

All purchase orders (the "PO") issued by Synovus Financial Corp. ("Customer") or any of its affiliates, collectively referred to as "Customer" in this PO Agreement, are made expressly subject to these additional terms and conditions (the "PO Agreement") which is a binding contract on the terms and conditions set forth herein when it is accepted by Vendor by commencement of performance under the PO unless there is already a preexisting agreement fully executed by both parties (the "Other Agreement") controlling the products and services described in the PO in which case the Other Agreement will prevail through the term of the Other Agreement. All of the provisions of the PO shall be deemed to be incorporated into and made a part of this PO Agreement, and shall be read, taken, and construed as one and the same instrument.

No revisions to the PO Agreement shall be valid unless in writing and signed by an authorized representative of the Customer.

1. No Authority.

This PO Agreement does not confer any authority on the Vendor to enter into any commitment on Customer's behalf. Any such commitment shall be entered into only with the prior and specific written consent of Customer.

2. Confidential Information.

During the course of dealings between Customer and Vendor, it may be necessary for Customer and/or Vendor to disclose certain information which the disclosing party considers to be proprietary and/or confidential, including trade secrets, know-how, technical, manufacturing, business, marketing, financial, personnel, customer and other confidential information.

In consideration of the mutual promises contained herein, and as a condition to the mutual disclosure of information, Customer and the Vendor agree as follows:

- "Confidential Information" means the terms and conditions of this Agreement, the existence of the discussions between the Parties and all information, in whatever form furnished by one Party (as "Discloser"), orally or in writing, to the other Party (as "Recipient"). Confidential Information includes, but is not limited to, all Services and Deliverables, business, financial, strategic and technical information, technology and computer software (whether pre-existing or developed as part of this Agreement), processes, trade secrets, customer lists, SYNOVUS membership lists including contact information, access codes, research plans, and initiatives, and any information about SYNOVUS's business or activities. Vendor may also have access to information provided to SYNOVUS in confidence by its members, Vendor or other third parties, which shall likewise be treated as Confidential Information.
- Confidential Information shall not include information which (i) shall have otherwise become publicly available other than as a result of disclosure by the "Receiving Party" in breach hereof, (ii) was disclosed to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, which the Receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the Disclosing Party, (iii) is developed by the Receiving Party independently of, or was known by the Receiving Party prior to, any disclosure of such information made by the Disclosing Party, (iv) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process, or by applicable regulatory or professional standards, or (v) is disclosed with the consent of the Disclosing Party (which must be given in writing).

3. Invoicing.

Invoices shall be mailed immediately after shipment of products or rendering of service is complete to the address shown on the face of the PO Agreement and including an "attention to" line indicating the Vendor's primary business contact at Customer. Delays in receiving invoices, errors, or omissions on invoices or lack of supporting documentation required by the terms of this PO Agreement will be cause for postponing the start of the payment terms until the correct information is received. Customer will not be responsible for charges on invoices received more than 120 days after the rendering of service is complete or shipment of the products unless indicated otherwise in a written agreement between Customer and Vendor.

4. Payment.

In consideration of the performance of the completion of the obligations by Vendor and acceptance by Customer under the PO Agreement, Customer will pay the applicable invoice amount. Payment terms are net 45 days from receipt of invoice unless indicated otherwise in a written agreement between Customer and Vendor.

5. Disputed Charges.

Where any item or items on an invoice are disputed Customer may withhold payment for the item or items so disputed until such time as the dispute is resolved.

6. Taxes.

Customer shall not be liable for any of Vendor's employment related tax, fee, or charge or corporate income taxes or any franchise tax measured by capital, capital stock, net worth, property value, gross margin or gross profit. Vendor is solely responsible for payment of any employment related taxes (including FICA, FUTA, Social Security or similar taxes under Applicable Laws) for Vendor's personnel. Vendor will pay, and hereby accepts full and exclusive liability for the payment of, any and all contributions and taxes for unemployment compensation, disability insurance, old age pension, or annuities, and all similar provisions now or hereafter imposed by any Applicable Law, which are imposed with respect to or measured by wages, salaries, or other compensation paid by Vendor to persons employed or retained by Vendor.

7. Travel & Expenses.

In cases where Customer may agree to pay Vendor for reasonable and customary travel and expenses, all reimbursable expenses must adhere to Customer's Travel and Expenditures Policy and must be pre-approved in writing by Customer. The PO Agreement will include a line item for Travel & Expenses when applicable.

8. Intellectual Property Rights.

All right, title and interest in and to Intellectual Property Rights (hereinafter defined) of whatever nature arising out of or related to any services or the deliverables shall vest in, and be the sole and exclusive property of, Customer, whether or not specifically recognized or perfected under applicable law. For purposes of all copyright and similar laws, it is expressly agreed upon between Customer and Vendor that the services and deliverables shall be deemed "works for hire" to be owned by Customer. Customer will own all Intellectual Property Rights in any copies, translations, modifications, adaptations or derivatives of any services or deliverables, including any improvements or developments thereof. For the avoidance of doubt, the parties hereby affirm that Customer shall have the sole right to copy, distribute, amend, modify, develop, sublicense,

sell, transfer and assign the services and deliverables, associated documentation, or any enhancements thereof.

"Intellectual Property Rights" means the collective worldwide intellectual property rights now held or hereafter filed, issued, created or acquired, by a party to this PO Agreement, arising under statutory or common law or by contract, for (i) all classes or types of patents and patent applications, (ii) all works of authorship, including all copyrights and moral rights in both published and unpublished works and all registrations and applications; (iii) all mask works and all registrations and applications; (iv) all trademarks and service marks; and (v) all inventions, know-how, trade secrets, and confidential and proprietary technical and non-technical information. Intellectual Property Rights shall include, but is not limited to, proprietary rights in any invention, discovery, development, improvement, design, idea, suggestion, writing, computer software, sound recording, pictorial reproduction, schematic, drawing, or other graphic representation, and works of any similar nature, whether or not protectable by statute or common law.

9. Preexisting Works.

Customer acknowledges Vendor's ownership in all Intellectual Property Rights in all material that can be evidenced by Vendor to have been created by the Vendor prior to the commencement of the work related to the services and production of the deliverables (the "Pre-Existing Works") that do not include or reference Confidential Information of Customer, which shall remain vested in the Vendor. The Vendor shall grant to Customer a worldwide, perpetual, fully paid up, irrevocable, non-exclusive and non-transferable license to use, copy and modify the Pre-Existing Works related to the services and/or deliverables and that are delivered to Customer.

10. Indemnification.

Vendor shall assume entire responsibility for and shall defend, indemnify and hold Customer, and its directors, officers, employees and agents (collectively, the "Indemnitees") harmless against all losses, liabilities, claims, costs and expenses arising directly or indirectly out of or in connection with the performance related to this PO Agreement and arising from:

1. Injury to any person in the employment of the Vendor or any Vendor subcontractors,
2. Loss of or damage to the property of Vendor, any subcontractor and any of their respective personnel whatsoever and howsoever arising, whether or not the negligence or breach of duty of Customer or its agents has caused or contributed to such injury, loss or damage and
3. any breach of its confidentiality obligations.

Vendor further agrees to indemnify, defend and hold harmless Indemnitees from and against any and all loss, damage, liability, expense, including reasonable defense costs and reasonable legal fees, and claims for damages, in each case to the extent directly and proximately arising from or by reason of any actual or alleged infringement of any United States patent, copyright or trade secret arising out of the services, products and/or deliverables supplied to Customer by Vendor. The provisions of this paragraph 10 shall survive the termination of the Agreement for whatever reason.

11. Limited Liability.

With the exception of Vendor's obligations under Section 10, in no event shall either party, or its personnel be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or

relating to the services performed hereunder for an aggregate amount in excess of the fees paid by Customer to Vendor under this PO Agreement.

12. Timely Performance.

Vendor acknowledges and agrees that time is of the essence in the delivery of the products or completion of the services, within the time frame mutually agreed upon by Customer and Vendor, is vital to the interest of Customer, and that failure to complete the services within such timeframe constitutes a breach of this PO Agreement.

13. Delivery.

All software will be delivered electronically to Customer's data center as identified in writing by Customer. In addition, Vendor shall reflect on its invoice for the software that the "Software was delivered electronically to Customer at [the address provided by Customer above]". All products other than software will be delivered F.O.B. to the destination provided by Customer and Vendor shall select and pay the carrier and process and be responsible for all in transit damage claims and handle other carrier related issues. Vendor shall ship the products and prepay and charge transportation as a separate line item on the invoice. Title and risk of loss shall pass to Customer upon delivery of the products to the destination provided by Customer.

14. Insurance.

Vendor agrees to provide and to maintain in effect at all times during the term of the PO Agreement, at Vendor's sole expense, at least the minimum insurance coverage required by law to protect the parties from any liability which may arise out of or result from performing the obligations of this PO Agreement. Certificates of insurance will be provided to Customer upon request.

15. Publicity.

The parties shall not reveal the existence of this Agreement in any advertisement, promotional activity or publicity release without the prior written consent of the other party. The obligations contained in this Section shall survive the termination or expiration of this Agreement or any renewals hereof.

16. Term and Termination.

The Term (hereinafter defined) of this PO Agreement shall be for the period of time set forth in the PO. In the event the PO does not contain a period of time the term of this PO Agreement shall be for one period of one (1) year from the Effective Date unless earlier terminated as provided herein (the "Initial Term"). After the Initial Term, this Agreement the parties may agree to renew for additional one (1) year periods upon mutually agreeable terms by written agreement executed by both parties (a "Renewal Term"; the Initial Term and any Renewal Term being the "Term"). Customer may terminate this PO Agreement and any PO for any reason whatsoever, without cause or penalty, only upon thirty (30) days prior written notice to Vendor, unless otherwise stated in a PO.

In the event of a termination, Customer shall have no further obligations to Vendor except to pay for deliverables that were provided to Customer prior to such termination and were accepted by Customer. Upon termination, Vendor shall provide any transition assistance that may be reasonably requested by Customer.

17. Dispute Resolution.

In the event of a dispute, controversy, or difference between the parties to this PO Agreement which arises under or is related to this PO Agreement (including, without limitation, the construction, performance or breach of this PO Agreement)(a "Dispute") that cannot be resolved between the parties, upon the written request of either party to the other, the Dispute shall be settled and determined by binding arbitration in at the offices of the AAA in Atlanta, Georgia in accordance with the Commercial Arbitration Rules of the AAA that are in effect at the time of the commencement of the arbitration, before a panel of one (1) arbitrator pursuant to the Commercial Rules then in effect of the American Arbitration Association. The arbitrator will apply Georgia law and applicable statutes of limitations, will honor claims of privilege recognized by law, and will have no power to alter any provision of this Agreement nor to determine any matter or make any award except as provided in this section. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement.

18. Governing Law.

This PO Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia (without giving effect to the choice of law principles thereof).

19. Assignment.

Neither party may assign this PO Agreement in whole or in part without the prior written consent of the other.

20. Headings.

The headings contained in this PO Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this PO Agreement.

21. Conflicts of Interest.

The Vendor confirms that it has no conflicts of interest, and will not permit any conflict of interest to arise and/or continue in connection with the provision of the products and/or services.

22. Force Majeure.

Both parties shall be relieved from any and all liability under or in connection with this PO Agreement to the extent that such liability arises from any failure to perform any of its obligations under or in connection with this PO Agreement has been caused or contributed to by a force majeure event or circumstance including acts of God, war, hostilities (whether war be declared or not), civil disturbance, government action, strikes, lock-outs, or labor disputes, computer virus, or any other event or circumstance or cause whatsoever beyond the reasonable control of the party.

23. Severability of Individual Provisions.

If any term, condition, or provision of this PO Agreement is for any reason declared or found to be illegal, invalid, ineffective, inoperable, or otherwise unenforceable, it shall be severed and deemed to be deleted from

this PO Agreement and the validity and enforceability of the remainder of this PO Agreement shall not be affected or impaired thereby the remaining terms shall remain in full force and effect.

24. Personnel.

Vendor will perform or arrange for a background investigation, at a level consistent with Vendor's standard policies and as otherwise necessary to comply with the terms of this PO Agreement, of all of Vendor's personnel who will perform any of the Services on or at Customer's facilities. Prior to commencing performance of this PO Agreement, Vendor shall fully inform Customer, in writing, of its hiring and training practices with respect to its employees and temporary personnel involved in the provision of Services under this PO Agreement. Such background investigation shall, at a minimum, consist of the following: confirmation of identity and social security verification; verification of all education beyond high school; credit check; employment history verification; and state/county criminal background check to determine whether the individual or entity has been convicted of a felony. All personnel shall also perform a drug test (which includes a Substance Abuse Panel 10 test with results indicating no use of illegal drugs). Without limiting any of Customer's other rights hereunder, Vendor agrees that it shall not knowingly assign any personnel to Customer's account or otherwise permit any of its personnel to have access to Customer's facilities or Customer's Confidential Information who (i) uses drugs illegally; or (ii) has engaged in acts that involve fraud, dishonesty or breach of trust or been convicted of a crime in connection with a dishonest act or breach of trust, as set forth in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. 1829(a). If Vendor learns that its personnel or a permitted subcontractor of Vendor performing Services hereunder has been convicted of a felony or fails drug testing, Vendor shall immediately provide Customer with different Personnel, at no additional cost to Customer. Customer may interview the Personnel whom Vendor assigns to provide the Services at Customer's sole discretion. Vendor acknowledges and agrees that Customer shall not have the right to supervise, terminate or otherwise discipline any of Vendor's personnel, but that Customer shall have the right to require or ask any personnel to leave Customer's facilities or cease a particular activity if Customer believes that such personnel is acting or failing to act in a manner that might cause danger to life or property or is otherwise engaging in conduct that may be unlawful or inconsistent with the character and nature of Customer's facilities or operations thereon. Vendor further agrees that Customer shall have the right, within one (1) day of written notice to Vendor, to require that any personnel not be permitted to enter upon Customer's facilities in connection with the performance of the Services. In such event Customer shall give Vendor notice to that effect requesting that such Vendor personnel be replaced. Vendor shall promptly remove such personnel and replace such individual with another individual of suitable ability and qualification that meets all of the requirements of this PO Agreement. Customer will not be charged an additional amount (i.e., only the applicable agreed hourly rates will apply) for any replacement or temporary employee or other personnel, while such replacement is oriented and trained. Vendor shall remain obligated to perform the Services in accordance with any applicable service levels or milestones while such replacement is oriented and trained.

25. Use of Subcontractors.

Vendor may subcontract any of its obligations under this PO Agreement to a subcontractor provided that (a) Vendor shall remain at all times primarily responsible for the acts and omissions of any such subcontractor and shall retain any such liability and responsibility under this PO Agreement as if such subcontracted activities were performed by Vendor; (b) Customer has provided prior written express consent to such subcontractor; and (c) Vendor shall not subcontract any of its obligations hereunder to any Customer's competitor.

26. Waiver of Failure to Enforce a Provision.

Failure by either party at any time to enforce any provision of this PO Agreement against the other shall not be construed as a waiver of such entitlement and shall not affect the validity of this PO Agreement or any part or parts hereof or the right of the relevant party to enforce any provision in accordance with its terms. The rights and/or remedies of either party may only be waived by formal written waiver which is signed by a duly authorized representative of the party waiving its rights and which makes express and unequivocal reference to the waiver being made.

27. Inspection.

Unless otherwise described in the PO a product or service shall be "Accepted" only when Customer expressly confirms acceptance in writing to Vendor. Customer may reject the Services for any reason or no reason. If Customer rejects the Services, in whole or in part, Customer shall notify Vendor thereof in writing, whereupon this Agreement shall terminate and no portion of the charges invoiced to Customer will be payable. Any article so rejected may be returned to Vendor at Vendor's risk and expense, and at full invoice price plus applicable transportation charges both ways.

28. Equal Opportunity.

Vendor will provide Services to Customer without discrimination on account of race, national origin, gender identity, age, sex, sexual orientation, religion, disability, marital status, or other category protected by law. Your organization may be subject to the following laws and accompanying regulations:

- **Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60);**
- **The Vietnam Era Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-250);**
- **Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741)**

29. Compliance with Laws.

Vendor represents and warrants that no law, regulation or ordinance of the United States, or any state or governmental authority or agency has been violated in the manufacture, procurement, transporting or sale of any of the deliverables or services furnished, work performed or service rendered pursuant to this PO Agreement.