GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

MULTIPLE AWARD SCHEDULE
Category Attachment Code: F
Title: Information Technology-IT Services
F04. IT Software Subcategory
FSC/PSC Code: 7A21, DA01

Category Code: G
Title: Miscellaneous
G06. Complimentary SINs Subcategory
FSC/PSC Code: 0000

Contract number: 47QTCA22D0049

Contract period: February 4, 2022 through February 3, 2027

Pricelist current through Modification PS-A847 dated July 13, 2022

CoSo Cloud LLC
827 Broadway Ste 200
Oakland, CA 94607
Phone: 415-343-7600; Fax: 415-677-9162
https://www.cosocloud.com/

Contract administration source:
Neil Manheimer
Phone: 415-343-7600
E-mail: neil.manheimer@cosocloud.com
Business size: Small Business, Woman Owned Business

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov
CUSTOMER INFORMATION:

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210; 511210STLOC; 511210RC</td>
<td>Software Licenses -SUBJECT TO COOPERATIVE PURCHASING</td>
</tr>
<tr>
<td>54151; 54151 STLOC; 54151RC</td>
<td>Software Maintenance Services- SUBJECT TO COOPERATIVE PURCHASING</td>
</tr>
<tr>
<td>OLM; OLM STLOC; OLM RC</td>
<td>Order Level Materials (OLM)</td>
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</tbody>
</table>

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply:

<table>
<thead>
<tr>
<th>SIN</th>
<th>MFR PART NO</th>
<th>PRODUCT NAME</th>
<th>UOI</th>
<th>GSA Price w/IFF</th>
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</thead>
<tbody>
<tr>
<td>511210</td>
<td>EGC-LIC</td>
<td>Term CoSo Cloud Adobe Connect EduGame Cloud - per Named Host (12 months)</td>
<td>EA</td>
<td>$208.56</td>
</tr>
<tr>
<td>511210</td>
<td>YT-1</td>
<td>Term CoSo Cloud Adobe Connect YouTube Video Player - Single User License (12 months)</td>
<td>EA</td>
<td>$208.56</td>
</tr>
<tr>
<td>54151</td>
<td>LTI-ASM-BAS</td>
<td>CoSo Cloud Adobe Connect LMS Integration - Basic Annual Support &amp; Maintenance Upgrade (12 months)</td>
<td>EA</td>
<td>$695.21</td>
</tr>
</tbody>
</table>

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: Not applicable.

2. Maximum order: SINs 511210; 54151: $500,000.00
   SIN OLM: $250,000.00

3. Minimum order: $100.00

4. Geographic coverage (delivery area): Domestic and Overseas

5. Point(s) of production (city, county, and State or foreign country): 827 Broadway Ste 200 Oakland, Alameda County, CA

6. Discount from list prices or statement of net price: Prices herein are net government prices

7. Quantity discounts: 3% for orders greater than $350,000.

8. Prompt payment terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9. Foreign items (list items by country of origin): None

10a. Time of delivery: Specified on the Task Order

10b. Expedited Delivery: Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery. Contact Contractor.

10c. Overnight and 2-day delivery: The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery. Contact Contractor.

10d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery. Contact Contractor.

11. F.O.B. point(s): Destination

12a. Ordering address(es):
CoSo Cloud LLC
906 Oak Tree Avenue, Suite R South
Plainfield, NJ 07080
Phone: 804-787-0388
E-mail: Lisa.Flood@cosocloud.com

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es):
CoSo Cloud LLC
827 Broadway Ste 200
Oakland, CA 94607
Phone: 732-403-5533
E-mail: neil.manheimer@cosocloud.com

14. Warranty provision: Not Applicable

15. Export packing charges, if applicable: Not Applicable

16. Terms and conditions of rental, maintenance, and repair (if applicable): Not Applicable

17. Terms and conditions of installation (if applicable): Not Applicable
18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): Not Applicable

18b. Terms and conditions for any other services (if applicable):

SIN 511210:

- Right-to-Copy Pricing: Offerors shall insert the discounted pricing for right-to-copy licenses, if commercially available, in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).
  Not applicable

- Term License Cessation
  i.) After a software product has been on a continuous term license for a period of ______ (Fill-in the period of time.) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time. ii.) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.
  Not applicable. CoSo Cloud Term licenses are not eligible for conversion at any time.

19. List of service and distribution points (if applicable): Not Applicable

20. List of participating dealers (if applicable): Not Applicable

21. Preventive maintenance (if applicable): Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found: https://www.cosocloud.com/

The EIT standards can be found at: www.Section508.gov/

23. Unique Entity Identifier (UEI) Number: W578GN2GCYB9
24. Notification regarding registration in System for Award Management (SAM) database:
Registered. CAGE 63NK5.

GSA Pricing

<table>
<thead>
<tr>
<th>SIN</th>
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<tbody>
<tr>
<td>511210</td>
<td>LTI-25</td>
<td>Term CoSo Cloud Adobe Connect LMS Integration - 25 users (12 months)</td>
<td>EA</td>
<td>$2,502.77</td>
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<td>CCE-50</td>
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<td>EA</td>
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<td>EA</td>
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<td>CCE-UNL</td>
<td>Term CoSo Cloud Adobe Connect Closed Captioning Editor - Unlimited hrs (12 months)</td>
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<td>CCE-UNL-OPE</td>
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<td>511210</td>
<td>EGC-BRD</td>
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<td>511210</td>
<td>EGC-LIC</td>
<td>Term CoSo Cloud Adobe Connect EduGame Cloud - per Named Host (12 months)</td>
<td>EA</td>
<td>$208.56</td>
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<tr>
<td>511210</td>
<td>EGC-SEM</td>
<td>Term CoSo Cloud Adobe Connect EduGame Cloud - Export to Excel Right from EGC Pod for up to 1000 Users (12 months)</td>
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<td>$4,171.28</td>
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<td>511210</td>
<td>MP4-5K</td>
<td>Term CoSo Cloud Adobe Connect MP4 Service - 5K Minutes (12 months)</td>
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<td>$2,114.84</td>
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<tr>
<td>511210</td>
<td>MP4-25K</td>
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<td>EA</td>
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<tr>
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SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the “Agreement”), dated as of the date set forth in the Purchase Order, Statement of Work, or similar document, (the “Effective Date”) between the governmental entity authorized to issue a Purchase Order under the GSA Schedule contracts (the “Customer”) and CoSo Cloud LLC (“CoSo Cloud” or “CoSo” or “Provider”), of 827 Broadway, Oakland, CA 94607, shall be governed by the following terms and conditions, as well as the CoSo Cloud Terms of Service for CoSo Secure Private Cloud Managed Service attached hereto (the “URL Terms”), but only to the extent that all terms and conditions are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341 and 41 U.S.C. §6301), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (41 § U.S.C.6405), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Agreement are inconsistent with Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable as applied to any Customer orders under this Agreement.

RECITALS

WHEREAS, CoSo Cloud is specialized in providing software applications in conjunction with Adobe Connect to enhance the end-user experience;

WHEREAS, the Customer wishes to acquire a license to such software applications that will enable it to provide and increase Adobe Connect capabilities, and CoSo Cloud agrees to provide such a license to the Customer in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the promises, conditions and covenants set forth herein, and in return for good and valuable consideration, the receipt and sufficiency of which is hereby specifically acknowledged, CoSo Cloud and the Customer hereby agree as follows:

1. PRODUCTS AND SERVICES.

(a) CoSo Cloud agrees to provide Customer with an installable copy of the Custom Apps software (the “Software”) that is more fully described on the attached Software Schedule CoSo Cloud may: (i) make new applications, tools, features or functionality available through the Software and (ii) add new applications to the Software, the use of which may be contingent upon Customer’s agreement to additional terms.

(b) Updates and Modifications. CoSo Cloud or an authorized entity or person may make commercially reasonable updates to the Software from time to time. CoSo Cloud will undertake commercially reasonable efforts to notify the Customer of any such material updates. In the event that CoSo Cloud Software updates materially diminishes functionality that Customer has contracted for, Customer shall be entitled to a pro rata refund for any fees paid and not used. CoSo Cloud may make commercially reasonable changes to the non-material URL Terms from time to time. CoSo Cloud shall make Customer aware of any material change to the URL Terms.
and will deliver the revised terms and conditions to the Customer’s Contracting Officer. Any material updates to this agreement shall be presented to GSA for review and will not be effective unless and until both parties sign a written agreement updating these terms.

(c) Third Party Components. The Software may contain third party components (including open source software) subject to separate license agreements. To the limited extent a third-party license expressly supersedes this Agreement, such third-party license governs Customer’s use of that third party component.

2. USES AND RESTRICTIONS

(a) Uses. CoSo Cloud hereby grants Customer a royalty-free, worldwide, non-exclusive, license to use the Software, to incorporate it into Customer customer’s applications and solutions (“Customer Products”), to sub-license it to Customer’s customers and clients in connection with the marketing and sale of Customer Products and related services. Subject to the terms and conditions of this Agreement, Customer or their customers may create back-up copies of the Software in connection therewith, all in the manner provided in and allowed by this Agreement (including the Software Schedule and URL Terms).

(b) Customer Account. Customer must have an account and an alphanumeric key uniquely associated with Customer’s account (a “Token”), to the extent applicable, to use the Software, and Customer is responsible for: (i) the information it provides to create the account; (ii) the security of the Token or its passwords for the account; (iii) and for any use of its account or the Token. If Customer becomes aware of any unauthorized use of its password, its account or the Token, Customer will notify CoSo Cloud as promptly as possible.

(d) Compliance. Customer is responsible for any violations of the Agreement, including the Software Schedule and URL Terms, in each case caused by Customer, its agents and employees and those it authorizes to use the Software.

(d) Documentation. CoSo Cloud may provide Customer with documentation. The documentation may specify restrictions on how the Software may be used and Partner will ensure that Partner and its Customers, comply with such restrictions.

(e) Restrictions.

i. Customer may not, and may not allow any third parties under its control to: (1) use the Software to create, train, or improve (directly or indirectly) a substantially similar product or service; (2) create multiple applications, accounts or projects to simulate or act as a single application, account or project (respectively) or otherwise access the Software in a manner intended to avoid incurring fees. Any breach of subsection will be a material breach of this Agreement.

ii. Unless otherwise specified and agreed to in writing by CoSo Cloud, the Software is not intended for uses to create obligations under the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations as amended thereunder (collectively,
“HIPAA”), and CoSo Cloud makes no representations that the Software satisfies HIPAA requirements. If Customer is (or becomes) a Covered Entity or Business Associate, each as defined in HIPAA, Customer agrees not to use the Software for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless Customer has received express prior written consent to such use from CoSo Cloud. As between the parties, Customer is solely responsible for any applicable compliance with HIPAA.

iii. Customer may not use the Software in connection with the operation of nuclear facilities, air traffic control, life support systems or other activities where the failure of the Software could lead to death, personal injury or environmental damage (“High Risk Activities”).

iv. Customer may not, and may not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Software; (b) disclose the Software’s source code or any portion thereof to any nonparty to this Agreement, (c) use the source code or any portion thereof for any purpose not permitted by this Agreement.

v. Customer acknowledges and agrees that it is not acquiring ownership rights in or to the Software, and full title and all ownership rights to the Software shall remain with CoSo Cloud.

vi. **Intellectual Property.** Customer acknowledges and agrees that it is not acquiring ownership rights in or to the Software, and full title and all ownership rights to the Software shall remain with CoSo Cloud.

3. **PAYMENT AND INVOICES**

   (a) Customer agrees to pay License Fees in the amounts and in the manner provided in the Software Schedule.

   (b) Customer payment terms shall be as set forth in the Federal Supply Schedule.

   (c) **Software Schedule:** The attached Software Schedule outlines the following:
      - Location(s) where the Software will be installed.
      - The date the Software will be delivered to Customer.
      - CoSo Cloud’s License Fees and the manner in which License Fees are to be paid.

4. **REPRESENTATIVES.**

   (a) **Designated Representatives.** The Customer’s designated representative for the Services and the Project is __________, and CoSo Cloud’s representative for the Services is Jim Seaman.
(b) **Consultation With Customer.** CoSo Cloud and its designated representative and others working with CoSo Cloud on the Services shall be available at all reasonable times to consult with representatives of Customer concerning any services performed or to be performed by CoSo Cloud under this Agreement.

5. **TAXES**

(a) CoSo Cloud will have sole responsibility for the payment of all taxes.

(b) Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Customer as end user will be governed by the terms of the underlying Customer contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Customer contract.

6. **LIMITED WARRANTY AND DISCLAIMER**

COSO CLOUD WARRANTS THAT THE SOFTWARE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE WRITTEN MATERIALS ACCOMPANYING IT. **EXCEPT** AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COSO CLOUD AND ITS LICENSORS AND SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. COSO CLOUD AND ITS LICENSORS AND SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CUSTOMER DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SOFTWARE. CUSTOMER IS SOLELY RESPONSIBLE FOR SECURING AND BACKING UP ITS APPLICATION, PROJECT, AND CUSTOMER DATA. NEITHER COSO CLOUD NOR ITS LICENSORS AND SUPPLIERS WARRANTS THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. THE SOFTWARE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

7. **DAMAGES.**

   a. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR COSO CLOUD’S LICENSOR NOR SUPPLIERS, WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.**

   b. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR COSO CLOUD NOR ITS LICENSORS NOR SUPPLIERS, MAY BE**
HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO COSO CLOUD UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

c. Exceptions to Limitations. The limitations of liability in this Section 7 do not apply to breaches of confidentiality obligations, violations of a party’s Intellectual Property Rights by the other party, indemnification obligations, or Customer’s payment obligations.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

(a) Representations and Warrants. CoSo Cloud represents and warrants to Customer as follows:

(i) CoSo Cloud will devote such time, personnel and resources for the performance of its duties under this Agreement as are required to carry out CoSo Cloud’s duties under this Agreement in the manner required hereunder and within the Schedules and other deadlines set by Customer.

(ii) CoSo Cloud’s execution, delivery and performance of this Agreement have been duly authorized by CoSo Cloud. This Agreement, including the URL Terms and the Software Schedule attached each constitute a valid and binding obligation of CoSo Cloud, enforceable in accordance with its terms.

(iii) CoSo Cloud’s execution, delivery and performance of this Agreement and compliance with the respective terms thereof do not and shall not conflict with any agreement to which CoSo Cloud is a party or any applicable laws to which CoSo Cloud is subject.

(iv) CoSo Cloud has full right and authority to grant the license of the Software to Customer. The Software shall (A) perform in material conformance with the Customer’s requirements and is suitable for the intended purposes, (B) be compatible with and suitable for use with the Customer’s products.

(b) Correction and Cure. If CoSo Cloud breaches any of the warranties and agreements set forth above, with the result that any services are not performed as required by this Agreement, CoSo Cloud shall promptly, following Customer’s request, re-perform the Services to Customer’s satisfaction and/or to remedy the breach or deficiency, without cost to Customer.

(c) Records. CoSo Cloud will maintain books, records, documents and other evidence pertaining to costs, charges, fees and other expenses to the extent and in such detail as will properly evidence all costs for labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. Customer may examine or audit all books, documents, papers, or records of CoSo Cloud at all reasonable times during the term of this Agreement. CoSo
Cloud will safeguard and make them available to Customer for inspection for a period of up to three years following the completion or termination of the Services.

9. TERM AND TERMINATION.

(a) Term of Agreement. Unless earlier terminated as provided in this section, this Agreement will be in effect for a period commencing on the Effective Date and expiring on the first anniversary of the Effective Date or on the date the services under this Agreement have been fully performed to the satisfaction of Customer and the Customer has paid CoSo Cloud all amounts due hereunder, whichever is later.

(b) Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, CoSo shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer subject to CoSo Cloud’s right to appeal the decision and/or file suit consistent with FAR 52.233-1(f).

(c) Reserved.

(d) Effect of Termination. The provisions of Sections 2, 3, 5, 6, 7, 8, 10, 11, 12, and 13, will survive expiration or earlier termination of this Agreement.

10. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS.

(a) Confidential Information. CoSo Cloud will protect the confidentiality of and prevent unauthorized use, dissemination or publication of any information provided by Customer or the end users. CoSo Cloud will not use any information provided by Customer for any purpose other than performing the services under this Agreement. Such information will only be used by those employees or agents of CoSo Cloud who need to know such information for purposes related to this Agreement and/or the performance of the Services. CoSo Cloud will not publish or reveal any such information to anyone, unless authorized by Customer in writing. CoSo Cloud will protect the confidentiality of any such information with the same degree of care as CoSo Cloud uses for its own similar information. CoSo Cloud recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor. In the event Customer receives a FOIA request for information characterized as “confidential” by CoSo Cloud, Customer shall notify CoSo Cloud and permit it to take any steps it deems necessary to protect the confidentiality of such information, including for example, seeking an injunction in an appropriate forum.
(b) Intellectual Property Rights. Nothing in this Agreement or CoSo Cloud’s performance under this Agreement will constitute or be deemed to be a transfer of any intellectual property right CoSo Cloud has in the Software to Customer, its agent or any third-party. All right, title and interest in the software will remain as the property of CoSo Cloud.

11. INDEMNIFICATION.

(a) IP Indemnity. CoSo Cloud will indemnify Customer from any losses, damages or claims, including reasonable attorney fees incurred, that arise from a third-party allegation that the Software infringes or misappropriates such third party’s patent, copyright, trade secret, or trademark. In the event that the Software actually violates a third party’s intellectual property rights ("Infringing Software"), CoSo Cloud shall (a) modify any Infringing Software to make it non-infringing; (b) obtain a license to cause the Infringing Software to be non-infringing; or (c) to the extent that the remedies under sub-clause (a) or (b) are not available, terminate the license for such Infringing Software and refund the amount received by CoSo Cloud for Customer’s copy of such Infringing Software.

12. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed to deem CoSo Cloud as a partner, employee or agent of Customer, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions. CoSo Cloud is retained only for the limited purposes and to the extent set forth in this Agreement, and CoSo Cloud’s relationship to Customer shall be that of an independent contractor. Neither CoSo Cloud nor CoSo Cloud’s personnel shall be deemed to be Customer’s employees. However, CoSo Cloud’s personnel, shall in the performance of the services set forth herein, comply with all verbal or written instructions of Customer’s designated representatives.

13. DEPRECATIO POLICY

(a) Customer acknowledges and agrees that CoSo Cloud as ultimate owner and licensor of the Software may discontinue any Software or any portion or feature of the Software for any reason at any time without liability to Customer.

(b) Notwithstanding the foregoing, if CoSo Cloud intends to discontinue or make backwards incompatible changes to the Software, CoSo Cloud will announce such change or discontinuance and will use commercially reasonable efforts to continue to operate those versions and features of the Software without these changes for at least one year after that announcement, unless (as CoSo Cloud determines in its reasonable good faith judgment) the discontinuance or modification:

i. is otherwise required by law or third party relationship (including if there is a change in applicable law or relationship); or

ii. doing so could create a security risk or substantial economic or material
14. MISCELLANEOUS.

(a) **Federal Agency Users.** The Software was developed solely at private expense and is commercial computer software with related documentation within the meaning of the Federal Acquisition Regulations (“FAR”) and agency supplements to the FAR.

(b) **Notices.** All consents, approvals or other notices given under this Agreement will be in writing, and be delivered by (a) certified mail, postage prepaid and return receipt requested, (b) hand delivery or (c) overnight courier, and will be deemed effective upon receipt by the addressee at the address set forth on page one.

(c) **No Assignment.** CoSo Cloud shall not assign this Agreement or delegate its responsibilities hereunder without the consent of Customer in each instance. Customer may assign this Agreement at any time without the consent of CoSo Cloud.

(d) **No Waiver.** No waiver of any term, condition or provision of this Agreement will be deemed or will constitute a waiver of any other term, condition or provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless made in writing and signed by both parties hereto.

(e) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter set forth, and supersedes all prior and contemporaneous understandings, agreements and representations whether oral or written.

(f) **Amendments.** No supplement, modification or amendment of this Agreement will be binding unless in a writing that states that it is an amendment of this Agreement, and signed by an authorized representative of each party.

(g) **Governing Law.** This Agreement will be construed in accordance with and governed by the Federal laws of the United States of America.

(h) **Counterparts.** This Agreement may be executed in counterparts any one of which, or a copy of any one of which, shall be admissible into evidence, and all of which shall constitute one and the same agreement. The parties agree that they may rely on the facsimile signature of each party with respect to this Agreement or any waiver, amendment, supplement or consent relating thereto, with the same effect as if such signature was an original.
IN WITNESS WHEREOF, the parties have executed this Agreement

<table>
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<td>By:________________</td>
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<tr>
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<td>Title:</td>
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CoSo Cloud, LLC Terms of Service for CoSo Secure Private Cloud Managed Services

These CoSo Cloud Terms of Service and Conditions are between CoSo Cloud, LLC and its affiliates (collectively, “CoSo Cloud”), and the governmental entity authorized to issue a Purchase Order under GSA Schedule contracts (“You”). In the collective, CoSo Cloud and You shall be referred to as the “Parties.”

You agree that this Agreement (defined below) is like any written negotiated agreement signed by you. IF YOU WISH TO USE THE SERVICE IN YOUR CAPACITY AS AN EMPLOYEE, YOU MUST HAVE THE ABILITY TO BIND YOUR EMPLOYER. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY ON WHOMSE BEHALF THE SERVICE IS USED: FOR EXAMPLE, YOUR EMPLOYER.

You may have another written agreement directly with CoSo Cloud that supplements or supersedes all or portions of this agreement (a “Separate Agreement”). If you have entered into a Separate Agreement with CoSo Cloud, this Agreement does not apply unless specifically referenced in and incorporated by such Separate Agreement.

1. Definitions.

- “Add-On” means additional products and services sold or licensed to you from time to time pursuant to an Order Form.
- “Agreement” means these terms and conditions, the License Metrics, and the CoSo Cloud Privacy Policy attached hereto.
- “Appointee” means the authorized representative of your organization who administers various functions of the Service on your behalf.
- “Communications Services” means the communications services CoSo Cloud provides you through use of Adobe Connect, or similar software that include functionalities such as video and web conferencing, and mobile device integration.
- “Content” means all audio, video, multimedia, data, text, images, documents, computer programs, and any other information or materials uploaded by or on behalf of you in connection with your use of the Service.
- “Event” means a CoSo Cloud web event.
- “General Services” means CoSo Cloud Service offerings, including Adobe® Connect managed services, Adobe hosting services, audio conferencing services, professional services, other Add-Ons and the CoSo Cloud Web site, that are not part of the Communications Services.
- “License Metrics” means terms set forth in an Order Form describing the scope of your right to use the Service.
- “Meeting” means CoSo Cloud Service offerings using Adobe® Connect Professional, or other meeting services, as applicable.
- “Meeting Attendees” means individuals who attend an online meeting or telephone conference enabled by the Service and hosted by you.
2. Use of the Service.

a. **Provision of the Service.** Subject to your compliance with the terms and conditions of this Agreement, CoSo Cloud grants to you a non-exclusive, non-transferable, revocable right to access and use the Service according to the terms and conditions of this Agreement and the applicable License Metrics described in each Order Form. Each Order Form between you and CoSo Cloud will be governed by the provisions of this Agreement.

b. **Upgrades.** CoSo Cloud, LLC provides flexible upgrade scheduling for its customers. When requested, CoSo Cloud will upgrade customers to the most current stable version supported by CoSo Cloud. Any upgrade version requested that is not part of CoSo Cloud’s current, standard deployment will require additional fees. Non-standard deployments are inclusive of Adobe Connect versions not supported by CoSo Cloud, not CoSo Cloud’s current standard, and/or customized environments. CoSo Cloud reserves the right to upgrade any customer whose Connect version is older than 18 months. Additional fees may apply for maintaining older versions.

c. **Capacity.** CoSo Cloud LLC customers will be provided with 1 Terabyte of Storage. Additional storage, system sizing, and bandwidth needs will be agreed upon during the initial agreement. Additional capacity, may be purchased as needed.

d. **Authority to Use Service.** You represent and warrant that you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder including having a valid license to use the software applications that generate Content, and the right to submit Content and your or a Participant’s Personal Data in connection with the Service. Otherwise, you are not permitted to submit such Content or Personal Data to CoSo Cloud or the Service.

e. **Access to Service.** You acknowledge that your ability to access the Service may require the payment of third-party fees (such as regulatory fees, telephone toll charges, ISP, or airtime charges) and that you are responsible for paying such fees. These fees may be in addition to any charges, fees, or other payments included in your License Metrics. CoSo Cloud is not responsible for any equipment you may need to be able to access the Service.

f. **Log-In Credentials.** To gain access to and use the Service, you may be required to create a log-in ID and password (“Log-In Credentials”). You are responsible for all activity occurring under your Log-In Credentials, and you must keep your Log-In Credentials confidential and not share your Log-In Credentials with third parties. CoSo Cloud has no obligation or responsibility with regard to your use, distribution, disclosure, or
management of Log-In Credentials. Notwithstanding the foregoing, CoSo Cloud may require you to change your Log-In Credentials CoSo Cloud believes your Log-In Credentials are insecure or pose a risk to the Services.

g. Trial Use. In addition to the other terms of this Agreement, if you are a trial user of the Service, your right to access and use the Service is limited as provided in the e-mail communication from CoSo Cloud acknowledging your right to use the Service, or as provided in the Web pages describing trial use of the Service. This trial Service might be offered by CoSo Cloud at a later time with different features, for a fee, or not at all, as determined by CoSo Cloud in its sole discretion. In order to maintain a consistent quality of service, CoSo Cloud reserves the right to temporarily suspend trial access to the Service as needed.

h. Termination of Trial Service. Your right to use the Service on a trial basis shall terminate immediately upon expiration of the time period granted at the time you subscribed to the Service on a trial basis. In addition, CoSo Cloud reserves the right, for any reason in its sole discretion without prior notice, to discontinue or suspend your trial use, and to terminate your trial account. Your rights and the rights of Participants to access Content submitted to your account and processed by the Service shall terminate immediately upon termination of your right to use the Service.

i. Use of the Service.
   i. Communications Services Generally. As part of the Service, you may choose to use Communications Services, which may include telephone, video and web conferencing, and mobile device integration. Your ability to use these Communications Services is subject to this Agreement and the applicable License Metrics, as well as any applicable policies or terms that the CoSo Cloud may apply from time and any applicable software product license agreements, which can be found on the relevant software vendor websites.

   ii. Availability and Compatibility of Required Third Party Equipment and Services. You may not be able to use the Service, if: (A) your equipment fails; (B) the power required to operate your computer, router or modem, if applicable, fails; (C) your computer experiences hardware or software problems or viruses; (D) your hardware or software is improperly installed; or (E) you are blocked or otherwise unable to access the CoSo Cloud network, such as by certain fax machines or firewalls. By using the Service, you acknowledge that the Service may be limited in certain circumstances and may not always be available. CoSo Cloud shall not be liable for any (I) errors in transmission, (II) failure to establish any connections or (iii) failure of, or your inability to use the Service.

   iii. Service Distinctions. You acknowledge and agree that the Communications Services do not constitute or include traditional telephone services. Important distinctions exist between traditional telephone services and the Communications Services and the Communications Services may be subject to different regulatory treatment from traditional telephone services. This treatment may limit or otherwise affect your rights of redress before federal, state or local telecommunications regulatory authorities.

   iv. Connection Quality. You acknowledge that two-way VoIP conversations between your location and CoSo Cloud’s data centers consume Internet bandwidth and that in order to deliver high voice quality, the Internet connection
must be sized appropriately for your usage environment. You further acknowledge that disruptions in the public Internet and in the ability of you or CoSo Cloud (or any affiliate or service provider thereof) to maintain sufficient Internet bandwidth may affect the quality of any connection between you and CoSo Cloud. You also acknowledge that proper Virtual Local Area Network (“VLAN”) and network configuration is essential to ensure high voice quality and you understand that you must appropriately configure your VLAN or other network in line with OEM-recommended best practices or employ other measures as necessary to ensure high voice quality. CoSo Cloud will not be held responsible or liable for poor voice quality due to insufficient Internet bandwidth or improper VLAN configurations at your location. You also acknowledge that other systems and applications sharing the same Internet connection that the voice conversations are using may affect the voice quality of those voice conversations. In order to achieve the highest level of voice quality. CoSo Cloud strongly recommends that you use a dedicated Internet connection for voice traffic. CoSo Cloud will not be held responsible or liable for any poor voice quality or Communications Services-related issues that may arise from multiple application routing over a shared Internet connection.

j. **Limitations.** Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, CoSo Cloud, its affiliates, suppliers, licensors, and resellers specifically disclaim any express or implied warranty of fitness for such purposes.

3. **Invoicing, Payment And Records.**

   a. **Payment Terms.** All fees due under this Agreement are payable in U.S. dollars only. Payment terms for the Service and any Third-Party Services will be set forth on each Order Form in accordance with the GSA Schedule Pricelist. If not set forth, all fees for products or services will be due thirty days from the receipt date of CoSo Cloud’s invoice.

   b. **Audit.** You agree to keep all usual and proper records and books of account and all usual and proper entries relating to its use of the Service. CoSo Cloud may cause an audit and/or inspection to be made of the applicable records and facilities in order to verify compliance with this Agreement. Any such audit shall be conducted by an auditor selected by CoSo Cloud. Any audit and/or inspection shall be conducted subject to Government security requirements, during regular business hours at your facilities with advance notice of at least 10 days. You agree to provide CoSo Cloud’s designated audit or inspection team access to the relevant records and facilities and prompt and reasonable cooperation in the audit. You shall pay CoSo Cloud the full amount of any underpayment revealed by the audit plus interest from the date such payments were due under the terms of this Section 10. Notwithstanding the foregoing, if such audit reveals an underpayment, you shall pay the amount underpaid with interest from the date such payment was due pursuant to this Section 10. This provision does not limit any additional rights and
remedies at law or in equity that CoSo Cloud may have due to unauthorized use of the Service.

4. Ownership of the Service and Marks

a. You acknowledge that CoSo Cloud and its licensors own all right, title, and interest in: (i) the Service; (ii) any CoSo Cloud software provided in connection with the Service; and (iii) all graphics, logos, service marks, and trade names, including third-party names, product names, and brand names used by CoSo Cloud in connection with the Service (the “Marks”). The terms “purchase” and “sale” in reference to the Service notwithstanding, it is expressly agreed by the parties that title to software provided through the Service does not pass to you and your rights with respect to such software will only be that of a licensee. You are welcome to send suggestions on improving the Service, and in doing so, you acknowledge and agree that such suggestions will become the property of CoSo Cloud, and CoSo Cloud has no obligation to compensate you for such suggestions.

b. You or your respective licensors, as applicable, own all right, title, and interest in and to any graphics, logos, service marks, and trade names provided by you in connection with the Service.

5. Content

a. You may upload Content to the Service in connection with your use of the Service. CoSo Cloud does not verify, endorse, or claim ownership of any Content, and you retain all right, title, and interest in and to the Content. Your Content and the Content of Participants may be stored on CoSo Cloud’s servers at your request, as necessary for CoSo Cloud to provide the Service and in accordance with CoSo Cloud’s then-current storage policies. You are solely responsible for Content including making and keeping backup copies of Content. CoSo Cloud shall use commercially reasonable efforts to block the uploading of Content to the Service that contains viruses detected by using industry standard virus detection software. Notwithstanding anything to the contrary herein, CoSo Cloud has no responsibility or liability for the deletion or accuracy of Content, the failure to store, transmit or receive transmission of Content (whether or not processed by the Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Service. Certain features of the Service enable you to specify the level at which such Service restricts access to your Content. You are solely responsible for applying the appropriate level of access to your Content.

6. Third Party Services and Links

a. **Sale of Third Party Services.** CoSo Cloud may from time to time promote, offer for sale, or sell certain products and services offered by third parties (“Third Party Services”), including product or service offerings by PGi and Adobe. Third Party Services are not owned, created, developed, managed or controlled by CoSo Cloud. CoSo Cloud has no control over, assumes no responsibility for the performance, quality, fitness for any particular purpose, content, or practices of any Third Party Services. If you access
any Third Party Services through the Service, you do so at your own risk, and you acknowledge that neither these Terms and nor any other CoSo Cloud policy, including the Privacy Policy, apply to your use of such Third Party Services. Your use of any Third-Party Services is subject to and governed by the terms, end-user license agreements, or other agreements applicable to any such Third Party Services COSO CLOUD, ITS AFFILIATES, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, RESELLERS, LICENSORS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY RELATING TO THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT.

b. Links. CoSo Cloud may provide links to other Web sites or resources as part of the Service as a convenience to you. CoSo Cloud is not responsible for the contents, products or services on any third-party site, and the inclusion of any link does not imply that CoSo Cloud endorses the content on such third-party sites. You may visit such third party sites solely at your own risk.

7. Acceptable Use Policy.

a. You represent and warrant that you are the owner, licensor, or authorized user of all Content or that you have the right to upload Content to the Service. You represent and warrant that:

b. You agree that you will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that:

   i. advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities;

   ii. infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or CoSo Cloud, or any rights of publicity or privacy of any party;

   iii. attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate;

   iv. promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity;

   v. is harmful to minors;

   vi. contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Personal Data, or property of another; or

   vii. violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).
You further agree not to:

i. introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party’s computer or property or information;

ii. use the Service in any manner that could damage, disable, overburden, or impair any CoSo Cloud server, or the network(s) connected to any CoSo Cloud server or interfere with any other party’s use and enjoyment of the Service;

iii. attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any CoSo Cloud server or to the Service, through hacking, password mining, or any other means;

iv. obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service;

v. host, on a subscription basis or otherwise, the Service, including any related application, (A) to permit a third party to use the Service to create, transmit, or protect any content, or (B) to conduct conferences, online meeting services, or training sessions for a third party;

vi. engage in any systematic extraction of data or data fields, including without limitation e-mail addresses;

vii. disclose, harvest, or otherwise collect Personal Data, including e-mail addresses, or other private information about any third party without that party’s express consent;

viii. transmit junk mail, spam, surveys, contests, pyramid schemes, chain letters, or other unsolicited e-mail or duplicative messages;

ix. sell, lease, or rent access to or use of the Service, or otherwise transfer any rights to use the Service under this Agreement (including without limitation, on a timeshare or service bureau basis);

x. defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or

xi. upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

d. Misuse of Service. You agree to notify CoSo Cloud immediately if you become aware at any time during the Term that the Service is being misused or used by an unauthorized user.

e. Investigations. CoSo Cloud does not generally monitor user activity occurring in connection with the Service. If CoSo Cloud becomes aware, however, of any possible violations by you of this Section or any other provision of this Agreement, CoSo Cloud reserves the right to investigate such violations. If, as a result of such investigation, CoSo Cloud believes that criminal activity has occurred, CoSo Cloud reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. CoSo Cloud is entitled, except to the extent prohibited by applicable law, to disclose any information, including Personal Data, about you in CoSo Cloud’s possession in connection with your use of the Service to law enforcement or other government officials, as CoSo Cloud in its sole discretion believes to be necessary or appropriate.
8. Confidentiality and Personal Data.

a. **Participant Personal Data.** As between CoSo Cloud and you, you are the Data Controller and CoSo Cloud is the Data Processor of all Personal Data of Participants submitted through the Service. You shall have sole responsibility for any and all Personal Data of Participants used and submitted in connection with the Service, and CoSo Cloud shall have no responsibility in connection thereto. You shall comply with all data protection and privacy laws and rules applicable to Personal Data of Participants.

b. **Confidentiality.** “Confidential Information” means (i) any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, algorithms, business plans, customer data, customer lists, customer names, designs documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets or any other information which is designated as “confidential,” “proprietary” or some similar designation and (ii) any information otherwise obtained, directly or indirectly, by a receiving party through inspection, review or analysis of the materials described in clause (i). Information disclosed orally shall be considered Confidential Information only if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information of a third party that is in the possession of one of the parties and is disclosed to the other party under this Agreement. Confidential Information includes. Confidential Information shall remain the sole property of the disclosing party or its licensors.

c. **Nondisclosure.** The parties agree, both during the term of this Agreement and for a period of five (5) years (or, as applicable, with respect to Confidential Information that is a trade secret, for an indefinite period) after its termination, to hold each other’s Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees and consultants performing services for the benefit of the receiving party who are under obligations protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement. A receiving party facing legal action to disclose Confidential Information of the disclosing party shall promptly notify and provide the disclosing party the opportunity to oppose such disclosure or obtain a protective order and shall continue to treat such information as Confidential Information. This Section 8(c) shall not be construed as granting or conferring any rights to either party by license or otherwise, expressly or implicitly, to any Confidential Information.

d. Exceptions to Confidentiality. Information will not be considered as Confidential Information if the receiving party can establish by documentary evidence that the information is or was: (i) lawfully available to the public through no act or omission of the receiving party; (ii) in the receiving party’s lawful possession prior to disclosure by the disclosing party and not obtained either directly or indirectly from the disclosing party; (iii) lawfully disclosed to the receiving party by a third party without restriction on
disclosure; or (iv) independently developed by the receiving party. CoSo Cloud recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor. In the event You receive a FOIA request for information characterized as “confidential” by CoSo Cloud, You shall notify CoSo Cloud and permit it to take any steps it deems necessary to protect the confidentiality of such information, including for example, seeking an injunction in an appropriate forum.

9. Service Level Agreement.

a. Service Availability Objective. CoSo Cloud’s objective is to make reasonable efforts to provide Service Availability of 99.9% as measured on a monthly basis for single-server deployments, 99.99% as measured on a monthly basis for multi-server/clustered deployments (in each case “Service Availability Objective”). Service Availability is defined as the time that the Service is capable of receiving, processing, and responding to requests and calculated as a percentage by dividing the number of minutes the Service is available during the applicable month minus the total number of minutes of Downtime (if applicable) experienced by all users in a given calendar month, all by the number of total minutes in the applicable month, excluding (a) Scheduled Maintenance, (b) Emergency Maintenance; (c) Customer Error Incidents, (d) Force Majeure, (e) Adobe Product Defects, (f) factors outside of CoSo Cloud reasonable control, and (g) errors caused by Customers exceeding provisioned capacity.

b. Remedy for Failure to Achieve Adobe Connect Service Availability Objective. At your request CoSo Cloud will calculate your Service Availability during a given calendar month. In the event that the Service Availability Objective was not met in a given month, then for each day in such month that the duration of the Service unavailability exceeds four (4) continuous hours, you are entitled to receive a one (1) day Service credit up to a maximum of 30 days, subject to the Agreement and requirements of this Section 9 (Service Level Agreement).

c. Service Credit Claims. CoSo Cloud will only consider the Service unavailable if you opened a trouble ticket relating to the Service unavailability with the CoSo Cloud customer support department within three (3) business days of the Service unavailability. To obtain a credit for CoSo Cloud’s failure to meet the Service Availability Objective, you must request such credit in writing no later than the calendar month following the month of the Service unavailability giving rise to your credit request. In the event of a conflict between the data in your records and CoSo Cloud’s records, the data in CoSo Cloud’s records shall prevail. If you purchased the Service on a monthly or pay-per-use basis, you are not eligible for any credits arising from or relating to Service unavailability. Any Service credit due hereunder will be applied to your account at the conclusion of the then-current term for the applicable Service. The Service credit offered in this Section 9 shall be your sole and exclusive remedy for any failure of the Service or any failure of CoSo Cloud to meet the Service Availability Objective. Any unused Service credits shall expire upon termination of this Agreement.
d. Definitions.

   i. “Scheduled Maintenance” is defined as any maintenance performed during CoSo Cloud’s standard maintenance windows:
      i. US Data Centers: 21:00 Friday ET to 06:00 ET Saturday
      ii. European Data Centers: 17:00 Saturday BST to 23:00 BST Saturday
      iii. Asian Data Centers: 00:00 Sunday HKT to 06:00 HKT Sunday
      iv. Any maintenance window(s) defined in the Master Service Agreement.
      v. Any other maintenance of which you are given at least forty-eight (48) hour advance notice.

CoSo Cloud may perform maintenance on some or all of the Service in order to upgrade hardware or software that operates or supports the Service, implement security measures, or address any other issues it deems appropriate for the continued operation of the Service.

   ii. “Emergency Maintenance” is defined as any period of time in which your environment is modified for the purposes of stabilizing or securing the system in response to immediate threats. CoSo Cloud’s will make all reasonable attempts to advance notify prior to Emergency Maintenance periods.

   iii. “Customer Error Incident” is defined as any Service unavailability resulting from your applications, Content, or your equipment, or the acts or omissions of any user of the Service.

   iv. “Force Majeure” is defined as acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, orders, or restrictions, denial of service attacks and other malicious conduct, utility failures, or any other cause of Service unavailability that was beyond CoSo Cloud’s reasonable control.

10. Term and Termination.

   a. Term. This Agreement will continue until terminated in accordance with the provisions below. Individual orders will continue for the periods specified in the applicable Order Form(s) and renewal provisions. If an Order Form does not provide an initial term or renewal provisions, each order will be for a one-year period and may be renewed for additional one-year periods by executing an order in writing.

   b. Termination.

      1. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, CoSo Cloud shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer subject to CoSo Cloud’s right to appeal the decision and/or file suit consistent with FAR 52.233-1(f).

   c. Effect of Termination. Upon termination of this Agreement, you must immediately cease using the Service. CoSo Cloud reserves the right to delete any data files associated
with Content, Personal Data, or your or use of the Service upon termination of the Service. The following Sections of this Agreement shall survive termination of this Agreement: 1, 3, 10(c), 7, 8, 11, 12 and 13.

11. Limited Warranties

a. COSO CLOUD WARRANTS THAT THE SERVICE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE BASIS” “WITH ALL FAULTS” AND WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW, COSO CLOUD, ITS AFFILIATES, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, RESELLERS, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE, THIRD PARTY SERVICES AND ADD-ONS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COSO CLOUD DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE, OR THAT COSO CLOUD’S SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT COSO CLOUD’S SECURITY PROCEDURES AND MECHANISMS WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO INFORMATION OR CONTENT BY THIRD PARTIES.

12. Limitation of Liability

a. NEITHER COSO CLOUD NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE, ANY THIRD PARTY SERVICE OR ADD-ON (INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, OR THE LIKE), AND BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTE, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF COSO CLOUD OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

b. COSO CLOUD’S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF $100 AND THE AMOUNT PAID BY YOU FOR THE SERVICEIN THE LAST TWELVE
(12) MONTHS, IF ANY. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE MUST BE FILED WITHIN YEARS AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. COSO CLOUD’S SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY REASON.

12. Miscellaneous

a. **Export Control Laws.** The export and re-export of certain software and Content are controlled by the United States Export Administration Regulations, and such software and Content may not be exported or re-exported to Cuba, Iran, Libya, North Korea, Sudan, Syria, or any country to which the United States embargoes goods. In addition, certain software and Content may not be distributed to individuals who are on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. You warrant that you are not a national of Cuba, Iran, Libya, North Korea, Sudan, Syria or any country to which the United States embargoes goods, and that you are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. You further warrant that you will abide by U.S. and other applicable export control laws.

b. **Open Source Notice.** CoSo Cloud may distribute third party open source software programs with the Software either incorporated into the Software or provided separately. These third party programs are subject to their own additional license terms, none of which require notice, attribution, payment, disclosure or license back of any Customer information. A list of open source software programs delivered with the Software can be found in the readme.txt file in the Documentation.

c. **Third Party Software Licenses.** These Terms of Service are different from the software product license agreements, which can be found on software vendor websites, including the Adobe Connect EULA found here.

d. **Language.** It is the express wish of the Parties that the Agreement and all related documents have been drawn up in English and that the English version of this Agreement shall be the sole version used in interpreting and enforcing this Agreement.

e. **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

f. **Integration; Amendment; Enforcement of Rights.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.
g. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

h. **Headings.** Headings contained in this Agreement are for convenience of reference only and do not form part of this Agreement. A word importing the singular includes the plural and vice versa. Gendered pronouns are used for convenience and are intended to refer the masculine or feminine, as applicable.

i. **Assignment.** This Agreement is personal to the Customer originally licensed and may not be assigned, whether by operation of law or otherwise, except that either party may assign this Agreement or any Software license to its successor in the event of a merger, acquisition or sale of all or substantially all of the assets of such party or an applicable business unit in accordance with the provisions of FAR 42.1204. Any other purported assignment shall be void.

j. **Notices.** Every notice or other communication required or contemplated by this Agreement by either party shall be delivered to the other party at the address on the cover page or Order Form by: (i) personal delivery; (ii) postage prepaid, return receipt requested, registered or certified mail; (iii) internationally recognized express courier, such as Federal Express, UPS or DHL; or (iv) facsimile or email with a confirmation copy sent simultaneously by postal mail. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given. A party may change its address by providing notice to the other party in accordance with this paragraph.

k. **Governing Law.** This Agreement shall be governed by and construed in accordance with Federal laws of the United States of America.

l. **Reserved.**

m. **Counterparts.** This Agreement may be executed by written or electronic signature and delivered in multiple counterparts, including facsimile, PDF, or other electronic counterparts, all of which will constitute one and the same instrument and agreement.
General Support SLA

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CoSo Cloud Training Customer Hub
Support Hours

CoSo Cloud Support hours are 9:00am - 8:00pm EST

Issues that are logged outside of these hours via the CoSo Cloud Customer Hub will be acknowledged as they come in and will be triaged during normal Support hours.

Support Channels

2. Email: support@esycnt raining.com. Messages sent to the support email automatically logs a ticket in our system which will be viewable when the customer logs in to the portal.
3. Support Hours Phone: 1-800-348-6110 (extension 2)

Issue Priorities

The following is an outline of issue priorities along with some basic examples. It should be noted that issue priorities may change based on the nature of individual experience.

<table>
<thead>
<tr>
<th>Priority 4</th>
<th>Questions and basic inquiries; how-to's.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 3</td>
<td>Non-business impacting. This may include such requests as application setup issues, last minute license updates.</td>
</tr>
<tr>
<td>Priority 2</td>
<td>Some business impact. This may include a group of uses not being able to access the system, sync issues, ransom errors.</td>
</tr>
<tr>
<td>Priority 1</td>
<td>Business is impacted. Full system outage.</td>
</tr>
</tbody>
</table>
Support Response Times

CoSo Cloud Support understands the urgency of all issues and inquiries and will strive to respond to all as soon as possible. New tickets will be vetted and routed appropriately based on priority. Tickets that are logged after hours are triaged and responded to at the beginning of the next business day.

CoSo Cloud Support will work to provide updates either as they are available, or at least every two business days.

Ticket Lifecycle

New Queries

Queries include product and service issues, requests, or questions.

All incoming queries, regardless of the channel, will be logged in the Customer Hub, assigned a ticket number, and triaged appropriately.

A ticket is automatically created when queries logged in the Customer Hub or via the Support email.

If a query is made by phone, then a ticket will be created by CoSo Cloud Support and the system will send out an email with the ticket details.

Communication Flow

All interactions will be logged in corresponding ticket. The Customer Hub allows customers to add new comments directly from the Ticket Details page. As well, customers can reply to ticket emails. The latest response will be automatically added to the ticket and is visible to both the customer and the Support Agent.

If a customer emails CoSo Cloud Support regarding a ticket, the update is logged within the system. Replies and updates can be made via the email thread or the Customer Hub.

CoSo Cloud will respond to the customer via the ticket directly; this will send an email to the customer notifying them of an update. As mentioned above, if a customer replies to this email, the latest response will be added to the ticket automatically and is visible to both the customer and the Support Agent.
If a meeting is required to troubleshoot an issue, CoSo Cloud Support will organize a time with the customer.

If an issue has been escalated (detailed in next section), CoSo Cloud Support will update the customer with any and all relevant updates from Development and will strive to update the customer at least every two days in order to keep them abreast of progress and ensure that this is logged in the case.

Issue Escalation

Issues that cannot be solved at the first tier Support level will be escalated internally. Escalation response times will vary depending on the nature and severity of the issue and are triaged at the Development level. Escalations that are urgent and have a high business impact will be given priority over less urgent issues.

Real Time Escalation (aka: All Hands On Deck) will be available for urgent issues that pose significant business impact (e.g. full system down during business hours).

Ticket Resolution

Tickets will be marked as Resolved and then closed for the following reasons:

*Full Resolution:* The reported issue has been fixed and the customer has verified and all questions have been answered to the customers satisfaction.

*Issues Not Related to CoSo Cloud:* If the issue is proven to be outside of CoSo Cloud’s product offerings or control (e.g. an operating system issue) CoSo Cloud will provide Best Effort support in order to provide the customer any information they may need to contact the third party. Once this is complete, the case will be marked as resolved.

*No Response From Customer:* If there has been no response from the customer for a period of 15 consecutive business days while the Support agent has attempted contact no less than 3 times, the case will be marked as Closed.

Note that when a case is marked as resolved, Support will note the resolution as the last comment in the case to be sure it is documented.
CoSo Cloud Customer Hub

The Customer can provide the contact information (names and emails) of those who require access to the Customer Hub. Once setup, each contact will receive an email from the system where they can set their password.

Maintenance/Updates/Patches

New, full releases are normally done over the weekend in order to cut back on interruptions. If an emergency release is required, the customer is notified prior to any maintenance being performed so that appropriate steps can be taken to alleviate any interruptions to business. We make every effort to keep customers up to date regarding new releases via the Customer Hub.