

QUMU DATA PROCESSING AGREEMENT

This Data Processing Agreement (the “**Agreement**”) is made between **Qumu, Inc.** having its place of business at 1350 Old Bayshore Hwy, Suite 470, Burlingame, CA 94010 (the “**Provider**” or “**Qumu**”) and the client legal entity noted on an Order Form for the purchase of access to Qumu’s Services pursuant to the terms of the Services Agreement (the “**Client**”).

The parties to this Agreement have entered into an agreement and Order Form (the “**Services Agreement**”) whereby the Provider provides services, including the Qumu Cloud Platform, (the “**Services**”) to Client under the terms of the Services Agreement. Pursuant to the Client’s acceptance of the terms of the Services Agreement and any Order Form and subject to clauses 5.3 and 5.4 of the Services Agreement, this Agreement forms part of the Services Agreement between Qumu and the Client. The terms used in this Agreement shall have the meanings set forth below. Capitalized terms not defined herein shall have the meaning set forth in the Services Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall apply, with respect to the processing of Personal Data, in addition to the terms of the Services Agreement. Except where the context requires otherwise, references in this Agreement to the Agreement are to the Services Agreement as amended by, and including, this Agreement. Each reference to the Agreement below means this Agreement including its Schedules and Appendices.

In the course of providing the Services to Client pursuant to the Services Agreement, Provider may Process Personal Data on behalf of Client and the parties agree to comply with the following provisions with respect to any Personal Data.

1. Effectiveness.

- 1.1 **Legal Authority.** Client represents to Provider that he or she has the legal authority to bind Client and is lawfully able to enter into contracts (e.g., is not a minor).
- 1.2 **Termination.** This Agreement will terminate upon the earliest of: (i) termination of the Agreement as permitted hereunder or by the expiration or termination of any Order Form and Services Agreement between Qumu and the Client (and without prejudice to the survival of accrued rights and liabilities of the parties and any obligations of the parties which either expressly or by implication survive termination) or (ii) as agreed by the parties in writing. Provider's obligations hereunder shall survive the termination of the Services Agreement until such time Provider no longer has access to, hosts or retains Personal Data.

2. Definitions.

“**Client Personal Data**” means any Personal Data Processed by Provider (or a Sub-processor) on behalf of Client pursuant to or in connection with the Agreement;

“**Data Protection Laws**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, and the GDPR,

applicable to the Processing of Client Personal Data under the Agreement which are applicable to Client.

“**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

“**Sub-processor**” means any person (including any third party, but excluding an employee of Provider or any of its sub-contractors) appointed by or on behalf of Processor to Process Personal Data on behalf of Client under the Agreement

The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**", "**Processor**", and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and shall be construed accordingly.

3. Processing of Personal Data.

3.1 **Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Client is the Data Controller, Provider is a Data Processor and that Provider will engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below.

3.2 **Client Authority.** Client represents and warrants that it is and will at all relevant times remain duly and effectively authorized to give the instruction set forth in Section 3.4 below on behalf of itself.

3.3 **Client’s Processing of Personal Data.** Client shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws. Client’s instructions for the Processing of Personal Data shall comply with Data Protection Laws. In addition, Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Client acquired Personal Data.

3.4 Provider’s Processing of Personal Data.

(a) Provider shall only Process Client Personal Data for the purpose of the provision of the Services under the Agreement and in accordance with Client’s documented instructions, which are consistent with the terms of the Services Agreement, unless Processing is required by Data Protection Laws to which Provider (or the applicable sub-processor) is subject, in which case Provider shall to the extent permitted by the Data Protection Laws inform Client of that legal requirement before the relevant Processing of that Client Personal Data. Qumu agrees and acknowledges that it will Process Personal Data in accordance with the GDPR requirements directly applicable to Qumu’s provision of its Services.

(b) The Services Agreement and any Order Forms thereunder, or other duly documented instructions are Client’s complete and final instructions to Provider for the Processing of Client Personal Data. Any additional or alternate instructions must be agreed upon separately. Such instructions constitute: The processing of Client Personal Data (i) in accordance with the Services Agreement, and any Order Forms under the Services Agreement, including without limitation with the transfer of Client Personal Data to any country or territory; and (ii) to comply with other documented instructions provided by Client where such instructions are consistent with the terms of the Services Agreement.

(c) Where Provider considers that an instruction infringes GDPR or of any other legal provision of the Union or of Member States bearing on data protection, it shall immediately inform Client of this. Where Provider is obliged to transfer Personal Data to a third country or an international organization, under Union law or Member State law to which Provider is subject, Provider shall inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

3.5 **Details of the Processing.** The subject-matter of Processing of Client Personal Data by Provider is the performance of the Services pursuant to the Services Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Client Personal Data and categories of Data Subjects Processed under this Agreement, as required by article 28(3) of the GDPR are further specified in Exhibit A to this Agreement, as may be amended by the parties from time to time.

4. **Provider Personnel.**

4.1 **Contractual Obligations.** Provider shall ensure that the persons authorized to process Personal Data hereunder: (i) are bound by appropriate contractual obligations or are under an appropriate statutory obligation of confidentiality, data protection and data security; and (ii) process Personal Data only on instructions from Client, unless required to do so by Union, Member State, or other applicable law.

4.2 **Access.** Provider shall restrict its personnel from Processing Client Personal Data without authorization by Provider and shall limit the Processing to that which is needed for the specific individual's job duties in connection with Provider's provision of the Services under the Services Agreement.

5. **Sub-processors.**

5.1 **Appointment of Sub-processors.** For the purpose of the appointment of Sub-processors, Client acknowledges and agrees that Provider may engage third-party Sub-processors in connection with the provision of the Services, including without limitation the Processing of Client Personal Data, subject to the provisions of this Section 5.

5.2 **List of Current Sub-processors and Notification of New Sub-processors.** When requested by the Client, the Provider shall make available to Client an up-to-date list of all Sub-processors used for the processing of Client Personal Data.

5.3 **Objection Right for New Sub-processors.** Provider shall give Client prior written notice of the appointment of any new Sub-processor, including full details of the Processing to be undertaken by the Sub-processor. If, within fifteen (15) days of receipt of that notice, the Client notifies Provider in writing of any objections (on reasonable grounds) to the proposed appointment, then (i) Provider shall work with Client in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Sub-processor; and (ii) where such a change cannot be made within thirty (30) days from Provider's receipt of Client's notice, notwithstanding anything in the Agreement, Client may by written notice to Provider with immediate effect terminate the Agreement to the extent that it relates to the Services which require the use of the proposed Sub-processor.

5.4 **Sub-processing Agreement; Liability.** Provider has and will enter into a written agreement with each Sub-processor or new Sub-processor (the "**Sub-processing Agreement**")

containing data protection obligations not less protective than those in this Agreement in particular providing sufficient guarantees to implement appropriate technical and organizational measures with respect to the protection of Client Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor. Provider shall be liable for the acts and omissions of its Sub-processors to the same extent Provider would be liable if performing the services of each Sub-processor directly under the terms of this Agreement.

6. Security.

- 6.1 **Adequate Measures.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Provider shall in relation to the Client Personal Data implement and maintain throughout the term of this Agreement, the technical and organizational measures set forth in Exhibit B (the "**Security Measures**"). Client acknowledges and agrees that it has reviewed and assessed the Security Measures and deems them appropriate for the protection of Client Personal Data.
- 6.2 **Personal Data Breach Risk.** In assessing the appropriate level of security, Provider shall take account of the risks that are presented by Processing, in particular from a Client Personal Data Breach.

7. Data Subject Rights.

- 7.1 **Correction, Restriction and Deletion.** Provider shall comply with any commercially reasonable request by Client to correct, amend, restrict processing, or delete Client Personal Data, as required by Data Protection Laws, to the extent Provider is legally permitted to do so.
- 7.2 **Measures to assist with Data Subject Rights.** Taking into account the nature of the Processing, Provider shall assist Client by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Client's obligations, as reasonably understood by Client, to respond to requests to exercise Data Subject rights under the Data Protection Laws. To the extent legally permitted, Client shall be responsible for any costs arising from Provider's provision of such assistance.
- 7.3 **Response to Requests:** Provider:
- (a) shall promptly notify Client if it or any Sub-processor receives a request from a Data Subject under any Data Protection Laws in respect of Client Personal Data; and
 - (b) shall not and shall ensure that no Sub-processor responds to that request except on the documented instructions of Client or as required by Data Protection Laws to which Provider or Sub-processor is subject, in which case Provider shall, to the extent permitted by such Data Protection Laws inform Client of that legal requirement before it or the applicable Sub-processor responds to the request.

8. Personal Data Breach.

- 8.1 **Notification of Data Breach.** Provider shall, to the extent permitted by law, notify Client without undue delay upon Provider or any Sub-processor becoming aware of a Personal Data Breach affecting Client Personal Data, providing Client with sufficient information and documentation to allow Client to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8.2 **Assistance to Client.** Provider shall co-operate with Client and take such reasonable commercial steps as are directed by Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9. **Data Protection Impact Assessment and Prior Consultation.**

Provider shall provide reasonable assistance to Client with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Client reasonably considers to be required of it by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Client Personal Data by, and taking into account the nature of the Processing and information available to, Provider or the Sub-processors.

10. **Return or Destruction of Personal Data.**

10.1 **Return or Deletion.** Subject to the provisions of Section 10.2 below, at Client's election, made by written notice to Provider following thirty (30) days of the date of cessation of any Services involving the Processing of Client Personal Data (the "**Cessation Date**"), Provider shall, and shall procure that all Sub-processors: (i) return a complete copy of all Client Personal Data to Client in such format and manner requested by Client and reasonably acceptable to Provider; and (ii) delete and procure the deletion of all other copies of Client Personal Data Processed by Provider or any Sub-processor. Provider shall comply with any such written request within thirty (30) days of the Cessation Date.

10.2 **Retention of Copies.** Provider and each Sub-processor may retain Client Personal Data to the extent required by applicable European Union law or the law of an EU Member State and only to the extent and for such period as required by such laws and always provided that Provider shall ensure the confidentiality of all such Client Personal Data and shall ensure that such Client Personal Data is only Processed as necessary for the purpose(s) specified in such law requiring its storage and for no other purpose.

11. **Data Protection Officer.**

If the Provider is required to have one pursuant to Article 37 GDPR or has designated one, then the Provider shall communicate to Client the name and contact details of its data protection officer.

12. **Record of Processing Activities; Documentation.**

12.1 **Records.** To the extent they are applicable to Provider's Processing activities for Client, Provider shall maintain all records of Processing required by Article 30(2) of the GDPR and shall make them available to Client upon request

12.2 **Documentation.** Subject to the provisions of Section 13.3 below, at Client's written request, Provider shall provide Client with the necessary documentation for demonstrating compliance with all of Provider's obligations under this Agreement and for allowing Client or any other auditor it has authorized to conduct audits, including inspections, and for contributing to such audits.

13. **Audit.**

13.1 **Audit Process.** Provider shall allow for and contribute to audits, including inspections, by any Client or an auditor mandated by Client in relation to the Processing of the Client Personal Data by Provider or Sub-processors as follows:

- (a) An audit shall be carried out up to once per year, unless otherwise required by Data Protection Law and Regulation, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory.
- (b) Provider shall provide Client (or its representative) and such supervisory or regulatory authority with information and assistance as reasonably necessary to conduct the audit.
- (c) Audits shall be conducted during Any audit must be conducted during Provider's regular business hours with a representative of Provider present and subject to Provider's policies, and may not unreasonably interfere with Provider's premises, equipment, personnel or business activities. To request an audit, Client must submit a detailed proposed audit plan to Provider, in accordance with the "Notices" Section of the Agreement, at least two weeks in advance of the proposed audit start date. The proposed audit plan must describe the proposed scope, duration and start of the audit. Provider will review the proposed audit plan and provide Client with any concerns or questions and Client and Provider will work cooperatively to agree on a mutually agreeable audit plan.
- (d) If the requested audit scope is addressed in third party audit or certification of its privacy and security controls reasonably acceptable to Client on its systems examining logical security controls, physical security controls, and system availability, as produced by a third party auditor in relation to the Services (the "**Third Party Audit**") issued within the prior twelve months and Provider provides such report to Client confirming there are no known material changes in the controls audited, Client agrees to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report, however, Client shall retain its audit rights with respect to relevant subject matter that is not covered by the Third Party Audit, and with respect to any covered controls that are reported to be deficient in any such audit report(s). It is clarified that the information in the Third Party Audit report will constitute Provider Confidential Information under the confidentiality provisions of the Agreement or a non-disclosure agreement, as applicable.

13.2 **Following the Audit:**

- (a) Client will be responsible for any fees charged by any auditor appointed by Client to execute any such audit. Provider will provide Client with further details of any applicable fee, and the parties will negotiate in good faith with respect to any charges or fees that may reasonably be incurred by Provider to provide assistance with an audit that requires use of resources different from or in addition to those required to perform the Services.
- (b) Client shall promptly notify Provider with information regarding any non-compliance discovered during the course of an audit.

14. **Transfer of Personal Data.**

- 14.1 **Standard Contractual Clauses.** Subject to the provisions of Section 14.2 below, to the extent Client Personal Data is transferred under this Agreement from the European Economic Area and/or its Member States to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations, to the extent such transfers are subject to such Data Protection Laws and Regulations, the Client (as "**data exporter**") and Provider (as "**data importer**") hereby enter into the contractual

clauses set out in Exhibit C (the "**Standard Contractual Clauses**"), amended as indicated (in square brackets and italics) in such Exhibit and under Section 14.4 below in respect of the transfers.

- 14.2 **Applicability.** Section 14.1 shall not apply to a cross border transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant cross border to take place without breach of applicable Data Protection Law and Regulation. The Standard Contractual Clauses apply to (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all affiliates of Client, if any, established within the European Economic Area (EEA) and Switzerland that have purchased Services on the basis of an Order Form. For the purpose of the Standard Contractual Clauses and this Section 14, the Client and its affiliates shall be deemed to be "Data Exporters".
- 14.3 **Precedence.** In the event of any conflict or inconsistency between this Agreement and the Standard Contractual Clauses in Exhibit C hereof, the Standard Contractual Clauses shall prevail.
- 14.4 **Sub-processors.** Provider warrants and represents that, before the commencement of any cross-border transfer to a Sub-processor, Provider's entry into the Standard Contractual Clauses under Section 14.1 above, or agreement to variations to those Standard Contractual Clauses made under Section 14.5 below, as agent for and on behalf of that Sub-processor, will have been duly and effectively authorized (or subsequently ratified) by that Sub-processor.
- 14.5 **Changes to the Standard Contractual Clauses:** The parties agree that:
- (a) This Agreement, the Services Agreement and any Order Forms thereunder, are Client's complete and final instructions to Provider for the Processing of Client Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Client to Provider to Process Client Personal Data: The processing of Client Personal Data (i) in accordance with the Services Agreement, this Agreement and any Order Forms under the Agreement, including without limitation the transfer of Client Personal Data to any country or territory; and (ii) to comply with other documented instructions provided by Client where such instructions are consistent with the terms of the Agreement.
 - (b) The audits described in Clause 5(f), Clause 11 and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the provisions of Sections 13.3-13.4 above.
 - (c) Pursuant to the provisions of Clause 5(h) of the Standard Contractual Clauses, Client acknowledges and agrees that Provider may engage third-party Sub-processors in connection with the provision of the Services, including without limitation the Processing of Client Personal Data. Provider shall make available to Client an up-to-date list of all Sub-processors used for the processing of Client Personal Data in accordance with the provisions of Section 5.2 above.
 - (d) Pursuant to Clause 5(h) of the Standard Contractual Clauses, Client acknowledges and expressly agrees that Provider may engage new Sub-processors in accordance with the provisions of Sections 5.2 - 5.5 above.

- (e) The copies of the Sub-processor agreements that must be sent by the Supplier to the Client pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or provisions unrelated to the Standard Contractual Clauses or their equivalent, removed by the Supplier beforehand; and, that such copies will be provided by Provider only upon reasonable request by Client.
- (f) That Section 15 below shall apply without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses.
- (g) The certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Provider to the Client only upon Client's request.
- (h) Section 16 below shall be deemed to apply to any violation of the Standard Contractual Clauses.

15. Limitation of Liability.

- 15.1 Regardless of the nature of the claim, neither party (or their respective affiliates) shall be liable to the other party under this Agreement and/or the Standard Contractual Clauses for loss of profits, sales or business, loss of anticipated savings, loss of use or corruption of software, data or information, work stoppage or any consequential, incidental, special, cover, punitive, or exemplary damages arising out of or related to the transactions contemplated under this agreement, even if apprised of the likelihood of such losses.
- 15.2 Each party's and all of its affiliates' liability, taken together in the aggregate, arising out of or related to this Agreement, and all individual versions of this Agreement between affiliates and Qumu, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' clause (13) of the Services Agreement, and any reference in such clause to the liability of a party means the aggregate liability of that party and all of its affiliates under the Agreement.

EXECUTED by and on behalf of **Qumu, Inc.:**

DocuSigned by:
Max Garth
.....
09C850944784486...

Name: Max Garth

Role: Head of Legal

Date: 9/29/2020

EXECUTED by and on behalf of the **Client:**

.....

Name:

Role:

Date:

EXHIBIT A TO DATA PROCESSING AGREEMENT: DETAILS OF PROCESSING

- **Duration of the Processing:** The duration of data processing shall be for the term agreed between data exporter and Provider in the Services Agreement or an applicable Order Form.
- **Nature and purpose of the Processing:** The scope and purpose of processing of the Data Subjects' personal data is to facilitate the provision of Provider's Services under the Order Form.
- **Types of Client Personal Data:** The Personal Data transferred is: Images, names and any other personal data which is entered by the data exporter in its sole discretion, in an electronic form in the context of the Services provided under the Order Form and Services Agreement.
- **Categories of Data Subjects:** Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the Services provided by data importer.

EXHIBIT B TO DATA PROCESSING AGREEMENT: SECURITY CONTROLS

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The data importer has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Client Data (as defined in the Services Agreement) against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction. The data importer's technical and organizational measures including its security program is designed to protect the confidentiality, integrity, and availability of Client Data processed through Cloud Platform (as defined in the Services Agreement) by using a multi-tiered technical, procedural, and people-related control approach in accordance with industry best practices and applicable laws and regulations. While the data importer is responsible for its implementation and operation of its security program and the protection measures described herein, security and privacy with respect to the Cloud Platform are shared responsibilities between the parties. The data exporter acknowledges that it is responsible for using and enforcing the controls and functionality available within the Cloud Platform to support its own compliance requirements for the Processing of Client Data in accordance with the data exporter's responsibilities to its Users and applicable laws and regulations.

Exhibit C – Model Contractual Clauses

**Commission Decision C(2010)593
Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: The applicable Client legal entity noted in the Order Form

Address:

Tel.:; fax:; e-mail:

(the data **exporter**)

And

Name of the data importing organisation: **Qumu Inc**

Address: 1350 Old Bayshore Highway, Suite 470, Burlingam, CA 94010, USA

Tel.: +44 20 3655 2760; email:

(the data **importer**)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of

security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:

- (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Signature.....

On behalf of the data importer:

Name (written out in full): Max Garth

Position: Head of Legal

Address: 1350, Old Bayshore Highway, Suite 470, Burlingame, CA 94010, USA

Signature.....

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APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is the legal entity specified in the applicable Order Form between Qumu and the Client.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

A provider of a multi-tenant web based SaaS platform which enables the creation, delivery and storage of live and on-demand video.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the Services provided by data importer.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Images, names and any other personal data which is entered by the data exporter in its sole discretion, in an electronic form in the context of the Services provided under the Order Form and Services Agreement.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

The personal data transferred includes any special categories of data, the extent of which is determined and controlled by the data exporter in its sole discretion, in an electronic form in the context of the Services provided under the Order Form and Services Agreement.

Processing operations

a. Duration and Object of Data Processing. The duration of data processing shall be for the term designated under Order Form between data exporter and the data importer. The objective of the data processing is the performance of Services as defined under the Services Agreement which is referenced in the Order Form.

b. Scope and Purpose of Data Processing. The scope and purpose of processing personal data is described in the Services Agreement. The data importer utilises a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors operate such facilities.

c. Client Data (as defined in the Services Agreement) Access. For the term designated under the Order Form, data importer will as necessary under applicable law, provide data exporter with the ability to correct, delete, or block Client Data.

d. Client Data Deletion or Return. Upon expiration or termination of data exporter's use of the Services, it may extract Client Data and data importer will delete all Client Data save in respect of any data it is obliged or entitled to retain pursuant to applicable data protection laws.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

See Exhibit B to Agreement above.