

Exhibit B

TERMS AND CONDITIONS AND END USER LICENSE AGREEMENT FOR PATHFINDER SOFTWARE BY LICENSING PATHFINDER SOFTWARE FROM QUMU, THE CLIENT CONFIRMS THAT THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLY TO CLIENT'S LICENSING OF SOFTWARE. CLIENT AGREES TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS AND END USER LICENSE AGREEMENT (COLLECTIVELY, "EULA").

1. Grant of License: Qumu hereby grants to Client a non-exclusive and non-transferable license ("License") to use Software listed on the Order Form and the related Documentation for the License Term, subject to the terms of this EULA. The Term of the Client's License is as stated in the Subscription Form.

USE OF SOFTWARE

2.1 – Use Restrictions: Client shall prevent anyone who is not an Authorized User from accessing Software. Client shall prevent Unauthorized Access to Software. Client shall promptly inform Qumu of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized Users) of which Client has knowledge or suspicion. Access to Software using third party products for purposes of manipulating, viewing, disclosing or using the internal structure of Software or for creating a database, data dictionary or data model not (1) with the knowledge and written consent of a Qumu authorized technical representative or (2) within the terms of the documentation for Client's use the Software, shall be deemed Unauthorized Access.

2.2 – End Use: Client acknowledges that the Software is being licensed by Client for its own use and Client shall not use the Software for rental, leasing, resale, sublicensing, distribution, outsourcing, or offering service bureau services or Software as a Service purposes.

INSTALLATION AND RISK OF LOSS

3.1 – Software for Installation on hardware owned by Client – The Software is provided to Client in electronic form for installation on computer systems supplied by Client. Client is responsible for acquiring and maintaining the supplied computer systems in good working order and in compliance with Qumu's technical requirements. Software will be made available on a secure, password protected, web site for Client to access and download.

3.02 – Transfer of Risk of Loss for Software: All risk of loss transfers to Client at the time the Software is made available for download to Client.

WARRANTY

4.01 – Software Warranty: Qumu hereby represents and warrants to Client (i) that the Software, when delivered, and for a period of ninety (90) days thereafter, will perform in all material respects in accordance with Qumu's then current specifications or Documentation, (ii) that Qumu will use reasonable efforts, in accordance with standard software industry practice, to ensure that the Software, when made available to Client, shall not contain a computer "virus" or other contaminant, including codes or instructions intended to delete, damage or disable Client'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) is to use reasonable efforts to correct or replace any non-conforming Software once Qumu has been made aware of such non-conformance.

4.03 – Third Party Warranties: Qumu hereby assigns to Client the benefit of any and all manufacturer warranties for third party technology and may cooperate (as mutually agreed by the parties) with Client in securing the benefit of any remedies available to Client under any such manufacturer warranty.

INDEMNITY

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

(a) Qumu is given prompt notice of any such claim;
(b) the Client provides reasonable co-operation to Qumu in the defense and settlement of such claim, at Qumu's expense; and
(c) Qumu is given sole authority to defend or settle the claim.

5.2 In the defense or settlement of any claim, Qumu may procure the right for the Client to continue using the Software, replace or modify the Software so that they become non-infringing or, if such remedies are not reasonably available, terminate this EULA on 30 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client. For term license Software, Qumu will refund Software Subscription Fees pro rata for the portion of remaining term of the subscription of the Software.

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

(a) a modification of the Software by the Client or its Authorized Users or any other person authorized or allowed by the Client to access the Software; or
(b) the Client's use of the Software in a manner contrary to the instructions given to the Client by Qumu; or
(c) the Client's use of the Software after notice of the alleged or actual infringement from Qumu or any appropriate authority.

5.4 The foregoing states the Client's sole and exclusive rights and remedies, and Qumu's (including Qumu's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

6. Ownership and Title: Title to Software, including all ownership rights to patents, copyrights, trademarks and trade secrets therein or in connection therewith, shall be the exclusive property of Qumu.