

IRSA CLOUD SERVICES AGREEMENT

July 1, 2015

The IRSA Cloud Services Agreement (the "Agreement") is between You and WHP Workflow Solutions LLC d/b/a IRSA Video ("IRSA"). Please fully read the following terms and conditions carefully before accepting and/or clicking an "Agree" or similar button or by using IRSA Cloud. This Agreement is a legally binding contract between you and IRSA that sets forth the terms and conditions that govern your use of IRSA Cloud.

By accepting and/or clicking an "Agree" or similar button or by using IRSA Cloud, you agree to abide by all of the terms and conditions stated or referenced herein. If you do not agree to abide by these terms and conditions, do not click an "Agree" or similar button and do not use the IRSA Cloud. If you disagree with any of the terms below, IRSA does not grant you the right to use IRSA Cloud and you should click "Cancel" to immediately discontinue all use of IRSA Cloud.

You represent to IRSA that you are lawfully able to enter into contracts. If you are entering into this Agreement for an entity, such as the company or the government agency you work for, you represent to IRSA that you have legal authority to bind that entity. If you do not have this authority, do not use IRSA Cloud. IRSA and you or the entity you represent agree to all terms and conditions of the Agreement effective on the date you first agreed to this Agreement or first began using IRSA Cloud.

1. Services and Support

- A. **Ownership and Control of Your Data.** You represent that you have ownership of Your Data, and that none of Your Data or your end users' use of Your Data or the IRSA Cloud services will violate this Agreement or applicable laws. You retain control and ownership of all right, title, and interest in and to Your Data. IRSA gains no right, title, and interest to Your Data through IRSA Cloud. You consent to IRSA's limited access to Your Data solely for the purpose of providing and supporting the IRSA Cloud services to you and your end users.
- B. **Access to Your Data.** Upon the purchase or granting of a licensing plan from IRSA and your opening of an IRSA Cloud account you will have access and use of IRSA Cloud and Your Data during the subscription term ("Term"). You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of IRSA Cloud. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Data and the IRSA Cloud.
- C. **IRSA Updates and Support.** IRSA will make available to you updates as released by IRSA to the IRSA Cloud. Updates may be provided electronically via the Internet. You are responsible for establishing and maintaining adequate access to the Internet in order to receive these updates. IRSA will use reasonable efforts to continue supporting the previous version of any API or software for a limited period time that is determined at IRSA's sole discretion after the change.
- D. **Data Privacy.** IRSA will not knowingly disclose Your Data or any information about you except as compelled by a court or administrative body or required by any law or regulation. IRSA will give you notice if any disclosure request is received for Your Data so you may file an objection with the court or administrative body. IRSA and its representatives may access and use Your Data to perform services upon your request for support, consulting, or other services and to confirm your compliance with the terms of this Agreement. This may include testing and

applying new product or system versions, patches, updates and upgrades; monitoring and testing system use and performance; and resolving bugs and other issues you have reported to IRSA. Any copies of Your Data created for these purposes are only maintained for time periods relevant to those purposes.

- E. **Data Storage.** IRSA will determine the locations of the data centers in which Your Data will be stored and accessible by your end users. You consent to the transfer of Your Data to third parties for the purpose of storage of Your Data.
- F. **Data Security.** IRSA will implement commercially reasonable and appropriate measures designed to secure Your Data against accidental or unlawful loss, access or disclosure, including logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, and data protection. You are responsible for maintaining the security of your end user names, passwords, and/or other authentication credentials and taking steps to maintain appropriate security and access by your end users to Your Data. IRSA Cloud access credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Data. You will contact us immediately if you believe an unauthorized party may be using your account or Your Data or if your account information is lost or stolen.
- G. **Return of Your Data.** You may download Your Data from IRSA Cloud at any time during the Term. IRSA will not delete any of Your Data as a result of a termination during the thirty (30) days following termination. During this 30-day period you may retrieve Your Data from IRSA Cloud only if you have paid all amounts due. IRSA has no obligation to maintain or provide any of Your Data after the 30-day period and will thereafter, unless legally prohibited, delete all of Your Data stored in the IRSA Cloud.
- H. **Assistance Following Termination.** IRSA will provide you with the same data retrieval assistance that IRSA generally makes available to all customers following the termination of this Agreement. Requests that IRSA provide additional assistance to you in downloading or transferring Your Data will result in additional fees from IRSA and IRSA will not warranty or guarantee data integrity or readability in the external system.

2. Fees and Payment

- A. **Your Duty to Pay.** You are responsible for paying any and all subscription fees and applicable taxes and duties for IRSA Cloud in accordance with the service plan selected by you. Unless otherwise specified by IRSA, all fees for IRSA Cloud are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.
- B. **Additional Fees and Late Payment Penalty.** IRSA reserves the right to charge additional fees for you exceeding your purchased storage amounts or for IRSA's assistance in the downloading or exporting of Your Data. IRSA may charge you interest at the rate of 1.0% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees. Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate

on the same date as the pre-existing subscriptions.

- C. **Retention Policies.** You must configure, schedule, and implement data retention policies based on approved IRSA policies for Your Data using IRSA Cloud to be eligible for unlimited storage licensing plans provided by IRSA. IRSA reserves the exclusive right to place any of Your Data not accessed or viewed for 180 days into archival storage. Your Data placed in archival storage may take up to 48 hours to access.

3. Responsibilities and Restrictions

- A. **Representations by You.** You represent and warrant to IRSA that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; and (c) if you are a government agency, that IRSA Cloud will be used by you only for governmental or proprietary functions consistent with the scope of your governmental authority and/or applicable law, and will not be used in a trade or business of any person or entity, or for any personal, family or household use.
- B. **License Restrictions.** Neither you nor any of your end users may use IRSA Cloud in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access IRSA Cloud except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of IRSA Cloud; (c) reverse engineer, disassemble, or decompile IRSA Cloud or apply any other process or procedure to derive the source code of any software included in IRSA Cloud, or allow any others to do the same; (d) access or use IRSA Cloud in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy IRSA Cloud in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in IRSA Cloud, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense IRSA Cloud; (h) access IRSA Cloud in order to build a competitive product or service or copy any features, functions, or graphics of IRSA Cloud; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of IRSA or its licensors on or within IRSA Cloud or any copies of IRSA Cloud; or (j) use IRSA Cloud to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against IRSA or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any IRSA Cloud services you have used.
- C. **Third-Party Products and Services.** No purchase of third-party products or services is required to use IRSA Cloud other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. IRSA does not warrant or support third-party products or services. If you install or enable Third-Party Applications for use IRSA Cloud, you acknowledge that IRSA may need to allow providers of those Third-Party Applications to access Your Data as required for the interoperation of the Third-Party

Applications with IRSA Cloud. IRSA is not responsible for any disclosure, modification or deletion of Your Data resulting from any access by Third-Party Application providers.

- D. **IP Rights.** IRSA or its licensors own and reserve all right, title, and interest in and to IRSA Cloud and related software. Subject to the terms of this Agreement, IRSA grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use IRSA Cloud solely in accordance with this Agreement during the Term. IRSA owns all right, title, and interest in and to IRSA Cloud, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to IRSA for enhancements or improvements, IRSA will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to IRSA all right, title, and interest in and to the suggestions and agree to provide IRSA any assistance IRSA may require to document, perfect, and maintain its rights in the suggestions.
- E. **Suspension of IRSA Cloud Services.** IRSA may suspend your or your end user's right to access or use any portion or all of IRSA Cloud immediately upon notice to you if IRSA determines:
 - a. Your or your end user's use of or registration for IRSA Cloud (i) poses a security risk to IRSA Cloud or any third party, (ii) may adversely impact IRSA Cloud or the systems or content of any other customer, (iii) may subject IRSA, its affiliates, or any third party to liability, or (iv) may be fraudulent;
 - b. You are, or any of your end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or
 - c. You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.
 - d. If IRSA suspends your right to access or use any portion or all of IRSA Cloud, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. IRSA will not delete any of Your Data stored on IRSA Cloud as a result of your suspension, except as specified elsewhere in this Agreement.
- F. **Confidentiality.** Except as required by applicable law or judicial order, you agree: (i) not to divulge to any third person any IRSA Confidential Information during the Term or at any time during the 5-year period following the end of the Term, (ii) to give access to any IRSA Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of any IRSA Confidential Information that you take with you own confidential information, but in no event will you apply less than reasonable precautions to protect the IRSA Confidential Information.

4. Term and Termination

- A. **Subscription Term.** Unless otherwise specified, the term of this Agreement shall commence as of the date on which you accept and agree to be bound by the terms of this Agreement, and will remain in effect until terminated by either party as set forth below. This Agreement automatically renews for additional successive Terms of one (1) year each after the completion

of your initial Term at the prices then in effect, unless you give IRSA written notice of cancellation sixty (60) days prior to the end of a Term.

- B. **Termination for Convenience.** IRSA may terminate this Agreement for any reason by providing you thirty (30) days advance written notice. Termination shall take effect upon the expiration of the 30-day period. In the event that IRSA terminates this Agreement under this Section, IRSA will issue you a refund of any prepaid amounts on a prorated basis.
- C. **Termination for Cause.** IRSA may terminate this Agreement on written notice (i) if your payment of any invoiced amount is overdue, and you do not pay the overdue amount within five (5) business days of IRSA's written notice, or (ii) if you breach any material terms of this Agreement; provided, however, for any such breach that is capable of being remedied, such termination shall not become effective if you remedy such breach within ten (10) days of IRSA's written notice.
- D. **Effect of Termination.** Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 1A, 1E, 1F, 1G, 2, 3A, 3B, 3C, 3D (except the license granted to you in Section 3D), and 5-8 will survive termination and continue to apply.

5. Warranty

IRSA CLOUD IS PROVIDED "AS IS." IRSA AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE IRSA CLOUD SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE IRSA CLOUD SERVICES WILL MEET YOUR REQUIREMENTS. TO THE EXTENT PROHIBITED BY LAW, IRSA AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE IRSA CLOUD SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR: (A) ALL DATA BEFORE IT IS UPLOADED TO IRSA CLOUD; (B) CONFIGURING AND SETTING UP ANY HARDWARE OR NETWORKS THAT YOU CONNECT TO IRSA CLOUD; (C) YOUR NETWORKS AND HOW THEY MAY INTERACT WITH THE HARDWARE, SOFTWARE, OR IRSA CLOUD SERVICES; AND (D) ANY SECURITY SETTINGS YOU ESTABLISH TO INTERACT WITH OR ON THE IRSA CLOUD SERVICES. IRSA DISCLAIMS ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE THE DATA IS UPLOADED TO THE IRSA CLOUD SERVICES.

6. Limitations of Liability

IRSA AND ITS AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A

PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER IRSA NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE IRSA CLOUD SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO IRSA CLOUD, (ii) IRSA'S DISCONTINUATION OF ANY OR ALL OF THE IRSA CLOUD SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE IRSA CLOUD SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE IRSA CLOUD SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, IRSA'S AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF THE AMOUNT YOU ACTUALLY PAY IRSA UNDER THIS AGREEMENT FOR THE IRSA CLOUD SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM OR ONE THOUSAND DOLLARS (US \$1,000).

7. Indemnification and Hold Harmless. This Section states a party's sole liability to, and the party's exclusive remedy against, the other party for any type of claim specified below.

A. Indemnification by IRSA. IRSA will defend, indemnify, and hold you and each of your respective employees, officers, directors, and representatives harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of IRSA or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts arising out of or related to this Agreement any of them may be liable, save and except for damage or injury caused solely by the negligence of you or your agents, officers, or employees; and (b) third-party claim alleging that the use of IRSA Cloud as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. If IRSA receives notice of an alleged infringement, or if your use of IRSA Cloud will be prevented by permanent injunction, IRSA may, at its sole option and expense, procure for you the right to continue using IRSA Cloud as provided in this Agreement, modify IRSA Cloud so that it no longer infringes or replace IRSA Cloud with other services of equal or superior functional capability. IRSA has no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of IRSA Cloud by you or any third party not approved by IRSA; (b) use of IRSA Cloud in connection or in combination with equipment, devices, or services not approved or recommended by IRSA; (c) the use of IRSA Cloud other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by IRSA as part of or in connection with IRSA Cloud. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

B. Indemnification by You. You will defend, indemnify IRSA, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to your or any of your end users' use of IRSA Cloud (including any activities under your account and use by your employees and agents) that violate any applicable federal, state,

or local law.

- C. **Indemnification Notification and Settlement.** The party seeking indemnification pursuant to this Section shall promptly notify the other party of such claim. At the indemnifying party's option, the indemnifying party may assume the handling or defense of any claim or litigation, in which event indemnified party shall cooperate in the defense of any such claim or litigation. The indemnified party shall have the right to participate in such litigation, at its expense, through counsel selected by the indemnified party. The indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought. The indemnifying party will have the right to consent to the entry of judgment with respect to, or otherwise settle, such claim with the prior written consent of the indemnified party, which consent will not be unreasonably withheld.
- D. **Hold Harmless by You.** To the extent permitted by your jurisdiction's local law, you will hold harmless IRSA, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning: (a) your or any of your end users' use of IRSA Cloud (including any activities under your account and use by your employees and agents); (b) breach of this Agreement by you or any of your end users; (c) Your Data or the combination of Your Data with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Data or by the use of Your Data; (d) a dispute between you and any of your end users; or (e) a dispute between you and any third-party over your collection or use of Your Data.

8. Definitions

- A. "You" and "Your" refer to the individual and/or entity that has agreed to use IRSA Cloud (as defined below) in accordance with this Agreement.
- B. "Users" means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use IRSA Cloud in accordance with this Agreement.
- C. "IRSA Cloud" means (a) any website, storage, web services (including associated APIs), and maintenance services provided by IRSA to You in order to upload, view, manage, download, share, export, and otherwise access Your Data (as defined below) and (b) at its sole discretion, other products, services or software provided by IRSA under this Agreement. This does not include any Third-Party Applications.
- D. "Your Data" means all text, files, images, graphics, information, data, audio, video, photographs and other content and material, in any format, provided, transferred, uploaded, stored or accessed by You or your users that reside in, or run on or through, IRSA Cloud.
- E. "Documentation" means the user reference materials, and other technical and operations manuals for IRSA Cloud provided by IRSA, as that documentation may be updated by IRSA from time to time.
- F. "IRSA Confidential Information" means all nonpublic information disclosed by IRSA, its affiliates, business partners or its or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances

surrounding its disclosure, reasonably should be understood to be confidential. IRSA Confidential Information includes: (a) nonpublic information relating to IRSA's or its affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that IRSA is obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and IRSA or its affiliates that is not subject to your public record laws. IRSA Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from IRSA; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the IRSA Confidential Information.

- G. "Policies" means any service agreement, guidelines, restrictions described on any website provided by IRSA for access by you as a part of the IRSA Cloud Services, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

21. General

- A. **Independent Contractors.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- B. **No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- C. **Government Use.** If you are using the IRSA Cloud Services on behalf of a federal, state, or local government agency and these terms fail to meet your government agency's needs or are inconsistent in any respect with applicable federal, state, or local law, you will immediately discontinue your use of IRSA Cloud.
- D. **Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the IRSA Cloud Services, including your transfer and processing of Your Data, the provision of Your Data to end users, and the region in which any of the foregoing occur.
- E. **Assignment.** Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that IRSA may assign or otherwise transfer this Agreement or any of IRSA's rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of IRSA's assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- F. **Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation

under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

- G. **No Waivers.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.
- H. **Severability.** If any part of this Agreement is held by a competent court in any jurisdiction to be invalid or unenforceable, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement.
- I. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of South Carolina, United States of America. All disputes arising out of this Agreement shall be resolved exclusively in the federal or state courts located within South Carolina, and you hereby agree to the personal jurisdiction and venue of such courts. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- J. **Litigation Costs.** In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.
- K. **Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.
 - a. **Notices to You.** IRSA may provide any notice to you under this Agreement by: (i) posting a notice on any IRSA Cloud Services website used by you; or (ii) sending a message to the email address(es) that are associated with your account. Notices IRSA provides by posting on the IRSA Cloud website used by you will be effective upon posting and notices IRSA provides by email will be effective when IRSA sends the email. You will be deemed to have received any email sent to the email address then associated with your account when IRSA sends the email, whether or not you actually receive the email.
 - b. **Notices to IRSA.** To give IRSA notice under this Agreement, you must contact IRSA: (i) by email transmission to support@irsavideo.com; or (ii) by personal delivery, overnight courier or registered or certified mail to IRSA Video, ATTN: IRSA Cloud Service, 6543-A Fain Street, North Charleston, South Carolina 29406. IRSA may update the email or address for notices to IRSA by posting a notice on any IRSA Cloud Services website used by you. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.
- L. **Entire Agreement.** This Agreement, including any Policies provided by IRSA and/or any purchase agreement between you and IRSA, is the entire agreement between you and IRSA

regarding IRSA Cloud. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and IRSA, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If IRSA provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

- M. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be considered an original for all purposes, and all of which, when taken together, constitute one and the same Agreement.