context of the Services, the Client acts as **Controller** and Synchronized as **Processor** within the meaning of the GDPR, for personal data included in (i) the content provided by the Client (if any) and (ii) Synchronized Studio User accounts.

(b) Synchronized shall process personal data only on the Client's documented instructions and solely for the purposes of performing the Contract.

3.6.2 Hosting Location and Sub-processors

- a) Data are hosted in the European Union (AWS – Ireland, region eu-west-1).
- b) Sub-processors. The up-to-date list of sub-processors is available at: <https://synchronized.tv/legal/subprocessors>.

Synchronized shall inform the Client of any material addition or replacement at least thirty (30) days before implementation, by updating that page and sending notice by email to the designated contractual contacts.

Synchronized shall remain responsible for its sub-processors and shall impose on them security and confidentiality obligations at least equivalent to those herein.

The objection process, its conditions, and its effects are defined in **Annex 3 – Data Processing Addendum (DPA)**.

3.6.3 Access and Security

- a) Access to data at Synchronized shall be strictly limited to duly authorized technical and product-support teams, applying the principle of least privilege.
- b) Synchronized shall implement appropriate technical and organizational measures (access controls, encryption in transit, logging, hardening of environments) proportionate to the risks, as defined in Annex 4 – TOMs.

3.6.4 Logging and Traceability

Synchronized shall maintain a minimum audit trail enabling verification of critical actions: (i) authentication to Synchronized Studio; (ii) opening of a video file by a User; (iii) publication of a result (Output) by a User. These logs are retained to evidence human oversight and to enable reconstruction of operations. Synchronized may add additional logs for security and compliance purposes.

3.6.5 GDPR Assistance and Data-Subject Rights

- a) Synchronized shall reasonably assist the Client in responding to data-subject requests, conducting data-protection impact assessments, and notifying competent authorities, within the limits of the information available to it.
- b) Synchronized shall notify the Client without undue delay of any data breach likely to affect the Client's data, together with available information.

3.6.6 Sub-processing and International Transfers

No transfer outside the EU is performed by default. If a transfer becomes necessary, Synchronized shall implement an appropriate legal mechanism (including, without limitation, the EU Standard Contractual Clauses (“SCCs”)) and shall inform the Client.

3.6.7 Retention, Return, and Deletion

Upon expiration or termination of the Contract, all data processed on behalf of the Client—(i) User-account data and the logs referred to in Section 3.6.4, (ii) audiovisual content supplied by the Client and still stored by Synchronized at the cessation date, and (iii) the Outputs generated by the Services—shall be deleted within a maximum of ninety (90) days.

The Client may request in writing the return of all or part of such data within a maximum of thirty (30) days following cessation of the Contract. In the event of return, Synchronized shall make the data available in a standard format (CSV, JSON, API, or files as stored).

Any return request requiring additional operations—such as large-scale migration, export in a specific format, or particular technical assistance—shall be subject to a prior quote submitted to the Client. Performance of such additional services shall be conditioned on the Client’s written acceptance of that quote.

The return shall not include Synchronized’s internal technical elements, in particular the **Model Parameters** as defined in the Master Service Agreement (Synchronized General Terms), which shall remain Synchronized’s exclusive property and are excluded from the scope of return.

3.7 Intellectual Property

3.7.1 Synchronized’s Rights

Synchronized shall retain all intellectual and industrial property rights in and to the Solution and the Services, including all of their components (software, algorithms, artificial-intelligence models, APIs, interfaces, documentation, **Model Parameters**, as well as any development, improvement, adaptation, or derivative work). No ownership rights are transferred to the Client under the Contract, other than a license to use in accordance with Article 2.

3.7.2 Client’s Rights

Notwithstanding the foregoing, the **Outputs** generated for the Client through the Solution and the Services shall remain definitively vested in the Client, which shall have all rights to use and exploit them freely, without limitation in time or territory.

3.7.3 Specific Developments

Any adaptation, translation, specific development, or derivative work made to the Solution or the Services shall remain the exclusive property of Synchronized, unless expressly and in writing agreed otherwise between the Parties.

3.7.4 IP Warranties and Indemnification

Synchronized represents and warrants that it has all rights necessary to grant the Client use of the Solution and the Services under the conditions set forth in the Contract.

Synchronized shall defend and indemnify the Client against any claim, action, or proceeding brought by a third party alleging that the Solution or the Services infringe an intellectual-property right, provided that:

- a) the Client promptly notifies Synchronized in writing of any claim;
- b) the Client provides Synchronized with all relevant information and reasonably cooperates in the defense; and
- c) Synchronized retains exclusive control of the defense and/or settlement of the claim.
- d) In the event of a claim that is or may be well-founded, Synchronized may, at its option and expense:
 - i) modify or replace the Solution or the Services to remove the alleged infringement;
 - ii) obtain for the Client the right to continue using the Solution or the Services; or
 - iii) if options (i) and (ii) are not reasonably feasible, terminate the affected portion of the Contract and reimburse the Client for amounts already paid for the unperformed period.

3.7.5 Limitations

The foregoing indemnification shall not apply to claims resulting from:

- a) use of the Solution not in accordance with the Contract or Synchronized's instructions;
- b) combination of the Solution with products, services, or data not supplied by Synchronized; or
- c) modification of the Solution by the Client or by an unauthorized third party.

3.7.6 Feedback

The Client grants Synchronized a worldwide, free, and irrevocable license to use the Client's suggestions and feedback for the purpose of improving the Solution and the Services, without disclosing the Client's Confidential Information.

3.8 Limitation of Liability

3.8.1 Exclusion of Indirect Damages

Neither Party shall be liable to the other under the Contract for any indirect, special, incidental, consequential, or intangible damages, including, without limitation, loss of profits, revenues, data, business, or goodwill.

3.8.2 Liability Cap

Subject to the exceptions set out in Section 3.8.3, each Party's total aggregate liability to the other, for all causes and claims combined, shall be limited to the total amounts actually paid by the Client to Synchronized under the Contract during the twelve (12) months preceding the event giving rise to liability.

3.8.3 Exceptions

The limitations and exclusions in Sections 3.8.1 and 3.8.2 shall not apply in cases of:

- fraud or willful misconduct;
- gross negligence;
- breach of confidentiality obligations (Section 3.5); or
- willful infringement of a third party's intellectual-property rights.

3.8.4 Specific Exclusions

Uptime commitments shall not cover failures of the Internet, the Client's network, or third-party services not controlled by Synchronized.

3.9 Force Majeure

3.9.1 Definition

Neither Party shall be liable for a failure to perform any of its contractual obligations if such failure results from an event beyond its reasonable control, including, without limitation: natural disaster, fire, flood, pandemic, act of war or terrorism, riot, general strike, major failure of communication or power networks, large-scale cyberattack, or prolonged unavailability of essential third-party infrastructure (including AWS data centers).

3.9.2 Suspension of Obligations

Obligations affected by an event of force majeure shall be suspended for the duration of such event, without constituting a breach of contract and without giving rise to compensation.

3.9.3 Termination

If a force majeure event continues for more than ninety (90) consecutive days, either Party may terminate the Contract as of right by written notice to the other Party, without indemnity by either Party, subject to payment for services already provided.

3.10 Term and Early Termination

3.10.1 Initial Term and Renewal

The initial term of the Contract is defined in the applicable Order Form. Unless otherwise specified, the Contract shall automatically renew for successive one (1)-year periods, unless terminated by either Party by written notice to the other Party at least ninety (90) days before the end of the then-current term.

3.10.2 Termination for Breach

Either Party may terminate the Contract as of right in the event of a material breach by the other Party of any of its contractual obligations, if such breach is not cured within thirty (30) days following receipt of a written notice detailing the breach.

3.10.3 Immediate Termination

Synchronized may terminate the Contract with immediate effect by written notice in the event of:

- insolvency, bankruptcy, voluntary or court-ordered liquidation of the Client;
- fraud or attempted fraud by the Client; or
- intentional and repeated infringement of Synchronized's intellectual-property rights.

3.10.4 Effects of Termination

As of the termination date of the Contract, for any reason:

- a) all rights of access to the Solution and the Services are automatically revoked and **shall be disabled with immediate effect;**
- b) Synchronized shall delete the Client's data hosted in the Solution under the conditions set out in Section 3.6.7; and
- c) the Client shall remain liable to pay all amounts due for services performed up to the effective date of termination.

Sections 2.6, 2.7, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.11, 3.12, and 3.13 shall survive termination of the Contract.

3.11 General Provisions

3.11.1 Independence of the Parties

The Parties are and shall remain independent legal entities. Nothing in the Contract shall be construed as creating a relationship of subordination, employment, agency, franchise, partnership, or joint venture between the Parties.

3.11.2 Assignment

The Client may not assign or transfer, in any manner whatsoever, all or part of its rights and obligations under the Contract without Synchronized's prior written consent. Synchronized may assign or transfer the Contract without the Client's consent in connection with a merger, acquisition, internal reorganization, or any similar transaction.

3.11.3 Notices

All notices, requests, or communications relating to the Contract shall be made in writing and shall be deemed duly given if sent:

- (i) by registered mail with return receipt for any official notice, including those relating to termination, a dispute, or a contractual breach; or
- (ii) by email for routine communications, provided they are addressed to the contacts designated in the Order Form or later communicated in writing by each Party.

3.11.4 Entire Agreement

The Contract, comprising these Terms (MSA), the Order Forms, any SOWs, and their Annexes: Annex 1 – Description of the Platform and Services; Annex 2 – Service Level Agreement ("SLA"); Annex 3 – Data Processing Addendum ("DPA"); Annex 4 – Technical and Organizational Security Measures ("TOMs"); Annex 5 – Technical Specifications and Supported Video Formats, constitutes the entire agreement between the Parties and supersedes any prior agreements, negotiations, or communications, whether written or oral, having the same subject matter.

3.11.5 Severability

If any provision of the Contract is held null, invalid, or unenforceable, the other provisions shall remain in full force and effect. The Parties shall use good-faith efforts to replace any invalid provision with a valid provision having an equivalent economic effect.

3.11.6 No Waiver

Failure by either Party to exercise a right or to require performance of a contractual obligation shall not be construed as a waiver of such right or obligation.

3.11.7 Non-Solicitation

During the term of the Contract and for twelve (12) months following its termination, neither Party shall solicit or hire directly the other Party's key employees or consultants involved in performance of the Contract, except with the other Party's prior written consent. This provision shall not prohibit hires resulting from an unsolicited application or a response to a public job posting.

3.11.8 References and Communications

Subject to the Client's prior written consent (email sufficing), Synchronized may cite the Client's name and/or logo as a commercial reference (website, presentations). Any joint public communication (e.g., press release, case study) shall be subject to the Client's prior written approval.

3.11.9 Third-Party and Open-Source Components

The Solution may incorporate third-party or open-source software components subject to their specific licenses. The terms of such licenses shall prevail for the portion concerned in the event of any inconsistency with these Terms.

3.12 Governing Law and Jurisdiction

The Contract shall be governed by French law without regard to its conflict of laws provisions. Any dispute relating to the validity, interpretation, or performance of the Contract shall fall within the exclusive jurisdiction of the courts of Paris, notwithstanding multiple defendants or third-party claims.

3.13 Final Provisions

3.13.1 Language

These General Terms may be translated into other languages for convenience. In the event of any divergence between versions, the English version shall prevail.

3.13.2 Updates to the Terms

Synchronized may amend these Terms. Unless required by law or security, amendments shall take effect thirty (30) days after notice to the Client, by publication on the website and by email to the designated contractual contacts. Prior to the effective date, the Client may notify its refusal and terminate the relevant Order Form as of that date. Absent such notice, continued use of the Solution shall constitute acceptance of the amended Terms.

Any modification relating to pricing commitments, quantified SLAs, or contractual volumes may only be made by a written amendment to the Order Form signed by the Parties.

3.13.3 Electronic Signature

The Contract may be entered into and accepted electronically, including by digital signature, and such execution or acceptance shall have the same legal effect as a handwritten signature.

3.13.4 Amicable Resolution and Mediation

In the event of a dispute relating to the validity, interpretation, or performance of the Contract, the Parties shall first seek an amicable solution within thirty (30) days from written notice of the dispute by either Party. Failing agreement, the Parties may, by mutual consent, resort to mediation before a recognized international mediation body (for example, the ICC – International Chamber of Commerce) prior to any court proceedings, it being understood that such mediation shall not be a mandatory prerequisite to exercising their rights in court.

3.14 Acceptance and Effective Date

3.14.1 Acceptance

These General Terms apply to any Client accessing the Solution or using Synchronized's Services. They shall be deemed accepted by the Client either upon execution of an Order Form that references them, or upon the Client's first access to or use of the Solution or the Services.

3.14.2 Effective Date

These General Terms **shall be effective as of** September 1, 2025 and replace any prior version.