

Agreement for the Provision of the Qumu Cloud Platform Service

This Agreement (which consists of the Subscription Form set out on the following pages together with its associated Order Form, the Terms & Conditions attached and the Qumu Cloud Platform Customer Support Agreement) sets out the terms upon which Qumu Ltd agrees to provide the Qumu Cloud Platform Service to the Client.

Name, Address & Billing Details	
Parties	<p>Qumu Ltd, incorporated and registered in England & Wales (company number 04602658) with its registered office is at 91 Goswell Road, London, EC1V 7EX (“Qumu”).</p> <p>[FULL COMPANY NAME] incorporated and registered in [] with its registered office is at [REGISTERED OFFICE ADDRESS] (the “Client”)</p>
Client Contact Details	<p>[Primary Client contact name] [Address] [Telephone number] [Email] or as notified to Qumu in writing from time to time.</p>
Client Billing Details	<p>[Billing contact name] [Address] [Telephone number] [Email] or as notified to Qumu in writing from time to time.</p>
Purchase Order Number	

Signatures	
<p>Qumu and the Client named above, by signing below, signify their agreement to the terms of the Agreement, which consists of the Subscription Form on the following pages together with its associated Order Form and the Terms & Conditions attached.</p>	
Qumu Ltd	CLIENT
Signature:	Signature:
Name (please print):	Name (please print):
Title:	Title:
Date:	Date:

Subscription Form

The Service

The Qumu Cloud Platform is a cloud-based video presentation software platform that allows for the capture, creation, sharing, viewing and managing of video presentations. Functionality includes, but is not limited to: chapterised video; synchronised video with slides; securely share video via URL's; video presentations viewed either as live or on-demand; dynamic participation via viewer feedback.

The Qumu Cloud Platform will be provided as a subscription service to the Client under this Agreement via a website provided to the Client by Qumu from time-to-time, along with documentation which describes the Service in more detail and includes user instructions.

Certain aspects of the Service are variable, depending on the type of subscription chosen by the Client, as set out in the remainder of this Subscription Form.

Subscription

Subscription Start Date	[INSERT DATE]
Fixed Term (number of months commencing on the Subscription Start Date)	12 months [subject to a Pilot Period of [] months]
If the Fixed Term stated above includes a reference to a 'Pilot Period', the Client shall be entitled to use the Services for the Pilot Period stated. If the Client wishes to terminate its use of the Services with effect from the end of the Pilot Period, it must give Qumu written notice of termination, such notice being of a period of not less than 30 days expiring on the last day of the Pilot Period. If such notice of termination is not given, this Agreement shall continue until expiry of the Fixed Term unless terminated in accordance with clause 14 of the Terms & Conditions.	
Subscription Period (number of months commencing on the Subscription Start Date)	12 months

Subscription Fees for the Qumu Cloud Platform

The Subscription Fees are made up of three elements – the first for use of the Qumu Cloud Platform, the second for use of bandwidth and storage, and the third for additional features – as set out in Order Form attached as Exhibit A.

Subscription Fees and other recurring Fees are invoiced in advance in respect of each Subscription Period. All recurring Fees in respect of a Subscription Period shall be paid by the Client within 30 days of the first day of that Subscription Period. All amounts are exclusive of tax.

Terms & Conditions

These Terms & Conditions, together with the Subscription Form set out on the preceding pages and its associated Order Form (both which shall be to be deemed incorporated herein) and the Qumu Cloud Platform Customer Support Agreement, constitute the Agreement which sets out the terms upon which Qumu, Inc. agrees to provide the Qumu Cloud Platform Service to the Client.

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1. Interpretation

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

Administrators: those individuals who are employees, agents and independent contractors of the Client and are nominated by the Client as authorized to create and edit content, publish live events and conferences, and to upload pre-produced video content, using the Services and the Documentation.

Agreement: the Subscription Form, Order Form, the Qumu Cloud Platform Customer Support Agreement and these Terms & Conditions.

Authorized Users: Administrators and Users.

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

Business Day: any day which is not a Saturday, Sunday or public holiday in the United States.

Capacity: the bandwidth and storage available to or used by the Client in relation to the Services, as specified in the Order Form or increased in accordance with clause 3.

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

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5.

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

Features: features and facilities which may from time to time be available as part of the Services, whether as standard or optional, such as the number of possible Authorized Users and advanced security.

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

Fixed Term: the duration of this Agreement, as specified in the Subscription Form.

Hardware: any microphone, camera and any other hardware or other equipment supplied by Qumu to the Client as specified in the Order Form.

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

Maintenance: maintenance in relation to the Services, in accordance with the Support Policy.

Order Form: the document in which Qumu provides information on the Services, Hardware and/or Professional Services Fees being paid by Client in conjunction with the Services.

Payment Date: the first day of each Subscription Period, except that if any such day is not a Business Day, any payment due on that Payment Date shall be due on the previous Business Day.

Professional Services: professional services, if any, to be provided by Qumu pursuant to a Statement of Work (as defined in the Schedule).

Services: the subscription services specified in the Order Form. For the avoidance of doubt, Services shall not include Professional Services.

Software: the software, online use of which is provided by Qumu as part of the Services.

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

Subscription Form: the subscription form set out at the beginning of this Agreement, as from time to time replaced in accordance with clause 3.3.

Subscription Period: the period as specified in the Subscription form in respect of which the Client has paid Subscription Fees and any other Fees due under this Agreement inclusive of any renewal periods provided for in clause 14.1.

Subscription Start Date: the date specified in the Subscription Form.

Support: support in relation to the Services, in accordance with the Support Policy.

Support Policy: Qumu's policy for providing Support and Maintenance in relation to the Services as set out in the Qumu Cloud Platform Customer Support Agreement.

User ID: the secure logon identification and password assigned to each Authorized User for his use of the Services and Documentation.

Users: those individuals who have been authorized by the Client to utilize the Services because the Client has issued a login and password to this user. Individuals who are logged onto the Services via SSO/SAML processes are considered Users.

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

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

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

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

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

- 1.5 A reference to a company shall include any company,

corporation or other body corporate, wherever and however incorporated or established.

- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes faxes and e-mail. Notices required under this Agreement must be provided in accordance with clause 16.9.

2. Subscription to use the Services

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

2.2 The Client undertakes that:

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

(b) the maximum number of Administrators and Users that it authorizes to access and use the Services and the Documentation shall not exceed the maximum number of Administrators and Users allowed in relation to the Client's chosen functionality package (as increased, if specified in the Order Form);

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

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

(e) it shall permit Qumu to audit the Services in order to establish the name and User ID of each Authorized User. Such audit may be conducted no more than once per quarter, at Qumu's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business; and

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

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

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

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

(j) facilitates illegal activity;

(k) depicts sexually explicit images;

(l) promotes unlawful violence;

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

(n) causes damage or injury to any person or property;

and Qumu reserves the right, in its sole discretion and without liability to the Client, to disable the Client's access to any material that breaches the provisions of this clause, and delete such material.

2.3 Subject to clause 2.5, the Client shall not:

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

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

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

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

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

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software, the Services and/or Documentation available to any third party; or

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

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

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

3. Hardware, additional functionality and additional infrastructure requirements

3.1 Subject to the Client paying the initial Fees specified in the Order Form, Qumu shall supply the Hardware on or by commencement of the Services. The terms applicable in relation to any item of Hardware shall be as set out at www.qumu.com/legal or such other website address as may be notified to the Client from time to time. If Qumu is to install a mobile studio for the Client, such installation shall be completed within 2 weeks after the Subscription Start Date.

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

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

(b) purchase additional Features or Capacity; and/or

(c) request that Qumu changes the configuration of or make other modifications to the Services ("Modifications").

- 3.3 If the Client wishes to purchase a different functionality package, additional Features or Capacity or Modifications, the Client shall notify Qumu in writing. Qumu shall evaluate such request and respond to the Client with approval or disapproval of the request.
- 3.4 If Qumu approves the Client's request, the parties shall complete and sign a new set of Subscription and Order Forms. Such new set of forms shall, with effect from the Subscription Start Date specified therein, become the Subscription and Order Forms for all purposes of this Agreement.
- 3.5 Where the Client's use of Capacity exceeds the level(s) stated for the functionality package specified in the Order Form, the Client shall pay increased Fees for such additional usage.
- 3.6 Notwithstanding clause 3.5 above, Qumu shall not be obliged to provide additional Capacity where the Client has not previously been granted such additional Capacity in accordance with clauses 3.2 to 3.4 (inclusive) above.
- 3.7 As between the Client and Qumu, all Intellectual Property Rights and all other rights in the Modifications shall be owned by Qumu. Qumu hereby grants a license of all such rights to the Client on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Services, including the Modifications, to the extent contemplated by this Agreement and any new Subscription and Order Forms signed pursuant to clause 3.4 above.
- 4. Services**
- 4.1 Qumu shall, during the Subscription Period, provide or procure the provision of the Services and make available the Documentation to the Client on and subject to the terms of this Agreement.
- 4.2 Qumu shall use commercially reasonable endeavors to make the Services available 24 hours a day, seven days a week, subject to the Support Policy.
- 4.3 Qumu will, at no additional cost to the Client, provide or procure the provision of Maintenance and Support to the Client in accordance with the Support Policy in effect at the relevant time.
- 4.4 Any services to be provided by Qumu in addition to the standard set-up and Maintenance and Support shall be the subject of a separate written agreement between the parties.
- 4.5 Qumu may amend the Back-Up Policy and the Support Policy in its sole discretion from time to time, provided that no such change shall be materially adverse to the Client. Qumu shall notify the Client in advance of any such changes being made.
- 5. Client Data**
- 5.1 The Client shall own all rights, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.
- 5.2 Qumu shall follow its archiving procedures for Client Data as set out in its Back-Up Policy. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for Qumu to use reasonable commercial endeavors to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Qumu in accordance with the archiving procedure described in its Back-Up Policy. Qumu shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by Qumu to perform services related to Client Data maintenance and back-up).
- 5.3 The Client acknowledges and agrees that the level of security provided by Qumu in relation to the Services will be as specified in the Documentation and will depend on the type of Services subscribed by the Client, as stated in the Order Form. Qumu shall not be liable for any breaches of security in relation to Client Data or otherwise provided that it has complied with its obligations to provide such level of security.
- 5.4 If Qumu processes any personal data on the Client's behalf when performing its obligations under this Agreement, the parties record their intention that the Client shall be the data controller and Qumu shall be a data processor and in any such case:
- (a) when Client is located within the EEA, the parties agree that personal data may not be transferred or stored outside the EEA or the country or countries where the Client is located except to the extent reasonably necessary to enable Authorized Users and Viewers to view content generated by the Client using the Services or otherwise in order to carry out the Services and Qumu's other obligations under this Agreement;
- (b) the Client shall ensure that the Client is entitled to transfer the relevant personal data to Qumu so that Qumu may lawfully use, process and transfer the personal data in accordance with this Agreement on the Client's behalf;
- (c) the Client shall ensure that the relevant third parties have been informed of, and have specifically and freely given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- (d) Qumu shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Client from time to time; and
- (e) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.
- 6. Third party providers**
- The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Qumu makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not Qumu. Qumu recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Qumu does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.
- 7. Qumu's obligations**
- 7.1 Qumu undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services, contrary to Qumu's instructions, or modification or alteration of the Services by the Client or its Authorized Users or any other person authorized or allowed by the Client to use the Services. If the Services do not conform with the foregoing undertaking, Qumu will, at its expense, use all reasonable commercial endeavors to correct any

such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, Qumu:

(a) does not warrant that the Client's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the output or information obtained by the Client through the Services will meet the Client's requirements; and

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

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

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

8. Client's obligations

The Client shall:

(a) provide Qumu with:

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

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

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

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

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

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

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

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

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

(h) be solely responsible for procuring and maintaining its network connections and telecommunications links from

its systems to Qumu's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

9. Fees and payment

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

9.2 The Client shall pay Fees by the dates specified in the Order Form or, if no date is specified in the Order Form, within 30 days after the date of the relevant invoice. Qumu shall provide invoices to the Client for all Fees.

9.3 If Qumu has not received payment by the due date, and without prejudice to any other rights and remedies of Qumu:

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

(b) any amount which is not paid when due may, at Qumu's option, be increased by a late charge equal to 1% of such unpaid amount for each month (or portion thereof) in which such amount is due or not paid, whether before or after judgment, not to exceed the maximum rate allowed by applicable laws or regulations.

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

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

(a) shall be payable in the currency and on the Subscription Dates or other dates or in respect of the Subscription Period or other periods specified in the Order Form;

(b) are, subject to clause 13.5 non-cancellable and non-refundable; and

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

9.5 Increases in users, user types, features, bandwidth, support services, support service type and other products and services provided hereunder may result in an adjustment in the ongoing Subscription Fees.

10. Proprietary rights

10.1 The Client acknowledges and agrees that Qumu and/or its licensors own all Intellectual Property Rights in the Software, the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Software, the Services or the Documentation.

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

11. Confidentiality

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.5 The Client acknowledges that details of the Services and any Professional Services, and the results of any performance tests of the Services, constitute Qumu's Confidential Information.
- 11.6 Qumu acknowledges that the Client Data is the Confidential Information of the Client.
- 11.7 The Client agrees that Qumu shall be entitled to:
- (a) use the Client's name and logo; and
 - (b) refer to the fact that the Client is a purchaser of the Services;
- for marketing and publicity purposes, on Qumu's website and in Qumu's marketing materials and other communications, provided that Qumu complies with such reasonable requirements as the Client may specify in relation to display of its logo.
- 11.8 This clause 11 shall survive termination of this Agreement, however arising.
- 12. Indemnity**
- 12.1 The Client shall defend, indemnify and hold harmless Qumu against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation if and to the extent that such use is in breach of this Agreement, negligent, fraudulent, or in willful default, provided that:
- (a) the Client is given prompt notice of any such claim;
 - (b) Qumu provides reasonable co-operation to the Client in the defense and settlement of such claim, at the Client's expense; and
 - (c) the Client is given sole authority to defend or settle the claim.
- 12.2 Qumu shall, subject to clause 12.5, defend the Client, its officers, directors and employees against any claim that the Services or Documentation infringes any patent effective as of the Subscription Start Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:
- (a) Qumu is given prompt notice of any such claim;
 - (b) the Client provides reasonable co-operation to Qumu in the defense and settlement of such claim, at Qumu's expense; and
 - (c) Qumu is given sole authority to defend or settle the claim.
- 12.3 In the defense or settlement of any claim, Qumu may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
- 12.4 In no event shall Qumu, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by the Client or its Authorized Users or any other person authorized or allowed by the Client to access the Services; or
 - (b) the Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by Qumu; or
 - (c) the Client's use of the Services or Documentation after notice of the alleged or actual infringement from Qumu or any appropriate authority.
- 12.5 The foregoing states the Client's sole and exclusive rights and remedies, and Qumu's (including Qumu's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
- 13. Limitation of liability**
- 13.1 Subject to the provisions of clause 12, this clause 13 sets out the entire financial liability of Qumu (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
- (a) any breach of this Agreement;
 - (b) any use made by the Client of the Services and Documentation or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 13.2 Except as expressly and specifically provided in this Agreement:
- (a) the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use. Qumu shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Qumu by the Client in connection with the Services, or any actions taken by Qumu at the Client's direction;
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by

applicable law, excluded from this Agreement; and

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

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

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

(b) for fraud or fraudulent misrepresentation.

13.4 Subject to clauses 5, 7.2, 13.2 and 13.3, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:

(a) loss of profits;

(b) loss of business;

(c) depletion of goodwill;

(d) loss or corruption of data or information;

(e) pure economic loss; or

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

and/or similar losses however arising under this Agreement.

13.5 Subject to clauses 13.2 and 13.3, each party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid during the 12 months immediately preceding the date on which the claim arose, provided that this clause 13.5 shall be without prejudice to Client's obligations to pay Fees due in accordance with this Agreement.

14. Period and termination

14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the date upon which it is signed by both parties and continue until midnight on the last day of the Fixed Term, whereupon this Agreement shall automatically renew for additional one year terms (each known as a Subscription Period). Pricing during any renewal term will be the same as that during the immediately prior term unless Qumu has given Client written notice of a pricing increase at least 30 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 7% of the pricing for the applicable Service in the immediately prior Subscription Period.

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

(a) either party provides written notice of its decision to not renew the Services no later than 90 days prior to the end of Client's current Subscription Period;

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

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

(d) an order is made for the appointment of an administrator to manage the affairs, business and

property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors; or

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

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

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

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

14.3 On termination of this Agreement for any reason:

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

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

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

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

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

15. Force majeure

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

16. General

16.1 A waiver of any right under this Agreement is only effective if it is in writing.

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

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

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

- parties.
- 16.5 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 16.6 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not and whether or not negligently made) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 16.7 Neither party shall, without the prior written consent of the other party, assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under this Agreement. Notwithstanding the preceding, Qumu may assign this Agreement to other entities within the Qumu organization without restriction and without Client's consent.
- 16.8 Nothing herein shall be construed as creating a partnership an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.
- 16.9 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax or email to the other party's fax number or email address as set out in this Agreement.
- 16.10 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent email shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).
- 16.11 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 & Wales without reference to conflicts of law principles. Both parties waive their right to a jury trial.
- 16.12 The parties irrevocably agree and consent to the courts located in London, England as having exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Client irrevocably waives any objection to the jurisdiction of, or venue, in either of these courts. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement, its execution, delivery or performance.

Exhibit A

[Insert Order Form Here]

QUMU CLOUD PLATFORM CUSTOMER SUPPORT AGREEMENT

1. DEFINITIONS

“**AGREEMENT**” shall have the same meaning ascribed to ‘Agreement’ in the Terms & Conditions above.

“**Approved Support Contacts**” means CUSTOMER employees that are authorized to initiate Support Requests with QUMU Customer Support and that are properly trained in the functionality, operation and usage of the QUMU Cloud Platform.

“**Customer Data**” means any user data, configuration settings or other information provided to QUMU by the CUSTOMER in conjunction with the initial set-up of the QUMU Cloud Platform or provided to QUMU by the CUSTOMER during the ongoing operations of the QUMU Cloud Platform.

“**Cloud Platform**” means the systems and data relating to the delivery of Video On Demand and LIVE video content provided by QUMU. These systems include and are limited to the server and database infrastructure, the media asset store, the application software code, associated components, any relevant configuration options of the QUMU Cloud Platform and Customer Data.

“**Cloud Platform Administrative Portal**” means the section within the QUMU Cloud Platform interface where Cloud Platform Administrative Users can make edits to and change various configuration options of the QUMU Cloud Platform including adding end users, defining groups, creating playlists and a number of additional administrative tasks.

“**Cloud Platform Administrative User**” means a CUSTOMER employee that is trained on the administrative functions of the QUMU Cloud Platform, who is capable of delivering frontline troubleshooting support and who is capable of making updates on the QUMU Cloud Platform Administrative Portal.

“**Content Portal**” means the location where all of the CUSTOMER's videos and presentations are organized, searchable and viewable by the CUSTOMER's end users.

“**CUSTOMER**” means the Client set out in the Subscription Form of the Agreement.

“**Customer Support Services**” means the services by which QUMU may provide assistance to the CUSTOMER to resolve issues with the QUMU Cloud Platform. These services include assistance related to troubleshooting Incidents and suspected Errors in the QUMU Cloud Platform, and providing Workarounds or Patches for identified QUMU Cloud Platform Errors or malfunctions, where reasonably available to QUMU.

“**Critical Issue**” means an issue that has been identified in the tables in this document as a priority 1 (P1) issue.

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

“**Escalation Procedures**” means a set of procedures defined by the QUMU Customer Support team that allows customers to increase the visibility and attention to a particular Service Request that the CUSTOMER and QUMU's Customer Support team is working on together.

“**Incident**” means an occurrence where a component of the QUMU Cloud Platform fails to provide a feature or service that the QUMU Cloud Platform was designed to deliver.

“**Initial Response Target**” means the time in which an initial response will be provided by a QUMU Customer 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 the Incident or Error and further troubleshoot the issue reported in the Support Request. QUMU Customer Support will make commercially reasonable efforts to meet the Initial Response Target times based on the Support Level and Priority of the issue.

“**Patch(es)**” means additional programming code to be integrated within the QUMU Cloud Platform to correct an Error or alleviate its effects.

“**Priority**” means the severity of the issue(s) faced by the CUSTOMER as described in a given Support Request. The CUSTOMER shall classify the Priority of Support Requests with severity levels Priority 1 (P1), Priority 2 (P2), Priority 3 (P3) or Priority 4 (P4) according to the definitions provided within this AGREEMENT.

“**Remote Diagnostics**” means the act of diagnosing a given QUMU Cloud Platform issue or problem from a distance. Instead of the QUMU Customer Support personnel being co-located with the CUSTOMER personnel or system doing the diagnostics, with remote diagnostics the subjects can be separated by physical distance. QUMU Customer Support may require remote access to determine and diagnose the existence and nature of the reported issue.

“**Required Data**” means any information, files, data or other information that QUMU might need to diagnose Support Requests reported by CUSTOMER to QUMU Customer Support Services.

“**Selected Support Region**” means the region either US, GMT or Singapore which the customer selects to be their primary support center. All Support Hours and Support Levels are determined based on the Selected Support

Region.

“**Service Exclusions**” means problems or issues that QUMU will be excluded from providing help to CUSTOMER via QUMU's Support Services to resolve.

“**Solutions**” means a Workaround or a Patch provided by QUMU Customer Support to resolve an issue with the QUMU Cloud Platform.

“**Standard Issue**” means an issue that has been identified in the tables in this document as a priority 2 (P2), priority 3 (P3), or priority 4 (P4) issue.

“**Status Updates**” means additional information and details from QUMU Customer Support Services personnel that represents their findings and next steps regarding a Support Request that are provided within the ticket, via email and or via a telephone call.

“**Support Levels**” means the relative level of QUMU Support Services to which customers can subscribe that gives CUSTOMER a variety of Support Hours.

“**Support Hours**” means the hours during the day that a CUSTOMER can contact QUMU Customer Support Services with a Support Request for help in resolving Tier 2, Tier 3 or Tier 4 issues.

“**Support Request**” means an Incident reported by the CUSTOMER to QUMU Customer Support Services.

“**Tier**” means a type of general class level of support activities that focuses on a certain set of problems with a graduating level of difficulty associated with the problems represented by the Tier.

“**Workaround**” means a bypass of a recognized problem in the QUMU Cloud Platform. A Workaround is typically a temporary fix and implies that a solution to the problem will be provided in a yet-to-be-released Patch.

2. **TERM** - The term of This Qumu Cloud Platform Customer Support Agreement will be for the term of the Agreement under which the CUSTOMER subscribes to the QUMU Cloud Platform.

3. **CUSTOMER SUPPORT SERVICES PRICING AND CUSTOMER REQUIREMENTS**

A. QUMU's annual price for providing the Customer Support Services described herein is included in the "Monthly Price for the Subscription (after discount)".

B. The CUSTOMER agrees to maintain the following requirements in order to be eligible for QUMU's Customer Support

C. Program:

1. Staff a trained QUMU Cloud Platform Administrative User.
2. Maintain trained Approved Support Contacts.
3. Initiate Support Requests to QUMU Customer Support team in the English language.

4. **SERVICES** - QUMU will provide reasonable Customer Support Services for the CUSTOMER in conjunction with the QUMU Cloud Platform deployed on the CUSTOMER's behalf.

A. **In-Bound Requests:** CUSTOMER's QUMU Cloud Platform Administrative User handles all in-bound requests for support from the CUSTOMER's end users.

B. **Issue Priority:** CUSTOMER QUMU Cloud Platform Administrative Users process all issues/problems in accordance with the following chart:

Tier	Description
Tier 1	Help Desk & Triage. Call handling to validate support eligibility, evaluate issue severity, provide basic troubleshooting, and provide issue escalation assistance. Typical problems solved at this tier: QUMU Cloud Platform Content Portal access problems, basic technical issues, platform knowledge etc.

Tier 2	<p>Product Technical Support. Performs troubleshooting and analysis of reported issues to verify proper configuration and functionality of QUMU products.</p> <p>Typical problems solved at this tier: Product configuration, Basic integration support, identification of defects in the software/application layers.</p>
Tier 3	<p>Product Specialist Support. Reviews escalated issues and analyzes complex technical issues to deliver Workarounds and/or Patches to resolve QUMU Cloud Platform issues.</p> <p>Typical problems solved at this tier: Isolation of issues within application layers and complex integration issues.</p>
Tier 4	<p>Engineering Support. Analyzes and, if needed, resolves issues with QUMU Cloud Platform and hardware products (purchased from QUMU) to address customer-reported issues.</p> <p>Typical problems solved at this tier: QUMU Cloud Platform changes within application layers, other Cloud platform issues.</p>

- C. **Customer Support Involvement:** CUSTOMER engages QUMU Customer Support with only Tier 2, 3 and Tier 4 Support Requests that the CUSTOMER is not able to resolve on their own.
- D. **Support Requests:** If a CUSTOMER needs to engage QUMU Customer Support for Tier 2, 3 or Tier 4 Support Requests the process begins when one of the CUSTOMER's Approved Support Contacts provides the details noted in Appendix A via the QUMU help center website ("**Qumunity**"). CUSTOMER will ensure that only their Approved Support Contacts open Support Requests with QUMU Customer Support. Support Requests not initiated by an Approved Support Contact will be rejected by the QUMU Customer Support team. Approved Support Contacts should utilize QUMU's full suite of provided self-service Support options (including the online QUMU Cloud Platform knowledge base and moderated Customer Support forums) before initiating a Support Request.
- E. **Service Exclusions:** QUMU will not be obligated to provide Workarounds or Patches for issues with the QUMU Cloud Platform being reported to QUMU Customer Support by the CUSTOMER if the issues are due to any of the following:
1. Issues due to factors outside QUMU's reasonable control.
 2. Issues resulting from CUSTOMER's or third party hardware or software.
 3. Issues resulting from actions or inactions of the CUSTOMER or CUSTOMER's third party agents.
 4. Issues caused by CUSTOMER's use of the QUMU Cloud Platform after QUMU advised CUSTOMER to modify its use of the QUMU Cloud Platform if CUSTOMER did not modify its use as advised.
 5. Issues during beta and trial periods of the QUMU Cloud Platform (as determined by QUMU).
 6. Issues attributable to the acts or omissions of CUSTOMER or CUSTOMER's employees, agents, contractors, or vendors, or anyone gaining access to the QUMU Cloud Platform by means of CUSTOMER's passwords or equipment.
 7. The CUSTOMER is having issues with hardware purchased from QUMU and the initial warranty period covering the hardware as described in section X of this AGREEMENT has expired.
 8. Such support relates to or involves any products, data, features, systems, devices or equipment not provided by QUMU.
 9. Such that the CUSTOMER or a third party has altered or modified any portion of the QUMU Cloud Platform in any manner without the prior written consent of QUMU.
 10. Such that the CUSTOMER has not used the QUMU Cloud Platform in accordance with instructions provided by QUMU.

11. Such that a party other than QUMU (or a party not authorized by QUMU) has altered the QUMU Cloud Platform and the QUMU Cloud Platform no longer conforms to its specifications.
12. Such that the CUSTOMER is not in full compliance with the terms of the AGREEMENT or any other agreement between QUMU and the CUSTOMER.
13. Such that the CUSTOMER reports an issue related to a non-standard feature of the QUMU Cloud Platform, related to custom modifications or any other change to the QUMU Cloud Platform.
14. Such that the CUSTOMER 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.
15. Such that the CUSTOMER requires additional education to resolve QUMU Cloud Platform issues. This is indicated by needing extensive help or “hand holding” related to “how things work”. These are educational issues.
16. Such that the CUSTOMER has modified their QUMU Cloud Platform in any material manner without the prior written consent of QUMU.
17. Such that the CUSTOMER requires assistance with system administration or network administration (including tuning and/or maintaining). These activities are expected to be supported by the CUSTOMER.
18. The issue being reported to QUMU Customer Support by the CUSTOMER is a request a report on the root cause analysis regarding any issue reported by the CUSTOMER to QUMU.
19. The issue being reported to QUMU is not reported or handled exclusively by a Approved Support Contact of the CUSTOMER's staff that has been properly trained in the operation and usage of the QUMU Cloud Platform.
20. The Support Request requires QUMU to support the CUSTOMER in any other language than English.
21. The Support Request asks QUMU Customer Support Services personnel to work with an end customer directly without the direct involvement of the Approved Support Contact who originally raised the Support request.

F. **Support Levels and Hours:** QUMU provides 2 levels of support based on the package included in the subscription, Express and Professional as follows:

Level	Support Hours / Standard Issues	Support Hours / Critical Issues	Number of Approved Support Contacts
Express	8X5* (excluding QUMU holidays published on the Support Portal)	8X5* Monday - Friday (excluding QUMU holidays published on the Support Portal)	All Cloud Platform Administrative Users
Professional	8X5* (excluding QUMU holidays published on the Support Portal)	24x7 P1 Support	All Cloud Platform Administrative Users

* 8X5 means Monday through Friday 9 AM to 5 PM local time for the Selected Support Region (US, GMT, or SGT).

- G. **Remote Diagnostics:** QUMU Customer Support may require the use of Remote Diagnostics to determine and diagnose the existence and nature of the reported issue in the Support Request. If access to perform Remote Diagnostics is unavailable, or access is not granted by the CUSTOMER, QUMU Customer Support may not be able to diagnose and isolate the reported issue in the Support Request.
- H. **Required Data:** If access to all Required Data is unavailable or not provided by the CUSTOMER, QUMU Customer Support may be severely limited in the level of support that can be provided, hindering the QUMU Customer Support team’s ability to provide a Workaround or Solution the reported issue in the Support Request. QUMU may at its own discretion close any open Support Requests if a customer refuses to provide the Required Data needed to resolve the reported issue.
- I. **Escalation Procedures:** In general, if a CUSTOMER is not satisfied with a response from the QUMU Customer Support personnel assigned to the CUSTOMER’s Support Request, they may request that the

issue be escalated in accordance with QUMU's Escalation Procedures. QUMU's standard Escalation Procedures are described in Appendix B to this Support Agreement.

- J. **Priority:** The following four Priority levels shall be used in order to classify Support Requests and their relative severity and CUSTOMER business impact. The Approved Support Contact that opens the Support Request shall set the Priority of the Support Request initially and re-classification of a Priority of a Support Request may be done by the QUMU Customer Support team at their discretion. The Support Request Priorities that Approved Support Contacts can choose from are defined in the table below:

Situation/Circumstances	Appropriate Priority Level
Minor Issues	P4
Issue that may have a Workaround but still needs to be fixed Partial, non-critical loss of functionality of the QUMU Cloud Platform Impaired operation of some components, but users can continue using QUMU Cloud Platform	P3
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 operations are majorly affected	P2
QUMU Cloud Platform is completely unavailable and need immediate support All or substantial portion of mission critical data is at significant risk of loss or corruption You have had a substantial loss of QUMU Cloud Platform service Your business operations have been severely disrupted	P1

- K. **Initial Response Targets/Status Updates/Solutions:** Based on the relative Priority of Support Requests and the CUSTOMER's Support Level, QUMU will make all commercially reasonable efforts to meet the following:

Priority	Initial Response Target		Status Updates	Solution
	Express	Professional		
P1	1 hour	1 hour	Periodically throughout each day as the issue persists	Resolution will be provided in form of a Workaround or Patch if required.
P2	24 hours	8 hours	2-3 per week as applicable	
P3	24 hours	8 hours	2-3 per week as applicable	
P4	24 hours	8 hours	To be determined based upon the problem reported in the Support Request	

L. **Support Contact Methods:** Based on the Support Level selected and a particular type of user, QUMU will make available Customer Support in the following ways:

Level	Secured Users	Administrative Users
Express	-Self-service: Full knowledge base -Self-service: Moderated community support -Self-service: "How To" Library	-Web-based Ticketing
Professional	-Self-service: Full knowledge base -Self-service: Moderated community support -Self-service: "How To" Library	-Web-based Ticketing -Telephone-based Support

**APPENDIX A
REQUIRED SUPPORT REQUEST
INFORMATION**

*CUSTOMER Contact Name:	
*CUSTOMER Phone Number:	
*CUSTOMER Company:	
*QUMU Cloud Platform URL:	
CUSTOMER Reference ID (if applicable):	
*Priority:	
*Business Impact:	

*Detailed Description of the Incident:
*Description of other tests performed to troubleshoot this Incident:
*Description of other tests performed to troubleshoot this Incident:
*Detailed step by step instructions on how to reproduce the Incident:
<p>*Any other details pertinent to troubleshooting this Incident including: -What frequency are the Errors? -How many users does this Incident affect and in what respect? -When was the Incident last seen / apparent / resolved? -Has the Incident occurred or been seen before? Is there a Reference / Ticket ID? -Is there a critical milestone that QUMU Customer Support should be aware of that is related to this ticket?</p>

***Required Information**

APPENDIX B

Support Escalation Procedure FAQ's

When and how do I escalate a Support Request?

You can escalate a QUMU Customer Support Request at any time either by speaking directly with the QUMU Customer Support Engineer or by requesting to speak with a QUMU Customer Support Regional Escalation Manager.

The escalation process is especially appropriate in the following situations:

- Your QUMU Cloud Platform goes down and the QUMU Customer Support team has not been able to rectify the situation within a reasonable period of time
- You need to communicate a critical business impact to QUMU Customer 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 detailed description of the Incident correct?
- Does the Support Request accurately describe the business impact?
- Is there a critical milestone date identified in the Support Request?

Once you have completed this review and have found that your Support Request is accurate and complete, contact the assigned QUMU Customer Support Engineer for your Support Request and ask for the QUMU Customer Support Regional Escalation Manager to trigger an escalation.

What happens once I request an escalation?

Once an escalation request has been made, the appropriate QUMU Customer Support Regional Escalation Manager will evaluate the situation and determine the appropriate resources to assign and/or process correction to make. The QUMU Customer Support Regional Escalation Manager will become the primary point of contact for the issue and will coordinate with all parties involved to ensure an expedited resolution. The QUMU Customer Support Regional Escalation Manager 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 QUMU Customer Support Regional Escalation Manager 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 Customer Support Regional Escalation Manager will work with you to determine a communication plan that fits your needs. Mutual agreements will be made on communication mode (email, phone call, conference call), frequency, and required attendees for all updates. If required, the QUMU Customer Support Global Escalation Manager 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 Customer Support Global Escalation Manager immediately. The QUMU Customer Support Global Escalation Manager will immediately inform the management team and the QUMU Customer Support Regional Escalation Manager and/or QUMU Customer Support Global Escalation Manager 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 QUMU Customer Support Global Escalation Manager has been engaged, please inform the assigned QUMU Customer Support Global Director immediately. The QUMU Customer Support Global Director will further escalate with the QUMU management team and the QUMU Customer Support Global Escalation Manager and/or QUMU Customer Support Global Director 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	Critical (P1)
Manager – Customer Support	2 hours
Director – Customer Support	4 hours
Executive Sponsors	8 hours

Notes:

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

Can I increase the Priority level of a Support Request without an escalation?

Yes - the Priority 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 Priority level of a Support request by communicating them to your QUMU Customer Support Engineer through email or verbally if you are on a call with the QUMU Customer 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 QUMU Customer Support Regional Escalation Manager 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

APPENDIX C

QUMU CLOUD PLATFORM MAINTENANCE & SERVICE AVAILABILITY POLICY

1. Overview

- A. This policy defines QUMU's obligations in respect of the Maintenance policy for the QUMU Cloud Platform. The parts of the QUMU Cloud Platform that are expected to be maintained include server and database infrastructure, the media asset store, QUMU application code, associated software components and any relevant configuration.
- B. This policy applies only to CUSTOMER if the CUSTOMER has a valid AGREEMENT in place with QUMU.
- C. This policy covers all equipment, infrastructure and software owned and operated by QUMU and any of its partners, including its Hosting Partner.

2. Definitions

"Committed Charges" means total monthly fees paid by CUSTOMER to QUMU for the operation of CUSTOMER's QUMU Cloud Platform, Customer Support, Maintenance and Backup services.

"Downtime" means any Maintenance that occurs during Normal Business Hours and which was not requested or caused by the CUSTOMER.

"Hosting Partner" means third party company engaged by QUMU that runs data center(s) and a web hosting service(s) that allows individuals and organizations to access their QUMU Cloud Platform instance via the World Wide Web.

"Maintenance" means the provisioning of services and software after first delivery of the QUMU Cloud Platform to correct Errors, improve performance or other attributes of the QUMU Cloud Platform and/or to adapt the QUMU Cloud Platform to a modified environment.

"Major Upgrades" means new releases of the QUMU Cloud Platform that contain major new software functionality or infrastructure changes. A Major Enhancement is described by the integer to the left of the decimal point (ie - 3.X to 4.X) or it is described by the integer to the right of the decimal point (ie - 3.1 to 3.5).

"Minor Updates" means releases of the Cloud Platform that contain Patches. A Minor Update is described by the fourth level integer (ie - v3.5.0.1).

"Normal Business Hours" Monday through Friday 9 AM to 5 PM local time for the customers Selected Support Region.

"Planned Maintenance" means any activities undertaken by QUMU or a third party on its behalf to execute a Major Upgrade or a Minor Update of the QUMU Cloud Platform. Such activities shall only be deemed Planned Maintenance where: (a) they are not performed during Normal Business Hours or during a Scheduled Maintenance Window; and (b) QUMU has provided CUSTOMER at least three (3) Business Days advance notice (which notice may be made via email and/or online via Qumunity) of those activities and the expected length of the activities.

"Regional Data Center" means the data center selected in the deployment of the customers cloud instance located in one of Dallas, Singapore, or London

"Scheduled Maintenance Window" means a weekly window on Tuesdays from 11 pm to 1 am local time in the Regional Data Center

"Service Availability" means the percentage of time each month that the QUMU Cloud Platform is available to CUSTOMER exclusive of Planned Maintenance. Service Availability also does not include outages caused by some action or inaction on the CUSTOMER's behalf or disruptions or outages as a result of Force Majeure events within the meaning of clause 14 of the AGREEMENT. QUMU shall keep and shall send to the CUSTOMER, on request, full records of its Service Availability measurement activities under this AGREEMENT.

"Service Availability Credits" are the percentage of the monthly Committed Charges for use of the QUMU Cloud Platform payable by CUSTOMER to QUMU under the terms of the AGREEMENT. These Services Availability Credits shall not exceed two (2) months of Committed Charges per annum.

"Uptime Service Levels" means the percentage of time in any given month during which the QUMU Cloud Platform was available to CUSTOMER less any Downtime.

3. Coverage

- A. The QUMU Cloud Platform is warranted under the terms of AGREEMENT with QUMU. Any Major Upgrades or Minor Updates are also subject to the warranties and provisions set forth in AGREEMENT, including limitations and disclaimers.

- B. QUMU aims to release two (2) Major Upgrades to the QUMU Cloud Platform per calendar year. Multiple Minor Updates may also be made to the QUMU Cloud Platform throughout a calendar year.
- C. QUMU will utilize Planned Maintenance for Major Upgrades and Minor Updates to the QUMU Cloud Platform. Access to the QUMU Cloud Platform will be restricted during Planned Maintenance.
- D. As noted in Clause 4.2 of AGREEMENT, QUMU shall make the QUMU Cloud Platform available 24 hours a day, seven days a week, subject to the Customer Support Agreement and this Maintenance policy or as otherwise permitted under the AGREEMENT.
- E. QUMU may interrupt the hosting of the QUMU Cloud Platform inside Normal Business Hours for emergency unscheduled Maintenance provided it gives CUSTOMER advance written notice (which notice may be made via email and/or online via Qumunity). QUMU shall at all times use all reasonable endeavors to keep any QUMU Cloud Platform interruptions to a minimum. This shall be considered Downtime for the purpose of calculating Uptime Service Levels.
- F. If Service Availability falls below certain levels during any one (1) month period (i.e. there is a lack of Service Availability per such period), then CUSTOMER shall be entitled to the following Service Availability Credits as laid out below:

Uptime Service Levels	Service Availability Credits
<99.9% to 99%	10%
<99% to 95%	25%
<95%	40%

- G. All major Errors reported via a Support Request will be fixed by QUMU via a Minor Update when possible, but no later than the next Major Upgrade. All critically urgent Errors reported via a Support Request will be fixed by QUMU via the next Minor Update. Naturally all major and/or critical issues will be dealt with as quickly as possible but QUMU cannot guarantee a timeline for when Major Upgrades and Minor Updates may each be ready for deployment on CUSTOMER's QUMU Cloud Platform.

4. Exclusions

This Maintenance policy does not obligate QUMU to provide Maintenance services required as a result of any of the items noted in the **QUMU CLOUD PLATFORM CUSTOMER SUPPORT AGREEMENT** Section IV, sub-section E.