

Terms of Service for "Qumu Cloud Platform"

(hereinafter referred to as "the Company"), in providing the Qumu Cloud Platform service (hereinafter referred to as "the Service") as a distributor of Qumu (hereinafter referred to as "Qumu"), has established the "Qumu Cloud Platform" Service Terms of Use (hereinafter referred to as "the Terms"). The following are the terms and conditions of the "Qumu Cloud Platform" service (hereinafter referred to as the "Terms and Conditions").

Article 1 Application of the Terms and Conditions

- (1) The purpose of this Agreement is to set forth the terms and conditions between the Company and the customer regarding the use of the Service and falls under the standardized terms and conditions set forth in Article 548-2 of the Civil Code.
- (2) In using the Services, you shall comply with the provisions of the "Agreement for the Provision of the Qumu Cloud Platform" (hereinafter referred to as the "Original Agreement") set forth by Qumu (<https://qumu.com/legal/>) and these Terms of Service set forth by the Company. You shall comply with the provisions of the Original Terms and the Terms of Service stipulated by the Company.
- (3) "Qumu" in the Original Terms and Conditions shall be read as "Qumu and/or the Company".
- (4) If any discrepancy exists between the Original Agreement and this Agreement, this Agreement shall prevail with respect to the applicable items. In addition, matters not addressed in these Terms and Conditions shall be governed by the provisions of the Original Terms and Conditions.

Article 2 Services

- (1) The Services we offer include hybrid services that combine Pathfinder Software and/or UCG Software.
- (2) "Qumu On-Premises" is not subject to the Original Agreement or these Terms and Conditions.

Article 3 Ordering of Services

- (1) The customer shall confirm the Original Agreement and these Terms and Conditions before applying for the Service with the order form prescribed by the Company. (2) Upon such application, the customer shall be deemed to have agreed to the individual terms of the Original Agreement and these Terms and Conditions.
- (2) If there is any discrepancy between the order form (including quotation, etc.) prescribed by us and the Original Terms and Conditions or these Terms and Conditions, the contents of the order form shall take precedence.
- (3) You shall purchase and use the Services on a yearly basis and pay for the purchase and use of the Services in accordance with the payment method separately designated by the Company.

Article 4 Technical Support

- (1) Technical support reception
If Customer desires technical support regarding the Services, Customer shall contact the Qumu Cloud Help Center (<https://success.qumucld.com/hc/ja>) in either Japanese or English.
- (2) Service level and scope of implementation
Technical support by Qumu shall be provided only to the extent technical support is provided by Qumu, and the level of service shall be in accordance with the Original Terms and Conditions.

Article 5: Handling of Personal Information

- (1) We may obtain personal information about you (or your employees, etc.) when you purchase and use the Service.

- (2) The Company shall handle the information provided by the customer in accordance with the provisions of the Company's Personal Information Protection Policy (<https://jp.vcube.com/privacy>), Information Security Policy (<https://jp.vcube.com/isms/security>), the Original Agreement, and these Terms and Conditions. (2) The Company shall handle the information provided by the customer in accordance with the Company's Personal Information Protection Policy (), Information Security Policy (), and the provisions of the Original Agreement and this Agreement.

Article 6 Limitation of Liability

Except as expressly and specifically provided in the original agreement,

- (a) You shall be solely responsible for the results (and related conclusions) obtained from the use of the Services and any explanatory documents associated with the Services ("Explanatory Documents").
- (b) Neither Qumu nor the Company shall be liable for any damages whatsoever resulting from errors or omissions in information, instructions, or scripts provided by you in connection with the Services, or from any acts of Qumu or the Company performed in accordance with your instructions.
- (c) all warranties, representations, conditions and other provisions of any kind permitted by statute or common law are hereby excluded from application to the Original Agreement to the fullest extent permitted by applicable law.
- (d) The Services and the Documentation are provided to Customer on an "AS IS" basis.

Article 7 Cancellation and Renewal

- (1) If the customer wishes to cancel this service, the customer shall notify the Company in writing at least 100 days prior to the expiration of the contract period.
- (2) If there is no notice of cancellation in the preceding paragraph, the contract shall be automatically renewed under the same terms and conditions as of the date following the expiration date of the contract period.
- (3) In the event of automatic renewal of this service, if there are any changes between the previously applicable Terms and Conditions and the Terms and Conditions displayed on our website 100 days prior to the expiration date (hereinafter referred to as "New Terms and Conditions"), the New Terms and Conditions shall apply from the day following the expiration date of the contract period. The new Terms and Conditions shall apply from the day following the expiration date of the contract period.

Article 8 Exclusion of Antisocial Forces

The Company and the customer shall ensure that neither they nor their officers or those substantially involved in their management fall under the category of organized crime groups, organized crime group members, companies affiliated with organized crime groups, general assemblymen, or other similar persons (hereinafter collectively referred to as "anti-social forces"), that they have no current or future relationship with anti-social forces, and that they will not by themselves or through the use of third parties engage in any violent demands, unreasonable demands beyond their legal responsibility, threatening acts, obstructing business, or other similar acts. The Company shall also ensure that it will not, by itself or through the use of a third party, make violent demands, unreasonable demands beyond its legal responsibilities, threats, obstruct business, or engage in any other similar activities.

Article 9 Governing Law and Dispute Resolution

- (1) These Terms and Conditions shall be governed by and construed in accordance with the laws of Japan.
- (2) The Tokyo Summary Court or the Tokyo District Court shall have exclusive jurisdiction in the first instance over any and all disputes related to these Terms and Conditions and the Service, depending on the amount of the suit.

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