

Qumu Support and Maintenance Service Agreement

I. Scope:

A. Services: Qumu, Inc. (“QUMU”) will provide technical assistance, software maintenance and support services (collectively “Support Services” as described in section II below) to the licensee named in the signature block (the “LICENSEE”) for software licensed by LICENSEE (“Software”) based on the terms stated in this agreement.

B. What is Provided: After payment of the support subscription fee, the Support Services will be provided for the time period stated in the order confirmation, delivery note or invoice LICENSEE receives from QUMU.

C. What is Covered: The Support Services, Support Services subscription fee, Software and licenses are for the following products:

Product SKU#	Product Description

D. Term: Unless otherwise stated in the order confirmation or invoice, the term of this contract is for 12 months from the date hereof and can be renewed upon mutual agreement.

II. Support Services Overview:

A. "Support Services" Defined: QUMU will provide reasonable technical assistance, Maintenance Releases, Minor Releases, and Major Releases to the LICENSEE for QUMU licensed software, as set forth below. Support Services include assistance related to basic questions on the operational use of the Software; assistance in troubleshooting suspected errors in the software; and providing resolution, which may include a validated workaround, for identified software errors or malfunctions, where reasonably available to QUMU. QUMU Support Services do not include root cause analysis. LICENSEE will ensure that only their "Support Contacts" listed in Section VI below utilize QUMU technical support ("Technical Support") and that these persons are properly trained in the operation and usage of the Software.

B. Software Enhancements ("Enhancements") included in the Support agreement:

- i. "Minor Enhancements": QUMU will provide the LICENSEE with access to download all Minor Enhancements at no additional cost to the LICENSEE.
- ii. "Major Enhancements": QUMU will provide the LICENSEE with access to download all Major Enhancements at no additional license charge. Major Enhancements will only be implemented as a part of a QUMU Professional Services engagement (additional fees apply). Depending on the version of the currently deployed solution, tasks included in this engagement might include: database upgrades, scoping conference calls/meetings, weekly preparation review meetings, installation services, deployment advisory services, testing services, go-live services or live event services. Major Enhancements include new releases of the Licensed Software, generally referred to as "point releases."

C. Support Levels. QUMU offers 3 support levels: Bronze, Silver and Gold (Select ONE table depending on the time zone where the LICENSEE's main employee population resides or where their company headquarters is located):

Level	Americas Support Hours	Americas P1 Support Hours	Number of Support Contacts
Bronze	6:00 AM - 5:00 PM PT Monday – Friday (excluding Qumu holidays published on the Support Portal)	Business hours P1 Support 6:00 AM - 5:00 PM PT Monday - Friday (excluding Qumu holidays published on the Support Portal)	4
Silver	6:00 AM - 5:00 PM PT Monday – Friday	Business days 24 / 5 P1 Support	5

	(excluding Qumu holidays published on the Support Portal)		
Gold	6:00 AM - 5:00 PM PT Monday – Friday (excluding Qumu holidays published on the Support Portal)	24 / 7 P1 Support	6

Level	European Support Hours	European P1 Support Hours	Number of Support Contacts
Bronze	6:00 AM - 5:00 PM GMT Monday – Friday (excluding Qumu holidays published on the Support Portal)	Business hours P1 Support 6:00 AM - 5:00 PM CET Monday - Friday (excluding Qumu holidays published on the Support Portal)	4
Silver	6:00 AM - 5:00 PM GMT Monday – Friday (excluding Qumu holidays published on the Support Portal)	Business days 24 / 5 P1 Support	5
	6:00 AM - 5:00 PM GMT Monday – Friday		
Level	APAC Support Hours	APAC P1 Support Hours	Number of Support Contacts
Bronze	6:00 AM - 5:00 PM JST Monday – Friday (excluding Qumu holidays published on the Support Portal)	Business hours P1 Support 6:00 AM - 5:00 PM JST Monday - Friday (excluding Qumu holidays published on the Support Portal)	4
Silver	6:00 AM - 5:00 PM JST Monday – Friday (excluding Qumu holidays published on the Support Portal)	Business days 24 / 5 P1 Support	5
Gold	6:00 AM - 5:00 PM JST Monday – Friday (excluding Qumu holidays published on the Support Portal)	24 / 7 P1 Support	6

D. Response Times

- i. Severity Levels. Once the symptoms have been identified, Technical Support will assign the severity level to the ticket. Technical Support will adhere to the assigned severity definitions noted below to ensure consistent handling of issues. The LICENSEE will be informed in each phase of the issue resolution process or when deemed necessary.
- ii. Definitions of Severity Levels.

Situation/Request Type	Severity Level
Minor problems.	P4
General usage questions.	
Issue that may have a workaround but still needs to be fixed.	P3
Partial, non-critical loss of functionality of the software.	
Impaired operations of some components, but users can continue using software.	
Initial installation milestones are at minimal risk.	P2
Issue that is causing problems with no workaround.	
Major functionality is severely impaired.	
Restricted operation can continue, but long-term productivity may be adversely affected.	
A major milestone is at risk. Ongoing and incremental installations are affected.	P1
System Down and need immediate support.	
Production server/other mission critical system(s) are down and no workaround is available.	
All or substantial portion of mission critical data is at a significant risk of loss or corruption.	
You have had a substantial loss of service.	
Your business operations have been severely disrupted.	

- iii. Initial Response Target. The initial response will be provided by a QUMU technical support engineer through one of three methods: an update to the ticket, an update via email or an update via a telephone conversation. The initial response may be a request to gather additional information in order to replicate and further troubleshoot the reported issue. Technical Support will make commercially reasonable efforts to meet the target response times based on the support level and priority of the issue.
- iv. Status updates. Technical Support will be providing status updates within the ticket, via email and or phone.
- v. Solution. Technical Support will provide the solution for an issue in form of a software release, patch or instruction/advice or workaround.

Severity Description	Initial Response Target	Initial Response Target	Initial Response Target	Initial Notification Methods	Status Updates	Solution
	Bronze	Silver	Gold			
P1 – production system down	4 hours	2 Hour	1 hour	Telephone (Preferred method for P1) Qumunity Portal	Periodically throughout each day the issue persists	Resolution will be provided in form of work around or patch if required.
P2 – operation severely restricted (no known workaround)	2 days	8 hours	4 hours	Qumunity Portal Telephone	Minimum 2 updates per week as applicable	Resolution will be provided in form of work around or patch if required.
P3 – product does not operate as designed, moderated impact (or workaround available)	3 days	2 days	8 hours	Qumunity Portal Telephone	To be determined based upon the problem/request	Resolution will be provided in form of work around or patch if required.
P4 – minor problem	4 days	3 days	2 days	Qumunity Portal Telephone	To be determined based upon the problem/request	Resolution will be provided in form of work around or patch if required.

III. Issue Reporting and Resolution

A. Scope of Issues: This section provides a detailed definition of the scope of issues covered by Technical Support. Issues that arise outside of this scope can be addressed by QUMU Professional Services for an additional fee.

B. Issue Resolution: Technical Support will make reasonable commercial efforts to correct and resolve issues that the LICENSEE reports to Technical Support and which Technical Support is able to reproduce. The LICENSEE will promptly provide Technical Support with all information requested by QUMU Technical Support to reproduce such issues. For each such issue, Technical Support will use reasonable commercial efforts to provide the LICENSEE with a work-around, a software patch or, if Technical Support is unable to provide the LICENSEE with either of the foregoing, a specific action plan for addressing the Issue.

C. Issue Reporting: Issues reported to Technical Support should generally be within the following categories:

- i. Application Failures: Behavior adversely affects the day-to-day operation of the software.
- ii. Application Errors: Errors encountered by users as a result of normal usage
- iii. Unexpected Results: Behavior is not what is expected, but there is no application error. Examples might include, a failed task, unexpected search results, inability to log in, or assets not ingesting.
- iv. Documentation Guidance and Clarification: Answers to questions by way of referring users to product documentation or clarification related to documentation already referenced.

D. Notification: To obtain issue resolution services, a Support Contact must notify Technical Support of any suspected issue and must provide Technical Support with reasonable detail of the nature of and circumstances surrounding the issue. Notification can be done via Telephone or Web submission (<https://gumunity.qumu.com>).

E. Remote Diagnostics: Technical Support may require remote access to determine and diagnose the existence and nature of the reported issue. If such remote access support is unavailable, or access is not granted by LICENSEE, Technical Support may be severely limited to the level of support that can be provided, hindering the ability to diagnose and isolate the reported issue.

F. Required Data: Technical Support may require various pieces of data and information in order to provide the LICENSEE with support (i.e., copies of video files, database backup files, network captures, log files, software profiles, workflow files etc.). If access to all required data and information support is unavailable or not provided by the LICENSEE, Technical Support may be severely limited to the level of support that can be provided, hindering the ability to provide a workaround or resolution the reported issue. QUMU may at its own discretion close any open support requests if a customer refuses to provide the required data needed to resolve the LICENSEE's issue.

G. Escalation Procedures: The Technical Support escalation procedures raise the visibility and attention to LICENSEE’s problem within QUMU. In general, if LICENSEE is not satisfied with a response from the technical support staff, LICENSEE may request that the issue be escalated. QUMU’s standard escalation procedures are described in Appendix A to this Support and Maintenance Service Agreement.

IV. Limitations on QUMU’s Support Obligations

A. Limitations: Notwithstanding anything to the contrary elsewhere in any agreement, QUMU will have no obligation to provide any Support Services to the LICENSEE if:

- i. The LICENSEE is having issues with hardware purchased from QUMU and the warranty for the hardware has expired.
- ii. Such support relates to or involves any products, data, features, systems, devices or equipment not provided by QUMU or approved by QUMU in writing.
- iii. The LICENSEE or a third party has altered or modified any portion of the Licensed Software in any manner without the prior written consent of QUMU.
- iv. The LICENSEE has not installed or used the Licensed Software in accordance with instructions provided by QUMU.
- v. The LICENSEE has failed to replace earlier versions of the Licensed Software with Enhancements provided to the LICENSEE.
- vi. A party other than QUMU (or a party not authorized by QUMU) has serviced the Licensed Software and the Licensed Software no longer conforms to its specifications.
- vii. The LICENSEE is not in full compliance with the terms of the License Agreement or any other agreement between QUMU and the LICENSEE.
- viii. The LICENSEE reports an issue related to a non-standard feature of the QUMU product, related to custom modifications or any other change to the QUMU product.
- ix. The LICENSEE reports an issue related to “skinning” or customization of the user interface in any way of the QUMU product.
- x. The LICENSEE reports an issue related to hardware, electrical work, networking work, interconnection work, or the installation, patching, upgrading or repair of accessories, alterations, parts, software or devices.

- xi. The LICENSEE requires additional education to resolve software issues. This is indicated by needing extensive help or “hand holding” related to “how things work”. These are educational issues.
- xii. The LICENSEE requires assistance with software configuration.
- xiii. The LICENSEE has modified the system environment or architecture in any material manner without the prior written consent of QUMU.
- xiv. The LICENSEE requires assistance with system administration or network administration (including tuning and/or maintaining). These activities are expected to be supported by the LICENSEE.
- xv. The LICENSEE requests assistance for backup/recovery & installation. This includes assisting with retrieving lost data or applications and performing software installations as part of recovery or migrating to alternate environments. These activities are expected to be supported by the LICENSEE.
- xvi. The LICENSEE has not performed its obligations under this Agreement.

B. Term: QUMU Support Services are purchased for one year terms and renew automatically unless cancelled in writing 90 days prior to the end of the annual term. Payment for renewal of Support and Maintenance Services is due 30 days before the commencement of the renewal period.

V. Obsolescence Policy

A. Releases: From time to time, QUMU makes available Major, Minor, and Maintenance Releases (as defined in this Section A) of its software. A Major Release is described by the integer to the left of the decimal point, for example 3.X to 4.X. A Minor Release is described by the integer to the right of the decimal point, for example 3.1 to 3.5. QUMU plans (but is not obligated to) to offer one Major Release every 2 years and two Minor Releases every year, and Maintenance Releases.

B. Obsolescence Period: Upon the general availability date of each new Major Release, the previously available release will begin an obsolescence period of twenty-four (24) months (“Obsolescence Period”). During this Obsolescence Period, QUMU will generally no longer sell, make enhancements to, or add additional modules for, the prior version. QUMU will provide Support Services for the then current release version of the Software, and for any versions of the Software currently in their Obsolescence Periods.

C. Support after Obsolescence Period: Support for QUMU software that has exceeded the Obsolescence Period or for errors not covered under the Support Agreement may be obtained, if available, as “Special Services.”

- i. Special Services will be sold at a premium of no less than 160% of the LICENSEE’s normally yearly maintenance /renewal fees. For example, if the customer’s current annual Support fee is \$40,000.00 then the Special

Services fee would be \$64,000.00 in order for the customer to maintain support of the obsolete version of QUMU software.

- ii. The premium fees will be chargeable to the customer starting on the first month after the obsolescence period has ended.
- iii. The Special Services for extended support will subject to the following Initial Response Targets of the customer’s Support Level (i.e., Gold, Silver, Bronze):

Severity Description	Initial Response Target	Initial Response Target	Initial Response Target	Initial Notification Methods	Status Updates	Solution
	Bronze	Silver	Gold			
P1 – production system down	8 hours	6 hours	4 hours	Qumunity Portal	To be determined based upon the problem/request	Resolution will only be provided in form of work around (if available). If a work around is not available the only resolution Qumu will recommend to customer’s is an upgrade to the then latest build of the Qumu software.
P2 – operation severely restricted (no known workaroun d)	3 days	2 days	8 hours	Qumunity Portal		
P3 – product does not operate as designed, moderated impact (or workaroun d available)	4 days	3 days	2 days	Qumunity Portal		
P4 – minor problem	5 days	4 days	3 days	Qumunity Portal		

- iv. The Special Services for extended support may not cover the customer’s ability to escalate support issues for resolution within QUMU at the Support Manager level.

VI. Support Contacts

Support Contacts for Bronze, Silver and Gold Level:

1) Name: _____
Title: _____
E-mail: _____
Phone: _____

2) Name: _____
Title: _____
E-mail: _____
Phone: _____

3) Name: _____
Title: _____
E-mail: _____
Phone: _____

4) Name: _____
Title: _____
E-mail: _____
Phone: _____

Additional Support Contact for Silver Level:

Additional Support Contact for Gold Level:

5) Name: _____
Title: _____
E-mail: _____
Phone: _____

6) Name: _____
Title: _____
E-mail: _____
Phone: _____

QUMU and LICENSEE have caused this Support and Maintenance Service Agreement to be executed by their respective duly authorized representatives as of the date last signed below. Additional support can be purchased for an additional annual fee.

LICENSEE _____

QUMU, INC.

Signed: _____
Name: _____
Title: _____
Date: _____

Signed: _____
Name: _____
Title: _____
Date: _____

Appendix A

Support Escalation Procedure FAQ's

When and how do I escalate a support request?

You can escalate a Qumu Technical Support request at any time either by speaking directly with the Qumu technical support engineer or by requesting to speak with a Qumu Technical Support Regional Escalation Manager (REM).

The escalation process is appropriate in the following situations:

- Your production system goes down during an upgrade or other implementation
- You need to communicate a critical business impact to Qumu Technical Support Management
- You are dissatisfied with the responsiveness to or resolution of a support request

What steps do I take to escalate?

First, please review the details of your support request and verify the following facts:

- Is the problem statement correct?
- Does the support request accurately describe the business impact?
- If there is a workaround, is it impractical or inappropriate?
- Is there a critical milestone date identified in the support request?

Once you have completed this review, contact the assigned Qumu Technical Support Engineer for your support request or call Qumu Technical Support and ask for the Qumu Technical Support REM to trigger an escalation.

We highly recommend that you contact by phone Qumu Technical Support for escalations. This will ensure that your request is directed to the appropriate resources as soon as possible to achieve a successful resolution.

What happens once I request an escalation?

Once an escalation request has been made, the appropriate Qumu Technical Support REM will evaluate the situation and determine the appropriate resources to assign and/or process correction to make. The REM will become the primary point of contact for the issue and will coordinate with all parties involved to ensure an expedited resolution. The REM will set up a conference call with the appropriate parties to begin outlining the action plan and troubleshooting the situation. A Level 3 Escalation Engineer specializing in the type of situation being experienced will also be assigned once an escalation request has been made. The REM will work with the Level 3 Escalation Engineer assigned to ensure that the appropriate resources, communication and action plans are in place to expedite resolution.

How often can I expect updates on an escalation?

As the escalation is initiated, the assigned Qumu Technical Support REM will work with you to determine a communication plan that fits your needs. Agreements will be made on communication mode (email, phone call, conference call), frequency, and required attendees for all updates. If required, the Qumu Technical Support Global Escalation Manager (GEM) will attend any scheduled conference calls to ensure satisfaction with the current progress. At a minimum, communication will occur anytime an issue changes levels of escalation.

What can I do if I don't feel progress is being made with an escalation?

If you are concerned with the current state of an escalation or the situation has digressed, please inform your assigned Qumu Technical Support GEM immediately. The Qumu Technical Support GEM will immediately inform the management team and the REM and/or GEM will conduct a conference call with the required parties. If necessary, additional resources will be applied to the situation to determine what is required to resolve the situation.

If you are concerned with the current state of an escalation or the situation has digressed even after the GEM has been engaged, please inform your assigned Qumu Technical Support Global Director (GD) immediately. The Qumu Technical Support GD will further escalate with the Qumu management team and the Qumu Technical Support GEM and/or Qumu Technical Support GD will conduct a conference call with the required parties. If necessary, additional resources will be applied to the situation to determine what is required to resolve the situation.

If an escalated issue is not resolved in a pre-determined period of time, is that issue escalated automatically within the Qumu Support team?

Yes - Escalated issues are further escalated by the Qumu Support team over time following the table below:

Action Taken	Severity Level			
	Critical (P1)	Severe (P2)	Medium (P3)	Low (P4)
Manager – Customer Support	3 hours	12 hours	24 hours	N/A
Director – Customer Support	6 hours	24 hours	48 hours	N/A
Executive Sponsors	9 hours	36 hours	72 hours	N/A

Notes:

- Durations are relative to original escalation request time
- Hours/Days are Business Hours/Days

Can I increase the severity level of a support request without an escalation?

Yes - the severity level of a support request can be increased without an escalation if the business impact of a support request has changed or was not correctly recorded initially. Please communicate these changes in the severity level of a Support request by communicating them to your Qumu Technical Support Engineer through email or verbally if you are on a call with the Qumu Technical Support Engineer.

How do I de-escalate a support request?

Once the support request is back on track and making acceptable progress toward resolution, it can be de-escalated. Before the support request is de-escalated, the REM will complete the following tasks:

- Confirm that the action plan is acceptable
- Ensure that the troubleshooting or root cause analysis process is on track
- Document in the support request your agreement to de-escalate the service requests.