

CLOUD SERVICES SUPPLEMENTAL TERMS

Capitalized terms which are not defined in these Supplemental Terms have the meanings set out in the Haivision Terms and Conditions ("**Terms and Conditions**") incorporated within the quotation or other Order Documentation which references these Supplemental Terms.

1.0 Cloud Services shall be furnished on the following terms:

- 1.1 General.** If Customer is provisioned access to any Cloud Services, Haivision hereby grants Customer, and Customer accepts, a non-exclusive, non-transferable, non-sublicensable, and fully revocable license to use the Cloud Services only for Customer's internal business purposes, subject to Customer's payment of all applicable fees and all the other terms and conditions set forth herein or as may be set forth in the Order Documentation. Customer must not allow anyone other than Authorized Users to access and use the Cloud Services account(s). Haivision does not permit the transfer of license to access or use the Cloud Services in connection with the sale or other transfer by Customer of any applicable Haivision Technology with which any of the Cloud Services are associated.
- 1.2 Cloud Services Subscription.** Prices for the applicable Cloud Services Subscription are as set forth in the Order Documentation. Haivision reserves the right to change such prices at any time. In the event that the Cloud Services prices are changed, the change will not go into effect during the term of Customer's then current Cloud Services Subscription. A Cloud Service Subscription shall be auto renewed at the end of a Subscription term. Customer may cancel the auto-renewal with written notice to tickets@haivision.com or by contacting Support, received by Haivision no later than 60 days prior to end of the then current subscription term.
- 1.3 Usage and Rounding.** "Usage" means a measurement of the data transmission, storage allocation, number of paired devices, media requests, transcoding services, server resource run time, and other conveyances consumed by Customer ("**Consumables**"), and which is calculated based on an allowance or contract commitment or other rates as detailed in the applicable Order Documentation. Cloud Services Subscriptions may be subject to Usage limits as set forth in the Order Documentation.
- Usage in the context of the Hub 360 Services means the number of paired Customer Devices to the Hub 360 Services at any time. For the avoidance of doubt, Usage begins when a Customer Device accesses or is paired with the Hub 360 Services. Streaming Usage is calculated in hours based on the aggregate number of hours consumed time of all Customer Devices at a particular bandwidth rate in a billing period and may include time that device(s) are idle and not actively streaming; hours are rounded down to the nearest whole hour.
- 1.4 Usage Data and Reporting.** Cloud Services dashboards and Usage metrics are provided "as is" for informational purposes only. Data may be delayed, incomplete, or inaccurate due to syncing or system issues. Haivision makes no warranty regarding the accuracy or timeliness of Usage data and is not liable for any reliance placed upon it. Temporary outages or delays in data reporting do not constitute a breach of service.
- 1.5 Customer Responsibilities.** Customer is solely responsible for supplying adequate hardware, software, and other network connectivity necessary to access and use the Cloud Services (except for any Supplied Product supplied in accordance with the Cloud Services Order Documentation. Haivision reserves the right, in its sole discretion, to deny access to the Cloud Services for any Customer Device(s) which does not meet the Cloud Services' technical requirements, including (without limitation) with respect to device configurations and types, or for non-payment of invoices. Further, Customer is responsible to monitor and control Usage of the Cloud Services.
- 1.6 Limit of Liability.** Haivision shall not be liable for any damages caused by (i) any bugs, viruses, trojan horses or the like which may be transmitted to or through any Cloud Services; (ii) alterations of transmission(s) or data; or (iii) any limitations, delays or other problems inherent in the use of third party networks and communications facilities, including internet blackouts or brownouts.