

Axiom Advocate
Terms and Conditions
Effective: April 1, 2023

Syntellis Performance Solutions, LLC ("Syntellis" or "We") offers customer organizations ("Advocate" or "You") the option to participate in Axiom Advocate, Syntellis' reference encouragement program (the "Reference Program").

Binding Agreement: By volunteering to participate in the Reference Program, You are accepting to be bound by these terms and conditions ("Terms"). Advocates may not participate in the Reference Program where doing so is prohibited by applicable law. We reserve the right to amend or terminate the Reference Program at any time, for any reason.

Eligibility: Advocates must be current Syntellis customer organizations, in good standing, and on the current product or platform version or no more than two minor versions older than the current version, unless Syntellis agrees otherwise. Advocate employees are not eligible to participate in the Reference Program and redeem Advocate Points individually for personal use or benefit. All benefits accrue for the customer organization.

Advocate Points: We will provide Advocates with points ("Advocate Points"), in the form and value determined by Syntellis, in exchange for your participation in eligible reference activities performed annually, January 1 to December 31 (the "Performance Period"). Advocate Points' value are based on Syntellis' reasonable determination of the time and effort each eligible reference activity requires to complete and are not conditioned on rewarding the outcome of the reference activity. Advocate Points are not awarded based on the volume or value of prior business with any Advocate, or any actual or anticipated future business with Advocate or anyone referred by the Advocate. Syntellis will tally your earned Advocate Points annually upon expiration of the Performance Period.

How to Redeem Advocate Points: Customer may redeem Advocate Points earned during the Performance Period during the subsequent calendar year, January 1 – December 31 (the, "Redemption Period") for discounts on professional services fees (for example but not limited to configuration of new & additional features, testing assistance, report creation/modifications, and data integration), participation in Syntellis' Product Advisory Council, and Hypercare Support. Initial software implementation and system setup are expressly excluded.

Advocate Points Subject to Verification: Syntellis may delay awarding Advocate Points for purposes of confirmation. Syntellis may refuse to award Advocate Points if Syntellis reasonably believes the award of Advocate Points violates these Terms or would impose potential liability on Syntellis. We will award Advocate Points for truthful reference activity only. Subject to these conditions, Syntellis will not withhold Advocate Points due to the content of any reference activity. You are solely responsible for the content of any eligible reference activity, and we will not dictate or provide the content of any eligible reference activity. If You believe your organization can no longer be a reference for Syntellis, you must immediately notify Syntellis and cease participation in the Reference Program.

Restrictions: Advocate Points have no cash value, are non-transferable, and cannot be redeemed for cash. Advocate Points are calculated based on the completion of eligible reference activities during the applicable Performance Period. Advocate Points shall expire and not roll over if unused at the expiration of the applicable Redemption Period. To receive a discount on eligible professional services fees, Customer must enter an Order Form for such services during the applicable Redemption Period. Upon termination of the Reference Program, any unredeemed Advocate Points are forfeited. Additional terms may apply as set forth on the applicable Order Form.

Discount Reporting: If an Order Form includes a discount, Advocate may have an obligation to report such discount per applicable federal and state anti-kickback laws, including, without limitation, the discount provisions of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a- 7b(b) and the discount safe harbor regulations at 42 C.F.R. § 1001.952(h). Advocate shall be responsible for fully and accurately reporting, disclosing, and maintaining appropriate records with respect to such discount and making those records available under Medicare, Medicaid, or other applicable government health care programs. Syntellis shall have no obligation or responsibility to report, disclose and maintain records on Advocate's behalf, except where required by applicable law.

General: These Terms constitute the entire agreement between Syntellis and Advocate regarding your participation in the Reference Program. Syntellis shall own all right, title and interest in and to, and may freely use and incorporate into Syntellis products, services and marketing, any content You generate by participating in the Reference Program. By participating in the Reference Program, Advocate releases Syntellis, and its respective directors, officers, employees, and agents from any and all liability for any fines, penalties, loss, harm, damages, costs, or expenses, arising out of or in any way connected to Advocate's participation in the Reference Program and/or the receipt or use of any Advocate Points.
