EXHIBIT A

SYNCWORDS SERVICE LEVEL AGREEMENT

1. Standard Support

SYNCWORDS Inc. (**"Company"**) shall provide technical support to Customer during regular business hours, Monday through Friday from 9 am to 8 pm US Eastern time, with the exclusion of Company and Federal Holidays ("Support Hours"). Customer may initiate a helpdesk ticket at any time through the SyncWords application or by emailing support@syncwords.com. Standard support is extended to all customers with a current contract. All capitalized terms not defined in this SYNCWORDS Service Level Agreement (**"SLA"**) shall be construed according to the terms in that certain Order Form, and all amendments and attachments thereto, made between Company and Customer (collectively, the **"Agreement"**).

2. Premium Support

Company shall provide premium support to Customers as an optional service at additional cost. Premium support includes access to the Company's technical support around the clock, 24 hours a day, 365 days a year. It also includes a dedicated Slack channel for realtime collaboration with Company's technical support staff. Premium support also provides the benefit of expedited response times. Unless set forth in the Agreement, premium support is not included.

3. Service Availability

Company will use commercially reasonable efforts to maintain the availability of the Company's Services (as defined in the Agreement**)** to the Customer. Company's Service Availability commitments are as follows:

Service Category	**Availability/Response Time**
Monthly Availability (The availability percentage does not include interruptions due to Scheduled Downtime or Force Majeure)	99.5% monthly
Scheduled Downtime	The Company will notify the Customer no less than forty- eight (48) hours in advance of any scheduled downtime.

Unplanned Outages for system emergency	Maximum 3 hours over a reference period in 1 month, excluding Force Majeure. Company will promptly notify Customer of any Unplanned Outage (whether or not for system emergency), including a description of the Unplanned Outage and the estimated time until normal operations resume.
Frequency of Customer Data back-up	Complete snapshots are backed-up and stored externally every 24 hours. Customer data is replicated in realtime to a backup database for failover and other backup uses.

3.1 Exclusions.

Company shall have no liability for, and shall make no representations or warranties respecting Service Availability or lack of availability of the Software due to: (1) outages caused by the failure of public networks, internet service providers other than those employed by company, or systemic Internet failures, (2) outages cause by a Force Majeure event, (3) outages caused by the use of any third party hardware, software and/or services used by Customer, (4) Customer's or User error, misconduct or negligence, including by not limited to the loss of User passwords, provided that Company has taken industry standard steps to protect the Software from unauthorized access, intrusion, and disruption.

3.2 Reporting Unscheduled Downtime.

Customer may report any unscheduled Software downtime, error, bug, or defect in the Software by emailing support@syncwords.com upon becoming aware or receiving notice of such system downtime, error, bug, or defect. Company will work to investigate, verify and rectify the outage and notify the Customer of the start and end time of the outage based on its investigation and resolution.

4. Error Corrections and Updates

4.1 Definitions.

(a) **"Company"** means SYNCWORDS, Inc. a Delaware corporation with an office located at 1159 2nd Avenue, Suite 408, New York, NY 10065 and its Affiliates.

(b) **"Customer"** means the entity identified on the Order Form or SOW (by its legal name or its other assumed, trade, or 'doing business as' name) that purchased Company's Software or Services pursuant to an Order Form or SOW, or such entity's permitted successors or assigns.

(c) **"Error"** means a failure of the Platform to conform to the documentation, resulting in the inability to use, or material restriction in the use of, the

Platform.

(d) **"Force Majeure"** means a failure in performance under this SLA or other interruption of service or employment deemed resulting, directly or indirectly, from natural circumstances beyond one's control, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, service interruptions by either party's service providers that are essential for performance (including, but not limited to utilities and internet service), or any similar or dissimilar cause beyond the reasonable control of either party.

(e) **"Maintenance Release"** means a revision of the Platform released by Company to its Customers generally, to correct Errors in the Platform or to maintain the operation of the Platform in accordance with the documentation.

(f) **"Service Availability"** means the performance metrics provided in this SLA.

(g) **"Update"** means any error correction, bug fix, patch, enhancement, improvement, update, upgrade, new version, release, revision or other modification to the Software or Services provided or made available by Company pursuant to the Agreement, including without limitation, any update designed, intended or necessary to make the Software, Services or Customer's use thereof comply with applicable law.

(h) **"Upgrade"** means a revision of the Platform released by Company to its end user licensees generally, to add new and different functions or to increase the capacity of the Platform. Upgrade does not include the release of a new product or added features or modules for which there may be a separate charge.

4.2 Updates.

Company will make commercially reasonable efforts to provide an Update designed to solve or by-pass a reported Error. Company shall reasonably determine the priority level of Errors, pursuant to the following protocols and take the following actions during the Customer Support Hours.

4.3 Errors.

(a) **Severity 1 Errors:** Company promptly initiates the following procedures: (1) assigns specialists to correct the Error on an expedited basis; (2) provides ongoing communication on the status of an Update; and (3) begins to provide a temporary workaround or fix. A **"Severity One Error"** means the (i) Company System is severely impacted or completely shut down, or (ii) system operations or mission- critical features are down.

(b) **Severity 2 Errors:** Company assigns a Company specialist to begin an Update, and provides additional, escalated procedures as reasonably determined necessary by Company Support Services staff. Company exercises commercially reasonable efforts to provide a workaround or

include a fix for the Severity 2 Errors in the next Maintenance Release. A **"Severity Two Error"** means (i) the Company system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or

(iii) mission critical feature, while not being affected, has experienced system interruptions.

(c) **Severity 3 Errors:** Company may include an Update in the next Maintenance Release. A **"Severity Three Error"** means there (i) are errors in fully operational Company systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement.

4.4 Response Times and Escalation Timeframes.

Company will respond to Customer reports of a problem based on the severity. Upon receipt of a request for support or report of a problem, Company will respond to Customer with an assigned level of priority based on the response times shown in the following table. Support requests will be escalated based on the priority with the goal of achieving a resolution as quickly as possible or offering a solution that mitigates the impact of the issue.

Priority	Examples	Support Response Times
Priority One: Emergency A crisis has occurred - the system is down, a major operational function is unavailable or a critical interface has failed.	Company system is down. A business critical operation – like captioning for events and streams - cannot be performed.	< 1 hour
Priority Two: Critical A critical function in the system is impaired, essential to Company's success in use of the product and requiring immediate resolution	Company system is functioning but certain important functionality is down or capabilities are severely limited. For example, the ability to caption events and streams works but translated subtitles may be broken. System unstable with periodic interruptions.	< 2 hours
Priority Three: High Priority three situations include problems to be resolved as soon as possible. Most of these have acceptable workarounds, or the Product recovers by itself	Errors in Company systems but still functional. For example, the ability to caption events and streams works but the application of a dictionary or glossary may fail. Malfunction in non-critical functions.	< 1 business day
Priority Four: Normal Priority four support requests are not errors or failures. They typically focus on technical questions or problems users encounter when trying to use the system, many of which may be "how to" questions.	Need clarification of procedures or information in documentation Attributes or options do not operate as stated Documentation is incorrect	< 2 business days

4.5 Maintenance Releases and Upgrades.

During the Term, Company shall make the Maintenance Releases available to Customer if, as and when Company makes any such Maintenance Release generally available to its licensees. If a question arises as to whether a product offering is an Upgrade or a new product or feature, Company's opinion shall prevail, provided that Company treats the product offering consistently for its other customers generally.

5. Conditions for Providing Support

Company's obligation to provide Services in accordance with the stated Service Availability is conditioned on Customer providing Company with sufficient information and resources to correct the problem, as well as access to the personnel, hardware, and any additional systems involved in discovering the problem.

6. Exclusions from Company's Support Services

Company is not obligated to provide Software or Services in the following situations: (a) the problem is caused by Customer's negligence, hardware malfunction or other causes beyond the reasonable control of Company; (b) the problem is with third party software not licensed through Company; (c) the problem is with individual user's desktop or browser software; or (d) Customer has not paid License Fees under the Agreement when due.

Exhibit B

SaaS Deliverable

1. **Hosting and Data Residency.** Company shall provide: (a) all infrastructure, software, and services necessary to host, operate, maintain, and manage the SaaS Services, and provide customer continuous access thereto, in accordance with the terms and conditions set forth in this SaaS Services Exhibit, any applicable Statement of Services, Word Order and the Agreement.

2. **Backup.** Company shall at its sole expense: complete backup of copies of the customer Data and shall safeguard and securely store such copies within the United States. Backups will be used to restore customer Data in exigent circumstances.

3. **Technical Support.** Company shall establish, sufficiently staff, and maintain the organization and processes necessary to provide email, and web-based technical support, troubleshooting, SLA Incident identification, isolation, response and remediation, and other assistance in accordance with Exhibit A. The contact information for the Company's technical support organization is set forth in Exhibit A. Company shall appoint a Technical Account Manager ("TAM". The TAM shall provide customer with technical guidance and expertise, will be responsible for participating on Priority 1 SLA Incident troubleshooting conference calls, as requested by customer, and will serve as customer's single point of contact for escalations.

4. **Browsers.** Company shall provide all SaaS Services, including all features and functionality, in compliance with HTML5 standards and compatible with the three browsers with leading market share.

5. **Incident Response.** If Company becomes aware of a **Priority 1**, or **Priority 2**, SLA Incident (as set forth in Exhibit-A), Company shall notify customer promptly, but in any event within the applicable "Initial Response" period (as set forth in Exhibit-A), and such notice will identify the SLA Incident Severity Level based on Company's initial evaluation. Company and customer shall cooperate in good faith to jointly determine the SLA Incident Severity Level; provided, however, if Company and customer cannot reach a joint determination despite such good faith cooperation, customer's determination will control. The customer may report to the Company any SLA Incident 24 hours per day, seven days per week. upon notification by customer of an SLA Incident, Company shall promptly commence, and diligently pursue, correction of such SLA Incident at all times and instances employing (a) the "Level Effort" set forth in Exhibit-A, and (b) providing and "Initial Response", "Preventive Action", a "Root Cause Analysis Report" (as defined below), "Service Restoration" and "Status Update(s)" (as defined below) in accordance with Exhibit-A. The timeframes for Company's responses shall be measured from the earlier of the time that the customer notifies the Company, or Company first becomes aware of the relevant SLA Incident. Company shall provide customer with updates to the status of Company's efforts ("Status Update(s) by

telephone, email or such other means as may be reasonably designated by customer from time to time, no less frequently than the timeframes set forth in Exhibit A.

6. **Reports.** Company will provide customer:

   a. With reports as mutually agreed in writing, specifying in reasonable detail Company's performance in relation to the availability of the SaaS Services and the service levels set forth in Exhibit A ("Service Levels". If the Company fails to meet such Service Levels, the Company shall provide the customer with a specific plan of action to remedy any SLA Incident(s) and the Company's performance deficiency.

   b. With a Company-prepared written "Root Cause Analysis Report" (of "RCA Report"), in the form of an executive summary, including supporting technical details at the customer's request, which documents the relevant SLA Incident(s) and contains a detailed description of the SLA Incident(s), the action(s) take to to restore the SaaS Service and/or resolve the SLA Incident(s), the root cause of the SLA Incident(s) and an action plan to ensure such SLA Incident(s) will not reoccur.

7. **Excessive Performance Failure.** Following an "Excessive Performance Failure" (as defined below), upon written notice to the Company, customer may terminate the applicable Work Order or Agreement (in customer's sole discretion) without further payment obligation, or liability to the Company (other than for payment of undisputed SaaS Services Fees due and owing as of of the effective date of termination). An Excessive Performance Failure will be deemed to be a breach of a material term of the Agreement,which shall not be subject to cure.

   "Excessive Performance Failure" means (a) failure to meet defined availability Service Levels for two Reporting Periods in a 12-month period, or (b) failure to meet an availability level of 98% in any calendar month.

EXHIBIT C

SyncWords Privacy Policy

1. Privacy Policy. In connection with how Syncwords collects, uses, and protects your data, as well.

1.1 What data do we collect?

Depending on how the customer uses our SaaS Services, we may collect the following data:

customers use our real-time captioning and translated subtitles.

- We collect no personally identifiable information.

For users with accounts in our SyncWords Live platform, scheduling captioning and translations for events.

- Company name
- User name and email address.
- Live captions of event audio.
    - While captions may contain personal data, for example, speaker identification or mention of individuals, we do not screen or monitor the data generated and do not organize or gather any such personal data at all. The platform provides options for the delivery of live captions without saving that information in the database.
- Caption files when playout features are used.
    - While caption files may contain personal data, for example, speaker identification or mention of individuals, we do not screen or analyze the data provided and do not organize or gather any such personal data at all.

1.2 How do we collect your data?

The data is collected programmatically through our SyncWords Live platform when creating your account and through the provision of our real-time captioning and translated subtitling services.

1.3 How will we use your data?

Our Company collects this data to process your orders and fulfill the requested real-time captioning and translated subtitling services.

1.4 How do we store your data?

SyncWords stores your data at AWS facilities in the United States using strong encryption of data in transit and at rest. SyncWords will keep an archive of the live captions and translations generated in your account based on the policy used in your account. The platform also offers options for the delivery of live captions and translations without archiving or saving them in the database. You are able to delete captions and translations generated from the system at any time. If you have further questions on how we store your data, please contact us at support@syncwords.com

1.5 What are your data protection rights?

For residents of the European Union and European Economic Area countries, SyncWords provides the following rights under the General Data Protection Regulation.

a. The right to access – You have the right to request SyncWords for copies of your personal data. We may charge you a small fee for this service.

b. The right to rectification – You have the right to request that SyncWords correct any information you believe is inaccurate. You also have the right to request SyncWords to complete the information you believe is incomplete.

c. The right to erasure - You have the right to request that SyncWords erase your personal data, under certain conditions.

d. The right to restrict processing – You have the right to request that SyncWords restrict the processing of your personal data, under certain conditions.

e. The right to object to processing – You have the right to object to SyncWords' processing of your personal data, under certain conditions.

f. The right to data portability – You have the right to request that SyncWords transfer the data that we have collected to another organization, or directly to you, under certain conditions.

SyncWords processes data for the purposes outlined in this privacy policy. Our processing of your data is based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.

SyncWords processes data primarily in the United States and uses US-based sub-processors. The SyncWords Live platform relies on the following sub-processors across all accounts.

Provider	**Location**	**Purpose**	**URL**
Amazon Web Services	USA	Cloud infrastructure and hosting	https://aws.amazon.com/
Postmark	USA	Transactional email	https://postmarkapp.com/
Mixpanel	USA	Product analytics	https://mixpanel.com/

If professional live captioning services are requested, we may use one of the following sub-processors.

Provider	**Location**	**Purpose**	**URL**
National Captioning Institute	USA	Professional live captioning	https://ncicap.org/

If real-time translated subtitles are requested, we may use one of the following sub-processors, however, data is only stored temporarily in memory for processing and not to any persistent storage.

Provider	Location	Purpose	URL
Google Cloud	USA	Cloud AI services	https://cloud.google.com/
Microsoft Azure	USA	Cloud AI services	https://azure.microsoft.com
DeepL	Germany	Machine Translation Engine	https://www.deepl.com/

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at support@syncwords.com

Should you wish to report a complaint or if you feel that SyncWords has not addressed your concern in a satisfactory manner, you can contact the data protection supervisory authority in your country. You can find a list here – https://edpb.europa.eu/about-edpb/board/members_en

Cookies
SyncWords Live uses a first-party cookie to temporarily store visitor information to grant users access to their SyncWords Live accounts and ensure the proper function of the SyncWords Live application.

SyncWords Live uses third-party cookies from

- Zendesk – to enable support requests from within SyncWords Live
  - Cookie policy - https://www.zendesk.com/company/agreements-and-terms/cookie-policy/
- Google Analytics – to enable tracking of website traffic.
  - Cookie policy - https://policies.google.com/privacy
- Mixpanel – to enable event tracking within SyncWords Live to analyze how the system is being used.
  - Cookie policy - https://mixpanel.com/legal/privacy-overview/