SearchSync Beta Program Rider

Version: 1.1
Effective Date: October 7, 2026
Last Updated: October 7, 2026
Posted at: https://www.searchsync.com/legal/beta-rider-v1.1

Applies to: an Order Form that expressly attaches this Rider. It modifies the SearchSync Terms of Service, version 1.1 (https://www.searchsync.com/legal/terms-v1.1) for that Order Form only, and only while the Beta Period is running. Capitalized terms not defined here have the meanings given in the Terms.

IMPORTANT, PLEASE READ

THIS ORDER FORM COVERS A PAID BETA (PRE-RELEASE) VERSION OF SOFTWARE STILL UNDER ACTIVE DEVELOPMENT. BY SIGNING IT YOU ACKNOWLEDGE THAT:

- THE SOFTWARE IS PRE-RELEASE AND MAY BE UNSTABLE OR INCOMPLETE
- DATA LOSS, CORRUPTION, OR DELETION MAY OCCUR
- FEATURES MAY CHANGE, BREAK, OR BE REMOVED
- THERE IS NO UPTIME COMMITMENT, NO SERVICE LEVEL AGREEMENT, AND NO PERFORMANCE WARRANTY
- YOU USE THE PLATFORM AT YOUR OWN RISK, SUBJECT TO THE LIMITS IN SECTION 12 OF THE TERMS

If you do not accept these risks, do not sign an Order Form that attaches this Rider.

1. Definitions

“Beta Program” means the invitation-only, paid pre-release program under which the Company makes the Platform available to selected design-partner customers.

“Beta Period” means the period beginning on the Effective Date of the Order Form and ending on the earlier of (a) the date stated in the Order Form, (b) the date stated in a written notice from the Company that the Beta Program has ended for Customer’s products, which date will be at least thirty (30) days after the notice is given, and (c) termination of the Order Form.

This Rider has no effect after the Beta Period ends. From that date the Terms apply without modification, and no further agreement or amendment is required.

2. Modifications to the Terms

For the Beta Period only, the Terms are modified as follows. Section references are to the Terms.

2.1 Eligibility (Terms §1.3)

Add: participation is by invitation only. Customer must have been invited by the Company, and the Beta Program remains a hand-selected testing program intended to gather feedback and inform product development, notwithstanding the payment of fees.

2.2 Pre-release nature (Terms §2.1 and §2.3)

Add: the Platform is pre-release software under active development. Customer acknowledges that it may be unstable, incomplete, or subject to unscheduled downtime; that data loss, corruption, or deletion may occur notwithstanding the Company’s backup practices; and that features and interfaces may change without notice. **Customer expressly assumes these risks in consideration of the discounted fees set forth in the Order Form.** The operational obligations in Terms §2.3(a) through (c) continue to

apply and are not modified by this Rider. Because of the pre-release nature of the Platform, the Company strongly recommends that during the Beta Period Customer not rely on the Platform as its sole record of any investment, fund, entity, capital account, valuation, ledger entry, or tax item, and that Customer export and retain copies under Terms §2.3(b) no less than monthly. This recommendation is not a condition of Customer's use of the Platform.

2.3 Service availability (Terms §2.4) — SUSPENDED

Terms §2.4 does not apply during the Beta Period. The Company states no availability target for the Beta Period, does not measure availability, and gives no commitment as to uptime, planned maintenance windows, or outage notification. Customer's remedies in respect of availability during the Beta Period are limited to those in Terms §14, subject to Terms §12.

2.4 Support (Terms §2.5) — REPLACED

The support response targets table in Terms §2.5 does not apply during the Beta Period. Instead, support is provided by email to info@searchsync.com during Business Hours (as defined in Terms §2.5), on a commercially reasonable efforts basis, with a target first response within one (1) business day. This is a target and not a service level commitment, and no service credits or other remedies apply for a missed target. The remainder of Terms §2.5, including onboarding and the no-advice provision, continues to apply.

2.5 Multi-factor authentication (Terms §4.3) — MODIFIED

Multi-factor authentication is not required during the Beta Period. The Company strongly recommends that Customer enable it for all Authorized Users. Terms §4.3's suspension right does not apply during the Beta Period to an account that has not enrolled, and is further deferred as set out in Section 3.3.

2.6 Limited warranty (Terms §§11.1 and 11.2) — SUSPENDED

Terms §11.1 and §11.2 do not apply during the Beta Period. For the Beta Period, the Platform is provided "AS IS," "AS AVAILABLE," and "WITH ALL FAULTS," and the disclaimer in Terms §11.3 applies without the exception for Section 11.1. Nothing in this Section limits the Company's express obligations under Terms §9 (Confidentiality) or §10 (Security).

2.7 Confidentiality of beta information (Terms §9)

Add: non-public details of the Beta Program, including unreleased features, product roadmap, and pricing disclosed to Customer, are Company Confidential Information. Customer will not publish any benchmark, performance comparison, or competitive claim regarding the Platform during the Beta Period without the Company's prior written consent. Nothing in this Section restricts Customer from discussing its experience with the Platform privately, including with peers, advisors, and its own service providers, or from giving a private reference or recommendation.

2.8 Termination by the Company (Terms §14.4) — REPLACED

Terms §14.4 does not apply during the Beta Period. Instead, the Company may, on at least thirty (30) days' written notice, either (a) end the Beta Period for Customer under clause (b) of the definition of Beta Period in Section 1, after which the Order Form continues in effect under the Terms without this Rider; or (b) terminate the Order Form, in which case the Company will refund prepaid, unused fees for the remainder of the then-current term and Terms §14.5 applies. The notice will state which of (a) and (b) the Company is exercising.

2.9 Termination by Customer (Terms §5.5) — MODIFIED

During the Beta Period, Customer may terminate the Order Form on thirty (30) days' written notice. This right is in addition to the exceptions listed in Terms §5.5 and §14.2, and to that extent the non-cancelable Initial Term in Terms §5.5 and the restriction in Terms §14.2 do not apply during the

Beta Period. The Company will refund fees paid for any period after termination takes effect. On termination under this Section, Terms §14.5 applies.

3. Additional Beta Obligations

3.1 Beta participation

In consideration of the discounted pricing set forth in the Order Form, Customer will use reasonable efforts to participate in the Beta Program by: attending up to one (1) feedback session of approximately thirty (30) minutes per calendar month during the Beta Period; reporting material defects it encounters; and responding to reasonable requests for input on features Customer uses. Feedback given under this Section is governed by Terms §8.3.

Customer's failure to participate under this Section 3.1 is not a material breach. The Company may, however, decline to renew at Loyalty Period pricing (as defined in the Order Form) where Customer has not participated.

3.2 General availability and data carry-forward

Participation in the Beta Program does not guarantee access to any generally available version of the Platform. Where Customer's Order Form continues after the Beta Period, the Company will carry forward Customer Data into the generally available Platform. The Company will not delete Customer Data in connection with a migration, reset, or architectural change without giving Customer at least thirty (30) days' written notice and keeping export under Terms §6.6 available until that date. Where a feature or field is discontinued, the Company will make the affected data available for export rather than delete it.

3.3 Transition out of the Beta Program

Where the Beta Period ends under clause (b) of its definition in Section 1, the Company will give Customer at least thirty (30) days' written notice before it ends. On that date this Rider ceases to have effect and the Terms apply in full, including the availability target in Terms §2.4, the support targets in Terms §2.5, the limited warranty and its exclusions in Terms §§11.1 and 11.2, and the multi-factor authentication requirement in Terms §4.3. Pricing continues as set out in the Order Form. Notwithstanding Section 4, Terms §4.3's suspension right does not apply to an Authorized User account that has not enrolled in multi-factor authentication until thirty (30) days after the Beta Period ends, and this sentence survives the expiry of this Rider.

4. Precedence and Interpretation

This Rider prevails over the Terms as to the matters it addresses, for the Order Form to which it is attached, and only during the Beta Period. In all other respects the Terms apply unmodified. This Rider creates no rights in any Order Form to which it is not attached.

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