



**SUBSCRIPTION SOFTWARE SERVICES AGREEMENT
ATTACHMENT IV
RENEWAL ORDER FORM**

This document is a Renewal Order Form, dated July 1, 2023 (the "Effective Date"), established under and incorporated into the Subscription Software Services Agreement dated June 27, 2017 (the "Agreement") between Turning Tech Intermediate, Inc. (d/b/a Echo360), as successor in interest to Echo360, Inc., a company organized under the laws of Delaware ("Echo360"), with offices located at 265 West Federal Street, Youngstown, OH 44503, USA Echo360, Inc. and **Virginia Commonwealth University, School of Nursing and School of Dentistry** (the "Customer"). The obligations set forth in this Order Form are in addition to those obligations and shall be in exchange for the payments as more fully set forth below. Any capitalized terms used and not defined herein shall have the meaning set forth in the Agreement. The obligations set forth in this Order Form are in exchange for the payments, as more fully set forth below, and are governed by the terms and conditions of the **VASCUUP Contract# UCP-142516-13JC**.

This Renewal Order Form amends the previously purchased license and extends the Term of the initial Order Form (*Attachment I -Description of Term, Fees and Services*) in exchange for the annual payments and obligations as more fully set forth below, in the Agreement and as follows by:

- i) Starting on July 1, 2023, Customer is upgrading to an Active Learning Annual SaaS License for up to 1,500 AU. The license includes unlimited Automatic Speech Recognition (ASR) hours and unlimited Cloud Usage hours.
- ii) Customer is amending and extending the Term so that the new 2-year license starts on July 1, 2023 and ends on June 30, 2025.
- iii) The new table and the related notes "Identification of Echo360 Software and Hardware, including any Options and Fees," shall be the following:

I. IDENTIFICATION OF ECHO360 SOFTWARE AND HARDWARE INCLUDING ANY OPTIONS AND FEES:

Product Name	Product Description	Qty	Year 1 ending June 30, 2024	Year 2 ending June 30, 2025
Active Users	Cumulative number of Active Users of the Software Services during each year of the Subscription Term. ⁽¹⁾	-	1,500	1,500

Active Learning Annual SaaS License – 1,500 AU	Annual Subscription Service license for the cloud-based Echo360 Active Learning solution. Subscription includes:			
	<ul style="list-style-type: none"> Lecture/content capture and remote learning Student engagement (student notes, bookmarks, study guide and peer to peer Q&A) Instructional content library & content management Includes In-class assessment with polling, online quizzing, learner analytics and gradebook integration Includes unlimited ASR hours Includes unlimited Cloud Usage hours 	1	\$42,000	\$42,000
Special VCU Discount			(\$10,000)	(\$10,000)
Subtotal Subscription License			\$32,000	\$32,000
Non-recurring Options	Software Maintenance	Included		
	Support (Admin)	Included		
	Training ⁽²⁾	Included		
	Capture Devices ⁽³⁾	Optional		
Total			\$32,000	\$32,000

- The Subscription license fees are based on the cumulative number of Active Users accessing the Software Services at any time during each year of the Subscription Term.
- Echo360 has optional training programs (onsite and remote) that can be used to train the trainer or train instructor users directly. The platform also includes numerous self-directed tutorials so users can learn on their own.
- Echo360 PRO warranty coverage is for 3 years (included); Echo360 POD warranty coverage is for one year (included) or three years (for an optional fee). All failed Echo360 appliances approved for replacement under warranty must be returned to Echo360 within 30 days of receipt of replacement unit. Customer will pay \$3,795 each for any PRO capture appliance not returned and \$1,295 each for each POD capture appliance not returned. Echo360 POD Extended Warranty must be purchased at time of appliance purchase.

II. SUBSCRIPTION TERM: Two (2) years commencing on June 30, 2023 and ending on June 30, 2025.

III. CONTENT RETENTION: Except in the event of termination of this Agreement, Echo360 shall retain processed capture files, content, and usage information, excluding original master recordings, for a period of two (2) years from the date of creation and/or recording (the “**Capture Event**”). If Customer wishes to increase this storage retention period, it may purchase an increased storage retention period pursuant to an Order. Regardless of the storage retention period provided or purchased, Customer acknowledges the original master recordings created by or uploaded to the Software Services are not accessible to Active Users at any time during the Subscription Term, and that Echo360 reserves the right to automatically delete the master recordings thirty (30) days after a Capture Event or file upload.

IV. PAYMENT SUMMARY: Year 1 Payment shall be due and owing thirty (30) days from the invoice date (the “**First Payment Date**”) and the Year 2 Payment due and owing on the first anniversary of the First Payment Date, unless prepaid. All other Payments, including Fees incurred when SaaS Subscription License scope and Bundles are exceeded as per the table above, shall be due and owing thirty (30) days after receipt of an invoice from Echo360.

V. CAPTURE APPLIANCES: No new purchased Capture Appliances.

VI. CUSTOMER’S CONTACT INFORMATION:

Virginia Commonwealth University
1100 E Leigh St, Richmond, VA 23298

All invoices will reflect the VCU Purchase Order number and will be emailed to VCU.Invoices@trustflowds.com or mailed to Accounts Payable, Box 3985, Scranton, PA 18505.

VII. DIRECTIONS REGARDING PURCHASE ORDERS AND AGREEMENT SIGNATURE PAGE: All Purchase Orders and executed Order Forms shall be sent via e-mail to salesops@echo360.com.

VIII. All other terms and conditions of the Agreement remain unchanged.

ON BEHALF OF TURNING TECH INTERMEDIATE, INC.

DocuSigned by:
Wes Barnes
By: _____
A83298128B74468...
(Signature)

Name: Wes Barnes

Title: EVP Global Sales & Customer Success

Date: 7/17/2023

ON BEHALF OF VCU SCHOOL OF NURSING

DocuSigned by:
John McHugh
By: _____
EE0DA7427C87468...
(Signature)

Name: John McHugh

(Print)

Title: Director, Procurement Services

Date: 7/17/2023

Echo360, Inc.
SUBSCRIPTION SOFTWARE SERVICES AGREEMENT
ATTACHMENT III
RENEWAL ORDER FORM

This document is a Renewal Order Form, dated July 1, 2020 (the “Effective Date”), established under and incorporated into the Subscription Software Services Agreement dated June 27, 2017 (the “Agreement”) between Echo360, nc. and **Virginia Commonwealth University**, (the “Customer”). The obligations set forth in this Order Form are in addition to those obligations and shall be in exchange for the payments as more fully set forth below. Any capitalized terms used and not defined herein shall have the meaning set forth in the Agreement. This Renewal shall apply to Customer’s School of Nursing.

This Renewal Order Form extends the Term of the initial Order Form in exchange for the annual payments and obligations as more fully set forth below, in the Agreement and as follows by:

- i) Customer is renewing an **Active Learning Annual SaaS license** for up to 1,000 AU and extending the Term for three (3) years beginning on July 1, 2020.
- ii) The new table and the related notes “Identification of Echo360 Software and Hardware, including any Options and Fees,” shall be the following:

IDENTIFICATION OF ECHO360 SOFTWARE AND HARDWARE INCLUDING ANY OPTIONS AND

Active Learning Annual SaaS License – 1,000 AU	Annual Subscription Service license for the cloud-based Echo360 Active Learning solution. Subscription includes: <ul style="list-style-type: none">• Lecture/content capture and remote learning• Student engagement (student notes, bookmarks,
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- study guide and peer to peer Q&A) \$22,800 \$22,800 \$22,800
- Instructional content library & content management
- Includes In-class assessment with polling, online quizzing, learner analytics and gradebook integration⁽²⁾
- Includes 1,000 ASR hours⁽⁷⁾

FEES:

Product Name	Product Description	Qty	ear 1 ending June 30, 2021	ear 2 ending June 30, 2022	ear 3 ending June 30, 2023
Active Users	Cumulative number of Active Users (AU) of the Software Services during each year of the Subscription Term. ⁽¹⁾	-	,000	,000	,000
Special Discount for VCU School of Nursing⁽³⁾			(\$4,800)	(\$4,800)	(\$4,800)
Subtotal Subscription License			\$18,000	\$18,000	\$18,000
Cloud Usage Bundle -- Included	Five (5) Cloud Usage Bundles included with the Echo360 license. ⁽⁴⁾	5	\$0	\$0	\$0
Cloud Usage Bundle -- Incremental	Cloud Usage Bundles purchased separately. @\$750 each. ^(4,5)		\$0	\$0	\$0
Subtotal Cloud Usage Bundles & Retention			\$0	\$0	\$0

Automatic Speech Recognition (ASR)	Annual fee for ASR, includes a minimum block of ,000 hours, each hour of transcription will be charged at a flat nonnegotiable rate of \$1.50 per hour, for a total of \$1,500 per block ^(6,7)	\$0	\$0	\$0
Subtotal Services		\$0	\$0	\$0
Echo360 Pods	9	\$4,500	(\$11,655 discount)	
Echo360 Pros	4	\$12,240	(\$3,200 discount)	
	Training ⁽⁸⁾	Included	Included	Included
Total Discounts		\$19,655		
total		\$34,740	\$18,000	\$18,000

1. The Subscription license fees are based on the cumulative number of Active Users accessing the Software Services at any time during each year of the Subscription Term.
2. If Echo360 Learning Capture is selected, Customer can experiment with polling for up to 500 Active Users in the first year of the Subscription Term; Incremental polling license for 500 Active Users can be added as an option to the Learning Capture license for an additional fee.
3. Special discounts require multi-year contract. Special discounts may not be applicable to a single-year contract.
4. Cloud Usage Bundle covers 5,000 hours of audio, video, course content, and application data streamed, downloaded, or viewed in a given timeframe.
5. Incremental Cloud Usage Bundle for Cloud-Based Active Learning Platform of 5,000 hours of streamed or downloaded content at \$750 per bundle. Cloud Usage Bundle estimates are made based on Customer inputs. Future year usage are estimates and can vary based on room deployment, the use of scheduling to increase capture frequency, and the degree to which instructors engage students with the platform. If Customer plans to increase its usage of the Software Services, Cloud Usage Bundle estimates should be increased accordingly. When usage exceeds prior purchased limits, an incremental Cloud Usage Bundle will be immediately provisioned and billed at the rate established herein.
6. Echo360 Active Learning license ASR Fees are based on the quantity of blocks, each block contains a minimum of 1,000 hours of transcription.
7. Unused purchased ASR hours will roll over to the subsequent Echo360 license Subscription Term. Unused ASR hours included with the Echo360 license agreement at no charge do not roll over to the subsequent Echo360 license Subscription Term but are reissued annually. If the Agreement is terminated, unused ASR hours will be forfeited.
8. Echo360 has optional training programs (onsite and remote) that can be used to train the trainer or train instructor users directly. The platform also includes numerous self-directed tutorials so users can learn on their own.
9. Echo360 PRO warranty coverage is for 3 years (included); Echo360 POD warranty coverage is for one year (included) or three years (for an optional fee). All failed Echo360 appliances approved for replacement under warranty must be returned to Echo360 within 30 days of receipt of replacement unit. Customer will pay \$3,795 each for any Echo360 PRO capture appliance not returned and \$1,295 each for each Echo360 POD capture appliance not returned. Echo360 POD Extended Warranty must be purchased at time of appliance purchase.

SUBSCRIPTION TERM: Three (3) years, commencing on July 1, 2020 and ending on June 30, 2023.

If the client decides to renew for one year (1) the cost will be \$22,500 for the license and Echo360 Pro devices will be @ \$3,860 per device. Echo360 Pod devices will be @ \$1,825.

CONTENT RETENTION. Except in the event of termination of this Agreement, Echo360 shall retain processed capture files, content, and usage information, excluding original master recordings, for a period of two (2) years from the date of creation and/or recording (the "Capture Event"). If Customer wishes to increase this storage retention period, it may purchase an increased storage retention period pursuant to an Order. Regardless of the storage retention period provided or purchased, Customer acknowledges the original master recordings created by or uploaded to the Software Services are not accessible to Active Users at any time during the Subscription Term, and that Echo360 reserves the right to automatically delete the master recordings thirty (30) days after a Capture Event or file upload.

V. **PAYMENT SUMMARY:** Year 1 Payment shall be due and owing thirty (30) days from receipt of the invoice (the "First Payment Date"), the Year 2 Payment due and owing on the first anniversary of the First Payment Date and Year 3 Payment due and owing on the second anniversary of the First Payment Date, unless prepaid. Echo360 shall issue an invoice to initiate payments in Years 2 and 3. All other Payments, including Fees incurred when SaaS Subscription License scope and Bundles are exceeded as per the table above, shall be due and owing thirty (30) days after receipt of an invoice from Echo360.

V. **CAPTURE APPLIANCES:** 0 new purchased Capture Appliances.

VI. **CUSTOMER'S CONTACT INFORMATION:**

Craig Anderson
VCU School of Nursing
Associate Dean for Business and Administration
1100 East Leigh Street
Richmond, Virginia 23298
804.828.5172

VII. **DIRECTIONS REGARDING PURCHASE ORDERS AND AGREEMENT SIGNATURE PAGE:** All Purchase Orders and executed Order Forms shall be sent via e-mail to salesops@echo360.com.

ON BEHALF OF ECHO360, INC.

DocuSigned by:
By: Jonny Abate
Signature) DB303CA4940B460...

ame: Anthony M. Abate

Print)

Title: Chief Operating Officer

09 April 2020

Date: _____

O BEHALF OF VCU School of Nursing

DocuSigned by:
By: Mark E Roberts
Signature) D36F5DBC34884FC...

ame: rk Roberts

Print)

Director, Procurement Services
Title: _____

4/6/2020

Date: _____

Echo360, Inc.
Master License Contract
AMENDED ORDER FORM N° 1

This Amended Order Form N°1 (the "Amended Order Form N°1", amends the previous Order Form, which was established under and incorporated into the VASCUPP Master License Contract #UCP142516-13jc ("the MLA"), dated October 22, 2006, by and between Echo360, Inc. and **Virginia Commonwealth University** (the "Customer"). The obligations set forth in this Amended Order Form N°1 are in addition to those obligations and shall be in exchange for the payments as more fully set forth below. Any capitalized terms used and not defined herein shall have the meaning set forth in the MLA. Except as amended by this Amendment N°1, the Order Form remains in full force and effect.

Under this Amended Order Form N°1, Customer is, amending the license previously purchased as follows:

- i) Customer is extending the Term in one (1) year ending June 30, 2020.
- ii) Starting on July 1, 2018, the new table and the related notes of the Order Form "I. ECHO360 SOFTWARE AND ASSOCIATED OPTIONS AND FEES" shall be the following:

I. ECHO360 SOFTWARE AND ASSOCIATED OPTIONS AND FEES:

Product Name	Product Description	Qty	Year 1 ending June 30, 2019	Year 2 ending June 30, 2020
Active Users	Cumulative number of Active Users of the Software Services during each year of the Subscription Term. ⁽¹⁾	-	30,000	30,000
Active Learning Annual SaaS License – 30,000 AU	Annual Subscription Service license for the cloud-based Echo360 Active Learning solution. Subscription includes: <ul style="list-style-type: none"> • Lecture/content capture and remote learning • Student engagement (student notes, bookmarks, study guide and peer to peer Q&A) • Instructional content library & content management • Includes two-year content storage • Includes In-class assessment with polling, online quizzing, learner analytics and gradebook integration⁽²⁾ 	1	\$360,000	\$360,000
	Special Discount for VCU		(\$220,000)	(\$210,000)

	Subtotal Subscription License		\$140,000	\$150,000
Cloud Usage Hours -- Included	Cloud Usage Hours included with the Echo360 license.			
	Year 1 400,000 hours	400,000	\$0 ⁽³⁾	\$0 ⁽⁴⁾
	Year 2 500,000 hours			
	Subtotal Cloud Usage Bundles		\$0	\$0
Non-recurring Options	Software Maintenance	Included		
	Support (Admin)	Included		
	Training ⁽⁵⁾	Optional		
	Capture Devices	Optional		
Total			\$140,000	\$150,000

1. The Subscription license fees are based on the cumulative number of Active Users accessing the Software Services at any time during each year of the Subscription Term.
2. If Echo360 Learning Capture is selected, Customer can experiment with polling for up to 500 Active Users in the first year of the Subscription Term; Incremental polling license for 500 Active Users can be added as an option to the Learning Capture license for an additional fee.
3. The fixed price is subject to the following restrictions: (a) The Customer does not exceed the number of Active Users per annum specified in this Order Form for the duration of the Subscription Term, (b) the Customer's Cloud Usage by Anonymous Users does not exceed 35% of the total cloud usage reported in the System in a given year under the Subscription Term, (c) the Customer's live streaming Cloud Usage does not exceed 10% of the total Cloud Usage reported in the System in a given Subscription Term, and (d) total number of hours of content streamed/downloaded, does not exceed 400,000 Cloud Usage Hours. Should any threshold be exceeded, the Customer will be able to continue to use the System, however, it will be charged the incremental per Active User license fee and/or incremental Cloud Usage Bundle fee required to support the increase in Active Users and/or usage over any thresholds.
4. The fixed price is subject to the following restrictions: (a) The Customer does not exceed the number of Active Users per annum specified in this Order Form for the duration of the Subscription Term, (b) the Customer's Cloud Usage by Anonymous Users does not exceed 35% of the total cloud usage reported in the System in a given year under the Subscription Term, (c) the Customer's live streaming Cloud Usage does not exceed 10% of the total Cloud Usage reported in the System in a given Subscription Term, and (d) total number of hours of content streamed/downloaded, does not exceed 500,000 Cloud Usage Hours. Should any threshold be exceeded, the Customer will be able to continue to use the System, however, it will be charged the incremental per Active User license fee and/or incremental Cloud Usage Bundle fee required to support the increase in Active Users and/or usage over any thresholds.
5. Echo360 has optional training programs (onsite and remote) that can be used to train the trainer or train instructor users directly. The platform also includes numerous self-directed tutorials so users can learn on their own.

II. SUBSCRIPTION TERM: Two (2) years, commencing on July 1, 2018 and ending on June 30, 2020.

III. CONTENT RETENTION. Except in the event of termination of this Agreement, Echo360 shall retain processed capture files, content, and usage information, excluding original master recordings, for a period of two (2) years from the date of creation and/or recording (the "Capture Event"). If Customer wishes to increase this storage retention period, it may purchase an increased storage retention period pursuant to an Order. Regardless of the storage retention period provided or purchased, Customer acknowledges the original master recordings created by or uploaded to the Software Services are not accessible to Active Users at any time during the Subscription Term, and that Echo360 reserves the right to automatically delete the master recordings twelve (12) weeks after a Capture Event.

IV. PAYMENT SUMMARY: Year 1 Payment shall be due and owing net thirty (30) days after the date of receipt of a valid invoice. The Year 2 Payment due and owing on the first anniversary of the First Payment Date, unless prepaid. All other Payments, including Fees incurred when SaaS Subscription License scope and Bundles are exceeded as per the table above, shall be due and owing thirty (30) days after receipt of an invoice from Echo360.

V. All other term and conditions of the MLA remain unchanged.

ON BEHALF OF ECHO360, INC.

DocuSigned by:
Anthony M. Abate
DB303CA4940B460...
By: _____
(Signature)

Name: Anthony M. Abate

(Print)

Title: Chief Operating Officer

Date: 19 June 2018

ON BEHALF OF VIRGINIA COMMONWEALTH UNIVERSITY

By: Patricia Perkins

(Signature)

Name: PATRICIA PERKINS

(Print)

Title: AVP FINANCE & BUDGET

Date: 6/15/2018

Echo360, Inc.
MASTER LICENSE CONTRACT
ORDER FORM

This document is an Order Form (the "**Order Form**"), dated , 2017 (the "**Effective Date**") established under and incorporated into the VASCUPP Master License Contract #UCP142516-13jc (the "**MLA**") dated October 22, 2006 by and between Echo360, Inc. ("**Echo360**") and Virginia Commonwealth University ("**Customer**")

This Order Form amends the initial Order Form in exchange for the annual payments and obligations as more fully set forth below, in the MLA and as follows by:

- i) Customer's is renewing EchoSystem License for a period of one (1) year starting on July 1, 2017 and ending on June 30, 2018 (the "ESS Term").
- ii) Starting on July 1, 2017, Customer will have access to the Echo360 Active Learning Customer Trial (ECT) for the software services (the "Software Services") for up to twelve (12) months, at no cost.
- iii) For the subsequent License Term, starting on July 1, 2018, Customer is upgrading its current EchoSystem Site License to an **Echo360 Learning Capture Annual SaaS License** for up to 30,000 SU as per pricing below. The Services, as defined therein, will then be governed by the terms and conditions of the Addendum #4 of the VASCUPP Master License Contract #UCP-142516-13JC ("the SAAS Addendum").

I. ECHO360 SOFTWARE AND ASSOCIATED OPTIONS AND FEES:

Product Name	Product Description	Quantity	Year 1, ending June 30, 2018	Year 2, ending June 30, 2019
Echo360 EchoSystem Site License	Enrollment-based site license of the EchoSystem lecture capture solution for up to 30,000 SU, license includes: <ul style="list-style-type: none"> • Unlimited use of Classroom Capture software • Unlimited use of Personal Capture Software • Standard Support 	1	\$159,705	N/A
Echo360 Active Learning Customer Trial	Customer Trial of Echo360 Active Learning platform for 1,500 SU and includes 2,500 hours of content streamed for up to twelve (12) months.	1	\$0	N/A
Student Users	Student User shall mean any active user of the system during a contract year who is not an instructor, teaching assistant or administrator employed by the institution, which shall include but not be limited to individuals registered directly in the Echo360 system or students or other users granted access, directly or indirectly, to recorded content, live streams, and system functionality via public links or integrations with any other Customer system or network.. ⁽¹⁾		30,000	

Learning Capture Annual SaaS License	Annual Subscription Service license for the cloud-based Echo360 Active Learning solution. Subscription includes: <ul style="list-style-type: none"> Lecture/content capture and remote learning Student engagement (student notes, bookmarks, study guide and peer to peer Q&A) Instructional content library & content management EXCLUDES In-class assessment with polling, online quizzing, learner analytics and gradebook integration⁽²⁾ Includes one (1) Cloud Usage Bundle of 5,000 hours of streamed or downloaded content⁽⁴⁾. 	1	\$0	\$145,000
Special Discount for Virginia Commonwealth University ⁽³⁾			N/A	(\$23,450)
Subtotal License/Subscription			\$159,705	\$121,550
Cloud Usage Bundle – 2 year Content Storage	Cloud Usage Bundles are purchased separately. The bundles include 5,000 hours of audio, video, course content, and application data streamed, downloaded, or viewed @\$600 each. ^(4,5)	4	N/A	\$2,400
Echo360 PRO	This standard Echo360 PRO appliance price includes a three-year warranty; @\$3,795 each ⁽⁶⁾	0	\$0	\$0
Echo360 POD	This standard Echo360 POD appliance price includes a one-year warranty; @\$1,295 each ⁽⁶⁾	0	\$0	\$0
Total			\$159,705	\$123,950

- Echo360 Active Learning and Learning Capture SaaS subscription license fees are based on the cumulative number of active Student Users during a contract year Faculty users do not count toward user totals for SU pricing.
- If Echo360 Learning Capture is selected, Customer can experiment with polling for up to 500 student users in the initial contract year; Incremental polling license for 500 student users can be added as an option to the Learning Capture license for an additional fee.
- Special discounts require multi-year contract.
- Incremental Cloud Usage Bundle for Cloud-Based Active Learning Platform of 5,000 hours of streamed or downloaded content at \$600 per bundle. Cloud Usage Bundle covers 5,000 hours of audio, video, course content, and application data streamed, downloaded, or viewed in a given timeframe and includes two (2) years of captured or uploaded content storage made available for student access. Additional years of active storage are available for an additional fee. All bundles purchased must have the same storage terms. Cloud Usage Bundles are for the given year and do not roll to subsequent years if not used.
- Cloud Usage Bundle estimates are made based on Customer inputs. Future year usage are estimates and can vary based on room deployment, the use of scheduling to increase capture frequency, and the degree to which instructors engage students with the platform. If Customer plans to increase its usage of the platform, Cloud Usage Bundle estimates should be increased accordingly. When usage exceed prior purchased limits, an incremental Cloud Usage Bundle will be immediately provisioned and billed at the rate established herein.
- Echo360 PRO warranty coverage is for 3 years (included); Echo360 POD warranty coverage is for one year (included) or three years (for an optional fee). All failed Echo360 appliances approved for replacement under warranty must be returned to Echo360 within 30 days of receipt of replacement unit. Customer will pay \$3,795 each for any PRO capture appliance not returned and \$1,295 each for each POD capture appliance not returned. Echo360 POD Extended Warranty must be purchased at time of appliance purchase.

II. TERM: a) License Period: One (1) year starting on July 1, 2017 and ending on June 30, 2018;

b) Subscription Term: One (1) year commencing on July 1, 2018 the "The Subscription Start Date") and ending on June 30, 2019.

III. PAYMENT SUMMARY: Year 1 Payment shall be due and owing thirty (30) days from the Effective Date (the "First Payment Date") as specified in VASCUPP Master License Contract #UCP-142516-13JC, the Year 2 Payment due and owing on the first anniversary of the First Payment Date, unless prepaid. Year 2 Payment, including Fees incurred when License scope and Bundles are exceeded as per the table above, shall be due and owing forty-five (45) days after receipt of an invoice from Echo360 as specified in Addendum #4.

IV. CAPTURE APPLIANCES: N/A

V. ECHOSYSTEM LICENSED USE POST JUNE 30, 2017: If Customer has a valid Echo360 Active Learning or Echo360 Learning Capture license, they may continue to use their current EchoSystem license on premises at the same time and for no additional fee from July 1, 2017 to June 30, 2018 (the "Extended Term") subject to the following modification to the EchoSystem license Terms: (i.) Echo360 shall continue to provide support services for the EchoSystem Server (ESS) software as it exists on 30 June 2017; (ii.) Software updates will no longer be provided; specifically, no changes will be made to enhance, or repair EchoSystem software after its announced End of Service Date (30 June 2017), but Echo360 shall provide commercially reasonable support to customers on how to best deploy, configure, manage, and operate this final iteration of the ESS software on customer premises; (iii.) Issues resulting from any Third Party Software changes, such as Adobe Flash Player browser incompatibility, shall be expressly excluded from any maintenance and support services for EchoSystem provided by Echo360 during the Extended Term; and (iv.) Echo360 will continue to provide solution maintenance and support for the purchased Echo360 Active Learning or Echo360 Learning Capture cloud solution beyond 30 June 2017, and can assist customers in transition from EchoSystem to these supported solutions.

VI. SCOPE OF PURCHASED SUBSCRIPTION SOFTWARE SERVICES: use of the purchased Software Services is limited to Virginia Commonwealth University authorized Users.

VII. CUSTOMER'S CONTACT INFORMATION:

Colleen Bishop
Director, Learning Systems
Technology Services
Virginia Commonwealth University
804.828.9914
804.828.4892(fax)
cbishop4@vcu.edu

VIII. DIRECTIONS REGARDING PURCHASE ORDERS AND EXECUTED ORDER FORMS: All Purchase Orders and executed Order Forms shall be sent via e-mail to salesops@echo360.com.

ON BEHALF OF ECHO360, INC.

ON BEHALF OF: VIRGINIA
COMMONWEALTH UNIVERSITY

DocuSigned by:
By: Tony Abate
(Signature) CA4940B460...

Name: Anthony M. Abate

(Print)

Title: Chief Operating Officer

Date: 28 June 2017

By: Jackie Colbert
(Signature)

Name: Jackie Colbert
Category Manager / Contracting Officer

(Print)

Title: _____

Date: June 28, 2017

Echo360, Inc.
RENEWAL QUOTE

This Renewal quote shall be incorporated into The VASCUPP Master License Contract #UCP-142516-13JC dated October 22, 2006 (the "MLA") between Echo360, Inc. and Virginia Commonwealth University (the "Customer").

This renewal quote extends the term of the initial Order Form in exchange for the annual payments and obligations as more fully set forth below, in the MLA and as follows by:

- i) The license rights and obligations of Virginia Commonwealth University will be extended for one (1) additional year ending June 30, 2017 under an enrollment Site License.

I. IDENTIFICATION OF ECHO360 SOFTWARE

Product Name	Product Description	Quantity	Year Ending June 30, 2017
Echo360 EchoSystem Site License	Enrollment-based site license of the EchoSystem lecture capture solution for up to 30,000 FTE ⁽¹⁾ . Site license includes: <ul style="list-style-type: none"> • Unlimited use of Classroom Capture software • Unlimited use of Personal Capture Software • Standard Support 	1	\$159,705
Total:			\$159,705

1. Student enrollment is determined using the Integrated Postsecondary Education Data System (IPEDS) calculation (full-time enrollment + 1/3 part-time enrollment). Official current enrollment for pricing calculations can be found at <http://nces.ed.gov/ipeds/>

II. LICENSE PERIOD: One (1) Year commencing on **July 1, 2016** and ending on **June 30, 2017** ("The License Period").

III. PAYMENT SUMMARY: Year 1 Payment due and owing at the earlier of thirty (30) days from the Effective Date, or the date the Software is installed in any Customer facility (the "First Payment Date").

IV. CUSTOMER'S CONTACT INFORMATION:

Colleen Bishop
Director, Learning Systems
Technology Services
Virginia Commonwealth University

804.828.9914
804.828.4892(fax)
cbishop4@vcu.edu

V. DIRECTIONS REGARDING PURCHASE ORDERS AND MLA SIGNATURE PAGE:

All Purchase Orders and MLA signature pages shall be sent via e-Fax to 703-738-7724.

ON BEHALF OF ECHO360, INC.

By: DocuSigned by:
Christopher K. Huff
(Signature) CE3E4B72384941B...

Name: Christopher K. Huff
(Print)

Title: SVP, Worldwide Sales

Date: 10 June 2016

ON BEHALF OF VIRGINIA
COMMONWEALTH UNIVERSITY

By: Jackie Collier
(Signature)

Name: _____
(Print)

Title: _____

Date: June 10, 2016