Agreement for the Provision of the Qumu Cloud Platform

This Agreement (as defined below) is entered into by and between the Qumu legal entity identified on the Order Form (as defined below) ("**Qumu**") and the Client legal entity identified in the Order Form (the "**Client**") which incorporates this Agreement. This Agreement sets out the terms upon which Qumu agrees to provide the Services (as defined below), including the Cloud Platform, to the Client.

Terms & Conditions

1.   Interpretation

1.1   The definitions and rules of interpretation in this clause apply in the Agreement.

"Administrators" means those individuals who are employees, agents and independent contractors of the Client and are nominated by the Client as authorized to manage the Client's account on the Cloud Platform, including, without limitation, to configure administration settings, assign access and User authorizations and request different or additional services.

"Agreement" means any Order Form referencing these Terms & Conditions, the Support Policy, these Terms & Conditions and, if Pathfinder Software and/or UCGS is purchased by the Client under an Order Form, the Pathfinder and UCG Terms.

"Authorized Users" means Administrators and Users.

"Back-Up Policy" means the policy available at www.qumu.com/legal or such other website address as may be notified by Qumu to the Client from time to time.

"Business Day" means, if this Agreement is subject to clause 16.12, any day which is not a Saturday, Sunday or public holiday in the United States; or if this Agreement is subject to clause 16.13, any day which is not a Saturday, Sunday or public holiday in the United Kingdom.

"Capacity" means the amount of Bandwidth and Storage (both as defined in an Order Form) and/or Concurrent Live Streams available to, or used by, the Client in relation to the Services, as specified in the Order Form or increased in accordance with clause 3.

"Client Data" means the content, data or other material inputted by the Client or its Authorized Users, or by Qumu on the Client's behalf, for the purpose of using the Services.

"Cloud Platform" means the on demand platform provided by Qumu which enables the upload, storage, delivery and display of video on demand and live video content.

"Concurrent Live Stream" means an inbound media stream sent to the Client's instance of the Cloud Platform, at any particular point in time, for the purpose of ingestion and/or streaming such inbound media stream into the Client's instance of the Cloud Platform. Each such existing inbound media stream is counted as a 'Concurrent Live Stream' whether or not it is actually in use. If an inbound media stream is replicated it is counted as a separate Concurrent Live Stream even if the content of such inbound media stream is identical.

"Confidential Information" means (a) for Qumu, the Hybrid Services, PS, UCGS, and Documentation; (b) for the Client, Client Data; (c) any other information of a party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party receiving Confidential Information (the "**Recipient**") (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient would clearly understand it to be confidential information of the disclosing Party; and (d) the specific terms and conditions of this Agreement between the Parties.

"Contract Year" means a 12 month period commencing with the Subscription Start Date or any anniversary of it.

"Documentation" means the document(s) made generally available to the Client by Qumu which sets out a description of the Services and the user instructions for the Services including the document(s) available online via Success or www.qumu.com or such other web address notified by Qumu to the Client from time to time.

"Features" means features, extensions and add-ons which may be available from time to time as part of the Services, whether as standard or optional, such as the number of possible Authorized Users. Such Features may be expressly provided for in an Order Form.

"Fees" means the Subscription Fees and all other fees stated in this Agreement as being payable by the Client.

"**GDPR**" means Regulation 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.

"Hardware" means any hardware or other equipment supplied by Qumu to the Client as specified in the Order Form.

"Hybrid Services" means the combination of the Cloud Platform with Pathfinder Software and/or UCGS and/or Hardware.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Maintenance" means maintenance provided by Qumu in relation to the Services, in accordance with the terms of the Support Policy.

"Order Form" means the document in which Qumu provides information on the Services, the Hardware (if appliable), Fees for Professional Services (if applicable and the Fees being paid by Client in conjunction with the Services.

"Pathfinder and UCG Terms" means the terms applicable to the Client's use of Pathfinder Software and/or UCG Software, where the Client licenses Pathfinder Software and/or UCG Software from Qumu under an Order Form, as attached to these Terms & Conditions.

"**Pathfinder Software**" or "**PS**" is an Enterprise Content Delivery Network (eCDN) installed on hardware owned by

the Client to optimize live and on demand media delivery from the Cloud Platform for the provision of Hybrid Services.

"Professional Services" means professional services, if any, to be provided by Qumu pursuant to a SOW (the Fees for which shall be set out in the Order Form).

"Services" means the subscription services specified in the Order Form, including but not limited to the Cloud Platform and Hybrid Services. For the avoidance of doubt, Services shall not include Professional Services.

"Software" means the software, online use of which is provided to the Client by Qumu as part of the Services.

"Statement of Work" or **"SOW"** means a document signed by the parties setting out a specific set of activities and/or services to be provided by Qumu in connection with the provision of any Professional Services.

"**Subcontractor**" means a third party that Qumu has engaged to perform a portion of the Services or Professional Services on behalf of Qumu.

"Subscription Fees" means the fees payable by the Client to Qumu for the right to use the Services and receive Maintenance and Support, as set out in the Order Form.

"Subscription Period" means the period as specified in the Order Form, beginning with the Subscription Start Date, in respect of which the Client has paid Subscription Fees and any other Fees due under this Agreement and any associated Order Form inclusive of any renewal periods provided for in clause 14.1.

"Subscription Start Date" means the date specified in the Order Form when the Client's subscription to any Services begins.

"**Success**" means Qumu's help center website available at https://success.qumucloud.com.

"Support" means the provision of customer support by Qumu to the Client in relation to the Services, in accordance with the terms of the Support Policy.

"Support Policy" means the Cloud Platform Maintenance & Service Availability Policy attached to these Terms & Conditions which is Qumu's policy for providing Support and Maintenance in relation to the Services.

"UCG Software" or "**UCGS**" means software which is installed on hardware owned by the Client to enable the ingestion of media from 'Session Initiation Protocol (SIP)' based video conferencing units to the Cloud Platform for the provision of Hybrid Services.

"User ID" means the secure logon identification and password assigned to each Authorized User for their use of the Services and Documentation.

"Users" means those individuals who have been authorized by the Client to utilize the Services because the Client has issued a User ID, including without limitation individuals who are logged onto the Services via SSO/SAML.

"Viewers" means individuals who are authorized or enabled by the Client to view content that has been created using the Services, but who are not Authorized Users.

"Virus" means any device or thing (including any software, code, file or programme) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or (iii) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 References to 'view' in this Agreement shall be deemed to include listening as well as and instead of seeing, and 'viewed' and 'viewings' shall be similarly construed.

1.3 References to clauses are to the clauses of these Terms & Conditions. Clause headings shall not affect the interpretation of this Agreement.

1.4 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 A reference to writing or written includes e-mail. Notices required under this Agreement must be provided in accordance with clause 16.11.

1.8 Words in the singular shall include the plural and vice versa.

2. Subscription to use the Services

2.1 Subject to the Client paying the Fees in accordance with the Agreement, the restrictions set out in this clause 2 and the other terms and conditions of the Agreement, Qumu hereby grants to the Client a limited, worldwide, non-exclusive, non-transferable right to use the Services and the Documentation during the Subscription Period solely for the Client's internal business operations.

2.2 The Client undertakes that:

(a) only Authorized Users (subject to clause 2.2(b) below) will create and edit content using the Services, publish live events and conferences using the Services, or upload pre-produced video content using the Services;

(b) the maximum number of Authorized Users that it authorizes to access and use the Services and the Documentation shall not exceed the maximum number of Authorized Users allowed in relation to the Client's chosen functionality package as specified in the Order Form (or as increased, by written agreement between the parties). No two individuals may log onto or use the Services as the same Authorized User, but the Client through its Administrator may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time does not exceed the maximum number permitted under the applicable Order Form;

(c) each Authorized User shall require and keep a secure User ID to use the Services and the Documentation, that the password for such User ID shall be changed no less frequently than every 90 days and that each Authorized User shall keep his User ID confidential;

(d) it shall maintain written, up-to-date lists of current Authorized Users and provide such lists to Qumu within 5 Business Days of Qumu's written request at any time or times;

(e) it shall permit Qumu to audit the Client's use of the Services in order to establish the name and User ID of each Authorized User. Such audit may be conducted no more than once per annum, at Qumu's expense (subject to clause 2.2(g)), and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business or more frequently without notice, where Qumu suspects fraud or material breach by the Client of its obligations under this Agreement;

(f) if any of the audits referred to in clause 2.2(e) reveal that any User ID has been provided to any individual who is not an Authorized User, then without prejudice to Qumu's other rights, the Client shall promptly disable such User ID and shall not issue any new User ID to any such individual;

(g) if any of the audits referred to in clause 2.2(e) reveal that the Client has underpaid Fees to Qumu, the Client shall pay to Qumu an amount equal to such underpayment as calculated in accordance with the Order Form, together with the reasonable costs of the audit as notified by Qumu to the Client, within 20 Business Days of the date of the relevant audit; and

(h) during the course of its use of the Services, the Client shall not access, store, distribute or transmit any Viruses, or any material that:

> (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

> (ii) facilitates illegal activity;

> (iii) depicts sexually explicit images;

> (iv) promotes unlawful violence;

> (v) is discriminatory based on race, gender, color, sexual orientation, disability, or any other prohibited basis; or

> (vi) causes damage or injury to any person or property;

and Qumu reserves the right, in its sole discretion and without liability to the Client, to disable the Client's access to any material that breaches the provisions of this clause, and delete such material, immediately on notice to the Client or without notice where it is not reasonably practicable to notify the Client in advance, in which case Qumu shall notify the Client as soon as reasonably practicable thereafter.

2.3 Subject to clause 2.5, the Client shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

> (i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, the Software and/or Documentation (as applicable) in any form or media or by any means; or

> (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services, the Software or Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Software, the Services and/or Documentation to provide services to third parties; or

(d) license, sell, rent, lease, transfer, assign, distribute,

display, disclose, or otherwise commercially exploit, or otherwise make the Software, the Services and/or Documentation available to any third party; or

(e) attempt to obtain, or assist third parties in obtaining, access to the Software, the Services and/or Documentation, other than as provided for under this clause 2.

2.4 Subject to clause 2.3, the Client shall be permitted to use the Services and the Documentation to create content which may be viewed by Viewers, and the Client may charge for such viewings.

2.5 The Client shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software, the Services and/or the Documentation and, in the event of any such unauthorized access or use, the Client shall promptly notify Qumu.

3. Hardware and additional Capacity/Features

3.1 If Hardware is purchased by the Client under an Order Form and subject to the Client paying the initial Fees specified in the Order Form, Qumu shall supply the Hardware. The terms applicable in relation to any item of Hardware shall be as set out at www.qumu.com/legal or such other website address as may be notified to the Client from time to time.

3.2 Subject to the following provisions of this clause 3, the Client may, from time to time during any Subscription Period:

(a) purchase a different functionality package from that set out in the Order Form; and/or

(b) purchase additional Features or Capacity.

3.3 If the Client wishes to purchase a different functionality package or additional Features or Capacity, the Client shall notify Qumu in writing. Qumu shall evaluate such request and respond to the Client with approval or disapproval of the request. If Qumu approves the Client's request, the parties shall complete and sign a new Order Form. Such new Order Form shall, with effect from the Subscription Start Date specified therein, supplement the existing Order Form or, if expressly provided for in that Order Form, supersede and replace the existing Order Form.

3.4 Where the Client's use of Capacity exceeds the level(s) stated for the functionality package specified in the Order Form, the Client shall pay increased overage Fees for such additional usage, known as "Overages", in accordance with the terms of the applicable Order Form.

3.5 Notwithstanding clause 3.4 above, Qumu shall not be obliged to provide different or additional Capacity or Features where the Client has not previously been granted such different or additional Capacity and Features in accordance with clauses 3.2 to 3.3 (inclusive) above.

4. Services

4.1 Qumu shall, during the Subscription Period, provide the Services and make available the Documentation to the Client on and subject to the terms of this Agreement. The Client agrees that its purchases are not contingent on the delivery of any future functionality or Features, or dependent on any oral or written public comments made by Qumu regarding future functionality or Features.

4.2 Qumu shall use commercially reasonable endeavors to make the Services available 24 hours a day, seven days a week, subject to the Support Policy.

4.3 Qumu will provide or procure the provision of Maintenance and Support to the Client in accordance with the Support

Policy in effect at the relevant time.

4.4 Any services to be provided by Qumu in addition to the standard set-up and Maintenance and Support shall be the subject of a separate written agreement between the parties.

4.5 Qumu may amend the Back-Up Policy and the Support Policy in its sole discretion from time to time, provided that no such change shall be materially adverse to the Client. Qumu shall notify the Client in advance of any such changes being made.

5. Data Protection, Security and Client Data

5.1 The Client shall own all rights, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

5.2 Qumu shall follow its archiving procedures for Client Data as set out in its Back-Up Policy. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for Qumu to use reasonable commercial endeavors to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Qumu in accordance with the archiving procedure described in its Back-Up Policy. Qumu shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by Qumu to perform services related to Client Data maintenance and back-up).

5.3 The Client acknowledges and agrees that the level of security provided by Qumu in relation to the Services will be as specified in the Documentation and will depend on the type of Services subscribed by the Client, as stated in the Order Form. Qumu shall not be liable for any breaches of security in relation to Client Data or otherwise provided that it has complied with its obligations to provide such level of security.

5.4 If Qumu processes any personal data on the Client's behalf when performing its obligations under this Agreement, the parties record their intention that the Client shall be the data controller and Qumu shall be a data processor and in any such case:

(a) when Client is located within the EEA, the parties agree that personal data may not be transferred or stored outside the EEA or the country or countries where the Client is located except to the extent reasonably necessary to enable Authorized Users and Viewers to view content generated by the Client using the Services or otherwise in order to for Qumu to carry out the Services and Qumu's other obligations under this Agreement. Qumu will ensure its compliance with GDPR, including but not limited to Articles 44 and 46 GDPR, in relation to the provision of Services under this Agreement;

(b) the Client shall ensure that the Client is entitled to transfer the relevant personal data to Qumu so that Qumu may lawfully use, process and transfer the personal data in accordance with this Agreement on the Client's behalf;

(c) the Client shall ensure that the relevant third parties have been informed of, and have specifically and freely given their consent to, such use, processing, and transfer as required by all applicable data protection legislation (including but not limited to GDPR);

(d) Qumu shall process the personal data for the duration of this Agreement and only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Client from time to time; and

(e) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

5.5 Qumu maintains and will continue to maintain a written information security program that includes policies, procedures, and controls governing the processing of Client Data through the Cloud Platform (the "**Information Security Program**"). The Information Security Program is designed to protect the confidentiality, integrity, and availability of Client Data by using a multi-tiered technical, procedural, and people-related control approach in accordance with industry best practices and applicable laws and regulations.

5.6 Qumu will not process Client Data in any manner other than as permitted or required by the Agreement and the security of data and information that is accessed, stored, shared, or otherwise processed via a multi-tenant cloud service such as the Cloud Platform are shared responsibilities between a cloud service provider and its customers. As such, Qumu and the Client acknowledge that: (a) Qumu is responsible for the implementation and operation of the Information Security Program and the protection measures described in the Information Security Program; and (b) the Client is responsible for properly implementing access and use controls and configuring certain features and functionalities of the Cloud Platform. The Client may elect to use Cloud Platform in the manner that the Client deems adequate to maintain appropriate security, protection, deletion, and backup of Client Data.

5.7 Maintenance of Information Security Program. Qumu will take and implement appropriate technical and organizational measures to protect Client Data located in the Cloud Platform and will maintain the Information Security Program in accordance with appropriate industry standards. Qumu may update or modify the Information Security Program from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Cloud Platform.

5.8 Qumu will conduct reasonable and appropriate background investigations on all personnel in accordance with applicable laws and regulations. Personnel must pass Qumu's background checks prior to being assigned to positions in which they will, or Qumu reasonably expects them to, have access to Client Data. Qumu will conduct mandatory security awareness training to inform its personnel on procedures and policies relevant to the Information Security Program and of the consequences of violating such procedures and policies.

5.9 Subcontractors. Qumu will evaluate all Subcontractors to ensure that Subcontractors maintain adequate physical, technical, organizational, and administrative controls, based on the risk tier appropriate to their subcontracted services, that support Qumu's compliance with the requirements of the Agreement. Qumu will remain responsible for the acts and omissions of its Subcontractors as they relate to the services performed under the Agreement as if it had performed the acts or omissions itself and any subcontracting will not reduce Qumu's obligations to the Client under the Agreement.

5.10 Breach Notification. Unless notification is delayed by the actions or demands of a law enforcement agency, Qumu shall report to Client any unlawful access or unauthorized acquisition use, or disclosure of Client Data persisted in the Cloud Platform (a "**Data Breach**") without undue delay following determination by Qumu that a Data Breach has occurred. Qumu's obligation to report a Data Breach under this Agreement is not and will not be construed as an acknowledgement by Qumu of any fault or liability of Qumu with respect to such Data Breach.

6.   Third party providers

The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Qumu makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not Qumu. Qumu recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Qumu does not endorse or approve any third-party website nor the content of any of the third-party websites made available via the Services.

7.   Qumu's obligations and warranties

7.1   Qumu warrants that during the applicable Subscription Period, the Services, when used as authorized under this Agreement, will perform substantially in conformance with the Documentation associated with the applicable Services.

7.2   The warranty at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services, contrary to Qumu's instructions, or modification or alteration of the Services by the Client or its Authorized Users or any other person authorized or allowed by the Client to use the Services.

7.3   If the Services do not conform with the warranty at clause 7.1, Qumu will, at its expense, use all commercially reasonable endeavors to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the warranty set out in clause 7.1.

7.4   Notwithstanding the foregoing, Qumu:

(a) does not warrant that: (i) the Client's use of the Services will be uninterrupted or error-free; (ii) the Services, Documentation and/or the output or information obtained by the Client through the Services will meet the Client's requirements; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.5   This Agreement shall not prevent Qumu from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

7.6   Qumu warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

8.   Client's obligations

The Client shall:

(a) provide Qumu with:

(i) all necessary co-operation in relation to this Agreement; and

(ii) all necessary access to such information as may be required by Qumu,

in order to render the Services or Professional Services, including but not limited to Client Data, security access information and configuration services;

(b) comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, U.S. export control and administration regulations, the U.S. Foreign Corrupt Practices Act, and any similar applicable regulations in any relevant jurisdiction;

(c) ensure that no Client Data or any use of the Services by it or its Authorized Users or Viewers is obscene, defamatory or otherwise prohibited by any applicable laws or regulations;

(d) carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Qumu may adjust any agreed timetable or delivery schedule as reasonably necessary;

(e) ensure that Authorized Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's acts or omissions which are a breach of this Agreement;

(f) obtain and shall maintain all necessary licenses, consents, and permissions necessary for Qumu, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(g) ensure that its network and systems comply with the relevant specifications provided by Qumu from time to time; and

(h) as between Qumu and the Client, be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Qumu's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

9.   Fees and payment

9.1   The Client shall pay the Fees to Qumu in accordance with the Order Form and this clause 9. Fees for renewal periods shall be determined in accordance with this clause 9 and clause 14.

9.2   The Client shall pay Fees by the dates specified in the Order Form or, if no date is specified in the Order Form, within 30 days of the invoice date (the "**Due Date**"). Qumu shall provide invoices to the Client for all Fees. Notwithstanding the foregoing, any invoices relating to renewals of Subscription Periods must be paid prior to the start date of any new Subscription Period.

9.3   If Qumu has not received payment by the Due Date, and without prejudice to any other rights and remedies Qumu may have:

(a) Qumu may, on 14 days' written notice and without liability to the Client, disable the Client's password, account and access to all or part of the Services and Qumu shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remains unpaid; and

(b) where the Client is contracting with Qumu, Inc., any amount which is not paid when due may, at Qumu's option, be increased by a late charge equal to 1% of such unpaid amount for each month (or portion thereof) in which such amount is due or not paid, whether before or after

judgment, not to exceed the maximum rate allowed by applicable laws or regulations.

(c) where the Client is contracting with Qumu Limited, any amount which is not paid when due may, at Qumu's option, shall bear interest both before and after any judgement at an annual rate equal to the then current rate provided for under the Late Payment of Commercial Debts Regulations 2013, from the due date until up to and including the date that payment is made in full.

(d) the Client shall indemnify Qumu against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Qumu arising out of or in connection with the enforcement of this Agreement.

9.4 All amounts and Fees stated or referred to in this Agreement:

(a) shall be payable in the currency and on the dates specified in the Order Form;

(b) are non-cancellable and non-refundable; and

(c) are exclusive of any applicable taxes, which shall be added to Qumu's invoice(s) at the appropriate rate.

9.5 Increases in users, Features, Capacity, support services, support service type and other products and services provided hereunder may result in an adjustment in the ongoing Subscription Fees in accordance with the Order Form.

9.6 Purchase Orders. If a Client issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and Qumu hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by the Client, and conditions assent solely based on the terms and conditions of this Agreement as offered by Qumu. Upon request, Qumu shall reference the purchase order number on its invoices, provided, however, that the Client acknowledges that it is the Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Qumu upon the signing of any Order Form or SOW. The Client agrees that a failure to provide Qumu with the corresponding purchase order shall not relieve the Client of its obligations to provide payment to Qumu pursuant to this clause 9.

9.7 Taxes. The Client shall pay any and all taxes attributable to this Agreement, to the transactions contemplated hereunder, and to the transactions performed by the Client or third parties using the Services, including, without limitation, any applicable value added sales or use taxes. Notwithstanding the foregoing, the Client shall not be responsible for paying any income taxes assessed against Qumu. If the Client is required by applicable law to make any tax deduction or withholding in relation to any payment pursuant to this Agreement, it shall do all things in its power which may be necessary to enable or assist Qumu to claim exemption from the deduction or withholding or (if this is not possible) a credit under any applicable double taxation or similar agreement or treaty from time to time in force, and shall, on reasonable notice, give Qumu proper evidence as to the deduction or withholding and payment over of the tax deducted or withheld.

10. **Proprietary rights**

10.1 The Client acknowledges and agrees that Qumu and/or its licensors own all Intellectual Property Rights in the Software, the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, Qumu's Intellectual Property Rights, or any other rights or licenses in respect of the Software, the Services or the Documentation.

10.2 Qumu confirms that it has all the rights in relation to the Software, the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10.3 As between the Client and Qumu, all Intellectual Property Rights and all other rights in any changes or modifications made to the Services shall be owned by Qumu. Qumu hereby grants a license of all such rights to the Client on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Services, including the any modifications, to the extent contemplated by this Agreement and any new Order Forms signed pursuant to clause 3.4 above.

11. **Confidentiality**

11.1 Each party may be given access to the other party's Confidential Information in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the receiving party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(d) is independently developed by the receiving party without use of or reference to the other party's Confidential Information, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Subject to the provisions of this clause 11, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

11.3 Each party may disclose the other's Confidential Information to those of its employees, officers, representatives, agents, subcontractors (as applicable) or advisers who need to know such Confidential Information for the purpose of exercising or performing that party's rights and obligations under or in connection with the Agreement.

11.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.6 The Client acknowledges that details of the Services and any Professional Services, and the results of any performance tests of the Services, constitute Qumu's Confidential Information.

11.7 Qumu acknowledges that the Client Data is the Confidential Information of the Client.

11.8 The Client agrees that Qumu shall be entitled to:

(a) use the Client's name and logo; and

(b) refer to the fact that the Client is a purchaser of the Services,

for marketing and publicity purposes, on Qumu's website and in Qumu's marketing materials and other communications, provided that Qumu complies with such reasonable requirements as the Client may specify in relation to the display of its logo.

11.9 This clause 11 shall survive termination of this Agreement, however arising.

12. Indemnity

12.1 The Client shall defend, indemnify and hold harmless Qumu against any third party claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation if and to the extent that such use is in breach of this Agreement, negligent, fraudulent, or in willful default, provided that:

(a) the Client is given prompt notice of any such claim;

(b) Qumu provides reasonable co-operation to the Client in the defense and settlement of such claim, at the Client's expense; and

(c) the Client is given sole authority to defend or settle the claim.

12.2 Qumu shall, subject to clause 12.5, defend the Client, its officers, directors and employees against any claim by any third party that the Services or Documentation infringes any patent effective as of the Subscription Start Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

(a) Qumu is given prompt notice of any such claim;

(b) the Client provides reasonable co-operation to Qumu in the defense and settlement of such claim, at Qumu's expense; and

(c) Qumu is given sole authority to defend or settle the claim.

12.3 In the defense or settlement of any claim arising under or in connection with clause 12.2, Qumu may:

(a) procure the right for the Client to continue using the Services and/or Documentation;

(b) replace or modify the Services and/or Documentation so that they become non-infringing; or

(c) if the remedies set out in clauses 12.3(a) and 12.3(b) are not reasonably available, terminate this Agreement on two (2) Business Days' notice to the Client.

12.4 In no event shall Qumu, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:

(a) a modification of the Services or Documentation by the Client or its Authorized Users or any other person authorized or allowed by the Client to access the Services; or

(b) the Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by Qumu; or

(c) the Client's use of the Services or Documentation after notice of the alleged or actual infringement from Qumu or any appropriate authority.

12.5 The foregoing states the Client's sole and exclusive rights

and remedies, and Qumu's (including Qumu's employees', agents' and sub-contractors') entire obligations and liability, for the infringement of any Intellectual Property Right.

13. Limitation of liability

13.1 Subject to the provisions of clause 12, this clause 13 sets out the entire financial liability of Qumu (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:

(a) any breach of this Agreement;

(b) any use made by the Client of the Services and Documentation or any part of them; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.2 Except as expressly and specifically provided in this Agreement:

(a) the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use;

(b) Qumu shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Qumu by the Client in connection with the Services, or any actions taken by Qumu at the Client's direction;

(c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

(d) the Services and the Documentation are provided to the Client on an "as is" basis.

13.3 Nothing in this Agreement excludes the liability of either party:

(a) for death or personal injury caused by that party's negligence;

(b) for fraud or fraudulent misrepresentation; or

(c) any other liability which cannot by applicable law be excluded or limited.

13.4 Save in respect of each party's respective liabilities under clauses 13.3 and 12.1, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), under any indemnity, contract, misrepresentation, restitution or otherwise for any:

(a) loss of profits;

(b) loss of business;

(c) depletion of goodwill;

(d) loss or corruption of data or information;

(e) pure economic loss; or

(f) special, indirect or consequential loss, costs, damages, charges or expenses;

and/or similar losses howsoever arising under this Agreement in each case whether any of the foregoing losses in this section 13.4 is direct or indirect.

13.5 Save in respect of each party's respective liabilities under clauses 12.1, 12.2 and 13.3, each party's total aggregate liability in any Contract Year in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this

Agreement shall be limited to the total Fees paid or payable (assuming the Agreement is not terminated, whether or not it is actually terminated) during the then current Contract Year, provided that this clause 13.5 shall be without prejudice to the Client's obligations to pay Fees due in accordance with this Agreement.

14. Period and termination

14.1 Save as set out in an Order Form, this Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the date upon which it is signed by both parties and continue until midnight on the last day of the Subscription Period, whereupon this Agreement shall automatically renew for additional one year terms. Any pricing increases due in relation to any renewed period will be as provided for in the Order Form.

14.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement by notice in writing, with immediate effect and without liability to the other if:

(a) unless otherwise set out in the Order Form, either party provides written notice of its decision not to renew the Services no later than 60 days prior to the end of Client's current Subscription Period;

(b) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

(c) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

(d) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors; or

(e) a trustee or receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

(f) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

(g) the other party ceases, or threatens to cease, to trade; or

(h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

14.3 On termination of this Agreement for any reason:

(a) all licenses granted under this Agreement shall immediately terminate;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party including the other party's Confidential Information in its possession;

(c) the Client shall be obliged to download its Client Data by no later than termination of this Agreement;

(d) following termination, Qumu shall destroy or otherwise dispose of any of the Client Data; and

(e) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15. Force majeure

Neither party shall have any liability to the other party under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, epidemics, pandemics, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other person), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default or delay of suppliers or sub-contractors, provided that the other party is notified of such an event and its expected duration.

16. General

16.1 A waiver of any right under this Agreement is only effective if it is in writing and signed by an authorised representative of the party waiving such right. No single waiver by a party of any right, power or remedy provided by this Agreement or by law shall preclude the exercise of such right, power or remedy or of any other right, power or remedy.

16.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

16.3 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16.4 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

16.5 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. In the event of any conflict between the terms of any documents which form part of the Agreement as defined above, the following order of precedence will prevail: i) any Order Form or any SOW for Professional Services (if applicable); ii) these Terms & Conditions; iii) the Support Policy; and iv) the Pathfinder and UCG Terms.

16.6 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not and whether or not negligently made) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

16.7 Each party shall:

(a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (including but not limited to the UK Bribery Act 2010 if clause 16.13 applies to this Agreement);

(b) if clause 16.13 applies to this Agreement, not engage in any activity, practice or conduct which would constitute an offence under the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind, which it has received in connection with this Agreement;

(d) within six (6) months of the date of this agreement, and annually thereafter, certify to the other party in writing signed by an officer of that party, compliance with this clause 16.7 by that party; and

(e) ensure that any person associated with that party who is performing services or otherwise receiving the benefit of services in connection with this agreement does so only on the basis of a written contract, which imposes on and secures from such person, terms equivalent to those imposed on each party under this clause 16.7.

16.8 In performing their obligations under this Agreement, each party shall:

(a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (including but not limited to the UK Modern Slavery Act 2015 if clause 16.13 applies to this Agreement); and

(b) not engage in any activity, practice or conduct that would constitute an offence under the UK Modern Slavery Act 2015, if such activity, practice or conduct were carried out in the UK.

16.9 Neither party shall, without the prior written consent of the other party, assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under this Agreement. Notwithstanding the preceding, Qumu may assign this Agreement to other entities within the Qumu organization without restriction and without the Client's consent.

16.10 Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

16.11 Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using either: (a) Success or e-mail; (b) certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate party at the address set forth on the Order Form, with a copy, in the case of Qumu, to legal@qumu.com. Each party hereto expressly consents to service of process by registered mail. Either party may change its address for receipt of notice by notice to the other party through a notice provided in accordance with this clause 16.11. Notices are deemed given one (1) business day after posting on Success if delivered using Success, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier. A notice sent by email shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

16.12 If you are entering into this Agreement with Qumu, Inc., this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of the state of Minnesota without reference to conflicts of law principles. Both parties waive their right to a jury trial. In the event of litigation arising out of this Agreement, each party shall pay its own costs and expenses of litigation. The parties irrevocably agree and consent to the federal or state courts located in Hennepin County in the state of Minnesota as having exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Client irrevocably waives any objection to the jurisdiction of, or venue, in either of these courts. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement, its execution, delivery or performance.

16.13 If you are entering into this Agreement with Qumu Limited, this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales without reference to conflicts of law principles. In the event of litigation arising out of this Agreement, each party shall pay its own costs and expenses of litigation, without prejudice to applicable laws governing recovery of the costs of litigation. The parties irrevocably agree and consent to the courts in London, England having exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Client irrevocably waives any objection to the jurisdiction of, or venue. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement, its execution, delivery or performance.

TERMS FOR PATHFINDER SOFTWARE AND UCG SOFTWARE

These Pathfinder and UCG Terms, together with the Terms & Conditions, govern the use of Qumu's Pathfinder Software and/or UCG Software if PS and/or UCGS is purchased by the Client under an Order Form.

1. **Grant of License**. Qumu hereby grants to the Client a non-exclusive and non-transferable license to use the PS and/or UCGS and the related Documentation for the Subscription Period, subject to the terms of this Agreement.

2. **Use of PS and/or UCGS**.

2.1. **Use Restrictions**. The Client shall prevent anyone who is not an Authorized User from accessing PS and/or UCGS. The Client shall prevent unauthorized access to PS and/or UCGS and the Client shall promptly inform Qumu of any and all unauthorized access (or suspected unauthorized access) and unauthorized Users (or suspected unauthorized Users) of which Client has knowledge or suspicion. Except as expressly required by applicable law, access to PS and/or UCGS using third party products for the purposes of manipulating, viewing, disclosing or using the internal structure of PS and/or UCGS or for creating a database, data dictionary or data model (1) without the knowledge and written consent of a Qumu authorized technical representative or (2) not within the terms of the Documentation for Client's use the PS and/or UCGS, shall be deemed Unauthorized Access.

2.2. **End Use**. The Client acknowledges that the PS and/or UCGS is being licensed by the Client for its own internal business operations and the Client shall not use the PS and/or UCGS for rental, leasing, resale, sublicensing, distribution, outsourcing, or offering service bureau services or SaaS purposes.

3. **Installation and Risk of Loss.**

3.1. **PS and/or UCGS for Installation on hardware owned by the Client**. PS and/or UCGS is provided to the Client in electronic form for installation on computer systems supplied by the Client. The Client is responsible for acquiring and maintaining the supplied computer systems in good working order and in compliance with Qumu's technical requirements. PS and/or UCGS will be made available on a secure, password protected, website (including but not limited to Success) for the Client to access and download.

3.2. **Transfer of Risk of Loss of PS and/or UCGS**. All risk of loss transfers to the Client at the time the PS and/or UCGS is made available for download to the Client.

4. **Warranty**.

4.1. **PS and/or UCGS Warranty**. Qumu hereby represents and warrants to the Client (i) that the PS and/or UCGS, when delivered, and for a period of ninety (90) days thereafter, will perform in all material respects in accordance with Qumu's then current specifications or Documentation, (ii) that Qumu will use reasonable efforts, in accordance with standard software industry practice, to ensure that the PS and/or UCGS, when made available to the Client, shall not contain a Virus and (iii) that in providing the PS and/or UCGS and in performing services hereunder, Qumu and its agents shall comply with applicable laws. Qumu's sole obligation under the limited warranties set forth in subsections (i) and (ii) is to use reasonable efforts to correct or replace any non-conforming PS and/or UCGS once Qumu has been made aware of such non-conformance. After the expiry of the ninety (90) day warranty, Qumu will provide support for PS and UCGS under the Support Policy.

5. **Indemnity**.

5.1. Qumu shall, subject to clause 5.3 below, defend the Client, its officers, directors and employees against any claim that the PS and/or UCGS infringes any patent effective as of the Subscription Start Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

5.1.1. Qumu is given prompt notice of any such claim;

5.1.2. The Client provides reasonable co-operation to Qumu in the defense and settlement of such claim, at Qumu's reasonable expense; and

5.1.3. Qumu is given the sole authority to defend or settle the claim.

5.2. In the defense or settlement of any claim, Qumu may procure the right for the Client to continue using the PS and/or UCGS (as applicable), replace or modify the PS and/or UCGS so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client. For term license PS and/or UCGS only, Qumu will refund PS and/or UCGS Subscription Fees (as applicable) pro rata for the portion of the remaining term of the subscription for the PS and/or UCGS.

5.3. In no event shall Qumu, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:

5.3.1. A modification of the PS and/or UCGS by the Client or its Authorized Users or any other person authorized or allowed by the Client to access the PS and/or UCGS; or

5.3.2. The Client's use of the PS in a manner contrary to the instructions given to the Client by Qumu; or

5.3.3. The Client's use of the PS and/or UCGS after notice of the alleged or actual infringement from Qumu or any appropriate authority.

5.4. The foregoing states the Client's sole and exclusive rights and remedies, and Qumu's (including Qumu's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Right.

6. **Ownership and Title**. Title to PS and/or UCGS, including all ownership rights to all Intellectual Property Rights comprised therein or in connection therewith, shall be the exclusive property of Qumu.

CLOUD PLATFORM MAINTENANCE & SERVICE AVAILABILITY POLICY

1. Definitions

"**Committed Charges**" means the total sum of one months' worth of Fees paid by Client to Qumu for the operation of Client's instance of the Cloud Platform.

"**Error**" means an Incident caused by a software bug or similar in the Cloud Platform.

"**Incident**" means an occurrence where the Cloud Platform fails to provide a feature or service that the Cloud Platform was designed to deliver.

"**Maintenance and Updates**" means the provisioning of or changing of services, software, and features relating to the Cloud Platform, correcting Errors, improving performance or other attributes of the Cloud Platform and implementing new releases of the Cloud Platform.

"**Normal Business Hours**" Monday through Friday 9 AM to 5 PM local time for the Client's selected support region which will be set out in the Order Form.

"**Planned Unavailability**" means any activities undertaken by Qumu or a third party on its behalf to execute Maintenance and Updates which may cause Unavailable Time. Such activities shall only be deemed Planned Unavailability where: (a) they are not performed during Normal Business Hours; and (b) Qumu has provided Client at least three (3) Business Days advance notice (which will be made online via Success) of those activities and the expected length of the activities.

"**Regional Data Center**" means the data center selected in the deployment of the Client's tenant of the Cloud Platform located in either Europe, United States or Asia Pacific. Such selection will be at the discretion of the Client.

"**Service Level Credits**" are the percentage of the monthly Committed Charges for use of the Cloud Platform payable by Client to Qumu under the terms of the applicable Order Form for the Cloud Platform.

"**Service Partner**" means any entity engaged by Qumu to provide IaaS and PaaS services for the Cloud Platform and any third-party company engaged by Qumu that runs data center(s) or a web hosting service(s).

"**Support Request**" means an Incident reported by the Client to Qumu Customer Support Services.

"**Unavailable Time**" means when the Cloud Platform is completely inoperable or inaccessible.

2. Service Level Agreement

A. Qumu will use commercially reasonable efforts to avoid Unavailable Time for the Cloud Platform. In the event Qumu has Unavailable Time in a given calendar month, the Client will be eligible to receive a Service Level Credit as described in 2 E. below.

B. Qumu will perform Maintenance and Updates to the Cloud Platform which do not result in Unavailable Time at any time deemed necessary to Qumu. Any Maintenance and Updates are subject to the warranties and provisions set forth in the Agreement, including any applicable limitations and disclaimers.

C. Qumu will be excused from Unavailable Time occurrences, and the Client will not be entitled to any Service Level Credit, that is caused by: (a) acts or omissions of the Client, its Affiliates, or representatives or agents of the foregoing; (b) any events outside of Qumu's reasonable control (including, for the avoidance of doubt, any force majeure events); or (c) Planned Unavailability.

D. Qumu may interrupt the hosting of the Cloud Platform inside Normal Business Hours for emergency unscheduled Maintenance and Updates. Qumu shall at all times use all reasonable endeavours to keep any Cloud Platform interruptions to a minimum. The unavailability of access to the Cloud Platform in accordance with this clause 2 D shall be considered Unavailable Time.

E. The table below sets forth Service Level Credits to which the Client will be entitled to, except to the extent expressly excused per clause 2 C above. In order to be entitled to Service Level Credits, the Client must provide Qumu with written notice no later than the end of the term of the applicable Order Form for the Cloud Platform during which the breach occurred. The maximum amount of Service Level Credits due and payable by Qumu to the Client under this Agreement will not exceed an amount equal to two (2) months of Committed Charges per Contract Year:

The aggregate amount of Unavailable Time in relation to the Cloud Platform in a calendar month is more than:	Service Level Credits
45 minutes	10%
4.5 hours	25%
9 hours	40%

3. Customer Support and Exclusions

3.1. This Support Policy defines Qumu's obligations in respect of the provision of Maintenance for the Cloud Platform. This Support Policy outlines Qumu's obligations to provide Maintenance and Updates for the Cloud Platform which covers all equipment, infrastructure and software owned and operated by Qumu and any of its Service Partners and the Regional Data Center. The specifics of the Customer Support provided by Qumu will be further set out in the Order Form between Qumu and the Client for access to the Cloud Platform.

3.2. Qumu will not be obligated to provide Support, workarounds or patches for issues with the Cloud Platform being reported to Qumu Customer Support by the Client if the issues are due to any of the following:

1. Issues due to factors outside Qumu's reasonable control.

2. Issues resulting from or such support request relates to the Client's or third-party hardware, networking or software.

3. Issues caused by Client's use of the Cloud Platform after Qumu advised Client to modify its use of the Cloud Platform if Client did not modify its use as advised or the Client has not used the Cloud Platform in accordance with the Documentation.

4. Issues during beta and trial periods of the Cloud Platform (as determined by Qumu).

5. Issues attributable to the acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to the Cloud Platform by means of Client's passwords or equipment.

6. The Client is having issues with hardware purchased from Qumu and the initial warranty period covering the hardware, as described in the applicable hardware terms located at www.qumu.com/legal, has expired.

7. The Client is not in full compliance with the terms of the Agreement.

8. The Client reports an issue related to custom integrations to the Cloud Platform.

9. The Client requires additional education to resolve Cloud Platform issues. This is indicated by needing extensive help or "hand holding" related to "how things work", but these are educational issues and not matters for Customer Support.

10. The Client requires assistance with system administration or network administration (including tuning and/or maintaining). These activities are expected to be supported by the Client.

11. The issue being reported to Qumu Customer Support by the Client is a request to report on the root cause analysis regarding any issue reported by the Client to Qumu.

12. The issue being reported to Qumu is not reported or handled exclusively by Authorized Users of the Client that has been properly trained in the operation and usage of the Cloud Platform.

13. The Support Request requires Qumu to support the Client in any language other than English.