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.

9. Service Level Agreement.

(a) Service Availability Objective. ConnectSolutions'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, and 99.99% for CoSo Cloud for Microsoft Lync or Microsoft Skype for Business 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) Microsoft Product Defects, (g) factors outside of ConnectSolutions reasonable control, and (h) errors caused by Customers exceeding provisioned capacity.

(b) Remedy for Failure to Achieve Adobe Connect Service Availability Objective. At your request ConnectSolutions 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) Remedy for Failure to Achieve Microsoft Lync or Microsoft Skype for Business Service Availability Objective. At your request ConnectSolutions will calculate your Service Availability during a given calendar month. In the event that the Microsoft Lync or Microsoft Skype for Business Service Availability Objective was not met in a given month, then for each one (1) hour of downtime, 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).

(d) Service Credit Claims. ConnectSolutions will only consider the Service unavailable if you opened a trouble ticket relating to the Service unavailability with the ConnectSolutions customer support department within three (3) business days of the Service unavailability. To obtain a credit for ConnectSolutions' 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 ConnectSolutions' records, the data in ConnectSolutions' 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 ConnectSolutions to meet the Service Availability Objective. Any unused Service credits shall expire upon termination of this Agreement.

(e) Definitions.

(i) "Scheduled Maintenance" is defined as any maintenance performed during ConnectSolutions' standard maintenance windows: (i) US Data Centers: 21:00 Friday EST to 03:00 EST Monday inclusive, and weekdays between 21:00 EST and 03:00 EST; (ii) European Data Centers: 21:00 Friday GMT to 03:00 GMT Monday inclusive, and weekdays between 21:00 GMT and 03:00 GMT; (iii) Asian Data Centers: 21:00 Friday HKT to 03:00 HKT Monday inclusive, and weekdays between 21:00 HKT and 03:00 HKT; or (iv) Any other maintenance of which you are given at least forty-eight (48) hour advance notice. ConnectSolutions may perform maintenance on some or all of the

14

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. ConnectSolutions'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 ConnectSolutions' reasonable control.

(v) "Downtime" is defined as any period of time when more than one customer employee is unable to participate in a conversation or conference using the Lync client, excluding the web and mobile clients and excluding conversations or conferences from Public IM Connectivity (PIC) and Federation connections. Downtime does not include the period of time when the Service is not available as a result of: (A) Scheduled Downtime or scheduled network, hardware, or service maintenance or upgrades; (B) the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to ConnectSolutions's network by means of Customer's passwords or equipment; (C) Customer requested changes; (D) or network connectivity beyond control of ConnectSolutions.

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.

(b) Termination.

(i) By ConnectSolutions. ConnectSolutions may at any time and upon written notice to you terminate this Agreement and your access to the Service, or suspend or restrict your access to the Service in whole or in part, if:

(1) you breach this Agreement and do not cure such breach within thirty business days of receiving written notice of the breach from ConnectSolutions; or

(2) immediately if ConnectSolutions determines in its sole and exclusive judgment that terminating your access to the Service is advisable for security reasons, to protect ConnectSolutions from liability, or for the continued normal and efficient operation of the Service.

(c) Effect of Termination. Upon termination of this Agreement, you must immediately cease using the Service. ConnectSolutions 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. Disclaimer Of Warranties.

(a) 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, CONNECTSOLUTIONS, 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, CONNECTSOLUTIONS DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE, OR THAT CONNECTSOLUTIONS' SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS,