

A. Cloud Services

1. A Cloud Service is a Streambox Inc. offering provided by Streambox and made available via a network. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance. Technical support and service level commitments are available during normal business hours unless other agreements have been made.
2. Streambox Cloud Services are hosted by Amazon Web Services (AWS) and/or Microsoft Azure Cloud services and are subject to policies and enforcements of those services.
3. Client accepts by ordering, enrolling, using, or making a payment for the Cloud Service. When Streambox accepts Client's order, Streambox provides Client the authorization levels specified in the user agreement.
4. The Client must obtain through purchase, rental, or free download, the hardware and/or software to utilize the Streambox Cloud Services.
5. Client will provide hardware, software (e.g., firewall protection), and connectivity to access and use the Cloud Service, including any required Client-specific URL addresses and associated certificates.
6. Streambox will provide the personnel and other resources necessary to provide the Cloud Services and generally available user guides and documentation to support Client's use of the Cloud Services.
7. Client may access a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any user who accesses the Cloud Service with Client's account credentials. A Cloud Service may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent Content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, or deceptive messages, viruses or harmful code, or violating third party rights. In addition, Client may not use Cloud Services if failure of the Cloud Service could lead to death, bodily injury, or property or environmental damage. Client may not: i) reverse engineer any portion of a Cloud Service; ii) assign or resell direct access to a Cloud Service to a third party outside Client's Enterprise; or iii) combine Cloud Services with Client's value add to create a commercially available Client branded solution that Client markets to its end user customers unless otherwise agreed.
8. A Cloud Service or feature of a Cloud Service is considered "Preview" when Streambox makes such services or features available at no charge, with limited or pre-release functionality, or for a limited time to try available functionality (such as demo, beta, trial, no-charge, or preview designated Cloud Services). Preview services are excluded from available service level agreements. A Preview service may not be covered by support and Streambox may change or discontinue a Preview service at any time and without notice. Streambox is not obligated to release a Preview service or make an equivalent service generally available.

B. Content and Data Protection

1. Content consists of all data and information that Client or its authorized users provides, authorizes access to, or inputs to the Cloud Service. Use of the Cloud Service will not affect Client's ownership or license rights in such Content. Streambox may access and use the Content

solely for the purpose of providing and managing the Cloud Service (e.g., as part of Support services). Streambox will treat all Content as confidential by not disclosing Content except to Streambox employees and only to the extent necessary to deliver the Cloud Service.

2. Client is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to Streambox to provide, store, and otherwise process Content in the Cloud Service. This includes Client making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated data in such Content. If any Content could be subject to governmental regulation or may require security measures beyond those specified by Streambox, AWS, and Microsoft for a Cloud Service, Client will not input, provide, or allow such Content unless first agreed in writing to implement additional security and other measures.
3. Streambox Privacy Principles for Streambox Cloud services, at <https://www.streambox.com/streambox-inc-privacy-policy/>, apply for all available Cloud Service offerings.
4. Specific security features and functions of Streambox products, including Cloud Services, such as encryption, are options provided by Streambox. Client is responsible to assess the suitability of each product and Cloud Service for Client's intended use and Content and to take necessary actions to order, enable, or use available data protection features appropriate for the Content being used with a Cloud Service. By using the Cloud Service, Client accepts responsibility for use of the Cloud Services, and acknowledges that it meets Client's requirements and processing instructions to enable compliance with applicable laws.
5. Streambox Cloud Services provides an option to Archive data for 2 weeks, after which time the content may be deleted.
6. Streambox will remove Content from Streambox computing resources upon the expiration or cancellation of the Cloud Service, or earlier upon Client's request. Streambox may charge for certain activities performed at Client's request (e.g., extended Support services).
7. Upon request by either party, Streambox, Client or affiliates of either, will enter into additional agreements as required by law in the prescribed form for the protection of regulated personal data included in Content. The parties agree (and will ensure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

C. Changes

1. Client acknowledges that Streambox may modify:
 - a. a Cloud Service from time-to-time at Streambox's sole discretion and such modifications will replace prior versions as of the effective date.
 - b. AWS and Azure (cloud host) may implement modifications and updates that require Streambox updates.

The intent of any modification will be to: i) improve or clarify existing commitments; ii) maintain alignment to current adopted standards and applicable laws; or iii) provide additional features and functionality. Modifications will not degrade the security or data protection features or functionality of a Cloud Service.
 - c. Streambox may withdraw a Cloud Service on 12 months' notice and Streambox will continue to provide the Cloud Service for the remainder of Client's unexpired term or work with Client to migrate to another Streambox offering.

D. Warranties

1. Streambox warrants that it provides Cloud Services using commercially reasonable care and skill. The warranty for a Cloud Service ends when the Cloud Service ends.
2. Streambox does not warrant uninterrupted or error-free operation of a Cloud Service or that Streambox will correct all defects or prevent third party disruptions or unauthorized third-party access. These warranties are the exclusive warranties from Streambox and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Streambox warranties will not apply if there has been misuse, modification, damage not caused by Streambox, or failure to comply with instructions provided by Streambox. Note, Preview services and Non-Streambox services are made available under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client.

E. Charges, Taxes, and Payment

1. Client agrees to pay all applicable charges specified for a Cloud Service and charges for use in excess of authorizations. Charges are exclusive of any customs or other duty, tax, and similar levies imposed by any authority resulting from Client's acquisitions under the Agreement and will be invoiced in addition to such charges. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by Streambox and late payment fees may apply. Prepaid Services must be used within the applicable period. Streambox does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid. If Streambox has not otherwise committed to pricing during the term of a Cloud Service, then Streambox may change charges on thirty days' notice.
2. Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to Streambox; iii) pay Streambox only the net proceeds after tax; and iv) fully cooperate with Streambox in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents. Where taxes are based upon the location(s) receiving the benefit of the Cloud Service, Client has an ongoing obligation to notify Streambox of such location(s) if different than Client's business address listed in the agreement.
3. Based on selected billing frequency, Streambox will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears. One-time charges will be billed upon acceptance of an order.

F. Liability and Indemnity

1. Streambox's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the service that is the subject of the claim, regardless of the basis of the claim. Streambox will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to Streambox, its affiliates, contractors, and suppliers.

2. The following amounts are not subject to the above cap: i) third party payments referred to in the paragraph below; and ii) damages that cannot be limited under applicable law.
3. Streambox has no responsibility for claims based on non-Streambox products and services, items not provided by Streambox, or any violation of law or third-party rights caused by Client's Content, materials, designs, or specifications.

G. Term and Termination

1. The term of a Cloud Service begins on the date Streambox notifies Client that Client can access the Cloud Service. Streambox will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term. For automatic renewal, unless Client provides written notice to Streambox not to renew at least 30 days prior to the term expiration date, the Cloud Service will automatically renew for the specified term. For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 30 days written notice to Streambox of termination. The Cloud Service will remain available to the end of the calendar month after such 30-day period.
2. Streambox may suspend or limit, to the extent necessary, Client's use of a Cloud Service if Streambox determines there is a material breach of Client's obligations, a security breach, violation of law, or breach of the terms set forth in section A(7). If the cause of the suspension can reasonably be remedied, Streambox will provide notice of the actions Client must take to reinstate the Cloud Service. If Client fails to take such actions within a reasonable time, Streambox may terminate the Cloud Service. Failure to pay is a material breach.
3. Either party may terminate this Agreement: i) without cause on at least one month's notice to the other after expiration or termination of its obligations under the Agreement; or ii) immediately for cause if the other is in material breach of the Agreement, provided the one who is not complying is given notice and reasonable time to comply. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled and apply to successors and assignees.
4. Client may terminate a Cloud Service on one month's notice: i) at the written recommendation of a government or regulatory agency following a change in either applicable law or the Cloud Services; ii) if Streambox's modification to the computing environment used to provide the Cloud Service causes Client to be noncompliant with applicable laws; or iii) if Streambox notifies Client of a modification that has a material adverse effect on Client's use of the Cloud Service, provided that Streambox will have 90 days to work with Client to minimize such effect. In the event of such termination, Streambox shall refund a portion of any prepaid amounts for the applicable Cloud Service for the period after the date of termination. If the Agreement is terminated for any other reason, Client shall pay to Streambox, on the date of termination, the total amounts due per the Agreement. Upon termination, Streambox may assist Client in transitioning Client's Content to an alternative technology for an additional charge and under separately agreed terms.

H. Governing Laws and Geographic Scope

1. Each party is responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including

defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.

2. Both parties agree to the application of the laws of the State of Washington, United States, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country of Client's business address. If Client or any user exports or imports Content or use of any portion of the Cloud Service outside the country of Client's business address, Streambox will not serve as the exporter or importer, except as required by data protection laws. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

I. General

1. Streambox is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations or assume any responsibility for Client's business or operations. Streambox is a provider of information technology products and services only. Any directions, suggested usage, or guidance provided by Streambox or a Cloud Service does not constitute news, medical, clinical, legal, accounting, or other licensed professional advice. Client and its authorized users are responsible for the use of the Cloud Service within any professional practice and should obtain their own expert advice. Client is responsible for its use of Streambox and non-Streambox products and services. Each party is responsible for determining the assignment of its and its affiliates personnel, and their respective contractors, and for their direction, control, and compensation.
2. Streambox, its affiliates, and contractors of either, may, wherever they do business, store and otherwise process business contact information of Client, its personnel and authorized users, for example, name, business telephone, address, email, and user ID for business dealings with them. Where notice to or consent by the individuals is required for such processing, Client will notify and obtain such consent.
3. Account Data is information that Client provides to Streambox to enable Client's use of a Cloud Service or that Streambox collects using tracking technologies, such as cookies and web beacons, regarding Client's use of a Cloud Service. Streambox, its affiliates, and contractors of either, may use Account Data for example to enable product features, administer use, personalize experience, and otherwise support or improve use of the Cloud Service.
4. Streambox Business Partners who use or make available Streambox Cloud Services are independent from Streambox and unilaterally determine their terms. Streambox is not responsible for their actions, omissions, statements, or offerings.
5. All notices under the Agreement must be in writing and sent to the business address specified for the Agreement, unless a party designates in writing a different address. The parties' consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

6. No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.
7. Streambox may use personnel and resources in locations worldwide, including contractors to support the delivery of the Cloud Services. Streambox may transfer Content, including personal data, across country borders. Streambox is responsible for the obligations under the Agreement even if Streambox uses a contractor and will have appropriate agreements in place to enable Streambox to meet its obligations for a Cloud Service.
8. Streambox may offer additional customization, features, configuration, or other services to support Cloud Services.

J. Addenda

None List below

Client

Company:
Authorized Person:
Title:
Phone:
Cell:
Email:
Business Address:

Streambox Inc

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Authorized Signature / Date

Authorized Signature / Date