CobbleStone Systems
ContractInsight
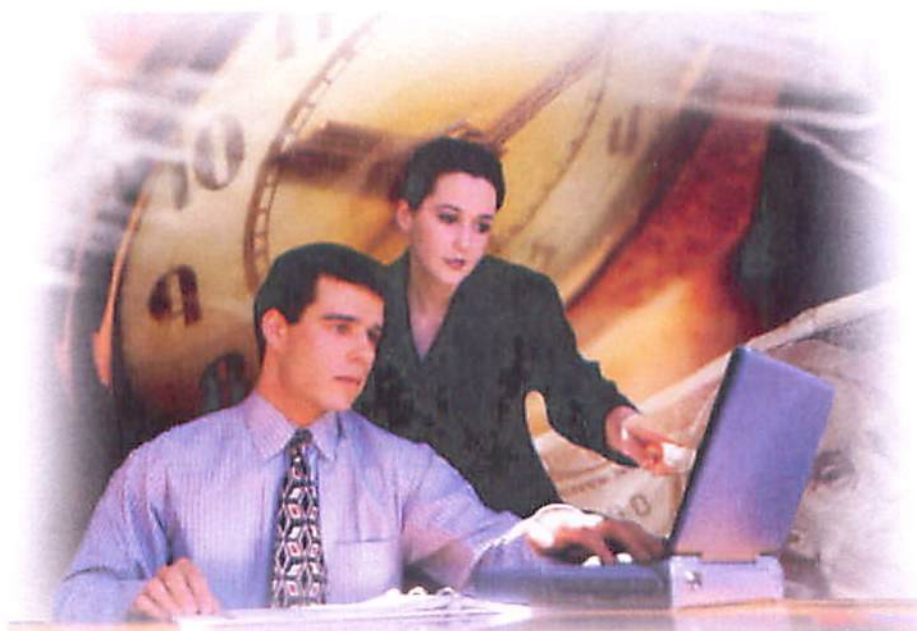
The Ultimate Web-based Contract Management Solution

CobbleStone Systems

Monday, September 29, 2014 - Confidential Detailed Proposal

University of Central Florida
Orlando Tech Center
12479 Research Parkway
Orlando, Fl., 32826

Managing Contracts & Committals just got easier!

Subject: Confidential Pricing for Contract Insight

Dear University of Central Florida Team:

Thank you for contacting CobbleStone Systems Corp. and inviting us to present Contract Insight™ Contract Management Software to you and your team. It is a pleasure to present the following quotation for Contract Insight that includes; Contract Tracking, e-mail alerts, calendaring, authoring, workflow tasks, security, document management, scanning, searching and reporting. Attached is the full agreement with pricing as well. NOTE: We can optionally price onsite installation and onsite training if needed. This proposal is for the hosting of Contract Insight™, contract management software application. The Contract Insight application will be made available to client for end-use via the Internet and web browser. *Please let me know if we should adjust the pricing options below based on changes of the requirements.*

Exhibit A: Pricing: Deliverables and Pricing

Proposed Web Address: https://ucf.cobblestonesystems.com/   allow http: no__ allow https:_Yes_

Cobblestone: Contract Insight Enterprise	Qty	Unit Price	Extended Price	Year 2	Year 3	Year 4	Year 5	5 Year Est.
Licenses (Annual Hosting Subscription)								
Contract Insight Enterprise Hosted/SaaS **Core** License	1	$ 3,013.00	$ 3,013.00	$ 3,254.04	$ 3,514.36	$ 3,795.51	$ 4,099.15	$ 17,676.07
Contract Insight Enterprise Hosted/SaaS Concurrent **Admin** User License	5	$ 565.46	$ 2,827.28	$ 3,053.46	$ 3,297.74	$ 3,561.56	$ 3,846.48	$ 16,586.53
Contract Insight Enterprise Hosted/SaaS Concurrent **Super** User License	15	$ 392.02	$ 5,880.29	$ 6,350.71	$ 6,858.77	$ 7,407.47	$ 8,000.07	$ 34,497.32
Contract Insight Enterprise Hosted/SaaS Concurrent **Standard** User License	80	$ 322.45	$ 25,795.65	$ 27,859.31	$ 30,088.05	$ 32,495.09	$ 35,094.70	$ 151,332.81
Contract Insight Enterprise Hosted/SaaS Concurrent **Read-Only** User License	0	not selected	$ -	$ -	$ -	$ -	$ -	not selected
Optional Solution Add-ons (Annual Hosting Subscription)								
Add On Module: **Document Collaboration & eSign** Module Add-On License	1	$ 7,069.65	$ 7,069.65	$ 7,635.22	$ 8,246.04	$ 8,905.72	$ 9,618.18	$ 41,474.82
Add On Module: **Solicitation/eSourcing** Module Add-On License	0	not selected	$ -	$ -	$ -	$ -	$ -	not selected
Add On Module: **Client/Vendor Collaboration Gateway** Module Add-On License	0	not selected	$ -	$ -	$ -	$ -	$ -	not selected
Add On Module: **Purchase Order/Spend** Management Module Add-On License	0	not selected	$ -	$ -	$ -	$ -	$ -	not selected
Add On Module: **Database Integration** Manager Module Add-On License	1	$ 7,069.65	$ 7,069.65	$ 7,635.22	$ 8,246.04	$ 8,905.72	$ 9,618.18	$ 41,474.82
Add On Module: **DocuSign Connection** Manager Module Add-On License	0	not selected	$ -	$ -	$ -	$ -	$ -	not selected
Add On Module: **Data Synchronization** Manager Module Add-On License	0	not selected	$ -	$ -	$ -	$ -	$ -	not selected
Optional Solution DEV/STAGE/TEST Environment Add-ons (Annual Hosting)								
Each Additional Add-on SaaS DEV/STAGE/TEST Environment @ 50% of Licensing (50% SLA, No Backups)	1		$ 25,827.76	$ 27,893.98	$ 30,125.50	$ 32,535.54	$ 35,138.39	$ 151,521.18
Annual Support/Maintenance: Contract Insight Annual Support/Maintenance	1	included	included	included	included	included	included	included
One-Time Deployment Setup	1	$ 8,498.33	$ 8,498.33					$ 8,498.33
Optional Annual Services								
Annual Application Software Escrow	0	not selected	$ -	$ -	$ -	$ -	$ -	not selected
Annual Application Configuration Escrow	0	not selected	$ -	$ -	$ -	$ -	$ -	not selected
SaaS Instance Service Up-Time Email Alerts Annual Service	0	not selected	$ -	$ -	$ -	$ -	$ -	not selected
SaaS Instance High-Redundancy Replicated Database Annual Service	0	not selected	$ -	$ -	$ -	$ -	$ -	not selected
Information Update Annual Service	0	not selected	$ -	$ -	$ -	$ -	$ -	not selected
Optional Professional Services								
Recommended: Training Hours (Online up to 10 connections per session):	85	see svcs dtls	$ 10,625.00					$ 10,625.00
Work Sessions:	510	see svcs dtls	$ 63,750.00					$ 63,750.00
Technical Services:	265	see svcs dtls	$ 39,750.00					$ 39,750.00
Integration Services:	60	see svcs dtls	$ 9,000.00					$ 9,000.00
Integration Annual Support:	1	$ 1,800.00	$ 1,800.00	$ 1,944.00	$ 2,099.52	$ 2,267.48	$ 2,448.88	$ 10,559.88
ADFS Single Sign-on Services:	1	see svcs dtls	$ 2,500.00					$ 2,500.00
ADFS Single Sign-on Annual Support:	1	$ 1,250.00	$ 1,250.00	$ 1,350.00	$ 1,458.00	$ 1,574.64	$ 1,700.61	$ 7,333.25
Other Services:	0	$ -	not selected					
Total (does not include tax or travel unless specified above):			$ 214,656.62	$ 86,975.95	$ 93,934.03	$ 101,448.75	$ 109,564.65	$ 606,579.99

Professional Services Details

Optional Professional Services Hours	Qty	Unit Price	Extended Price
Training Services - Recommended			
Application Admin Hours (Online up to 10 connections per session): - Remote Web Deliverable: CobbleStone-trained Admin Users	15.00	$ 125.00	$ 1,875.00
Super/Standard User Hours (Online up to 10 connections per session): - Remote Web Deliverable: CobbleStone-trained Super/Standard Users	70.00	$ 125.00	$ 8,750.00
Work Sessions			
CMS (Contract Management) Application Configuration - Remote Web Deliverable: Online Configuration Consultation Work Sessions for System Setup/Config	50.00	$ 125.00	$ 6,250.00
CMS (Contract Management) Workflow Configuration - Remote Web up to 25 workflows Deliverable: Configured Automated Workflow Tasks	100.00	$ 125.00	$ 12,500.00
DAC (Document Authoring) Template Configuration - Remote Web up to 150 document templates; up to 10 merge fields per template Deliverable: Configured Document/Contract Templates with merged-fields, eApproval and/or eSignature processes	300.00	$ 125.00	$ 37,500.00
Custom Report Configuration - Remote Web up to 20 Custom Reports Deliverable: Configured, saved UCF reports to run, export and/or display on dashboard	60.00	$ 125.00	$ 7,500.00
Technical Services			
Data Migration - Contract Metadata -1 Source - Remote Web Up to 15,000 Records with up to 40 user-defined fields Assumes structured/spreadsheet format for data/field mapping Deliverable: Imported contract data for Contract Records from 1 spreadsheet (1 row = 1 Record)	45.00	$ 150.00	$ 6,750.00
Data Migration - Attachment Files/Documents - Remote Web Up to 15,000 Files/Documents, Up to 18 Gigabytes Assumes unique, logical identifier to match contract electronic file with contract metadata record Deliverable: Imported files attached to imported Contract Record (1 file per Contract Record)	100.00	$ 150.00	$ 15,000.00
OCR Attachment Files/Documents - Up to 20,000 files - Remote Web OCR is based on character recognition and is not guaranteed to be 100% Quality is based on original file quality, character spacing, font size, pixilation, document marking, alignment, & skewing. Standard output is 200 DPI, black & white. Recommended file size should be under 25 MB per file. Deliverable: Image-based PDFs converted to text-based PDFs for text searching and comparing within Contract Insight.	120.00	$ 150.00	$ 18,000.00
Integration Services			
Employee/User Integration - Active Directory - Remote Web FTP scheduled job to move csv and trigger data integration job in Contract Insight Includes initial mapping of csv fields to CobbleStone fields Includes Insert and Update of Employee data New Employees/Users defaulted to 1 Security Group with limited permissions UCF Admins responsible for updating User permissions after import Estimated pending final CobbleStone review of requirements Deliverable: Description above	60.00	$ 150.00	$ 9,000.00
ADFS Setup & Configuration Services (Remote Only)			
Single Sign-on Authentication with 3rd Party Single Sign-on Vendor/Provider Deliverable: User Single Sign-on with Shibboleth	1.00	$ 2,500.00	$ 2,500.00
Optional Professional Services Hours Sub-Total	**921.00**		**$125,625.00**

CobbleStone has been providing contract management solutions since 1995 and has years of client feedback and industry knowledge. CobbleStone is trusted by over 380 clients and over 2,600 users.

Contract Insight™ is a great addition to an organization's needs and offers: contract tracking, user-defined fields, custom reports, e-mail alerts, tasks and checklists, security, document scanning and management, workflow, financials, searching, full text indexing, web platform, web calendaring, and more. We feel that our expertise and product may be a good match for your requirements and look forward to present our system to you and your team. Please contact me if there are any questions or if you would like to proceed. We look forward to working with you and your team.

Sincerely,

Bradford Jones
CobbleStone Systems Corp.—Leaders in Contract Software!
856-939-4600 tel. | 609-482-8023 fax.
bljones@CobbleStoneSystems.com

To initiate service:

1. Complete signature block information located at the end of this document
2. Fax complete hosting agreement to your sales agent at 609-482-8023.
3. Upon our acceptance of your executed copy of the contract, Company will countersign this document and fax it back to you.
4. Once signed, CobbleStone will schedule the provisioning of the system and kick-off call.

Contract Insight Enterprise Application Software Hosting Services Agreement

This Agreement is entered into by and between CobbleStone Systems Corp. ("Company") and University of Central Florida ("Customer").

Whereas, Company has experience in Contract Insight application hosting services and is willing to provide services to Customer based on this background; and

Whereas, Customer desires to have hosting services provided by Company;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

DESCRIPTION OF SERVICES

Company will provide the following services either directly or by acquiring them from third parties (collectively, "Services"):

Application Hosting Services: Described as providing Contract Insight Enterprise software over the Internet as a software as a service with connection from Company's data center to the publically facing internet connection IP address. Application hosting will be provided on the Company's equipment. The application Hosting Services includes access to one production instance of the application as specified in Exhibit A, additional instances if not specified in Exhibit A are excluded. The equipment and software used by Company in providing Services are referred to collectively as the "Products".

Service Levels: Company will use commercially reasonable efforts to ensure the reliability and availability of all Services under Company's control; however, due to Internet complexities and items beyond the control of the Company, the Company does not guarantee or warrant any specific level of availability to a user's computer. The Company does warrant that the system will be available from the web application service 99.5% of the time excluding scheduled maintenance periods. Down time shall be defined as a period of inaccessibility from two independent points of presence to the application web server with a non-response of fifteen contiguous minutes excluding schedule maintenance periods and priority downtime. Response times are commensurate with the user's connection speed, for example, an average response time of a 1 MB file with a client connection speed of 1.544 Mbp would be 7 seconds. The application web service is defined as an http or https response from the Company's server to their internet gateway IP address externally available to the Internet. In the event there is a documented outage and the Service Levels have not been met and has been confirmed by Company, the maximum amount of credit to Client shall not exceed the equivalence of one month of the service price in the month the outage occurred. In no event will the Company's Liability exceed the fees paid for in the month in which the outage occurred.

Scheduled Maintenance and Downtime: The Company reserves the right to schedule downtime daily for standard maintenance between 1:00 AM until 4:00 AM Eastern Time USA. At any time as deemed necessary by the Company, Company shall have the right to temporarily suspend service to apply emergency fixes and support. Downtime shall be defined as the application's external IP address via http or https port not accessible for greater than fifteen minutes from two independent locations during the same time span.

Priority Downtime: The Company reserves the right to temporarily suspend services without notice to respond to emergency fixes, respond to hackers, attacks, viruses, respond to protecting Company and Customer data and to response for regulations as per applicable law. Priority downtime shall not be included in the uptime guarantee.

Maintenance/Support: Company will provide support to Customer related to the Contract Insight product features. This will consist of responding to trouble calls as reasonably required to make Customer's application perform as per Company's documentation. Standard hours of support are 8am to 7pm Monday through Friday (Eastern Time), exclusive of United States Federal holidays. Standard emergency supports includes 24 hour, 7 day support for mission critical problems with a targeted response time consistent with problem severity as designated by Company. Support excludes training and formal consulting services unless otherwise purchased in Exhibit A. All other services will be provided on a fee basis.

Activation: The application to be used to perform Services will be available for Customer ("Activated") within 15 days after the execution of this Agreement if Customer timely supplies all necessary information to Company.

Named End Users: A "Named End User" ("Named User") is defined as the total number of users activated in their user profile regardless if they are actively logged in.

End Users: An "End User" ("Concurrent User") is defined as the total number of users accessing the Licensed Software within a specified Server Session time-out period.

Server Session: A Server Session is the time period set on the Licensed Software server that defines the length in time a user can remain in the system during a user active and in-active periods.

Backups: The Company will use commercially reasonable efforts to ensure the reliability of data backups; however, the Company does not guarantee or warrant any specific level of service as related to data backups. The Company will provide standard backup services which include rolling 30 daily onsite backups and daily off site backups. Direct client access to most recent scheduled interval backup may be provided at a fee of $99.99 per month, plus one time set up $100.00 in addition to the rates specified in Exhibit A. At the Customer's request, the Company will provide data extract no more than once annual and at termination within 10 business days of such request.

TERM, PRICES, AND PAYMENT

ITN: The Parties incorporate into this Agreement by reference the terms of the Company's response to the University of Central Florida's Invitation to Negotiate Number 1307CCSA (ITN).

Term: The initial term of this Agreement shall be twelve 12 months from date of activation unless terminated as provided herein. After the expiration of each term, this Agreement will be automatically renewed for successive 12-month terms unless either party gives notice of its intent not to renew at least 90 days prior to the expiration of the then current term.

Setup Payment: Customer will pay a fee to Company for the initial set-up of the products and services in the amount defined in the pricing section stated in Exhibit A and are due in full upon execution of this Agreement.

Annual and Initial Payment: Application hosting license fee(s) as specified in Exhibit A will be invoiced when a fully-functioning system is made available to Customer and is due and payable with thirty (30) days upon receipt of valid invoice. Charges for Services, if any, supplied shall be invoiced upon completion and due within thirty 30 days.

Past Due Payments: Interest charges of 1.50% per month (or the highest rate permissible under applicable law, if less) may accrue daily on all amounts not received when due. Customer will pay or reimburse Company for any and all taxes and other charges imposed as a result of this Agreement, including sales and use taxes, duties or levies imposed by any authority, government or government agency (but excluding property taxes and taxes levied on Company's net income). Upon termination of this Agreement, prospective payments under this paragraph shall cease; provided, however, that Company shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Company has not yet been paid. If Customer is in Default, including termination of this Agreement other than as permitted by its terms, Company will terminate services and Customer shall immediately pay Company in one lump sum the product of the monthly fee and the portion of the term remaining immediately prior to such Default.

Additional Services: Charges for additional products or services as set forth in any subsequent Purchase Order or Service Agreement shall be as set forth in that Purchase Order or Service Agreement and subject to Company's then current rates and policies.

Tariff Applicability: In the event that any Services ordered by Customer are subject to a tariff filed by Company or any other network service provider whose services and/or equipment is utilized by Company to provide Service and/or equipment to Customer, the terms and conditions of such tariff shall govern Customer's use of such Services.

Rate Escalation: After the initial term, Company shall have the right to increase its charges upon thirty (30) days' prior notice via invoice. Rate increases shall not exceed eight percent (8%) per year.

Cancellation by Customer: Customer may terminate this Agreement with thirty (30) days' notice with no future obligation. Any un-used and pre-paid portion of the contract term remaining shall be refunded calculated by the number of months remaining divided by the initial term multiplied by the term amount.

CUSTOMER RESPONSIBILITY

Licenses: Company will provide all software licenses necessary to host Contract Insight.

Passwords: Customer agrees not to allow the use of any process, program, or tool which would be used for the purpose of guessing passwords or that makes unauthorized attempts to access other systems or networks. Customer acknowledges that Company will assist local, state and federal authorities in the prosecution of any and all illegal activities.

Compliance with Law:
Customer agrees to use Services only as permitted by applicable law, including but not limited to export control laws and regulations. The transmission of any material in violation of applicable law is prohibited. This prohibition includes, but is not limited to, the transmission of bulk e-mail often referred to as "spam" e-mail, the transmission of copyrighted material without permission of the copyright holder, threatening or obscene material and trade secrets.

Company may terminate this Agreement at any time for violations of any Laws or regulations that govern this Agreement. Following such a termination, Customer shall immediately pay Company in one lump sum the product of the monthly fee and the portion of the term remaining immediately prior to termination of this Agreement.

NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, or via FedEx addressed as follows:

If for Customer:
      University of Central Florida-Purchasing
      Orlando Tech Center
      12479 Research Parkway
      Orlando, Fl., 32826

If for Company:
      CobbleStone Systems Corp.
      114 E. Clements Bridge Rd
      Runnemede, NJ 08078

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

TITLE TO PRODUCTS AND SERVICES

All title to equipment and software licenses provided by Company (as listed in Deliverables and Prices or which are otherwise or subsequently provided by Company) are the property of Company and remain the property of Company during and after the term of this Agreement.

All non-public data and content and related files from the Customer's application are the property of Customer and remain the property of Customer during and after the term of this Agreement. In the event of termination of this agreement for any reason, company shall return such data, content and related files to Customer within 15 days thereafter.

License. This software program (the "Program") and the accompanying documentation (the "Documentation") are licensed, not sold, to Customer. The term "Program" shall also include any Updates and Upgrades of the Program licensed to Customer by Company for the Product and optional add-on module(s) purchased and licensed as per Exhibit A. The term "Update" means (i) any engineering patch intended to fix bugs and errors in the Licensed Software Program. The term "Upgrade" means a software package that replaces aversion of the purchased product with a newer version of the purchased product as specified in Exhibit A. Subject to the terms of this Agreement, Customer has a non-exclusive and nontransferable right to use the Program and Documentation. Customer agrees to use reasonable efforts to prevent and protect the contents of the Program and Documentation from unauthorized disclosure or use. Company reserves all rights not expressly granted to Customer. Customer shall not add more End-Users on the Licensed Software than the number of Licenses for which it has paid a License. Customer shall not export the Licensed Software or Documentation, or any copies thereof, to any End-User in violation of applicable laws and regulations. This Agreement does not and shall not be construed as transferring ownership rights in the Licensed Software, Documentation, any modifications thereto or any related materials to Customer or to any third party. Company and its licensors own and shall retain all right, title and interest in such materials except as specifically granted herein. Customer shall retain all copyright and trademark notices on the Licensed Software and Documentation and as otherwise necessary to protect Company intellectual property rights.

Limitations of Use. Customer may not rent, lease, sell, provide unlicensed access, or otherwise transfer or distribute copies of the Program or Documentation to others. Customer may not reverse assemble, reverse compile or otherwise attempt to create or modify the source code from the Program.

TREATMENT OF CONFIDENTIAL INFORMATION

Customer recognizes that any software and programming provided to Customer pursuant to this Agreement constitute valuable trade secrets of Company. Customer shall use reasonable efforts to protect and keep confidential all software and programming used by it and shall make no attempt to examine, copy, alter, "reverse engineer", tamper with or otherwise misuse such software and programming.

Company recognizes that all data stored on Company network is confidential and may contain non-public Customer information. Company, pursuant to this Agreement shall use reasonable efforts to protect and keep confidential all non-public data provided by Customer.

All right, title and interest in and to any Customer content or Customer data relating to Customer business shall remain the property of Customer.

WARRANTIES/DISCLAIMERS/LIMITATIONS OF LIABILITY

Company warrants that:

(A) all goods utilized by Company in providing Services will be in good working order and will conform to Company's service specifications on the date installed,

(B) all work performed by Company in providing Services shall be performed in a good and workmanlike manner; and

(C) it has sufficient legal rights to provide Services to Customer.

THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer acknowledges that information available from or through Services or any interconnecting networks may not be valid or accurate. Company makes no warranties of any kind, either express or implied, regarding the quality, accuracy, or validity of the data and/or information residing on or passing through any such networks. The use of any information obtained from or through Services will be at Customer's own risk.

Customer acknowledges that Company cannot and will not be responsible for any data or content of such data transmitted over the Internet or stored on any servers or equipment that are used for the purpose of providing Services, including but not limited to internet connectivity, web hosting, server allocation or dedicated web hosting.

CUSTOMER AGREES THAT COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ACTS OF GOD, FOR ACTS BEYOND THE CONTROL OF COMPANY, THIRD-PARTY SOFTWARE BUGS, IMPROPER APPLICATION ARCHITECTURE, OR IMPROPER

APPLICATION IMPLEMENTATION. IN NO EVENT WILL COMPANY BE LIABLE FOR LOST PROFITS OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY THIRD PARTY. IN THE EVENT OF ANY DEFAULT BY COMPANY HEREUNDER, CUSTOMER'S SOLE REMEDY SHALL BE THE ADJUSTMENT, REPAIR OR REPLACEMENT OF THE GOODS OR SERVICES AS DEEMED APPROPRIATE BY COMPANY. IN NO EVENT WILL COMPANY'S LIABILITY EXCEED THE FEES PAID FOR THE MONTH IN WHICH THE OUTAGE OR DEFAULT OCCURRED.

If Customer is in Default, Company may terminate this Agreement and retake possession of any goods provided to Customer and not yet paid for (before, during or after any action to recover sums hereunder), in which case Customer shall provide Company full and free access to such goods. Further, Company shall retain all payments made hereunder, and recover charges and costs owed by Customer as well as any other damages Company may have sustained because of Customer's Default, including but not limited to attorney and collection agency fees. For purposes of this Agreement, Customer shall be deemed in "Default" in the event Customer becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts when due; or fails within 10 days after receiving written notice to remedy any breach of this Agreement.

INDEMNIFICATION

UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCF and the officers, employees, servants, and agents thereof while acting within the scope of their employment by UCF. Company assumes any and all risks of personal injury and property damage with respect to the negligent acts or omissions of Company's officers, employees, servants, and agents, or other persons acting or engaged to act by Company in furtherance of the obligations of Company under this agreement. UCF, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. UCF and Company further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida: (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State Florida beyond the waiver provided in Section 768.28, Florida Statutes

GENERAL

Customer's rights to use services and products are non-exclusive, non-transferable and non-sublicensable. Customer shall not attempt to assign or transfer any rights or obligations under this Agreement without the prior written approval of Company. Any attempt to assign this Agreement in violation of the provisions of this paragraph will be void and of no force or effect. Customer and any attempted transferee shall be jointly and severally liable to Company for any costs or damages incurred by Company in connection with attempted assignments not permitted by this paragraph.

Company's performance hereunder shall be excused where delayed or hindered by war, riots, embargoes, strikes or other concealed acts of workmen, casualties, accidents, acts of nature (including flood or earthquake), or other occurrences beyond Company's control. Company shall notify Customer in the event of any of the foregoing occurrences. Should such occurrence continue for more than 30 days, Company or Customer may terminate this Agreement.

Any legal action arising out of Company's provisioning of Services, including the failure, malfunction or defect in the Services, shall be brought within two years of the occurrence, or the date Customer knew or should have known of the occurrence, whichever is later, or is deemed waived.

Upon execution of this Agreement, Company shall have the right to identify Customer as a client in Company press releases and other publications.

This Agreement represents the complete agreement and understanding between Company and Customer with respect to the subject matter herein, and supersedes any other written or oral agreement. The terms and conditions of this Agreement may only be modified in writing and must be signed by Company and Customer.

Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.

UCF's performance and obligation under this Agreement is contingent upon an annual appropriation from the Legislature.

UCF may terminate this Agreement at any time for refusal by Company to allow public access, mandated by law, to all public documents, papers, letters, or other non-exempt materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Company or UCF in conjunction with this Agreement.

This Agreement is not binding on the parties until it has been signed by the authorized representatives of each party.

Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties and no other terms or conditions in the future shall be valid and binding on any party unless reduced to writing and executed by all parties.

This Agreement and its terms, conditions, provisions and contents shall be kept strictly confidential and shall not be disclosed by either party hereto to any person except such party's employees, attorney's, accountants, financial advisors, and advertising agencies who have a need to know such information, except in the case of a proceeding surrounding a dispute under this

Agreement or as may otherwise be required by court order or applicable law, in which case such disclosure shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the economic terms of this Agreement (unless applicable law requires disclosure of such terms).

Company agrees that it will not discriminate and will require that any subcontractor not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. A facsimile signature to this Agreement shall be deemed and treated for purposes of execution to be as valid as an original signature hereto.

IN WITNESS WHEREOF, the parties named below, by signatures of their duly authorized representatives, have executed this Agreement on the dates set forth below, the latter of which shall be the effective date of the Agreement.

Accepted by Customer: UNIVERSITY OF CENTRAL FLORIDA

W. Scott Cole V.P. & General Counsel
NAME/TITLE

W. Scott Cole   10-1-14
SIGNATURE / DATE

Accepted by Company: COBBLESTONE SYSTEMS CORP.

Mark Nastasi, VP
SIGNED BY (FULL NAME) / TITLE

Signed: Thursday, October 02, 2014
SIGNATURE / DATE

Signed: Thursday, October 02, 2014