

QUMU MASTER SOFTWARE LICENSE SALES AND SUPPORT AGREEMENT

This agreement which incorporates the Terms, an Order Form and/or SOW, the Qumu Professional Services Terms and the Schedule (together "**Agreement**") is made as of the Effective Date by and between the Qumu entity identified on the Order Form ("**QUMU**") and the customer entity identified in the Order Form (the "**LICENSEE**"). Each Party agrees that the following terms and conditions govern each Order Form and/or SOW that references this Agreement.

PREAMBLE:

WHEREAS, QUMU or an Affiliate of QUMU owns and distributes certain Software and Hardware "**Products**" (as defined below); and

WHEREAS, LICENSEE desires to receive a license to use the Products listed in an Order Form.

NOW THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, QUMU and LICENSEE hereby agree to the following terms and conditions (the "**Terms**"):

1. ARTICLE 1: DEFINITIONS

The following definitions shall apply to this Agreement and all schedules, exhibits and attachments to this Agreement:

- 1.1. "**Access**" and variants thereof mean to store data in, or retrieve data from, or otherwise approach or make use (directly or indirectly), through electronic means or otherwise, of the QUMU products.
- 1.2. "**Affiliated Company**" or "**Affiliate**" means a company that that is controlled by, controls or has common control with Qumu Corporation or a subsidiary of Qumu Corporation. For the purposes of this article 1.2, "control" means the power to govern the affairs of a company, whether by ownership of shares, by contract or otherwise.
- 1.3. "**Appliance**" means a separate and discrete Hardware device with integrated software or firmware, on a LICENSEE's premises, holding or housing QUMU's intellectual property.
- 1.4. "**Associate**" means an employee of QUMU or an independent contractor hired by QUMU.
- 1.5. "**Authorized Person**" means LICENSEE or employees of LICENSEE who agree to maintain the confidentiality of Confidential Information and individuals or organizations who are authorized by QUMU to receive Confidential Information and who agree to maintain the confidentiality of such Confidential Information.
- 1.6. "**Confidential Information**" means all information concerning this Agreement, Software, Products, and the business and technical plans of QUMU which is disclosed by QUMU to LICENSEE or learned by LICENSEE.
- 1.7. "**Contract Year**" means a 12 month period commencing with the Effective Date or any anniversary of it.
- 1.8. "**Delivery Date**" means:
 - a. For installation of Software on hardware owned by LICENSEE, "**Delivery Date**" means the date QUMU provides LICENSEE access to the Software by download.
 - b. For Hardware (including Appliances), "**Delivery Date**" means the date the Hardware is shipped to LICENSEE.
- 1.9. "**Documentation**" means the Product user guides made available to LICENSEE.
- 1.10. "**Effective Date**" means either: i) if this Agreement is to be signed, the date the last party executes this Agreement; or ii) if this Agreement will not be signed and will be incorporated by reference under an Order Form or other applicable document, the date the last party executes such Order Form or other applicable document.
- 1.11. "**FCA**" shall have the meaning given to that term in the Incoterms.
- 1.12. "**FOB Origin**" shall have the meaning to the term F.O.B the place of shipment as per section 2-319 of the Uniform Commercial Code.
- 1.13. "**Hardware**" means the tangible items listed in the Order Form.
- 1.14. "**Implement**" and variants thereof (including, but not limited to, the terms "Implementation", "Implementing" and "Implemented") mean to load, install or otherwise make use of the Software.
- 1.15. "**Incoterms**" means the international rules for the interpretation of trade terms of the International Chamber of Commerce 2010 edition.
- 1.16. "**Made Available**" means
 - for downloaded Software, when the LICENSEE has received written notification by e-mail or otherwise of the location with instructions to access the Software files.
 - for hosted services, when the LICENSEE has received written notification by e-mail or otherwise with instructions to access the service.
- 1.17. "**Maintenance Release**" means the object code for a Software release containing mostly error corrections and any corrections and updates to the associated documentation, generally made available by QUMU from time to time to its customers and indicated by a change in the digit to the right of the third decimal point (e.g., from version x.x.x.x to x.x.x.y).
- 1.18. "**Maintenance Services**" means services concerning Software as provided by QUMU to LICENSEE for the fees detailed in the relevant Order Form.
- 1.19. "**Major Enhancements**" means new releases of the Software, generally referred to as "point releases".

- 1.20. **"Major Release"** means the object code for a Software release containing significant new enhancements, features, and functionality and any corrections and updates to the associated documentation, generally made available by QUMU from time to time to its customers and indicated by a change in the digit to the left of the first decimal point (e.g., from version x.x.x to x.y.x or a change from version x.x.x to y.x.x).
 - 1.21. **"Minor Release"** means the object code for a Software release containing error corrections or minor enhancements, and any corrections and updates to the associated documentation, generally made available by QUMU from time to time to its customers and indicated by a change in the digit to the right of the second decimal point (e.g., from version x.x.x to x.x.y).
 - 1.22. **"Order Form"** means an order form attached to or referencing this Agreement.
 - 1.23. **"Product"** means one or more of QUMU's proprietary products listed in an Order Form including but not limited to the Software and Hardware.
 - 1.24. **"Qumunity"** means QUMU's help center website available at <https://qumunity.qumu.com>.
 - 1.25. **"QUMU Professional Services"** depending on the version of the currently deployed solution, QUMU Professional Services means the services to be provided by QUMU (or QUMU's subcontractors) in relation to QUMU's Products, such services may include: (a) database upgrades, (b) scoping conference calls/meetings, (c) weekly preparation review meetings, (d) installation services, (e) deployment advisory services, (f) testing services, (g) go-live services or (h) live event services.
 - 1.26. **"Schedule"** means the QUMU Support and Maintenance Service Schedule as set out below in this Agreement.
 - 1.27. **"Services"** means services as requested by LICENSEE and detailed in an Order Form, Statement of Work or another document between QUMU and LICENSEE.
 - 1.28. **"Software"** means the object code for the Software applications listed in an Order Form to be provided by QUMU to LICENSEE hereunder, including Minor Releases and Major Releases.
 - 1.29. **"Statement of Work" or "SOW"** means a statement of work setting out the scope of Services to be performed by QUMU, or its Affiliates or subcontractors, pursuant to an Order Form or other document.
 - 1.30. **"Term"** means a period of time commencing on the Effective Date and continuing until this Agreement is terminated or canceled under article 5.
 - 1.31. **"Third Party Technology"** means third party software, hardware, peripherals, components, devices, equipment and technology used in connection with or related to Products.
 - 1.32. **"Unauthorized Access"** means any access to Software except for the exclusive purpose of this Agreement and training employees of LICENSEE in the use of Software.
 - 1.33. **"Unauthorized User"** means any individual who accesses Software except for: (1) employees of LICENSEE authorized by LICENSEE to access Software who agree to maintain the confidentiality of Confidential Information and (2) persons authorized by QUMU to access Software.
 - 1.34. **"Warranty Term"** means a period of time commencing on the Delivery Date and ending on the date which is ninety (90) days thereafter for Software and one year thereafter for Hardware.
2. **ARTICLE 2: SOFTWARE PRODUCTS AND MAINTENANCE SERVICES**
 - 2.1. Grant of License: QUMU hereby grants to LICENSEE a non-exclusive and non-transferable license to use Software and the Documentation for the Term, without the right to grant sub-licenses and subject to the terms of this Agreement. Unless otherwise stated in the relevant Order Form, the Term for each Software Product is perpetual.
 - 2.2. Use Restrictions: LICENSEE shall prevent Unauthorized Users from accessing Software. LICENSEE shall prevent Unauthorized Access to Software. LICENSEE shall promptly inform QUMU of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized Users) of which LICENSEE has knowledge or suspicion. LICENSEE shall not access the Software using third party products for the purposes of manipulating, viewing, disclosing or using the internal structure of Software or for creating a database, data dictionary or data model, and such access shall be deemed Unauthorized Access, except (1) with the knowledge and written consent of a QUMU authorized technical representative, (2) within the terms of the documentation for LICENSEE's use of the Software, or (3) as otherwise permitted by applicable law. Furthermore, the LICENSEE agrees not to, during the course of its use of the Software, upload, store, distribute, transmit any material in its use of the Software which is: i) 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.
 - 2.3. Laws and Regulations: LICENSEE shall comply with all applicable laws and regulations of: i) the United States if this Agreement is subject to article 8.8 (b); or ii) the United Kingdom if this Agreement is subject to 8.8 (a), the country in which LICENSEE is located or the Software is used, and any other country having jurisdiction.
 - 2.4. End Use: LICENSEE hereby represents and warrants that it shall only use the Software for its own use and not for rental, leasing, resale, sublicensing, distribution, outsourcing, or offering service bureau services or software as a service purposes.
 - 2.5. Maintenance Services: Subject to the terms and conditions of the Schedule, and if the parties enter into an Order Form for the provision of Support Services (as defined in the Schedule), QUMU will provide technical

assistance, software maintenance and support services (collectively "**Support Services**" as more particularly described in section I of the Schedule) to the LICENSEE in accordance with the terms stated in the Schedule, for Software licensed by LICENSEE.

- 2.6. In consideration for the LICENSEE paying the annual support and maintenance fee (as set out in the Order Form), QUMU shall provide the Support Services for the time period stated in the order confirmation, delivery note or invoice that LICENSEE receives from QUMU, in respect of the Software and the products set out in the Order Form.
- 2.7. Unless otherwise stated in the Order Form or invoice, and subject to article 5 of the Agreement (Termination), the term of the Schedule is for 12 months from the Effective Date ("**Initial Term**") and will renew automatically for periods of 12 months (each an "Additional Term") unless terminated by either party by giving not less than 90 days prior written notice to terminate the Schedule at the end of the relevant Additional Term.
- 2.8. Unless otherwise agreed by the parties in writing, the LICENSEE shall make payment of the annual support and maintenance fee for any Additional Term, at least 30 days before the commencement of such Additional Term.
- 2.9. The LICENSEE acknowledges and agrees that QUMU shall have no obligation to provide Maintenance Services if the parties do not enter into an Order Form for the provision of such Maintenance Services in accordance with the terms of the Schedule, and/or the provision of the Maintenance Services is terminated in accordance with article 2.8 of this Agreement. Following the expiration or termination of any Maintenance Services under any Order Form, QUMU will cease to provide such Maintenance Services. Should the LICENSEE then wish to repurchase Maintenance Services after the expiration or termination (as applicable) of their purchase of Maintenance Services then the LICENSEE must pay: i) the then current fees for Maintenance Services as set out in an Order Form which will be provided to the LICENSEE; and ii) all fees that would have been due for Maintenance Services from the date of expiration or termination of the original purchase of Maintenance Services made by the LICENSEE up to and including the date of the new purchase of Maintenance Services.
- 2.10. In the event of any conflict or inconsistency between the provisions in the main body of the Schedule and the provisions of Appendix A to the Schedule, the provisions in the main body of the Schedule shall prevail.
- 2.11. **Feedback:** QUMU encourages the LICENSEE to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Products, Services and related resources ("**Feedback**"). To the extent the LICENSEE provides Feedback, the LICENSEE grants to QUMU a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the Products) without restriction; provided that such Feedback does not identify

the LICENSEE, its Affiliates, or Users, or include any personal data without the LICENSEE's prior written consent.

- 2.12. **Use of Aggregate Data.** LICENSEE agrees that QUMU may collect, use, and disclose quantitative data derived from the use of QUMU Products for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and anonymised and will not identify the LICENSEE, its Users, any personal data, or any third parties utilizing the Products.

3. **ARTICLE 3: DELIVERY AND TRANSFER OF RISK OF LOSS**

3.1. Delivery of Software:

- (a) Software for installation on hardware owned by LICENSEE – QUMU shall provide the Software to LICENSEE in electronic form for installation on the LICENSEE's computer systems. LICENSEE shall acquire and maintain its computer systems in good working order and in compliance with QUMU's technical requirements. QUMU shall make the Software available on a secure, password protected, web site for LICENSEE to access and download. Subject to the LICENSEE complying with its payment obligations under the terms of a support and upgrade Order Form, QUMU will provide Minor Releases and Major Releases of the Software to the LICENSEE.
- (b) Software installed on an Appliance – QUMU shall provide the Software to LICENSEE pre-installed on Hardware supplied by QUMU. If the manufacturer of the Hardware provides a warranty to QUMU in respect of the Hardware, QUMU may, subject to the terms of such warranty, any agreement between QUMU and the relevant manufacturer and QUMU's discretion, pass the benefit of such warranty to LICENSEE. QUMU shall use its reasonable endeavors to ensure that the Appliance, operating system and ancillary supporting technologies function properly when they leave QUMU's dock or other point of origin. Subject to the LICENSEE complying with its payment obligations under the terms of an Order Form, QUMU will provide Minor Releases and Major Releases of the Software to the LICENSEE on the Appliance.
- (c) Hosted Service – QUMU shall provide the Software to LICENSEE as a service accessible via a secure, password-protected, website. QUMU, or its designated hosting partner, shall be responsible for all hardware, software and system maintenance in respect of the hosted service. Subject to the LICENSEE complying with its payment obligations under the terms of a Support and Upgrade Order Form, QUMU will provide Minor Releases and Major Releases of the Software to the LICENSEE.

3.2. Delivery of Hardware:

- (a) U.S. shipments. The following terms apply to shipments of Hardware to a destination within the United States:

- i. Unless otherwise agreed on an Order Form, QUMU shall arrange for the Hardware to be shipped FOB Origin. LICENSEE shall pay all freight charges for the delivery of the Hardware in accordance with this Agreement and the terms of the relevant Order Form. QUMU shall add such freight charges to LICENSEE's invoice for the Hardware purchased by LICENSEE. LICENSEE shall be responsible for procuring all necessary insurance and for filing any claims with the carrier; or
 - ii. Subject to QUMU's prior written agreement, the LICENSEE may directly pay a carrier for the Hardware to be shipped FOB Origin, in which event LICENSEE shall be directly responsible for all shipping costs, procuring all necessary insurance and for filing any claims with the carrier.
- (b) Non-U.S. shipments. The following terms apply to shipments to a destination outside the United States:
- i. Unless otherwise agreed on an Order Form, QUMU shall arrange for the Hardware to be shipped FCA, QUMU's premises or other point of origin. The LICENSEE shall pay all charges for shipping or related costs after the Hardware leaves QUMU's premises; and
 - ii. LICENSEE shall be directly responsible for paying all shipping costs, procuring all necessary insurance and for filing any claims with the carrier.
- (c) All shipments of Hardware:
- i. QUMU does not guarantee delivery on a specific date. Delivery schedules are estimates only and are based upon prompt receipt from LICENSEE and appropriate governmental authorities of all necessary information and documentation. The date and time of delivery is not of the essence. In the event that QUMU, or the nominated carrier, fails to deliver within an agreed schedule, for any reason, such failure shall not entitle LICENSEE to terminate this Agreement or cancel the order, and shall not form the basis for a claim for consequential, liquidated or other damages.
 - ii. In the event QUMU determines it cannot deliver the full amount ordered, QUMU may allocate deliveries among the affected licensees, including without limitation the LICENSEE.
 - iii. QUMU reserves the right to deliver in partial shipments or installments.
 - iv. LICENSEE hereby agrees that it shall be deemed to have waived any non-conformity which is discoverable upon visual inspection if such non-conformity is not reported to QUMU in writing within three (3) business days after delivery by the carrier or reported orally to QUMU within three (3) business days and confirmed in writing within five (5) business days after delivery by the carrier.
- 3.3. Transfer of Risk of Loss for Software: All risk of loss will transfer to LICENSEE at the time the Software is Made Available to LICENSEE.
 - 3.4. Transfer of Risk of Loss for Hardware: All risk of loss or damage will transfer to LICENSEE at the time of shipment from QUMU's premises or other point of origin.
 - 3.5. Transfer of Title to the Hardware: Title to the Hardware shall only pass to the LICENSEE once QUMU receives payment in full (in cash or cleared funds) for the Hardware. Until title to the Hardware passes to the LICENSEE, LICENSEE shall (a) keep the Hardware separate from all other hardware so that they remain readily identifiable as QUMU's property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware; and (c) not encumber, charge, sell or otherwise dispose of the Hardware.
4. **ARTICLE 4: PAYMENT**
- 4.1. Price and Invoicing: Except as expressly set forth in the applicable Order Form or SOW, the LICENSEE shall pay the amounts listed on the applicable Order Form or SOW pursuant to the terms of the applicable invoice and shall pay all invoices within 30 days of the date of invoice.
 - 4.2. Costs: LICENSEE shall pay all third-party costs incurred by QUMU in performing this Agreement. Such costs shall include (without limitation) freight and related insurance fees.
 - 4.3. Taxes: LICENSEE shall pay any and all taxes attributable to this Agreement, to the transactions contemplated hereunder, and to the transactions performed by LICENSEE or third parties using the Products, including, without limitation, any applicable value added sales or use taxes. Notwithstanding the foregoing, LICENSEE shall not be responsible for paying any income taxes assessed against QUMU. If LICENSEE 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.
 - 4.4. Late Fee: Any amount which is not paid when due may, at QUMU's option, be increased by a late charges as follows: i) where article 8.8 (b) applies to this Agreement, a sum equal to 1% of such unpaid amount for each month (or portion thereof) in which such amount is due and not paid, not to exceed the maximum rate allowed by applicable laws or regulations; or ii) where article 8.8 (a) applies to this Agreement, an annual rate equal to the then current rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, from the due date until up to and including the date that payment is made in full.
 - 4.5. Charges for Services: Unless otherwise stated on the Order Form, Services shall be performed by QUMU on a

fixed fee or time and materials basis at standard QUMU rates prevailing at the time such Services are rendered, as notified to the LICENSEE from time to time.

4.6. Electronic Payments: If LICENSEE purchases Products from QUMU by means of a QUMU provided electronic purchase or payment system, LICENSEE is responsible for maintaining the confidentiality of LICENSEE's account and password and for restricting access to LICENSEE's computer(s), and LICENSEE agrees to accept responsibility for all activities that occur under LICENSEE's account or password. QUMU will use commercially reasonable endeavors to protect the confidentiality of LICENSEE's credit card or other financial information. LICENSEE is solely responsible for controlling the use or dissemination of any such information within or outside of its organization. SAVE AS EXPRESSLY SET OUT IN THIS ARTICLE, QUMU SHALL HAVE NO RESPONSIBILITY WHATSOEVER UNDER ANY CIRCUMSTANCES WITH REGARD TO CREDIT CARD OR ANY OTHER FINANCIAL INFORMATION OF LICENSEE.

4.7. Purchase Orders: If the LICENSEE issues a purchase order in addition to signing an Order Form, 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 LICENSEE, and conditions assent solely based on the terms and conditions of this Agreement. Upon request, QUMU shall reference the purchase order number on its invoices, provided, however, that the LICENSEE acknowledges that it is the LICENSEE's responsibility to provide the corresponding purchase order information (including a purchase order number) to QUMU upon the signing of any Order Form. The LICENSEE agrees that a failure to provide QUMU with the corresponding purchase order shall not relieve the LICENSEE of its obligations to provide payment to QUMU.

5. **ARTICLE 5: TERMINATION**

5.1. Termination Limitations: This Agreement may only be terminated or canceled as provided under this article 5.

5.2. Term and Termination:

(a) Subject to article 5.2(d), this Agreement shall, unless otherwise terminated in accordance with the terms of this Agreement, continue in force for as long as there is an Order Form or SOW existing between QUMU and the LICENSEE which incorporates this Agreement.

(b) QUMU may terminate this Agreement if LICENSEE fails to make any payment within thirty (30) days after receiving written notice from QUMU that such payment is delinquent; or

(c) Either party may terminate this Agreement, or the Agreement so far as it relates to Maintenance Services, immediately on written notice if the other party (the "Defaulting Party"):

- i. becomes insolvent (i.e. becomes unable to pay its debts in the ordinary course of business as

they come due);

- ii. makes an assignment of this Agreement for the benefit of its creditors
- iii. a notice of intention to appoint an administrator is filed with the court or served on any creditor or an application for an administration order is issued at court in respect of the Defaulting Party;
- iv. a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the Defaulting Party, or any creditor takes possession of, or any lien, execution or other process is levied or enforced upon, the assets of the Defaulting Party;
- v. a winding up petition is presented or any decision is made to convene a meeting to pass a resolution for the winding up of the Defaulting Party; or
- vi. any event analogous to the foregoing sub-clauses of this article 5.2 (c) occurs in any jurisdiction.
- vii. Products delivered under hosting arrangements are for specified time periods and may not be cancelled until the end of such agreed period, provided that QUMU may suspend the provision of such Products where the LICENSEE commits a material breach of this Agreement, and QUMU may terminate the provision of such Products where it terminates this Agreement.

(d) Subject to articles 5.2(b) and 5.2(c), the provision of Maintenance Services under the Schedule shall continue until such time as is specified in the Schedule or the relevant Order Form, provided always that the LICENSEE complies with its payment obligations under the Schedule (and any Order Form or order confirmation relating thereto).

5.3. Cancellation for Cause: If either party commits a material breach of its obligations under this Agreement:

- (a) if the breach is not remediable, the non-breaching party may cancel this Agreement immediately by sending a notice containing full particulars of the material breach to the breaching party; or
- (b) if the breach is capable of remedy, the non-breaching party may send a notice containing full particulars of the material breach to the breaching party, and the breaching party shall have thirty (30) days from the date of such notice to cure such breach. If the material breach is not cured within the required thirty (30) day period, the non-breaching party shall have the right to cancel this Agreement as of the thirty-first day after the date of the aforementioned notice.

5.4. Return: Upon termination or cancellation of this Agreement, LICENSEE shall promptly remove (at LICENSEE's expense) all LICENSEE information and data stored in Software Products and return to QUMU the Software, the Documentation, any Hardware for which LICENSEE has not fully paid, and all materials provided by QUMU to LICENSEE hereunder, and shall provide

QUMU with a certificate of compliance with this article 5.4 signed by an authorized representative of LICENSEE. Notwithstanding the foregoing, LICENSEE shall be entitled to retain the then current version of Software obtained under a perpetual license and Appliances or Hardware purchased and paid for by LICENSEE.

6. **ARTICLE 6: WARRANTY AND LIABILITY**

6.1. Software Warranty: QUMU hereby represents and warrants to LICENSEE that (i) the Software, when delivered, and for the Warranty P, 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 Software, when delivered to LICENSEE, shall not contain a computer "virus" or other contaminant, including codes or instructions intended to delete, damage or disable LICENSEE's computer system, and (iii) that in providing the Software 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) of this article is to use reasonable efforts to correct or replace any non-conforming Software once QUMU has been made aware of such non-conformance.

6.2. Hardware Warranty and exclusions:

(a) Hardware Warranty: QUMU warrants the Hardware against defects in materials and workmanship under normal use for the Warranty Term. If a Hardware defect arises and a valid claim is received within the Warranty Term, at its option and to the extent permitted by law, QUMU will either:

- i. repair the defect at no charge, using new or refurbished replacement parts; or
- ii. exchange the Hardware with Hardware that is new or has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Hardware.

(b) Exclusions: Neither the foregoing warranty in article 6.2 (a) nor the terms of any maintenance or support agreement apply:

- i. to damage caused by use with non-QUMU products without the written permission of QUMU;
- ii. to damage caused by accident, abuse, neglect, misuse, flood, fire, earthquake, or other external causes;
- iii. to damage caused by operating the Hardware outside the permitted or intended uses;
- iv. to damage caused by services (including upgrades and expansions) performed by anyone who is not a representative of QUMU or a QUMU authorized service provider;
- v. to Hardware that has been modified to alter functionality or capability without the written permission of QUMU;

- vi. to cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports;
- vii. if any QUMU serial number has been removed or defaced; or
- viii. after the Warranty Term has expired.

6.3. Third Party Warranties: To the extent permitted under the terms of QUMU's agreements with the relevant manufacturers, QUMU hereby assigns to LICENSEE the benefit of any and all manufacturer warranties for Third Party Technology, and may cooperate (as mutually agreed by the parties) with LICENSEE in securing the benefit of any remedies available to LICENSEE under any such manufacturer warranty.

6.4. Service Warranty: Any Services provided by QUMU pursuant to this Agreement shall be performed on a reasonable efforts basis in a timely and professional manner, shall conform to the standards generally observed in the industry for similar Services and shall be subject to this article 6. For any breach of this Service Warranty, LICENSEE's sole and exclusive remedy, and QUMU's entire liability, shall be the re-performance of the nonconforming Services. The LICENSEE shall provide written notice of the breach to QUMU as soon as reasonably practicable after the breach comes to the attention of LICENSEE.

6.5. Disclaimer: THE WARRANTIES SET FORTH IN ARTICLES 6.1, 6.2 AND 6.4 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, QUMU HEREBY DISCLAIMS AND LICENSEE HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY.

6.6. Express Warranties: LICENSEE hereby acknowledges and agrees that QUMU (including QUMU's officers, employees, agents, directors, independent contractors, affiliates, distributors and successors) has not made or granted any warranties concerning the Hardware, the Services or the Software except as expressly set forth in this article 6.

6.7. Indemnification:

a. Third Party Claims: If a final judgment of a court having jurisdiction is entered against LICENSEE upholding claims that Software violates a United States or United Kingdom patent, copyright, trade secret or other proprietary rights of a third party in the United States or the United Kingdom, provided that LICENSEE (1) gives QUMU prompt written notice upon LICENSEE's knowledge of any such claim, (2) permits QUMU to answer and defend (at QUMU's option) such claim or action, (3) provides QUMU with information, assistance and authority to assist QUMU in the defense of such claim or action, and (4) does not prejudice QUMU's defence of the claim, including without limitation by making an admission of liability without QUMU's prior written consent. QUMU shall

perform one or more of the following actions (as determined by QUMU) within 120 days of the date final judgment in favor of such third party's claim is rendered:

- i. Replacement: Replace the Software with a non-infringing Software product of substantially equivalent functional and performance capability;
 - ii. Modification: Modify the Software to avoid the infringement without substantially eliminating the functional and performance capabilities of Software;
 - iii. Obtain Agreement: Obtain a license for use of the Software from the third-party claiming infringement for use of the Software;
 - iv. Termination: Terminate the Agreement, where none of the above actions is reasonably available to QUMU.
- b. In relation to the indemnity in article 6.7(a), QUMU shall have the right to participate or assume the defense (as determined by QUMU), and LICENSEE shall permit and authorize QUMU to participate in or assume the defense, of any such claim or action through QUMU's legal counsel. The foregoing remedy does not apply and QUMU shall have no obligation in connection with or relating to any third-party infringement claim in connection with or related to:
- i. LICENSEE's modification of Software;
 - ii. LICENSEE's failure to use Software in accordance with the Documentation in effect;
 - iii. LICENSEE's failure to use the most current release or version of Software;
 - iv. LICENSEE's combination, interface, operation or use of Software with Third Party Technology not specifically authorized by QUMU in writing; or
 - v. QUMU compliance with designs, instructions, or specifications required by LICENSEE.

The remedies set forth herein are the sole and exclusive remedies of LICENSEE under this Agreement for any and all claims of indemnification relating to infringement. QUMU's obligations set forth in this article shall not apply to Third Party Technology.

6.8. Limitation of Damages:

- i. Save in respect of article 6.9, each of QUMU and LICENSEE shall not be liable to the other in connection with or relating to this Agreement (including under any indemnity), the Products, or any transactions involving the Products for any: (a) indirect or special losses or damages; (b) lost profits (whether direct or indirect); (c) consequential losses; (d) exemplary losses; (e) incidental losses or damages; (f) loss of or damage to goodwill or reputation (whether direct or indirect); (g) loss of data or use of data; (h) punitive damages; (i) loss of data; (j) loss of business (whether direct or indirect),

regardless of the form of action, whether in contract or in tort (including breach of warranty, negligence or under any indemnity), regardless of whether the other party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

- ii. Notwithstanding anything herein to the contrary and save in respect of: i) each party's liability under articles 6.7 and 6.9 respectively; and ii) the LICENSEE's obligation to pay all undisputed amounts under Order Forms, the liability of QUMU and LICENSEE in any Contract Year for any reason and for any cause of action whatsoever in connection with or relating to this Agreement, the Products and any transactions involving the Products shall be limited to the fees paid or payable (assuming the Agreement is not terminated, whether or not it is actually terminated) for the use of the Products during the then current Contract Year.

- 6.9. LICENSEE Indemnification: LICENSEE shall release, defend, indemnify and hold harmless QUMU (including its officers, directors, employees, affiliates, independent contractors, distributors, agents and successors) against any expense, loss, cost or liability (including, without limitation, interest, penalties, attorney fees and paralegal fees) arising from any and all claims, demands, damages or actions resulting from or related to (a) LICENSEE's negligence; (b) any breach by LICENSEE of the obligations of the LICENSEE set out in this Agreement (including with specific reference to article 2.2); or (c) investigation or defense of any of the above or in asserting QUMU's rights hereunder.

- 6.10. Cooperation: LICENSEE shall cooperate with QUMU by providing QUMU with information concerning Software or Hardware as may be requested by QUMU from time to time and by providing QUMU with access to the personnel, facilities, computers, computer Software and data of LICENSEE.

- 6.11. Repossession: If LICENSEE fails to pay the balance of the price when due (as provided in article 4.1), and LICENSEE fails to make any payment within thirty (30) days after receiving written notice from QUMU that such payment is delinquent, QUMU shall have the right to require LICENSEE to remove promptly (at LICENSEE's expense) all LICENSEE information and data stored in Software Products and return to QUMU the Software, Documentation, Hardware, and all materials provided by QUMU to LICENSEE hereunder. If LICENSEE fails to return the Products, QUMU shall have the right to enter LICENSEE's facilities and to repossess the Software and Hardware without further notice. If any event of bankruptcy occurs before payment of the balance of the price when due (as provided in article 4.1), QUMU shall be entitled to any and all remedies available to a secured creditor under applicable law, including, as applicable and without limitation, the U.S. Bankruptcy Code and applicable state or federal law.

7. **ARTICLE 7: INTELLECTUAL PROPERTY**

- 7.1. Ownership and Title: Title to Products and Software,

including all ownership rights to patents, copyrights, trademarks and trade secrets therein or in connection therewith, shall be the exclusive property of QUMU.

- 7.2. Confidential Information: LICENSEE shall maintain the Confidential Information in strict confidence. LICENSEE shall not disclose Confidential Information except to Authorized Persons. LICENSEE shall not access, duplicate or use the Confidential Information except as otherwise permitted under this Agreement.
- 7.3. Trade Secrets: LICENSEE hereby acknowledges and agrees that the Confidential Information:
- (a) derives independent economic value (actual or potential) from not being generally known to, or readily ascertainable by, other persons who can obtain economic value from its disclosure or use;
 - (b) is the subject of reasonable efforts by QUMU under the circumstances to maintain its secrecy; and
 - (c) is a trade secret.
- 7.4. Reverse Engineering: LICENSEE shall not reverse engineer Software and shall not allow Software to be reverse engineered.
- 7.5. Copies: LICENSEE may create copies of the Software for routine archival or backup purposes only. LICENSEE shall not copy Software and shall not allow the Software to be copied without the prior written consent of QUMU.
- 7.6. Modifications: LICENSEE shall not modify the Software and shall not allow the Software to be modified without the prior written consent of QUMU. LICENSEE shall not use the Software or any materials incidental thereto to develop computer the Software without the prior written consent of QUMU. If QUMU consents to the LICENSEE modifying the Software, such modifications shall be the sole and exclusive property of QUMU and QUMU shall own any and all rights, title and interests to such modifications and any resulting computer software, including (without limitation) any and all copyrights, patents and trade secrets therein or in connection therewith. The LICENSEE hereby assigns, by way of a present assignment of future rights, all intellectual property rights that subsist in any modifications made to the Software pursuant to this article 7.6.
- 7.7. U.S. Government Restricted Rights:
- (a) *Commercial Items*. The Software is a "Commercial Item", as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to this Agreement. Unpublished rights are reserved under the copyright laws of the United States by

Qumu, Inc., 1350 Old Bayshore Hwy, Burlingame, CA 94010, USA.

- (b) U.S. Government Licensing of Qumu Technology. LICENSEE agrees that when licensing QUMU Software for acquisition by the U.S. Government, or any contractor therefore, LICENSEE will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227- 7202 -4 (for the Department of Defense). For U.S. Government End Users, QUMU agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60 - 60, 60-250, and 60-741. The affirmative action clause and regulations referenced in the preceding sentence shall be incorporated by reference in this Agreement.
- 7.8. Proprietary Notices: LICENSEE shall not remove, alter or obscure any copyright notices or other proprietary legends displayed by or used by QUMU in connection with or related to Software.
- 7.9. Trademarks: QUMU trademarks, trade dress, logos, trade names or insignia ("**QUMU Marks**"), including (without limitation) Software, are owned exclusively by QUMU. QUMU shall retain all rights, title and ownership interests in QUMU Marks.
- 7.10. Continuation: The terms and conditions of this article 7 shall survive termination and cancellation of this Agreement.
8. **ARTICLE 8: MISCELLANEOUS**
- 8.1. Assignments; Merger or Acquisition of Licensee: LICENSEE may not assign, transfer, rent or re-license or otherwise transfer any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of QUMU. For the purposes of this Agreement, "assignment" shall include:
- (a) use of the Software for the benefit of any party to a merger, acquisition and/or other consolidation by, with or of LICENSEE, including any new or surviving entity that results from such merger, acquisition and/or other consolidation; and
 - (b) use to provide outsourcing, service bureau, hosting services or training to third parties.
- 8.2. Public Announcement: All public announcements of the relationship of QUMU and LICENSEE under this Agreement shall require the prior written approval of QUMU and LICENSEE. Notwithstanding the foregoing, QUMU may use the LICENSEE's name and logo for the purpose of: i) identifying the LICENSEE as a customer of QUMU; and ii) as part of Qumu's marketing efforts (including without limitation, reference calls, press testimonials, use case examples and customer convention participation).

8.3. Entire Agreement and Non-reliance: This Agreement and any Order Forms, and any other attachment or exhibit to this Agreement contain the entire understanding of the parties and supersede:

- (a) previous verbal and written agreements between the parties; and
- (b) LICENSEE's order confirmation or other purchasing related document concerning the Products; and all conflicting terms of such verbal statement or document shall be of no force or effect.

In the event of a conflict between the terms of the Terms and the terms of an Order Form, Statement of Work, Schedule, attachment or exhibit to this Agreement, the terms of such Order Form, Statement of Work, Schedule, attachment or exhibit shall prevail. Each party agrees that it has not entered into this Agreement (or any agreement or document entered into pursuant to this Agreement) in reliance upon any statement, representation, covenant, warranty, undertaking or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) except as expressly set out in this Agreement. Nothing in this provision shall exclude any liability on the part of either party for fraud or fraudulent misrepresentation.

8.4. Amendments and Modifications: Alterations, modifications or amendments of a provision of this Agreement shall not be binding unless such alteration, modification or amendment is in writing and signed by QUMU and LICENSEE.

8.5. Severability: If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect. This shall not apply if it would be unreasonable for one of the parties to continue to be obligated under the terms of this Agreement.

8.6. Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, article, paragraph, or provision thereof.

8.7. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.8. Governing Law:

- (a) For Qumu Ltd Order Forms: 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 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. Venue for any proceeding arising from or related to this Agreement or the transactions contemplated shall be in the courts of London, England and the parties hereby consent to the exclusive personal jurisdiction

of such courts. The LICENSEE irrevocably waives any objection to the jurisdiction of, or venue in, these courts and agrees that the acceptance of QUMU's Products or Services under this Agreement constitutes doing business in England. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement, its execution, delivery or performance

- (b) For all other Order Forms: Unless an express definition herein or the context hereof otherwise requires, all terms used in this Agreement which are defined in the Uniform Commercial Code, as adopted in the state of Minnesota, shall have the same definition and meaning for purposes of this Agreement and all related transactions and documents. 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 law 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. Venue for any proceeding arising from or related to this Agreement or the transactions contemplated shall be in the federal or state courts located in the state of Minnesota and the parties hereby consent to the exclusive personal jurisdiction of such courts. The LICENSEE irrevocably waives any objection to the jurisdiction of, or venue in, either of these courts and agrees that the acceptance of QUMU's Products or Services under this Agreement constitutes doing business in the state of Minnesota. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement, its execution, delivery or performance.

8.9. Notices: 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) Qumunity 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 article 8.9. Notices are deemed given one (1) business day after posting on Qumunity if delivered using Qumunity, 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).

8.10. Waiver: Any waiver of a provision of this Agreement by QUMU shall not be binding unless such waiver is in writing and signed by an officer of QUMU. Waiver by QUMU of any breach of this Agreement shall not constitute waiver of any other breach. Any failure by QUMU to enforce a provision of this Agreement shall not

constitute a waiver or create an estoppel from enforcing such provision.

- 8.11. Relationship of the Parties: It is agreed that the relationship of QUMU and LICENSEE is primarily that of licensor and licensee or seller and buyer respectively. 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.
- 8.12. Litigation Expense: 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.
- 8.13. Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy. Either party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach or threatened breach of this agreement by the other party.
- 8.14. Import and Export Compliance: In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, LICENSEE is solely responsible for compliance related to the manner in which LICENSEE chooses to use the Products, including the transfer and processing of LICENSEE's content or data and the provision of LICENSEE's content or data to any third party.
- 8.15. Foreign Corrupt Practices Act Compliance: LICENSEE represents and warrants that it is aware of and familiar with the provisions of the U. S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**") and its purposes, and will take no action and make no payment in violation of, or which might cause, LICENSEE or QUMU to be in violation of, the FCPA. LICENSEE further represents and warrants that no person employed by it in connection with the performance of its obligations under this Agreement is an official of the government of any foreign country, or of any agency thereof and that no part of any moneys or consideration paid hereunder shall accrue for the benefit of any such official. Notwithstanding anything to the contrary, if LICENSEE takes any action that could constitute a violation of the FCPA, QUMU may immediately terminate this Agreement and/or any schedule issued hereunder. LICENSEE also certifies that LICENSEE has in the last year, and that LICENSEE will continue to, strictly comply with the FCPA.
- 8.16. Compliance with Anti-slavery and Human Trafficking

Laws: 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; 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.
- 8.17. Compliance with Anti-bribery and Anti-corruption Laws: 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;
 - (b) 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 article 8.17 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 article 8.17.
- 8.18. Provision of Services under the Schedule: The Schedule shall not apply to the extent that the LICENSEE does not purchase any of the Services set out in the Schedule.
- 8.19. Force Majeure: Neither QUMU nor LICENSEE shall be liable for any failure to perform its obligations under this Agreement because of circumstances beyond its reasonable control, which circumstances include (without limitation) natural disaster; terrorism; riot; sabotage; labor disputes; war; acts or omissions of any government, governmental authority or third party; declarations of governments; transportation delays; power failure; computer failure; telecommunications failure; third party technology; or failure of a party to cooperate with the reasonable requests of the other party. QUMU shall not be liable for misuse of the Products by LICENSEE or a third party.

Qumu Professional Services Terms

QUMU agrees to perform the QUMU Professional Services as outlined in a Statement of Work ("**SOW**") for LICENSEE, on the terms set out in the SOW and as indicated below.

1. Services

- 1.1. Other than as expressly set forth on a SOW, LICENSEE is not obligated to issue any additional orders for work by QUMU under the Order Form. Similarly, QUMU is not obligated to accept any additional orders for work. QUMU is not obligated to commence QUMU Professional Services under the SOW until the Order Form and SOW is signed and delivered by authorized representatives of both LICENSEE and QUMU.
- 1.2. In the event LICENSEE requests changes in the QUMU Professional Services, QUMU shall evaluate each such request on a case by case basis and shall have no obligation with respect to such request unless and until agreed to by an authorized representative of QUMU in writing. Such agreement by QUMU may be conditioned, among other things, on revised pricing, schedules and availability of an Associate.

2. Licensee Obligations

- 2.1. To facilitate provision of the QUMU Professional Services by QUMU, LICENSEE will meet the obligations set forth in this paragraph 2. LICENSEE will reimburse QUMU for all costs incurred by QUMU as a result of LICENSEE's failure to meet such obligations. LICENSEE shall grant QUMU and QUMU's authorized representatives access, subject to LICENSEE's normal security restrictions, to all LICENSEE premises required for provision of the QUMU Professional Services by QUMU and will arrange permitted access to third-party premises for the purpose of QUMU performing the QUMU Professional Services required under the Agreement.
- 2.2. QUMU will comply with LICENSEE's reasonable rules and regulations for access. LICENSEE shall provide access to any standard tools and equipment, if available and required, to complete the QUMU Professional Services. QUMU agrees to notify LICENSEE of any restrictions to access or authorizations required to perform services under the Agreement. Any delays or return visits resulting from lack of access or authorization to perform QUMU Professional Services may, after appropriate prior notification to LICENSEE and at QUMU's option, be billed at QUMU's then-standard time and materials rate for the Services. LICENSEE shall provide necessary access to any equipment on LICENSEE premises necessary for the provision of the QUMU Professional Services. LICENSEE shall provide QUMU's service representatives with access to electrical power, and other utilities.

3. Title to Work Product

- 3.1. Except as the parties may have otherwise provided in the SOW, QUMU shall own all rights associated with the results of QUMU Professional Services hereunder ("**Work Product**"). LICENSEE shall have the right to use all such Work Product solely in connection with the Software, as set forth under the License Agreement.
- 3.2. LICENSEE hereby assigns to QUMU all right, title and interest in and to all feedback, reports, designs, inventions, specifications and other materials developed under this Agreement regarding performance or improvement of the Software, and all modifications and derivative works of the Software developed under the Agreement, whether prepared by QUMU or LICENSEE, during the course of or as a result of the Agreement. All such reports, designs, inventions, specifications and other materials shall be QUMU's Confidential Information.

4. Proprietary Technical Materials

- 4.1. In connection with the QUMU Professional Services, QUMU may provide LICENSEE with access to documentation, maintenance manuals, and drawings relating to the Software or QUMU Professional Services (collectively, "**Proprietary Technical Materials**"). Any Proprietary Technical Materials that QUMU furnishes shall be in LICENSEE's possession pursuant only to a restrictive, nonexclusive and nontransferable license under which LICENSEE may use such Proprietary Technical Materials solely for the purpose of operating the Software and for no other purpose. All such Proprietary Technical Materials shall be QUMU's Confidential Information.
5. LICENSEE may cancel specific QUMU Professional Services for Convenience subject to the following cancellation fees:

Receipt of Cancellation Notice	Fees Payable to Qumu
30 days or longer before the agreed starting date of the QUMU Professional Services	No charge
Less than 30 days before the agreed starting date of the QUMU Professional Services	25% of the billing amount for all non-returnable materials and for all Associates for the full duration remaining, or until they can be reallocated, whichever amount is smaller
Less than 14 days before the agreed starting date of the QUMU Professional Services	50% of the billing amount for all non-returnable materials and for all Associates for the full duration remaining, or until they can be reallocated, whichever amount is smaller
Less than 7 days before the agreed starting date of the QUMU Professional Services	100% of the billing amount for all non-returnable materials and for all Associates for the full duration remaining, or until they can be reallocated, whichever amount is smaller

6. Non-solicitation

LICENSEE and QUMU acknowledge and agree that the employees, independent contractors and consultants of each party are a valuable asset to each party and are difficult to replace. Accordingly, LICENSEE and QUMU agree that, during the term of this Agreement and for a period of twelve (12) months after the completion of the QUMU Professional Services, neither party will, directly or indirectly, solicit or entice away, or endeavor to solicit or entice away, any director or employee, independent contractor, or consultant to any employee, independent contractor or consultant of the other party involved in the provision or receipt of QUMU Professional Services hereunder, save that a party shall not be in breach of this article if any director, employee, independent contractor or consultant of the other party responds to a general advertisement, which is not directed towards such persons.

7. Charges and Payments

The fees for the QUMU Professional Services to be rendered by QUMU hereunder ("**Fees**") are set forth in an Order Form or SOW and shall be due and payable within fifteen (15) days of the invoice date. Payment shall be made by LICENSEE to QUMU at the address QUMU designates on the invoice. All payments hereunder shall be in United States dollars unless otherwise stated in the SOW or Order Form. In addition to Fees, LICENSEE agrees to reimburse QUMU for its reasonable travel and other related out of pocket expenses (airfare, lodging, meals and ground transportation) actually incurred in connection with its provision of the QUMU Professional Services hereunder.

Qumu Support and Maintenance Service Schedule

I. Support Services Overview:

- A. **“Support Services”:** QUMU will provide reasonable technical assistance, Maintenance Releases, Minor Releases, and Major Releases to the LICENSEE for the Software, as set forth below and as otherwise agreed in the Agreement. QUMU shall perform or procure the performance of the following Support Services: (i) assistance related to basic questions on the operational use of the Software; (ii) assistance in troubleshooting suspected errors in the Software; and (iii) providing resolution of errors with the Software, which may include a validated workaround, for identified Software errors or malfunctions, where reasonably available to QUMU. For the avoidance of doubt, QUMU shall have no obligation to conduct root cause analysis as part of the Support Services. LICENSEE will ensure that only their support contacts utilize QUMU technical support (**“Technical Support”**) and that these persons are properly trained in the operation and usage of the Software. QUMU shall provide the contact details of Technical Support to the Licensee from time to time.
- B. QUMU shall provide the following Software enhancements to the LICENSEE under this Schedule:
- 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. QUMU shall have no obligation to implement Major Enhancements for the LICENSEE unless the LICENSEE has purchased QUMU Professional Services, in respect of which additional fees apply.
- i and ii together are the **“Enhancements”**.
- C. **Support Levels.** QUMU offers three (3) levels of Support Services: Bronze, Silver and Gold, as more particularly described in the tables below. The LICENSEE should 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 (excluding Qumu holidays published on the Support Portal)	Business Days 24 / 5 P1 Support	5
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 GMT Monday - Friday (excluding Qumu holidays published on the Support Portal)	4
Silver	6:00 AM - 5:00 PM GMT	Business Days 24 / 5 P1 Support	5

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

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 by QUMU'S Technical Support.
- 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.	
Issue that is causing problems with no workaround.	P2
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.	

System down and need immediate support.	P1
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.	
LICENSEE has had a substantial loss of service.	
LICENSEE's business operations have been severely disrupted.	

iii. **Initial Response Target.** QUMU shall provide an initial response through one of three methods: an update to the electronic 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 provide status updates within the electronic ticket, via email and or phone.

v. **Solution.** Technical Support will provide the solution for an issue in the 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.

II. 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 (as provided by QUMU to the LICENSEE from time to time) or web submission (<https://qumunity.qumu.com> (as amended from time to time)).
- E. **Remote Diagnostics:** Technical Support may require remote access to determine and diagnose the existence and nature of the reported issue. The LICENSEE hereby acknowledges and agrees that if such remote access support is unavailable, or access is not granted by LICENSEE, QUMU shall be severely limited in terms of the Support Services it is able to provide to LICENSEE and QUMU's obligations in this respect, including without limitation compliance with the service levels set out herein, shall be reduced accordingly.
- F. **Required Data:** Technical Support may require LICENSEE to provide various pieces of data and information in order to provide the LICENSEE with Support Services (including without limitation copies of video files, database backup files, network captures, log files, software profiles and workflow files). The LICENSEE hereby acknowledges and agrees that if LICENSEE fails to provide access to all required data and information or it is otherwise unavailable, QUMU shall be severely limited in terms of the Support Services it is able to provide to LICENSEE and QUMU's obligations in this respect, including without limitation the service levels set out herein, shall be reduced accordingly. QUMU may at its own discretion close any open support requests if a LICENSEE refuses or fails 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 reasonably satisfied with a response from Technical Support, LICENSEE may request that the issue be escalated. QUMU's standard escalation procedures are described in Appendix A to this Schedule.

III. **Limitations on QUMU's Support Obligations**

- A. **Limitations:** Notwithstanding anything to the contrary elsewhere in any Schedule, and subject to Article 5 of the Agreement (Termination), 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 Software in any manner without the prior written consent of QUMU or in a negligent manner.
 - iv. The LICENSEE has not installed or used the Software in accordance with instructions provided by QUMU.
 - v. The LICENSEE has failed to replace earlier versions of the Software with Major Enhancements or Minor Enhancements provided to the LICENSEE by QUMU.
 - vi. A party other than QUMU (or a party not authorized by QUMU) has serviced the Software and the Software no longer conforms to its specifications.
 - vii. The LICENSEE is not in full compliance with the terms of the 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, including without limitation 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 as determined by QUMU, acting reasonably. 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 maintenance). These activities are expected to be performed 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 performed by the LICENSEE.
- xvi. The LICENSEE has not performed its obligations under this Schedule.

IV. **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. In this Schedule, a “Major Release” is described by the integer to the left of the decimal point, for example 3.X to 4.X. In this Schedule, 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, as indicated by QUMU, 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:** On the LICENSEE’s written request, QUMU may (at its sole discretion) provide support for QUMU software that has exceeded the Obsolescence Period or for errors not covered under this Schedule, 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 LICENSEE’s current annual support fee is \$40,000.00 then the Special Services fee would be \$64,000.00 in order for the LICENSEE to maintain support of the obsolete version of QUMU software.
 - ii. The premium fees will be chargeable to the LICENSEE 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 LICENSEE’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

P2 – operation severely restricted (no known workaround)	3 days	2 days	8 hours	Qumunity Portal		available). If a work around is not available the only resolution Qumu will recommend to LICENSEE's is an upgrade to the then latest build of the Qumu software.
P3 – product does not operate as designed, moderated impact (or workaround 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 LICENSEE's ability to escalate support issues for resolution within QUMU at the support manager level.
- v. QUMU may, at its discretion, subcontract the provision of the Support Services, and any of its obligations under this Schedule, to a QUMU Affiliate or third party at any time.