

EXHIBIT A

COHERE CLOUD SERVICES LLC

CLOUD SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

1. THE CLOUD SERVICES AGREEMENT.

The General Terms and Conditions set forth in this document (hereinafter referred to as the "Terms and Conditions") apply to your purchase and use of the Services (as defined below) provided by Cohere Cloud Services LLC ("Cohere").

This Cloud Services Agreement incorporates the following documents by reference: (i) the Customer Service Order Agreement that describes the Services you are buying as well as the related fees and Services Term; (ii) these General Terms and Conditions containing the general terms and conditions applicable to all Services, and (iii) the Cohere Acceptable Use Policy. When we use the term "Cloud Services Agreement" or "Agreement" in any of these documents, we are referring collectively to all of them. The Agreement is effective as of the last date the Customer Service Order Agreement is executed between you and Cohere.

2. DEFINED TERMS.

Some words used in the Agreement have particular meanings:

"Acceptable Use Policy" or **"AUP"** means the Cohere Acceptable Use Policy posted at www.coherecomm.com as may be amended from time to time by us in our sole discretion.

"Affiliate" or "affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Billing Commencement Date (BCD)" means, for each of the Services, the earlier of (i) the date on which you use (except during the Acceptance Period) the Services or (ii) the date Cohere notifies you in writing that the installation of the Services is complete. You will have three (3) business days after such use or notification to notify Cohere of any deficiency ("Acceptance Period"). Such notice to Cohere shall include a detailed written description of the deficiency in the Service. The Services shall be deemed accepted by you unless you provide Cohere with written notice to the contrary during the Acceptance Period. Upon timely written notice to Cohere of a deficiency, (i) Cohere will take commercially reasonable efforts to remedy the Services deficiency and notify you of such remedy at which time a new Acceptance Period shall begin, and (ii) Cohere will delay billing until the Services are accepted in accordance with this provision.

"Business Day" or **"Business Hours"** means 9:00 a.m.–5:00 p.m. Monday through Friday, United States eastern time, excluding federal public holidays in the United States and holidays otherwise observed by Cohere.

"Cloud Services" means Cohere's provision for your use of the specific services and features described in the Customer Service Order Agreement.

"Cohere", "we", "us", and "our" means Cohere Cloud Services LLC.

"Confidential Information" means all information disclosed by one of us to the other, whether before or after the effective date of this Agreement, that the recipient should reasonably understand to be confidential including: (i) for you, all information transmitted to or from, or stored on, your Hosted System, (ii) for Cohere, unpublished prices and other terms of service, audit and security reports, product development plans, data center designs (including non-graphic information you may observe on a tour of a data center), and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Confidential information shall also include any information disclosed in writing, verbally, or visually that, due to its character, nature, or method of transmittal, a reasonable person under like circumstances would treat as confidential and proprietary, even in the absence of a "confidential" or "proprietary" designation on such information and the absence of any subsequent written confirmation or identification of such information. Information that is independently developed by one of us, without reference to the other party's Confidential Information, or that becomes available to one of us other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

"Content" means any and all information, files, applications, email, software (including machine images), data, text, audio, music, graphics, recordings, programs, video, images, or other media or content you or any End User (a) cause to interface with the Services, (b) upload to the Services under your account, or (c) install, upload, store, or transfer on, from or through the Cloud Services.

"End User" or **"end user"** or **"User"** means any individual or entity that directly or indirectly through another user: (a) accesses or uses your Content; or (b) otherwise accesses or uses the Services under your account.

“Hosted System” means a combination of hardware, software and networking elements that comprise an information technology system. Depending on the Services you are buying from us, the Hosted System may consist of a dedicated system for your use only, or the right to use certain parts of a shared multi-tenant system that Cohere maintains for many customers, or a combination of some dedicated elements and some shared elements.

“Customer Service Order Agreement” means the written agreement document describing the specific Hosted System, Cloud Services, and/or Supplementary Services you are subscribing to from Cohere as well as the agreed upon fees, term commitment, and any other terms and conditions contained in such document, all of which are incorporated by reference into this Agreement.

“Services” means the specific Cloud Services ordered by you as described in the Customer Service Order Agreement.

“Supplementary Services” means those services (e.g., database administration services, training, assistance or support for the application that you operate on your Hosted System), other than the Cloud Services, which you purchase from Cohere pursuant to the Customer Service Order Agreement or a separate written agreement or Statement of Work executed by both parties.

“you” and **“your”** means the customer entering into and executing the Customer Service Order Agreement.

3. OUR OBLIGATIONS AND DISCLAIMERS.

3.1 Cohere’s obligation to provide Services is contingent on your satisfaction of Cohere credit approval criteria. Cohere will provide the Cloud Services in accordance with the Customer Service Order Agreement. Cohere will perform any Supplementary Services in a good and professional manner. Subject to the terms of the Agreement, the Cloud Services will be provided during the Services Term Commitment set forth in the Customer Service Order Agreement and during any Renewal Term. Following the expiration of Services Term Commitment, this Agreement shall automatically renew for successive terms that are identical in length to the original Services Term Commitment (each, a “Renewal Term”) unless and until either party notifies the other party in writing at least ninety (90) days prior to the end of the initial Services Term or Renewal Term then in effect that it does not wish to renew the Agreement.

3.2 Cohere represents and warrants the following: (i) Cohere will comply with all applicable laws respecting the performance by Cohere of its duties and responsibilities under this Agreement; and (ii) Cohere’s execution of this Agreement and provision of the Services do not breach

any other agreement or obligation to which Cohere is or was a party.

3.3 Any public or private IP address allocated for you to use as a part of the Cloud Services will remain allocated to you until (i) you request a new IP address or a new IP address block; (ii) your Cloud Services are terminated for any reason; or (iii) we decide to change any IP address, which we may do at any time and in our sole discretion by providing you with ten (10) days’ prior notice of the change in accordance with the notice provisions below. Upon termination of this Agreement, you may no longer use any IP addresses or address blocks that we provided for your use in connection with the Cloud Services. Any customer on a shared multi-tenant system is subject to having its IP address changed at any time without prior notice.

4. YOUR OBLIGATIONS.

4.1 Your installation of, use of, and access to the Services is at your sole discretion and risk and you are solely responsible for any damages to your equipment, software, and the loss of your Content that results from the use thereof. You are also responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, any End User, your employees, or a third party (including your customers, contractors, or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen.

4.2 You are solely responsible for the selection, compatibility, licensing, development, accuracy, performance, operation, maintenance, and support of all Content. We may immediately (and without prior notice) block access to any Content on the Cloud Services (i) that we believe violates the law, misappropriates or infringes the intellectual property rights of a third party, or violates the terms and conditions of this Agreement; or (ii) pursuant to the Digital Millennium Copyright Act, a subpoena, or an order issued by a court or government agency.

4.3 You acknowledge that you bear the sole responsibility for the security of the Cloud Services. You must use reasonable security precautions in connection with your use of the Cloud Services. You agree to implement security measures that are commercially reasonable for your use of the Cloud Services, including, without limitation, encryption technologies, password and user ID requirements, and procedures regarding the application of security patches and updates. You agree to keep your password and other account details secret, and not share them with anyone else, in order to prevent unauthorized access to your account. NEITHER COHERE NOR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR ANY UNAUTHORIZED ACCESS (E.G., HACKING) INTO THE CLOUD SERVERS, THE CLOUD

SERVICES, OR YOUR TRANSMISSION FACILITIES, PREMISES OR EQUIPMENT, OR FOR UNAUTHORIZED ACCESS TO YOUR CONTENT, PROGRAMS, PROCEDURES, OR INFORMATION THEREON, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

4.4 If your contact information or other account information changes, you must update your account details promptly. After you create your Cohere account, you may upload, download and access your Content and materials submitted by you for which you have a legal right to copy, publish, share, store, or otherwise use. You must comply with all laws applicable to your use of the Services and with the Acceptable Use Policy. You must cooperate with Cohere's reasonable investigation of Service outages and interruptions, security problems, and any suspected breach of the Agreement. You are responsible for keeping your account permissions, billing, and other account information up to date using the Cohere administrative portal or through contacting Cohere's help desk. You must pay when due the fees for the Services stated in the Customer Service Order Agreement or any other agreement between us.

4.5 You shall not use the Services or the Cohere network or infrastructure to transmit, distribute or store material: (i) that violates any law or regulation, (ii) which materially interferes with or adversely affects the Cloud Services, the Cohere network or any infrastructure, or any third party, and/or (iii) that is tortious or violates any third party right or Cohere's AUP. The AUP is part of this Agreement. You are required to use the Cloud Services in accordance with the AUP. You agree to cooperate with any reasonable investigation by us regarding an actual or potential violation of the AUP

4.6. Any third party content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we do not test or screen any third party content, your use of any third party content is at your sole risk and liability.

4.7 You are solely responsible for selecting the Cohere Services that are most suitable for your business needs. You are also responsible for properly using the Services and taking your own steps to maintain appropriate security and protection of all of your Content stored on the Services, which may include the use of encryption technology to protect your Content from unauthorized access and/or use. You may not sell, transfer or sublicense any of the Services to any other entity or person, except that you may retain agents and contractors to assist with your use of the Services.

4.8. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, your Content, or use of the Services. You are responsible for your End Users' use of your Content and the Services. You will ensure that all End Users comply with your obligations under this

Agreement. If you become aware of any violation of your obligations under this Agreement by an End User, you will immediately terminate such End User's access to your Content and the Services.

4.9 You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to your Content or you are authorized to use your Content in accordance with this Agreement; (b) you have all rights in your Content necessary to grant the rights and comply with your obligations contemplated by this Agreement; and (c) none of your Content or End Users' use of your Content or the Services will violate the Acceptable Use Policy or any applicable law.

4.10 You represent and warrant to us that (i) the information you provide in connection with your registration for, subscription to, and use of the Cloud Services is accurate and complete; (ii) no Content you upload to or store on the Cloud Services is illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) you accurately and adequately disclose how you collect and treat data collected from visitors to any website or users of any application you offer on the Cloud Services; (iv) your use of the Cloud Services will comply with all applicable laws, rules and regulations; (v) you will not attempt to circumvent or disable any of the security-related, management or administrative features of the Cloud Services; (vi) you have obtained all consents and licenses required for you and us to legally access and use all software you place on the Cloud Services without infringing any ownership or intellectual property rights; (vii) the execution and delivery of this Agreement will not conflict with or violate any provision of your charter, by-laws or other governing documents; and (viii) you have otherwise taken all necessary steps to legally execute this Agreement.

4.11 You may not use the Cloud Services for any application where a failure of those Cloud Services could result in death, serious injury, environmental damage, or property damage. Examples of prohibited uses include medical life support devices, water treatment facilities, nuclear facilities, weapons systems, chemical facilities, mass transportation, aviation, and flammable environments. You acknowledge that we make no assurances that the Cloud Services are suitable for any high-risk use.

4.12 EMAIL SERVICES.

4.12.1 Access. You may access your email services over the web via the Cohere Cloud Services control panel or a mutually agreed email client.

4.12.2 Management of the Service. Cohere will provision your initial email environment and add mailboxes. Unless otherwise set forth in the Customer Service Order Agreement, you are responsible for managing your email service, including adding wireless or other service components, adding storage capacity, managing settings, and configuring spam filters.

4.12.3 Filtering. Cohere will make commercially reasonable efforts to provide email filtering services designed to filter spam, phishing scams, and email infected with viruses but does not guarantee that it will be able to prevent any spamming, phishing, and/or viruses. Cohere recommends that you employ additional security measures, such as a desktop virus scanner and firewalls, on computers that are connected to the internet. Cohere will use commercially reasonable efforts to deliver your email messages. Third party filtering services may from time to time prevent successful delivery of your email messages. You acknowledge that the technological limitations of the filtering service will likely result in the capture of some legitimate email and the failure to capture some unwanted email, including email infected with viruses. You hereby release Cohere and its employees, agents, affiliates, and third party suppliers from any liability for damages or any claim arising from the failure of Cohere's filtering services to capture unwanted email or any email infected with a virus from the capture of legitimate email, or from a failure of your or any End User's email to reach its intended recipient as a result of a filtering service used by the recipient or the recipient's email service provider.

4.12.4 Memory Limitations. Email that exceeds the storage limit when received may be permanently lost. You may adjust the storage capacity of your individual mailboxes by contacting the Cohere Helpdesk or submitting a ticket to Cohere, and it is your obligation to monitor and adjust the storage capacity of individual mailboxes as needed. An individual email message that exceeds the per-message size limit of 25 MB (including attachments) may also be permanently lost.

4.12.5 Content Privacy. Your email messages and other items sent or received via the email service will include: (i) the content of the communication ("email content"), and (ii) certain information that is created by the systems and networks that are used to create and transmit the message (the "message routing data"). The email content includes things like the text of email messages and attached media files, and is generally the information that could be communicated using some media other than email (e.g., a letter, telephone call, CD, DVD, etc.) The message routing data includes information such as server hostnames, IP addresses, timestamps, mail queue file identifiers, and spam filtering information, and is generally information that would not exist but for the fact that the communication was made via email. The email content of your items is your Confidential Information and is subject to the restrictions on use and disclosure described in these General Terms and Conditions. However, you agree that we may view and use the message routing data for our general business purposes, including maintaining and improving security, improving our services, and developing products. In addition and subject to applicable law, you agree that we may disclose message routing data to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

4.12.6 Usage Data. We collect and store information related to your use of the Cloud Services, such as use of SMTP, POP3, IMAP, and filtering choices and usage. You agree that we may use this information for our general business purposes and may disclose the information to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

4.12.7 Email Campaigns & Relays. The Cloud Services are limited to the following thresholds and obligations with regard to the distribution and/or forwarding of any bulk or commercial email: (i) any email originating from an exchange email client (e.g., OWA, Outlook, ActiveSync, etc.) shall not be sent to more than fifteen hundred (1,000) recipients per day from any individual email account unless otherwise agreed to in writing by Cohere; (ii) in the aggregate, neither you nor your organization are allowed to send more than two-hundred and fifty (250) email messages every twenty minutes; and (iii) if you or your organization need to forward or relay any email message(s) from any third party application or system (scanners, accounting applications, salesforce.com, etc.), you shall not forward or relay more than fifteen hundred (1,500) email messages on a daily basis and/or more than 500 email messages per hour.

5. PROMISES WE DO NOT MAKE.

5.1 We do not promise that the Cloud Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information, Content, and property.

5.2 (a) THE CLOUD SERVICES ARE PROVIDED "AS IS", "WHERE IS", "AS AVAILABLE" AND "WITH ALL FAULTS". EXCEPT AS EXPRESSLY STATED IN SECTION 3.2 ABOVE, WE AND OUR AFFILIATES, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE CLOUD SERVICES OR ANY THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICES OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR ANY THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW OR OTHERWISE STATED IN SECTION 3.2 ABOVE, WE AND OUR AFFILIATES, SUPPLIERS, AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, RELIABILITY, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. COHERE DOES NOT WARRANT THAT THE SERVICES WILL MEET

YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT ANY ENCRYPTION ALGORITHMS AND ANY OTHER SECURITY MEASURES WILL BE SECURE OR EFFECTIVE. YOU UNDERSTAND AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COHERE, ITS EMPLOYEE, AGENT, OR CONTRACTOR, SHALL CREATE ANY ADDITIONAL COHERE WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF COHERE'S OBLIGATIONS HEREUNDER.

(b) THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION AND CONTENT OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT COHERE DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (1) VIRUSES, WORMS, TROJAN HORSES AND OTHER UNDESIRABLE DATA OR SOFTWARE, OR (2) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR CONTENT, DATA, WEBSITES, DEVICES AND NETWORKS. COHERE IS NOT RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR ACCOUNT, YOUR CONTENT AND DATA, AND YOUR EQUIPMENT AND DEVICES. YOU ACKNOWLEDGE AND AGREE THAT COHERE SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE CONTACT OR OTHER INFORMATION, INCLUDING, BUT NOT LIMITED TO, YOUR FAILURE TO RECEIVE CRITICAL INFORMATION ABOUT THE SERVICES.

5.3 We will back up your data in accordance with the backup service you purchased as set forth in the Customer Service Order Agreement. If you purchase backup services, we do not promise to retain the data backup for longer than the agreed upon data retention period.

5.4 NO SUPPORT, ADVICE OR INFORMATION RELATING TO THE CLOUD SERVICES THAT YOU OBTAIN FROM COHERE OR FROM ANY THIRD PARTY, OR THAT YOU OBTAIN THROUGH THE CLOUD SERVICES, WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY WRITTEN IN THIS AGREEMENT.

6. UNAUTHORIZED ACCESS TO YOUR DATA OR USE OF THE SERVICES. Cohere is not responsible to you or any third party for unauthorized access to your Content or any Content stored on the Cloud Services or the unauthorized use of the Services. You are responsible for the use of the Services by any employee of yours or any End User, any person you authorize to use the Services, any person to whom you have given access to the Services, and any person who gains access to your Content or data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorized by you.

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7. PAYMENTS, BILLING DISPUTES, AND TAXES ON SERVICES.

7.1 The calculation of all fees for Services will be based solely on our records and data. All computing overheads, including storage and bandwidth, will be included in the calculation of your fees. Fees for a particular server will begin to accrue when the server is associated with your Cloud Services account. You are solely responsible for all fees relating to servers and storage that are associated with your Cloud Services account and for any fees that you incur until they are deactivated. All Cohere invoices are due upon receipt and all payments must be made in U.S. currency. You shall pay monthly recurring charges for any partial month during the initial term or any Renewal Term on a pro rata basis. In addition to the Services charges, you shall also pay all applicable taxes and any third party charges (e.g., installation, local access). Any amount not received by Cohere within thirty (30) days of the date of the Cohere invoice will be subject to interest at the lesser of 1 1/2% per month or the highest rate permitted by applicable law plus any attorneys' fees and costs incurred by Cohere in collecting any such amounts. Billing for each of the Services shall commence on the Billing Commencement Date. Except as otherwise set forth in the applicable Customer Service Order Agreement, (a) monthly recurring charges ("MRCs") will be billed monthly in advance, (b) varying or usage-based charges will be billed monthly in arrears and (c) installation or other non-recurring charges will be billed upon the Billing Commencement Date. If Cohere is unable to deliver the Services on time due to the delay of you or your End User, customer, contractor, and/ or agent, Cohere may commence billing as of the date the Services would have been ready for delivery but for such delay. Cohere will not change the Services rates during the initial Services Term Commitment specified in the Customer Service Order Agreement. The foregoing shall not limit Cohere's right to increase charges: (i) as set forth in a Customer Service Order Agreement; or (ii) during any Renewal Term.

7.2 If you believe that you have been charged in error, or if you believe that you are due a credit or refund in accordance with the terms of this Agreement, you must notify Cohere in writing within thirty (30) days after delivery of Cohere's invoice. Any billing disputes must be in writing and include a detailed statement describing the nature and amount of the disputed charge(s) and the reason(s) why a credit or refund is being requested, and sent via certified or overnight mail, return receipt requested, to the attention of:

Billing Department
Cohere Cloud Services LLC.
845 Third Avenue, 16th Floor
New York, New York 10022

You shall cooperate fully with Cohere to promptly address and attempt to resolve the disputed charge(s). If you fail to provide written notice of dispute within the enumerated thirty (30) day deadline, the charges and invoice will be conclusively deemed correct and binding on you.

Irrespective of the foregoing, you shall pay the full amount of any undisputed charges in a timely manner and in accordance with the payment terms set forth in this Agreement.

7.3 All fees charged by Cohere are exclusive of any taxes, duties, levies, or fees. You agree to pay all taxes applicable to your ordering and/or use of the Cloud Services that we are required by law to collect, including, without limitation, transaction, local, value-added, sales, and service taxes. In no event will you be responsible for any taxes on our income. If you are exempt from paying taxes on the Cloud Services, you agree to promptly provide us with reasonable written proof of your tax exempt status.

7.4 If Cohere determines, prior to providing you with access to any Cloud Service, or during the term of this Agreement or any Customer Service Order Agreement, that it requires a deposit to ensure your timely payment, you may be required to provide a security deposit. If Cohere requires a security deposit, the deposit will be held and applied as required by law. Cohere may apply the deposit to past due obligations as well as to any fees or other assessments to your account.

8. EXPORT MATTERS. You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom Cohere is legally prohibited from providing the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles or as otherwise prohibited by law, nor may you provide administrative access to the Services to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under applicable United States export regulations.

9. CHANGES TO THE SERVICES AND ACCEPTABLE USE POLICY.

9.1 We may change, discontinue, or deprecate any of the Services (including the Services as a whole) or change or remove features or functionality of the Services from time to time in our sole discretion. We will notify you of any material change to or discontinuation of the Services.

9.2 We may change the AUP to add or modify restrictions on our customers' use of the Services, provided that the changes are reasonable and consistent with hosting industry norms. If we make a change to the AUP, we will publish a revised version of the AUP at www.coherecomm.com.

9.3 If your compliance with the revised AUP would adversely affect your use of the Cloud Services, and you give us written notice of your objection no later than thirty (30) days following the date that the revised AUP takes effect, we will not enforce the revision as to you until forty-five (45) days following the date the revision would

otherwise have become effective as to you and you will continue to be subject to the prior version of the AUP. During the forty-five (45) day period, you may elect to terminate the Agreement on these grounds by giving written notice to Cohere. We will not charge you an early termination fee for a termination on these grounds. If you do not elect to terminate your use of the Services during the forty-five (45) day period, then the revised AUP will become effective as to you as of the end of the forty-five (45) day period. If you give Cohere written notice of termination of your Services under this Section, we may decide to waive that AUP change as to you and keep your Agreement in place for the remainder of the Services Term Commitment or Renewal Term then in effect.

10. SUSPENSION OF SERVICES.

10.1 We may suspend your or any End User's right to access or use any portion or all of the Services immediately and without liability upon email notice to you if: (i) we reasonably believe that the Services are being used in violation of the Agreement or you are in violation of the Agreement including if you are delinquent on your payment obligations; (ii) you do not cooperate with our reasonable investigation of any suspected violation of the Agreement; (iii) there is an attack on the Hosted System or the Hosted System is accessed or manipulated by a third party without your consent, (iv) we are required by law to suspend your Services, (v) your or an End User's use of the Services (a) poses a security risk to the Services or any third party, (b) may adversely impact the Services or the systems or content of any other Cohere customer, (c) may subject us, any of our affiliates, or any third party to liability, or (d) may be fraudulent; (v) you or any End User use the Services in a manner that results in excessive bandwidth usage, as determined by Cohere, (vi) you or an End User use the Services for any illegal purpose, or to store, backup or distribute any illegal files or data, (vii) you or an End User use the Services to store, backup or distribute material or content protected by intellectual property rights of a third party unless you own or have rights to such material or content; (viii) you or an End User use the Services to store, backup or distribute material that contains viruses, Trojan horses, worms, corrupted files, or any other similar software that may damage the operation of the Services or another person's or entity's equipment or property, (ix) you or an End User directly or indirectly reverse engineer, decompile, disassemble, modify, reproduce or create derivative works of the Services, (x) you or an End User alter or modify any disabling mechanism which may be included in the Services, (xi) you assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, (xii) you remove or alter any proprietary notices (e.g., copyright, trademark notices, legends, etc.) from the Services; or (xiii) there is another event for which we reasonably believe that the suspension of Services is necessary to protect the Cohere network or Services, the Hosted System, and/ or our other customers. If your Hosted System is compromised, then you must address the vulnerability prior to Cohere placing the Hosted System back in service or, at your request, we may be able to perform

this work for you at our standard hourly rates as a Supplementary Service.

10.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Services: (a) you remain responsible for all fees and charges you have incurred through the date of suspension plus all applicable MRCs during the suspension period; and (b) you remain responsible for any applicable fees and charges for any Services to which you continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension.

11. TERMINATION

11.1 Early Termination. If this Agreement is terminated by you prior to the expiration of the initial Services Term Commitment or any Renewal Term and such termination is not due to Cohere's uncured breach as set forth in Section 11.2 below or if Cohere terminates this Agreement pursuant to Section 11.2 or Section 11.3 below due to your uncured breach, you shall pay to Cohere: (a) an early termination charge, which you agree is reasonable, equal to all non-recurring and monthly recurring charges for Cloud Services as set forth in the Customer Service Order Agreement which would otherwise be due through the end of the Initial Term or Renewal Term in effect at the time, including all applicable taxes and fees; (B) for all Services charges accrued but unpaid as of the termination date; and (c) any out-of-pocket expenses incurred by Cohere or imposed on Cohere (e.g., ordered and non-cancellable equipment, licenses, termination charges). For avoidance of doubt, you agree and acknowledge that the foregoing early termination charges shall apply even if you terminate the Agreement and/or any Customer Service Order Agreement prior to the Billing Commencement Date. The parties agree that the precise damages resulting from an early termination by you or termination by Cohere due to your breach are difficult to ascertain and the early termination charges set forth in this Section 11.1 is a reasonable estimate of anticipated actual damages and not a penalty. The early termination charges shall be due and payable within ten (10) days of the effective date of termination.

11.2 Termination for Breach. Either party may terminate this Agreement (or any applicable Customer Service Order Agreement) if the other party (a) is in material breach of this Agreement and such breach is not cured within thirty (30) days after the breaching party's receipt of written notice thereof, or (b) becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt, or if a receiver is appointed over such party's assets. Each party must exercise its right of termination for the other party's uncured material breach within sixty (60) days of discovering the other party's breach of this Agreement or any applicable Customer Service Order Agreement or such specific breach shall be deemed to have been waived. Notwithstanding any other provision of this Agreement, Cohere has the right to suspend Service, and terminate this Agreement for Customer's material breach, immediately upon written

notice if any amount owed by Customer is delinquent for more than thirty (30) days from the invoice date.

11.3 We may also terminate this Agreement for breach if: (i) we discover that the information you provided for the purpose of subscribing to or using the Services is materially inaccurate or incomplete and you fail to provide accurate and complete information within five (5) business days of receipt of written notice from us, (ii) we determine, in our sole discretion, that your use of the Cloud Services poses a threat to the security or performance of our network, the Services, or to any of our customers or suppliers; (iii) we determine, in our reasonable discretion, that your use of the Cloud Services is illegal, or that it misappropriates or infringes the property rights of a third party; (iv) we reasonably believe that your use of the Cloud Services has or will subject Cohere to civil or criminal liability; (v) you fail to make any payment when due or if your credit card is declined and you do not pay the overdue amount within five (5) Business Days of receipt of our written notice; or (vi) you use the Cloud Services in an attempt to gain unauthorized access to computer systems (i.e., "hacking"). We may also terminate the Agreement for breach if you violate the AUP more than once even if you cure each violation, or if your agreement for any other Cohere service is terminated for breach of the acceptable use policy applicable to that service.

11.4 In addition to our right to suspend or terminate the Cloud Services in accordance with this Agreement, we may suspend all or part of the Cloud Services without liability or prior notice to you (i) in order to maintain (i.e., modify, upgrade, patch, or repair) our infrastructure or any Cloud servers; (ii) as we determine may be required by law or regulation; or (iii) as we determine to be necessary to protect our infrastructure and customers from unauthorized access or an attack on the Cloud Services. Notwithstanding the foregoing, we will endeavor in good faith to provide you with advance notice of any suspension or termination under this Section and we will provide you with notice of the suspension or termination as soon as it becomes practicable for us to do so.

11.5 Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; (iii) you will immediately return or, if instructed by us, destroy all Cohere Confidential Information in your possession or control; and (iii) during the thirty (30) day period after the expiration or termination of the Agreement and unless otherwise agreed to in writing between the parties, we will provide you with post-termination Content retrieval assistance only upon a written agreement for Supplementary Services signed by you and us and your prepayment of the applicable fees agreed upon in such written agreement for Supplementary Services. You agree and acknowledge that, effective thirty (30) days after the expiration or termination of the Agreement for any

reason, Cohere has the right, without liability or further obligation, to permanently erase all Content and data stored on the Cohere Cloud Services and Infrastructure.

12. CONFIDENTIAL INFORMATION. Each of us agrees not to use the other's Confidential Information except in connection with the provision, performance or use of the Services, as applicable, the exercise of our respective legal rights under the Agreement, or as may be required by law. Each of us agrees not to disclose the other's Confidential Information to any third person except as follows: (i) to each of our respective employees, service providers, contractors, agents, and representatives on a need to know basis, provided that such service employees, providers, contractors, agents and representatives agree in writing to confidentiality measures that are at least as stringent as those stated in these General Terms and Conditions; (ii) to a law enforcement or government agency if required, or if either of us reasonably believes that the other's conduct may violate applicable criminal law; (iii) as required by law; or (iv) in response to a subpoena or other compulsory legal process, provided that, if permissible to do so, each party agrees to give the other party prompt written notice prior to disclosing Confidential Information under this subsection, unless the law forbids such notice.

The receiving party acknowledges that disclosure of the disclosing party's Confidential Information could cause substantial harm to the disclosing party for which damages alone might not be a sufficient remedy and, therefore, that, upon any actual or threatened disclosure by the receiving party of the disclosing party's Confidential Information, the disclosing party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

13. LIMITATION OF LIABILITY.

13.1 The credits stated in the applicable Service Level Agreement are your **sole and exclusive** remedy for our failure to provide Services in accordance with the Agreement unless such failure is due to Cohere's willful misconduct, gross negligence, or violation of law.

13.2 EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER YOU NOR US (NOR ANY OF OUR EMPLOYEES, AGENTS, AFFILIATES, SUPPLIERS, LICENSORS, OR CONTRACTORS) WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER US NOR ANY OF OUR EMPLOYEES, AGENTS, AFFILIATES, SUPPLIERS, LICENSORS, OR CONTRACTORS WILL BE RESPONSIBLE OR LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE CLOUD SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR

USE OF OR ACCESS TO THE CLOUD SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE CLOUD SERVICES, OR (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER ANY APPLICABLE SERVICE LEVEL AGREEMENT, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE CLOUD SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE CLOUD SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE, ANY OF YOUR CONTENT OR OTHER DATA. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR LIABILITY BASED ON OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND OUR LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING DIRECTLY FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM AGGREGATE LIABILITY OF COHERE AND ANY OF COHERE'S EMPLOYEES, AGENTS, SUPPLIERS, CONTRACTORS, LICENSORS, AND AFFILIATES IN CONNECTION WITH OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, VIOLATION OF LAW, AND INFRINGEMENT), SHALL NOT EXCEED THE TOTAL AMOUNT OF MONTHLY RECURRING CHARGES YOU ACTUALLY PAID TO US FOR THE CLOUD SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM FOR DAMAGES FIRST AROSE. YOU EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THIS AGREEMENT AND COHERE'S WILLINGNESS TO OFFER AND PROVIDE THE SERVICES, AND IS AN ESSENTIAL FACTOR IN ESTABLISHING THE PRICE OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE FOREGOING TERMS MAY NOT APPLY TO YOU IN THOSE JURISDICTIONS AS APPLICABLE.

14. INDEMNIFICATION.

14.1 You will defend, indemnify, and hold harmless us, our affiliates, contractors, and licensors, and each of their respective employees, officers, directors, and representatives, from and against any claim, allegation, damage, loss, liability, cost, and expense (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any End User's use of the Services (including any activities under your Cohere account and use by your employees, agents, contractors, and personnel); (b) your or any End User's negligence, willful misconduct, breach of this

Agreement, or the violation of any applicable law by you or any End User; (c) your Content or the combination of your Content with other applications, content, or processes, including any claim involving alleged infringement, or misappropriation of any third party rights by your Content or by the use, development, alteration, enhancement, design, production, advertising, or marketing of your Content; (d) a dispute between you and any End User or customer; and (e) your relationship with the manufacturer, licensor, or distributor of any software or application installed or stored on the Cloud Services. Your obligations under this Section also include all claims arising out of the act, error, or omission of any of your employees, contractors, agents, End Users, and any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions and measures, even if the act, error, or omission of any such person was not authorized by you. If we or any of our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees and expenses, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates. You must pay expenses due under this Section as we incur them.

14.2. Process. We will promptly notify you of any claim subject to Section 14.1, but our failure to promptly notify you will only affect your obligations under Section 14.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing to defend against any such claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement, which consent shall not be unreasonably delayed or denied.

15. PUBLICITY. You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to identify you as our customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement or affiliation.

16. SOFTWARE

16.1 General. You may not copy any software we provide for your use unless expressly permitted by the Agreement. You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software or documentation we provide for your use. Unless permitted by the terms of an open source software license, you may not reverse engineer, decompile or disassemble any software we provide for your use except and to the extent that you are expressly permitted by applicable law to do this, and then following at least ten (10) days advance written notice to us. If you use any non-Cohere provided software on your Hosted System, you represent and warrant to Cohere that you have the legal right to use the software in that manner. At Cohere's written request, you will certify in

writing that you are in compliance with the requirements of this paragraph and any other software license restrictions that are part of the Agreement, and will provide evidence of your compliance as we may reasonably request.

16.2 Customer Provided Licenses. If Cohere has agreed to install, patch or otherwise manage software in reliance on your license with a software vendor or any third party (rather than Cohere's license with the software vendor), then you represent and warrant that you have a written license agreement with the vendor or third party that permits Cohere to perform these activities. You agree that you will provide Cohere with evidence of licensing as Cohere may reasonably require prior to the scheduled deployment date, and from time to time as necessary to update the status of the license. If you fail to provide the required evidence of licensing Cohere may, at its option, either (i) delay the deployment date for the Hosted System that was to include such software until the evidence is provided, (ii) deploy the Hosted System in reliance on Cohere's licensing agreement with the vendor, and charge you its standard fee for the use of the software until such time as the required evidence is provided, or (iii) suspend or terminate this Agreement. **Please Note:** Your licensed software may not be compatible with Cohere's standard process for deploying and repairing the Hosted System. In addition, in order to install the software, Cohere may require you to send the physical or electronic media provided to you by the vendor, both for deployment and again in the event of a failure of your Hosted System. You agree that Cohere will not be in breach of any Service Level Agreement or other obligation under this Agreement that would not have occurred but for a delay resulting from our agreement to use your licensed software.

17. RECOMMENDATIONS. Cohere personnel may from time to time recommend third party software or other products and services for your consideration. COHERE MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING PRODUCTS AND SERVICES THAT ARE NOT PURCHASED FROM COHERE. Your use of any such products and/or services is governed by the terms of your agreement with the provider of those products and services.

18. WHO MAY USE THE SERVICE. You may permit your subsidiaries and affiliated companies to use the Services if you wish. Cohere will provide support only to you, not to your customers, subsidiaries or affiliates. There are no third party beneficiaries to this Agreement, meaning that your End Users, customers, subsidiaries, affiliates, agents, contractors, and all other third parties do not have any rights against Cohere or you under this Agreement.

19. SERVICES MANAGEMENT AGENT. You agree that you will not interfere with any services management software agent(s) that Cohere installs on your Hosted System or the Cloud Services. Cohere agrees that its agents will use only a minimal amount of computing

resources, and will not interfere with your use of your Hosted System. Cohere will use the agents to track system information so that it can more efficiently manage various service issues, such as patching exceptions and product life cycles. Cohere may also use the agents to identify security vulnerabilities. Cohere will not use the agents to view or capture your Content or data. You shall not disable or interfere with our services management software agent(s).

20. NOTICES. Your routine communications regarding the Services (e.g., Services issues, Services questions) should be sent to your Cohere account team via email or by calling the Cohere toll-free customer support number. If either party wants to give any type of legal notice (e.g., notice of overdue payment, notice of non-renewal, notice of deficiency with any of the Services, termination of the Agreement for breach, suspension of any of the Services, indemnification, or other legal matter), any such notice must be in writing and sent by registered or certified mail, return receipt request, or by overnight courier service to:

To Customer: Unless expressly stated otherwise in this Agreement, in the event Cohere is required or desires to provide you with written notice under this Agreement, it will provide electronic notice to the e-mail address of the individual(s) you designate as your contact(s) on your account. In the event that you change any designated email address for your account, you shall advise Cohere immediately in writing. By your acceptance of these Terms and Conditions, you agree to electronic delivery of all required notifications including invoices, unless otherwise provided for herein.

To Cohere: Unless expressly stated otherwise in this Agreement, in the event you are required or desire to provide Cohere with notice, all correspondence must be in writing and sent, via certified mail, return receipt requested, or overnight courier service, to the following address:

President
Cohere Cloud Services LLC.
845 Third Avenue, 16th Floor
New York, New York 10022

Notices are deemed received as of the time delivered, or if that time does not fall on a Business Day, as of the beginning of the first Business Day following the time delivered, except that any changes to the AUP are deemed delivered as of the date when posted on the Cohere website at www.coherecomm.com. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. All notices must be given in the English language.

21. OWNERSHIP OF INTELLECTUAL PROPERTY. Except for the specific rights provided in these General Terms and Conditions, this Agreement does not convey to either of us any ownership right or license to use, sell,

exploit, copy or further develop the other party's Confidential Information or intellectual property, including patents, copyrights, trademarks, trade names and trade secrets. Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights, and other intellectual property. You acknowledge that Cohere or its licensors or vendors own all right, title and interest in and to the Cloud Services, all copies thereof, and all proprietary rights therein, including copyrights, patents, trademarks, logos, domain names, or other brand features of Cohere. Any intellectual property developed by Cohere during the performance or provision of the Services shall belong to Cohere. The Cloud Services may include various utility and deployment scripts, customizations to templates, code extending the functionality of third party applications licensed to us, printed and electronic documentation, and other data that we have or may develop at our own expense before and while the Agreement is in effect (the "Cohere Content"). Subject to your compliance with this Agreement, we grant to you a limited, revocable, non-exclusive, non-transferable, non-assignable, worldwide, royalty-free license to use Cohere Content while the Agreement is in effect solely to access and use the Cloud Services in accordance with the terms and conditions of this Agreement. You may not translate, reverse engineer, decompile, disassemble, rent, lease, assign, transfer, redistribute, or sublicense any Cohere Content.

22. OWNERSHIP OF OTHER PROPERTY. You do not acquire any ownership interest in or right to possess the Hosted System or any of the Cloud Services, and you have no right of physical access to the Hosted System. We do not acquire any ownership interest in or right to the Content you transmit to or from or store on the Cloud Services, any Cohere servers, or other devices or media.

23. INTELLECTUAL PROPERTY INFRINGEMENT. If Cohere or any of its customers is faced with a credible claim that any portion, component, or element of the Services infringe the intellectual property rights of a third party, and Cohere is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Cohere may, in its sole discretion, terminate the Services on reasonable written notice of at least ten (10) Business Days, and will not have any liability on account of such termination except to refund amounts prepaid by you for Services not received as of the time of termination.

24. ASSIGNMENT/SUBCONTRACTORS. Neither party may assign the Agreement without the prior written consent of the other party except as part of a bona fide corporate reorganization, assignment to an affiliate, or a sale of its business or all or substantially all of its assets provided that the assignee agrees in writing to comply with all terms and conditions of this Agreement. Cohere may use third party service providers and contractors to perform and/or provide all or any part of the Services, but Cohere remains responsible to you under this Agreement for Services performed and/or provided by its

third party service providers to the same extent as if Cohere performed the Services itself. Any subcontractor will be deemed to be an independent contractor and not our partner, agent, or employee. We may collect and report information regarding your use of the Cloud Services to our subcontractors, licensors or suppliers as required to provide you with the Cloud Services.

25. FORCE MAJEURE. Neither of us nor our suppliers will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond a party's reasonable control, including, without limitation, acts of God, strikes or other organized labor action, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, natural disaster, epidemic, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

26. GOVERNING LAW, LAWSUITS. The Agreement is governed by the laws of the state of New York, exclusive of its choice of law principles, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. The parties hereby agree that any dispute, controversy, legal action, suit, proceeding and/or claim arising from or relating to this Agreement or the transactions contemplated under it shall be brought exclusively in the state and federal courts in Manhattan, New York. The parties hereby consent and submit to the exclusive jurisdiction of such courts. Each party hereto waives any objection based on forum non-conveniens and waives any objection to venue of any action instituted hereunder. Each party irrevocably consents to personal jurisdiction and venue exclusively in, and agrees to service of process issued or authorized by, any such courts. You agree that you will not bring or participate in any class action lawsuit against Cohere or any of its employees or affiliates. Each party agrees that it will not bring a claim under this Agreement more than one (1) year after the time that the claim first accrued. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PARTIES' RELATIONSHIP.

27. GOVERNMENT RIGHTS. With respect to the procurement of any Cloud Services by or for the U.S. Government, any software provided in connection with the Cloud Services is deemed to be "commercial computer software" as defined in the FAR and DFARS. The Government will receive no greater than restricted rights as provided in FAR 52.227-14, FAR 52.227-19(c)(1)-(2) (Jun. 1987), DFAR 252.227-7013(c)(1)(ii) (Oct. 1988), DFAR 252.221-7015(c) (May 1991), DFAR 252.227-7014, or DFAR 252.227-7018, as applicable or amended. In addition, the Government will receive no greater than limited rights as provided in FAR 52.227-14, DFAR 252.227-7015, DFAR 252.227-7018, or DFAR 252.227-7013, as applicable or amended. All computer software and technical data were developed exclusively at private expense by Cohere or its third party licensors

or suppliers. The use of all computer software, documentation, and technical data is further restricted in accordance with the terms of this Agreement.

28. SOME AGREEMENT MECHANICS.

28.1 Unless otherwise expressly permitted in this Agreement, the General Terms and Conditions and Customer Service Order Agreement and any addenda referenced in any of them, may be amended only by a formal written agreement signed by both parties. A Customer Service Order Agreement may be amended to modify, add, or remove Services, by a formal written agreement signed by both parties, or by an exchange of correspondence, including via electronic mail, which includes the express consent of an authorized individual for each of us. Any pre-printed terms on your purchase order or any other business form will not become part of this Agreement.

28.2 If there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will govern in the following order of precedence: the General Terms and Conditions, Customer Service Order Agreement, and the Acceptable Use Policy. To the extent there is any conflict between the Cohere Universal Terms incorporated into any Customer Service Order Agreement and these General Terms and Conditions, these General Terms and Conditions shall apply and prevail. If any part of this Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in full force and effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the parties. Each party may enforce each of its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past. The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other party nor has the right to bind the other party in any agreement with a third party. This Agreement and any transaction under it do not create an agency, joint venture, or partnership between us and you. We do not have a landlord-tenant relationship with you, and we are not your bailee or warehouseman with respect to any data or Content. You have no right to access our premises or data centers and no right to possess or own any IP address, software, server hardware or other equipment included in the Cloud Services. The parties affirm that there are no side agreements or any representations or warranties other than those set forth in this Agreement. The paragraph headings herein are for convenience only and shall not limit in any way the scope, meaning, or interpretation of any provision of this Agreement. This Agreement will be construed and interpreted in a neutral manner. Should any provision of this Agreement require interpretation or construction, the parties agree that this Agreement will be interpreted or construed without any presumption that the provisions of this Agreement are to be construed against the party who prepared this Agreement. The use of the word "including" in the Agreement shall be read to mean "including without

limitation.” The words “our” and “us” refer to Cohere, unless the context clearly indicates another meaning. The Agreement is effective when you sign it, even though the “initial term” may be defined in the Agreement with reference to the Service Commencement Date or other date. The following provisions shall survive expiration or termination of the Agreement: (i) Sections 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 14, 16, 20, 21, 22, 23, 24, 25, 26, 27, and 28 of this General Terms and Conditions, (ii) all provisions in the Agreement requiring you to pay fees for Services provided prior to the time of expiration or

termination or requiring you to pay an early termination fee, and (iii) all other provisions of the Agreement which by their nature are intended to survive expiration or termination of the Agreement.

28.3 If a signature is required, this Agreement may be signed in multiple counterparts, which taken together will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.

This Agreement is the complete and exclusive agreement between you and Cohere regarding its subject matter and supersedes and replaces any prior agreement, understanding or communication, written or verbal.

COHERE CLOUD SERVICES

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) relates to Cohere Cloud Services LLC’s (“Cohere’s”) Cloud Services (the “Service”) provided pursuant to the Customer Service Order Agreement (the “Service Order”) between Cohere and Customer and the Cohere Communications, LLC Universal Terms and Conditions of Service set forth at www.Coherecomm.com (“Universal Terms”). Unless otherwise stated in the Service Order or the Universal Terms set forth at www.Coherecomm.com, Cohere will use commercially reasonable efforts to meet the Service Availability minimum service level contained in this SLA during the Initial Term and any Renewal Term.

1. SERVICE LEVEL OBJECTIVES.

1.1 Service availability Target availability for the Service provided by Cohere to Customer is 99.9% of the time in a calendar month (“Uptime Objective”). In determining the availability of the Cloud Services, Cohere will measure the availability of the Cloud network, Cloud servers, Cloud data storage, and Cloud interface as described below. Availability is calculated by dividing the measured Service availability time by the total time in a calendar month, expressed as a percentage. The measured Service availability time is the total time in a calendar month less the measured unavailable time. Subject to the other terms in this SLA, the Service is deemed to be unavailable to Customer when the Service is: (i) fully interrupted; (ii) experiences disruption or degradation that materially impairs Customer’s ability to use the Service; or (iii) cannot be accessed or used by Customer.

1.2 Service Unavailability. “Service Unavailability” means the number of minutes that the Service is unavailable to Customer, including the number of minutes that the Service is unavailable associated with any non-Scheduled Maintenance to the Service. Service Unavailability will not include Scheduled Maintenance, or any unavailability resulting from or caused by: (a) problems with or maintenance on any Customer-provided or third party-provided application, equipment, and/or facilities; (b) any act, error, or omission of Customer, its employee, agent, end user, or contractor, or any unauthorized use of the Service; (c) unavailability caused by any third party other than Cohere or Cohere’s authorized vendor or contractor; (d) any force majeure event as set forth in the Universal Terms; or (e) any problem, disruption, defect, degradation, or inaccessibility of any service or equipment not provided by Cohere.

1.3 Cloud Network Uptime Cohere will use

commercially reasonable efforts to provide 99.9% availability of the Cloud network. The Cloud network shall be deemed “available” if its networking components are available and responding to Cohere’s monitoring tools as designed and in a non-degraded manner as measured by Cohere’s monitoring tools.

1.4 Cloud Server Uptime. Cohere will use commercially reasonable efforts to provide 99.9% availability of each individual Cloud server being utilized to store Customer’s data within Cohere’s Service hosting environment. A Cloud server shall be deemed “available” if the server hardware is in good working order, and, if applicable, the virtualization hardware and hypervisor layers are available and responding to Cohere’s monitoring tools as designed and in a non-degraded manner as measured by the Cohere’s monitoring tools.

1.5 Cloud Data Storage Uptime. Cohere will use commercially reasonable efforts to provide 99.9% availability to Customer’s data being stored on the Service. Customer’s data stored on the Service shall be deemed “available” if the hardware and software components thereof are available and responding to Cohere’s monitoring tools as designed and in a non-degraded manner as measured by Cohere’s monitoring tools and are accessible for processing requests to add, read, and/or delete Customer’s data stored on a Cloud server.

1.6 Remedy for Failure. If Cohere does not provide the Service in accordance with the Uptime Objective as set forth in Section 1.1 above, then Cohere will credit Customer’s account in accordance with Section 2.2 below based on the monthly recurring charge of the affected Service only. Any other fees, including, but not limited to, non-recurring charges, local, long distance, and dedicated circuits, etc. are excluded in the calculation of any applicable credit.

2. CUSTOMER CREDITS

2.1 Application of Credits. Credits will be applied in the next billing period following the Service Unavailability and shall be based on the monthly recurring rate for the Service in effect at that time. Calculation of all credits shall be based on the call log and other records maintained by Cohere. In no event shall any credit be awarded in excess of twenty-five percent (25%) of the total monthly recurring charge due for the affected Service in the month in which the Service Unavailability occurs. Customer must send Cohere a written request to obtain a credit within ten (10) business days of the Service Unavailability in order to receive any such credit. The credit request must include the: (i) trouble ticket number issued by Cohere at the time that the Service Unavailability was reported; (ii) date and estimated start time of the Service Unavailability; and (iii) a brief description of the Service Unavailability. If Customer does not give Cohere such written notice within the enumerated ten (10) business day period, Customer shall be deemed to have waived its right to receive the credit. Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges, and similar additional charges.

2.2 Calculation of Credits. If Customer experiences Service Unavailability resulting in the Service being unavailable less than 99.9% of the time in a calendar month, Customer shall be eligible to receive the following Service Credit:

Monthly Availability of Cloud Service	Percentage of MRC Credit for Cloud Service
99.0% – < 99.9%	5%
95.0% – < 98.99%	15%
< 95.0%	25%

2.3 Limitation on Remedies. Sections 1.7 and 2.2 above state Customer's sole and exclusive remedy for any Service Unavailability. Cohere's suspension or modification of Service in accordance with the Universal Terms shall not be deemed to be a failure of Cohere to provide adequate service levels under this SLA or the Universal Terms. In no event shall Customer be entitled to any credit of the monthly recurring charge for the Service to the extent that any Service Unavailability is caused by Customer attempting to exceed the maximum bandwidth of Customer's connection to the Service and/or Cohere network or otherwise violating the terms of the Universal Terms.

3. CUSTOMER SERVICE AND SUPPORT

3.1 Customer Service. Cohere offers the following levels of customer service in conjunction with its provision of the Service:

Live technical and customer service support is available on a 24/7/365 basis at the Cohere Customer Support Center via a toll free number or trouble ticketing system by email.

If Customer's Service problem cannot be resolved over the telephone, trouble ticketing system by email and/or the issue is vendor related, Cohere will diagnose the problem and work directly with the vendor to try to resolve the problem.

3.2 Service Call Procedure. Customer must contact the Cohere Customer Support Center via telephone or trouble ticketing system by email to report any Service problem. Customer must provide the following information:

- A description of the problem encountered
- Customer contact information to verify the Service problem.

During the service call or through Cohere's trouble ticketing system by email, Cohere will open a trouble ticket indicating the exact time the service call was received, the name of the person placing the call, and the details of the service call. A trouble ticket number will be supplied to Customer. If a trouble ticket number cannot immediately be supplied, one will be supplied as soon as practical; provided, however, that any delay by Cohere in supplying a trouble ticket number shall not be considered in determining the duration of the Service Unavailability.

4. EXCLUSIONS.

No credits or refunds for any Service Unavailability shall be issued for any of the following:

4.1 Scheduled Maintenance. "Scheduled Maintenance" means any maintenance activities performed by Cohere on the Service and/or Cloud Service hosting environment which the Customer's Service is connected, provided that Customer shall be given at least twenty-four (24) hours advance notice of such maintenance activities. Such activities are typically performed during the standard daily maintenance window from 2:01 am and 6:00 am Eastern Standard Time (EST). Notice of Scheduled Maintenance will be given to Customer's designated Change Management ("CM") Single Point of Contact ("SPOC") on the Customer Support Center Contact Form and any amendments thereto, by a method agreed upon by the parties (telephone, e-mail, fax or pager). Customer may change its CM SPOC upon reasonable advance written notice to Cohere.

4.2 Unscheduled Maintenance. "Unscheduled Maintenance" means any maintenance activities performed on the Service and/or Cloud Service hosting environment to which Customer is connected as a result

of an Emergency. An "Emergency" is defined as unplanned repairs, acts of vandalism, and/or natural or unnatural conditions that cause or could cause a degradation or interruption of the Service. In the event of an Emergency, Cohere will use commercially reasonable efforts to provide Customer with notice and an estimated time to repair.

4.3 No credits or refunds for any Service Unavailability or failure to satisfy any service level objective shall be issued for any of the following: (a) any Service Unavailability or interruption caused directly or indirectly by the negligence, act, error, or omission (including the provision of inaccurate information) of Customer, its employee, agent, or contractor, and/or any User of the Service or any third party; (b) any Service Unavailability or interruption during any period when Customer and/or any User has not released the Service to Cohere for trouble shooting, diagnosis, maintenance, repair, testing, reconfiguration, or rearrangement purposes and/or Customer continues to use the Service on an impaired basis; (c) any Service Unavailability not promptly reported to Cohere while Customer or any User is experiencing any Service Unavailability and/or Service problem; (d) any Service Unavailability and/or interruption due to failure of any equipment, platform, application, or system not provided by, or under the control and direction of, Cohere including equipment applications, or systems Cohere may obtain or

contract for at Customer's request; (e) any Service Unavailability and/or interruption or other defect caused by an internet service provider in situations where Cohere is the not the internet service provider; (f) any Service Unavailability and/or interruption due to any force majeure event as described in the Universal Terms; (g) any Scheduled Maintenance or other service interruptions agreed to by Customer for the purpose of allowing Cohere to upgrade, change, maintain, or make routine repairs to the Service; (h) any Service Unavailability and/or or interruption resulting from Customer's or any User's use of the Service in an unauthorized or unlawful manner or in violation of the Universal Terms; (i) any Service Unavailability and/or or interruption resulting from disconnection or suspension of the Service for non-payment; and/or (j) Customer personnel being unavailable when Cohere calls to close a trouble ticket or verify Service restoration and/or resolution of the trouble ticket.

4.4 Cohere is not responsible for any service level objective in scenarios where Customer is using an unmanaged internet circuit for connectivity to the Service including, without limitation, any Service Unavailability and/or service problems with Customer's ISP, cable connection, DSL circuit, Ethernet circuit, T1 connection or wireless device connection and any Service Unavailability and/or or interruption due to failure of power or a power surge at Customer's premise.