

**RIMAGE CORPORATION**  
**7725 Washington Avenue South**  
**Minneapolis, MN 55439**

**1.800.553.8312 or +952.946.0004**  
**Fax 952.944.6956**

Note: At the time of this agreement, “Rimage® Disc Publishing” was a Qumu Corporation product line. On July 1, 2014, Qumu sold Rimage Disc Publishing assets to Equus Holdings, with Rimage Disc Publishing once again operating under the Rimage brand.

This Maintenance Agreement from 2013 refers to the Qumu name.

***North American  
Disc Publishing  
Maintenance Agreement  
Terms and Conditions***

***Effective September 16, 2013***

*These Terms and Conditions are incorporated into Qumu Corporation's ("Qumu's") invoice (the "Invoice") to the end user ("Customer" or "You") of the Rimage Disc Publishing hardware and software ("Solution or Covered Solution") for maintenance for the Solution described on your Contract Confirmation (the "Covered Solution"). Qumu's obligations to provide maintenance services for the Covered Solution is limited to the terms contained herein. Customer agrees to be bound by and accept these Terms and Conditions unless Customer and Qumu have signed a separate agreement, in which case the separate agreement will govern any inconsistent provisions. Absent such separate agreement, no different, inconsistent, conflicting or additional terms or conditions Customer may provide in the course of the sale of Rimage Disc Publishing maintenance services to Customer or attempting to vary the pre-printed form of these Terms and Conditions shall be valid or binding upon Qumu unless a Vice President or higher level officer of Qumu expressly accepts such terms or conditions in writing. The Invoice and these Terms and Conditions, including all Exhibits attached, are referred to herein as the "Agreement" or the "Maintenance Agreement." The Exhibits to these Terms and Conditions are incorporated herein by reference.*

**SECTION 1. Maintenance Period.** The term of the Agreement shall be stated on Your Contract Confirmation, unless terminated as hereinafter provided. The **Customer** acknowledges and agrees that the Effective and Expiration dates shown on the Contract Confirmation shall serve as the Maintenance Period of the Covered Solution unless other arrangements are agreed to in writing. It is the **Customer's** responsibility to renew this Agreement for additional terms of one year or such other term agreed to by **Qumu**. Any **Rimage Disc Publishing** Solution added at the **Customer's** facility must be incorporated in this Agreement on a prorated basis.

**SECTION 2. Description of Service.** During the Maintenance Period, **Qumu** shall provide maintenance for the Covered Solution, on a best effort basis so as to assure that the Covered Solution will perform in accordance with the applicable documentation. Such maintenance shall include:

(a) Maintenance service to correct reported malfunctions of the Covered Solution except as limited by Sections 12 and 13 of this Agreement. **Qumu** will promptly respond to all requests for such service (repairing or replacing parts or complete components as deemed necessary by **Qumu**) to maintain the Covered Solution in good working condition. Maintenance shall commence as soon as commercially reasonable on a best effort basis.

(b) Storage of spare parts or exchange units (Parts) in such a state of readiness that they can be promptly substituted for common malfunctioning parts to the extent determined by **Qumu**. Parts will be furnished on an exchange basis when installed. At the time replacement Parts are installed into the Covered Solution all replaced Parts become the property of **Qumu** and all replacement Parts become the property of the **Customer**, subject to the terms and conditions of this Agreement. All Parts will be new or equivalent to new in performance.

(c) The print head assembly and labor cost associated with replacing one (1) failed print head on a Customer owned product during the annual service agreement term. The Customer is responsible for all print head replacements beyond the one (1) covered print head and will be billed at 50% of the then current **Rimage Disc Publishing** print head replacement price (which includes materials and labor). Failure to replace the print head within the contract year does not entitle the Customer to a credit. This coverage is non-transferrable. This does not apply to CSS drives (see Section 10(j) for details).

**Qumu** requires **Rimage Disc Publishing** hardware incorporated in a Covered Solution to be operational and in good working order prior to issuing a Maintenance Agreement as outlined in Section 12. This Maintenance Agreement is non-transferable unless approved and processed by an authorized **Qumu** representative and a revised Contract Confirmation is provided.

**SECTION 3. Grant of License.** This Agreement permits the **Customer** to use one copy of the specified version of **Rimage Disc Publishing** software or firmware on the Rimage supplied hardware. The software or firmware is "in use" when loaded into temporary memory, installed into permanent memory, or installed into internal components of that Covered Solution. Copying software or use of **Rimage Disc Publishing** software or firmware in any Covered Solution other than that named on this Agreement, or failure to comply with the Qumu Corporation End User License Agreement (EULA) for Rimage Disc Publishing Software used in Conjunction with Rimage Disc Publishing Hardware or Firmware, which may be found at <http://www.qumu.com/licenses.html> ("the EULA"), shall void this Agreement.

**SECTION 4. Charges and Payments.** (a) For each of the services outlined in Section 10, the **Customer** shall pay **Rimage** the amount set forth in the **Rimage** pricelist then in effect or such amount agreed to by the parties. For other services, the **Customer** shall pay **Rimage** for services in the amounts agreed to within a specific Professional Service and Support quotation or as set forth in Exhibit A. The **Customer** understands and agrees that the amounts set forth in Exhibit A may change from time to time, and agrees to pay the amounts stated on the then current **Rimage** Time and Material Rates for services provided after the first anniversary of the effective date of this Agreement. The charges for this Maintenance Agreement will be calculated on an annual basis and do not include any sales, use, duty or similar taxes, which shall be billed as a separate line item on **Qumu's** invoice if applicable. Charges for service rendered for less than any full calendar month shall be computed at **Rimage's** hourly rates then in effect for maintenance requested by the **Customer** and shall be billed as a separate line item on **Qumu's** invoice if applicable. At the expiration of each contract period, **Qumu** shall advise the **Customer** of the Maintenance Agreement hourly support rates which will apply to

the next year of maintenance service.

(b) Full payment is due for the amount set forth on **Qumu's** invoice at the time this Agreement is put in effect. Prorated Agreements, or requests for payment plans of less than the full annual amount shall be assessed an additional ten (10) percent of the annual maintenance amount. If a Maintenance Agreement is not renewed by the **Customer** at the time of expiration, the Covered Solution may require re-certification at the **Customer's** expense. See Section 12.

(c) **Qumu** shall be entitled to recover additional charges for the following services, which are not included in the Maintenance Agreement and for which **Qumu** will invoice Customer at the hourly rates or part(s) list price then in effect:

(i) repair service on a Covered Solution that has been damaged due to improper use, management, or supervision of the Covered Solution, failure to provide a suitable installation environment including, but not limited to, failure to provide adequate electrical power, air conditioning, or humidity control; causes external to the Covered Solution, which shall include, but not be limited to, fire, flood, water, wind, lightning, electrical malfunctions, and transportation;

(ii) modifications, alteration, or changes made by the **Customer**, by parties other than **Qumu** or by other persons not authorized by **Qumu**;

(iii) maintenance service requests resulting from improper installation or the Customer's failure to maintain adequately trained operators for the Covered Solution;

(iv) premature wear on system components, including the replacement of print head assemblies due to use of non-**Rimage Disc Publishing** media or ribbons, or replacement of a print head by any party other than **Rimage Disc Publishing**. Replacement of print heads due to high use, or unless covered as part of a **Qumu** maintenance agreement, are covered on a "per occurrence" exchange basis;

(v) malfunctioning parts retained by the **Customer**, due to HIPPA security (see Exhibit B), confidentiality or other reasons, and where **Qumu** has requested said parts be returned for any reason;

(vi) CSS Drives (see Section 10(j) for details);

(vii) repairs or conditions caused by the **Customer's** use of parts or consumables not certified by **Qumu**, or services performed by the Customer or other persons not authorized by **Qumu**;

(viii) **Qumu** supplied hardware relocation services, including travel, labor, materials and shipping charges; or

(ix) first service call after the Covered Solution has been moved to a different location (including a move between rooms) if **Qumu's** approval was not obtained prior to the actual move. All travel, labor, materials, and shipping charges for such services or for services otherwise excluded under this Agreement and not listed in this Section 4 shall be paid for by the **Customer** at **Qumu's** retail prices and hourly rates then in effect.

**(d) Payments not received, or failure to return exchange units or parts per the terms of this Agreement, or the Qumu invoice, may result in cancellation of the Maintenance Agreement or non-support until payment is made current. Qumu shall have no obligation to perform service on the Covered Solution of a Customer that is not current in its payment obligation(s) to Qumu for charges under this Agreement or otherwise.**

**SECTION 5. Software Subscription and Support (SSaS) Releases.** **Qumu** provides software updates under a Software Subscription and Support Agreement (which is this Agreement but covers only software) or as part of a **Qumu** Maintenance Agreement.

Software updates are included in this Agreement, excluding updates for End of Service Solutions or software, End of Production Solutions, or **Qumu** Exchange agreements. These software updates may be available for purchase at **Qumu's** retail prices then in effect or may be limited to new product sales.

(a) Requirements: All components of a **Rimage Disc Publishing** system (i.e. autoloader, printer, server, etc.) must be within the eligible **Rimage** service period and at the same compatibility level, and must be included under this Agreement. **Rimage** software is a copyrighted work. Failure to comply with the **Qumu** EULA, which may be found at <http://www.qumu.com/licenses.html>, will void the **Customer's** right to use the **Rimage Disc Publishing** software.

(b) Limitations: Microsoft Operating System: **Qumu** will follow the support policies of Microsoft. **Customers** are expected to update to the latest Microsoft Service Packs and Critical Updates, which must be installed within 180 days of general release. The Applicable Microsoft Operating System End User License Agreement for an embedded system may be found at <http://www.qumu.com/licenses.html>. **Qumu** will not support Covered Solutions running service packs more than two versions back or provide support of **Rimage Disc Publishing** Covered Solutions running service packs that are no longer supported by Microsoft. A Windows compatibility matrix is available at <http://www.qumu.com/windows-7.html>. Apple Macintosh Operating System support will be limited to the Apple Operating System specified in the **Rimage Disc Publishing** application.

(c) Items Included: This Agreement includes documentation updates, software updates, service packs, firmware and installation instructions.

(d) Items Not Included: This Agreement does not include Operating System updates; new version releases or

upgrades **Qumu** determines are "major"; software releases containing a chargeable new feature; re-mastering of images or label files; installation; separately licensed features not included in original software; or Covered Solution hardware or third party software application costs required to upgrade systems to allow the use of the latest **Rimage Disc Publishing** software.

**SECTION 6. Periods of Maintenance Service.** Unless an upgraded contract described in Section 10 is purchased by the **Customer**, the maintenance services and related telephone triage support set forth in this Agreement entitles the **Customer** to weekday maintenance service between the hours of 7:30 a.m. and 5:30 p.m. local time, Monday through Friday (Business Days). All response time goals set forth in this Agreement are based on Business Days unless otherwise specified. All triage support and maintenance services exclude **Qumu** recognized holidays available at <http://www.qumu.com/qumu-recognized-holidays.html>. If the **Customer** requests maintenance service to be performed outside the above hours, such service will be provided at the retail hourly rate then in effect.

**SECTION 7. Customer Representative.** At all times during the term of this Agreement, a minimum of one **Customer** employee shall be designated to act as **Customer** Representative. The **Customer** Representative is responsible to open a trouble ticket directly with **Qumu** and provide the system serial number and other necessary system and trouble information, which may include sending system log files for analysis. The trouble ticket should be retained and used for future reference to the same incident. The **Customer** Representative shall be responsible to react to all Covered Solution problems, including contacting Rimage while in close proximity to the affected system so they may attempt troubleshooting to isolate the malfunctioning area; cooperate with **Qumu** to diagnose the problem over the telephone; reload the **Rimage Disc Publishing** system operating system, software, or device drivers; replace front swappable recorders or hard disc drives; or perform other **Qumu** designated Operator level troubleshooting or repairs. **Qumu** reserves the right to withhold the shipment of replacement items or dispatching a field technician to the **Customer's** location until the Customer has performed reasonable troubleshooting and failure diagnosis.

**SECTION 8. System Location.** The Covered Solution will be kept only at the contracted site. **Qumu** has the right to void this Maintenance Agreement with respect to any Covered Solution or part thereof moved to a location deemed by **Qumu** to be outside of the area of serviceability. If **Qumu** determines that service at a new location causes **Qumu** increased travel time or freight cost, the **Customer** agrees to pay reasonable increased charges. Any Covered Solution moved to a different location without the pre-approval by an authorized **Qumu** representative may require the Covered Solution to be re-certified as outlined in Section 12.

**SECTION 9. System Add-Ons.** In the event the **Customer** purchases additional Covered Solutions from **Qumu**, **Qumu** agrees to furnish maintenance service for such additional Covered Solutions pursuant to the terms of this Agreement. The additional charge to the **Customer** for these services shall be at **Rimage's** published Maintenance Agreement rates or at the retail hourly rate then in effect if no standard published rate applies.

**SECTION 10. Solution Service Programs. GENERAL TERMS:** **Qumu** will provide support of all Covered Solutions under a currently active Maintenance Agreement and where all software is genuine and properly licensed. The **Customer** is responsible to ensure the proper operation of all non-**Rimage Disc Publishing** infrastructure components, including network connectivity, prior to contacting and working with **Qumu** as required in Section 7. **Qumu** reserves the right to limit the available Service Programs by Product. The **Customer** is responsible to reload or otherwise restore Customer specific Covered Solution settings including but not limited to; network configuration, local and domain user accounts, local computer policies, third party software applications and **Customer** generated data. If **Customer** requests onsite service and no problem with the Covered Solution is found, the **Customer** may be billed at the then current Time and Material rates as outlined in Exhibit A. The **Customer** is responsible to return the replacement refurbished autoloader, front replaceable recorder, printer assembly, server, storage array or hard disc drive to **Qumu** per the guidelines outlined in Section 11

On **Rimage Disc Publishing** CD//DVD/BD/CSS Disc Publishing Solutions: The print head is a wear item and excluded from all maintenance services coverage, except as described below and in Section 2(c)(ix). CSS drive(s) are excluded from coverage and the **Customer** will be billed for the replacement drive(s) at the current list price. The **Customer** keeps the Field Replacement Unit ("FRU"), autoloader, printer assembly, hard disc drives, or recorder and **Qumu** keeps the returned FRU.

On **Qumu** supplied Servers or Storage Array Solutions: The **Customer** is responsible to replace the hard disc and rebuild the RAID array. The **Customer** keeps the Field Replacement Unit ("FRU"); server, storage array, or hard disc drive, and **Qumu** keeps the returned FRU.

**Next Business Day On-site:** After **Qumu** confirms a system hardware error, **Qumu** will ship a replacement refurbished autoloader, front replaceable recorder, printer assembly, server, storage array or hard disc drive delivered the next business day. A **Qumu** authorized technician arrives the next business day to unpack, install, test and repack the malfunctioning Covered Solution or parts. **Qumu** will provide a pre-paid return freight label. The **Customer** is responsible to follow the **Qumu** return material procedure and to contact and arrange for the **Qumu** authorized carrier to pick up the replaced items for return to **Qumu** within five (5) business days.

**Same Day On-Site: Technician arrives within four (4) hours, 24 Hours a day, seven (7) days a week:** After **Qumu** confirms a system hardware error, this coverage includes Next Business Day On-site provisions upgraded to 4 hour on-site response provided 24 hours a day x 7 days a week (excluding **Qumu** holidays as defined in Section 6). 4 Hour response time Agreement eligibility is limited to a 100 mile radius of a **Qumu** specified city.

**Rapid Exchange:** After **Qumu** confirms a system hardware error, **Qumu** will ship a replacement refurbished autoloader, front replaceable recorder, printer assembly, embedded module, server, storage array or hard disc drive delivered the next business day. The **Customer** is responsible to install and repackage the malfunctioning Covered Solution or Parts. The **Customer** is responsible to follow the **Qumu** return material procedure to contact and arrange for the **Qumu** authorized carrier to pick up the replaced items for return to **Qumu** within five (5) business days. The **Customer** is responsible for return shipping charges and to insure the replaced items arrive at **Qumu** intact. Next business day response time Agreement eligibility is limited to a 100-mile radius of a **Qumu** specified city.

**Exchange:** After **Qumu** confirms a system hardware error, **Qumu** will ship a replacement refurbished autoloader, front replaceable recorder, printer assembly, embedded module, server, storage array or hard disc drive delivered within four (4) or five (5) business days. The **Customer** is responsible to install and repackage the malfunctioning Solution or Parts. The **Customer** is responsible to follow the **Qumu** return material procedure to contact and arrange for the **Qumu** authorized carrier to pick up the replaced items for return to **Qumu** within five (5) business days. The **Customer** is responsible for return shipping charges and to insure the replaced items arrive at **Qumu** intact.

**Proactive Care Service (PCS):** This is a one time, add-on professional service that requires the Covered Solution to be under an existing **Qumu** On-site or Rapid Exchange agreement in effect at the time of the scheduled PCS event. A minimum of two (2) **Rimage Disc Publishing** disc publishing Solutions within the same facility must be included on the PCS coverage option and all units at the **Customer** location must receive their PCS on the same visit. The PCS visit must be scheduled a minimum of fourteen (14) business days in advance. **Qumu** will ship a refurbished printer and other materials required to perform the PCS services at the **Customer** site and confirm receipt prior to the arrival of a field technician.

**Contract Inclusions:** For each **Rimage Disc Publishing** Producer III / IV, or Professional 5400, 5410, 3400, 3410 Series unit covered under an active **Qumu** Maintenance Agreement, **Qumu** will include telephone triage support and software updates as outlined in Section 5 above. **Qumu** will also provide business hour telephone triage support and software updates for current model Desktop systems under a Rapid Exchange Contract.

**Contract Exclusions:** The following items and services are specifically excluded from coverage under this Agreement:

- (a) Provide support to Customer requests for services when the Customer has not provided **Qumu** reasonable access and support to diagnose and attempt to resolve or confirm the Covered Solution malfunction as outlined in Section 7.
- (b) Telephone or maintenance support of systems utilizing parts or consumables that are not certified by **Qumu**, modifications or services performed by persons not authorized by **Qumu** or violations of any of the software licensing and software use terms specified in Section 5;
- (c) Print head assembly and labor cost associated with replacing the thermal print head on a **Customer** owned product following the initial print head replacement;
- (d) Covered Solution that has malfunctioned as a result of improper installation;
- (e) Routine maintenance, including but not limited to: changing ribbons, clearing jams, cleaning print heads, printer alignments; routine adjustments/alignments; and packing or unpacking;
- (f) System relocations or malfunctions due to **Customer** relocations; exchanges for preventative maintenance; and/or On-site repairs or exchanges for autoloaders with front replaceable recorders;.
- (g) Training services of any kind;.
- (h) Exchange of an external Control Center that has been in operation for more than three (3) years. External Control Centers that are more than three (3) years old will be serviced by returning the unit, inbound freight cost at **Customer's** expense, to the **Qumu** depot for repair and return;
- (i) Proactive Care or Preventative Maintenance Services or similar services that are included as a billable Proactive Care Service agreement; and
- (j) CSS drive(s). The **Customer** will be billed for each replacement drive at the then current list price. **Qumu** will ship a replacement drive when a PO or acceptable payment for the replacement CSS drives is received and accepted by **Qumu**.

**Qumu** reserves the right to deny coverage under this Agreement for other items and services outside of the Description of Service in Section 2 and Section 10. Charges for items or services not covered by this Agreement are set forth in Section 4, or will be quoted at the time it is determined by **Qumu** that the item or service is not covered by this Agreement.

**SECTION 11. Covered Solution Exchange and Return.** **Qumu** provides a standard configuration in stock item to be delivered by next business day freight (where available) when such a request is in house at **Qumu** by 3:00 pm central time. Non-standard equipment is not stocked and will be shipped on a best effort basis, typically within 2 business days of order request. When any autoloader, printer, recorder, server, storage array, hard disc drive or other Part is sent to the **Customer**, the **Customer** is responsible to follow the **Qumu** provided return material procedure to repackage the replaced item using packing materials received with the replacement shipment and to contact and arrange for a carrier to pick up the replaced item for return to **Qumu's** U.S. or Canadian depot within five (5) business days. The **Customer** is responsible for return shipping charges to **Qumu** and **Qumu** is responsible for ground shipping charges back to the **Customer** unless otherwise agreed by **Qumu**. The **Customer** is responsible to insure the replaced item arrives at **Qumu** intact unless otherwise specified by **Qumu**. **Failure to return the replaced item within five (5) business days from the date of service completion will result in the Customer being charged for the full list price of the non-returned item.** In addition, **Qumu** will suspend providing maintenance services under this Agreement until the replaced items are returned or **Qumu** is paid in full.

*Failure to package the replaced item properly in **Qumu** approved packaging could result in damage during shipping that renders the replaced item non-repairable. If the replaced item is damaged due to improper packaging or a palletized item is returned in non-palletized packaging, or damage is caused by the **Customer's** shipping agent, the **Customer** will be charged for the cost of repair or replacement of the replaced item.*

**SECTION 12. Recertification.** Any **Rimage Disc Publishing** Covered Solution that is beyond the original Warranty or Maintenance Agreement period and/or is beyond coverage under an active **Qumu** Maintenance Agreement by more than 60 days is subject to Recertification when purchasing a new **Qumu** Maintenance Agreement. Recertification requests must be included with an order for a Post Warranty **Qumu** Maintenance Agreement. Any Covered Solution that is beyond the original Warranty, Warranty Upgrade, or Post Warranty Maintenance Agreement period by more than 1 year requires factory recertification, which will include billable labor and parts. Once the Covered Solution is examined and approved, a **Qumu** Maintenance Agreement may be sold and applied to the Covered Solution.

**SECTION 13. Incidental or Consequential Damages. QUMU AND THE CUSTOMER AGREE TO HOLD THE OTHER HARMLESS FOR ANY CLAIMS, DAMAGES, LIABILITIES, ACTIONS, OR LOSSES FOR ANY PERSONAL INJURY, DEATH, OR LOSS OR OTHER DAMAGE TO PROPERTY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, MAINTENANCE SERVICE FOR THE COVERED SOLUTION AS DEFINED IN THIS AGREEMENT. QUMU SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT COSTS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF ACTUAL OR ANTICIPATED PROFITS, RESULTING FROM COVERED SOLUTION FAILURES AT THE CUSTOMER'S SITE. IN NO CASE SHALL QUMU BE RESPONSIBLE FOR DAMAGES IN EXCESS OF THE AMOUNT THE CUSTOMER PAYS FOR THIS MAINTENANCE AGREEMENT.**

**SECTION 14. Assignment.** **Qumu** may assign its rights and obligations under this Agreement without the written consent of the **Customer**. The **Customer** recognizes the right of **Qumu** to designate competent agents to act on its behalf to perform maintenance services.

**SECTION 15. Termination.** The **Customer** may terminate maintenance services under this Agreement prior to the Agreement scheduled end date by giving thirty (30) days written notice to **Qumu**. The minimum cancellation charge will be four (4) months of the Maintenance Agreement charges. In addition, all discounts provided by **Qumu** as part of a multi-year maintenance agreement or for any other reason will be forfeited and further reduce any credit or refund provided to the **Customer**. **Qumu** shall, at its sole discretion, have the right to terminate this Agreement without penalty upon thirty (30) days written notice to the **Customer** following (i) any alleged breach or default by the **Customer** of any agreement with **Qumu**, (ii) any failure by the **Customer** to promptly make payments due and payable hereunder, (iii) any act of bankruptcy or insolvency by the **Customer**, (iv) any solution or parts added to the Covered Solution purchased by the **Customer** from a source other than **Qumu** without **Qumu's** prior written consent, (v) misrepresentation of the equipment serial number(s) covered under this Agreement or (vi) the use of non-**Qumu** certified consumables with the system. If **Qumu** voids this Agreement pursuant to Section 3 or Section 8, the minimum cancellation charge shall be paid by the **Customer** to **Qumu**.

**SECTION 16. Notices.** Except for service requests, which may be by telephone or email, notices, requests, and other communications hereunder shall be in writing and delivered personally or sent by first-class mail or email with proof of delivery to **Qumu** and the **Customer** at the addresses on the invoice for the charges associated with this Agreement. Any notice, requests, and other communication shall be effective when received by the addressee thereof, regardless of any other date that may appear thereon. Either party hereto may change its address by giving notice thereof to the other party in conformity with this Section 16.

**SECTION 17. Paragraph Headings.** The paragraph headings used in this Agreement are merely descriptive and form no part of the Agreement between the parties, and are in no way intended to alter the Agreement contained herein.

**SECTION 18. Laws Governing.** 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 all related transactions shall be governed by and construed in accordance with the law of the state of Minnesota, without reference to conflicts of law principles. 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 **Customer** irrevocably waives any objection to the jurisdiction of, or venue in, either of these courts and agrees that the acceptance of service 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.

**SECTION 19. Severability.** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain valid exclusive of such invalid or unenforceable provision.

**SECTION 20. Force Majeure.** Except with respect to the obligation to pay money, neither party will be responsible for delays or failures in performance resulting from acts beyond the control of each party. Such acts include, but are not limited to: acts of God, strikes, supplier delay, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters. In addition to such acts of force majeure, **Qumu** shall not be liable in any way for the delay, failure in performance, loss or damage due to non-compliance of any component of the Covered Solution. The **Customer** and **Qumu** agree that this allocation of risk is fair, reasonable, and not unconscionable.

**SECTION 21. U.S. Government Customers.** 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 contained in the preceding sentence shall be incorporated by reference in this Agreement.

**SECTION 22. Entire Agreement.** This Agreement constitutes the entire agreement between **Qumu** and the **Customer** with regard to the subject matter hereof, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

# Exhibit A

## Qumu Rimage Disc Publishing Product Time and Materials Rates (Effective March 1, 2010)

	<b>Standard Rate</b> Monday – Friday 7:30 AM - 5:30 PM *	<b>Overtime Rate</b> Monday – Friday 5:30 PM - 7:30 AM and Saturday/Sunday
<b>Labor Charges – All rates per hour</b>		
CD/DVD/BD/CSS Disc Publishing Solution Labor (Minimum 2 hours)	\$215.00	\$322.00
<b>Travel Charges – All rates per hour</b>		
Travel Time Portal to Portal	\$215.00	\$322.00
<b>Airfare Charges – actual costs</b>		
<b>Rental Car - actual costs</b>		
<b>Hotel Charges - actual costs</b>		
<b>Personal Vehicle - \$0.50 per mile</b>		
<i>Meal Charges are included in the hourly rate</i>		
<b>Parts Costs are List Price plus Shipping &amp; Handling costs</b>		

\*Time indicated is for the time zone of the Customer.

**Please contact Qumu at +952.946.0004 or 1.800.553.8312 for further information.**

## Exhibit B

### **Qumu Requirements for Solutions Subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**

**Customer** represents that **Customer** will arrange for the deletion of all PHI from the memory (hard drive or otherwise) of any **Qumu** provided solution that will be covered under the Maintenance Agreement to which this Exhibit B is attached. **Customer** will not allow **Qumu** to view or receive any disk or other media that contains PHI. If it is necessary for **Qumu** to view or receive any data on any media or otherwise in order to provide maintenance services, **Customer** will provide “dummy” data that is not the PHI of any person. **Customer** will ensure that its personnel secure and safeguard PHI so that no PHI or other sensitive beneficiary information is received by any of **Qumu**'s or any **Qumu** subcontractor's personnel who perform Services under the Maintenance Agreement. Where **Customer** determines that a component that would normally be exchanged under the Maintenance Agreement must be destroyed to safeguard PHI, **Customer** will pay **Qumu** for the component pursuant to the **Rimage Disc Publishing** then current retail price list.