Enterprise Terms & Conditions

Prior to May 2023

1. Definitions.

"Affiliate" means any entity, firm, or corporation, directly or indirectly, through one or more intermediaries, controlled by, or under common control with, a party, in each case, where the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity (whether through ownership of voting securities, by agreement or otherwise).

"Client Content" means the information, videos, audio files, data, text, photographs, comments, scripts, and graphics added, created, uploaded, submitted, or posted to the Services by Client or any of Client's Users, but does not include any component of the Services.

"Documentation" means any then-current user guide and other documentation regarding the Services that is delivered by Frame.io to Client in electronic or other form.

"User" means one individual natural person granted use and/or access the Services by Client, as further set forth on Exhibit A. Each User must be identified by a unique email address, and two (2) or more persons may not use the Services as the same User.

"Order Form" means the written document specifying the Services to be provided hereunder entered into between Frame.io and Client or any of Client's Affiliates, as further set forth on Exhibit A.

"Services" means the services identified on an Order Form that are provided by Frame.io to Client hereunder.

2. Services.

2.1 Access and Use. Subject to, and in accordance with, the terms and conditions of this Agreement, Frame.io hereby grants Client a non-exclusive, non-transferable, limited, revocable right to use and access the Services solely for Client's internal business purposes.

2.2 Services. Frame.io will provide Client with the Services set forth on each applicable Order Form and in accordance with the Documentation in all material respects. Frame.io will maintain industry-standard administrative, technical, and physical safeguards for protection of Client Content.

2.3 Affiliates. By entering into an Order Form, an Affiliate agrees to be bound by the terms and conditions of this Agreement as if such Affiliate were an original party hereto.

2.4 Users. The number of Users, and, if applicable, the type of User, shall be set out in the applicable Order Form. If Client wishes to increase the number of Users, such additional Users shall be prorated to align with the then current Term. The number of Users may not be decreased during the Term. Client shall be responsible for the acts or omissions of all Users and shall ensure that Users comply with the requirements of this Agreement. Client shall not access, and shall not permit any User to access, the Services from or within a country or territory subject to comprehensive U.S. sanctions. Unless use in a Restricted Country is specifically authorized, Client is not permitted to use or allow its Users to use the Services in any Restricted Country. "Restricted Country" means mainland China, Russia and any other country where access or usage is restricted by local laws. Frame.io reserves the right to terminate access to the Services for Users that violate the terms and conditions set forth in this Agreement, and in such event shall promptly communicate with Client regarding such termination, unless it in good faith believes such communication is prohibited under applicable law, or is necessary to delay notice to prevent harm to Frame.io, Client, or any third party. Client shall not allow unauthorized access to the Services and shall notify Frame.io immediately upon learning of any unauthorized use of Client's account or any other breach of security related to the Services. Client authorizes its administrator(s) to act on its behalf, including to manage access to the Services for the Users, to assign other Users an administrator role, and to have control over its Users' content and information. Client is responsible for the administrator's actions and omissions in connection with the account(s).

2.5 Future Functionality. Client hereby acknowledges and agrees that its access and use to the Services is neither contingent upon the delivery of any future functionality or features. The Services may contain features designed to interoperate with Non-Frame.io software applications ("Non-Frame.io Applications"). Frame.io cannot guarantee the continued availability of such Service features and may cease providing them without entitling Client to any refund, credit, or other compensation, if, for example and without limitation, the provider of a Non-Frame.io Application ceases to make the Non-Frame.io Application available for interoperation with the corresponding Service features in a manner acceptable to Frame.io.

2.6 Approved Use of Client Content. Client hereby grants Frame.io and its Affiliates a worldwide, non-exclusive, royalty-free right to use, copy (e.g., for transcoding purposes), access, process, reproduce, perform, display, modify (e.g., to fit to a specific player size), distribute and transmit the Client Content in the Services: (a) to the extent necessary to perform its obligations (including, but not limited to, developing, modifying, improving, supporting, customizing, and operating the Services) or enforce its rights under this Agreement; or (b) where required or authorized by law.

2.7 Pre-release or Beta Version. Frame.io and its Affiliates may provide access to software or services, or a feature in the Services, as a no-cost prerelease, early access, or beta version ("Beta Version"). A Beta Version does not represent the final product and may contain bugs. Frame.io may choose not to release a commercial version of the Beta Version. Frame.io and its Affiliates provides the Beta Version on an "AS-IS" basis.

Frame.io and its Affiliates, and any third-party providers, disclaim and make no representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy. Any warranties specified in the Agreement do not apply to the Beta Version. Frame.io and its Affiliates further disclaim any warranty that (A) the Beta Version will meet Client's expectations, requirements, or will be constantly available, uninterrupted, timely, secure, or error-free; (B) the results obtained from the use of the Beta Version will be effective, accurate, or reliable; or (C) any errors or defects in the Beta Version will be corrected. Farme.io and its Affiliates disclaim all liability of any kind for Client's use of the Beta Version. Client must promptly cease using the Beta Version and destroy all copies of the Beta Version if Frame.io and its Affiliates request the Client to do so. Frame.io and its Affiliates may develop, modify, improve, support, customize, and operate its products and services based on Client's use, as applicable, of any Beta Versions.

2.8 Professional Services. From time to time, Client may request and Frame.io may agree to provide certain professional services ("Professional Services"). The terms and conditions of any such arrangement for Professional Services, including pricing, shall be set forth in a statement of work, which shall reference and be governed by and subject to the terms and conditions of this Agreement.

3. Restrictions.

3.1 Restrictions. Except as expressly permitted in this Agreement, Client shall not, and shall not permit Users or third parties to, directly or indirectly (a) use any of Frame. io's Confidential Information (defined below), the Services, or the Documentation to create any service, software, documentation or data that competes with or is similar to the Services, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Services, or the underlying ideas, algorithms or trade secrets therein, (c) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party (other than authorized Users as contemplated by this Agreement), (d) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services, (e) access or use the Services for purposes of monitoring the availability, performance or functionality of the Services or any other benchmarking or competitive purposes, (f) use the Services in a way that is unlawful, deceptive, harassing, libelous, vulgar, obscene, or otherwise inappropriate, or that violates any intellectual property, publicity or other proprietary right of any other person or entity, or violates any law or contractual duty (g) fail to use reasonable efforts not to disrupt the operation of the Services or interfere with its performance or use by others, (h) use any data mining or similar data gathering and extraction methods, including data scraping for machine learning or other purposes, or (i) use the Services to send or store harmful programs or code, or threaten the operation or any component of the Services.

3.2 Suitability of Services. Client is solely responsible for determining the suitability of the Services for its business purposes and complying with any laws, rules, regulations, or guidelines that govern its own Client Content and use of the Services. Client acknowledges that Frame.io is not equipped to ingest protected health information (as defined under the Health Insurance and Portability Act of 1996), and covenants that it will not include protected health information in the Client Content. Client further represents, warrants, and covenants that any personally identifiable information ("PII") contained in any Client Content will be, and has been, collected by Client and disclosed to Frame.io pursuant to and in accordance with Client's applicable privacy policies, and that Client's disclosure of such PII to Frame.io and Frame.io's retention and use of such PII by Frame.io as contemplated under this Agreement does not and will not violate any applicable Client privacy policy or any applicable laws.

3.3 Collaboration Services. Through its use of Frame.io, if Client initiates or is invited by another individual or organization that is using Frame.io products and services under a separate agreement with Frame.io ("Third-Party Account Holder") to Share or edit Client Content in a document, space, library, canvas or other collaboration environment controlled by the Third-Party Account Holder (each a "Collaboration Space"), Client acknowledges and agrees that the Third-Party Account Holder is solely responsible for implementing the settings, including commenting, editing, access, publication and ownership settings, for all content, including Client Content, in the Collaboration Space. The Third-Party Account Holder will be able to restrict or terminate Client's access to the Collaboration Space at any time. If Client does not want the Third-Party Account Holder to control Client Content, Client should not Share or edit Client Content in a Collaboration Space and should maintain back-up copies of Client Content. Frame.io has no responsibility or liability for any loss, use or misuse of Client Content in a Collaboration Space. Client acknowledges and agrees that (A) Frame.io will not be a party to any disputes between Client and any Third-Party Account Holder; (B) Client will not seek to make Frame.io a party to any such dispute, and (C) Frame.io will have no liability or obligation to either Client or a Third-Party Account Holder for any content, including Client Content, subject to such a dispute. "Share" means to email, post, transmit, stream, upload, or otherwise make Client Content available to a Third-Party Account Holder or other third party through Client's use of the Services.

4. Proprietary Rights.

4.1 Client. Except for the limited rights expressly granted hereunder, no other rights are granted, no other use is permitted and Client (and its licensors) shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to Client Content.

4.2 Frame.io. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and Frame.io (and its licensors) shall retain all rights, title and interest (including all intellectual property and proprietary rights)

in and to the Services and Documentation, all copies, modifications and derivative works thereof, and all Frame.io trademarks, names, logos, all rights to patent, copyright, trade secret and other proprietary or intellectual property rights.

4.3 Feedback. Client may, in its discretion, choose to provide suggestions for correction, change, additional functionality, or modification to the Services (collectively, "Feedback"). In such event, Client agrees that Frame.io is the owner of such Feedback, and is free to use it, including by incorporation into the Services, without any payment or attribution, or other obligation, to Client, provided that such Feedback does not identify Client or its Users, or include any Client Content without Client's written consent. Client shall and hereby does assign any rights in such Feedback to Frame.io and will reasonably assist in obtaining intellectual property protection for such Feedback at Frame.io's cost.

4.4 Third-Party Services. Client may elect to obtain or use materials, products, or services provided by third parties ("Third-Party Services") for use with the Services. Frame.io disclaims any liability or obligation with regard to such Third-Party Services, each of which is governed by the terms of the separate agreement between the licensor of such Third-Party Materials and Client and which Client is responsible for complying with.

4.5 Usage Data. Client agrees that Frame.io may collect, use, copy, transmit, index, and disclose usage data derived from Client's use and operation of the Services ("Usage Data"). Usage Data may be used to optimize and improve the Services or otherwise for Frame.io's business purposes.

5. Confidentiality.

5.1. Definition. Each Party agrees that the business, technical and financial information, including without limitation, the Services, Documentation, and Client Content and all software, source code, inventions, algorithms, know-how and ideas and the terms and conditions of this Agreement, that is designated in writing as confidential, or is disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed, shall be the confidential property of the disclosing Party and its licensors ("Confidential Information"). Confidential Information does not include information that (a) is previously rightfully known to the receiving Party without restriction on disclosure, (b) is or becomes known to the general public, through no act or omission on the part of the receiving Party, (c) is disclosed to the receiving Party by a third party without breach of any separate nondisclosure obligation, or (d) is independently developed by the receiving Party and such independent development can be evidenced by written documentation.

5.2 Limited Use. During and after the Term, except as contemplated by this Agreement, the receiving Party shall not access or use any of the disclosing Party's Confidential Information without its written consent, and shall use at least the standard of care used to protect its own Confidential Information, but not less than reasonable care, to protect the disclosing Party's Confidential Information.

5.3 Nondisclosure. The receiving Party shall ensure that its employees, contractors, or any third party to whom it provides access to such Confidential Information of the disclosing Party (a) have a need to know for the purposes of this Agreement and (b) have been apprised of and agree to restrictions at least as protective of the disclosing Party's Confidential Information as this Agreement. Each Party shall be responsible for any breach of confidentiality by a party to whom it discloses the disclosing Party's Confidential Information.

5.4. Required Disclosure. Nothing herein shall prevent the receiving Party from disclosing any Confidential Information as necessary pursuant to any court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities laws and regulations); provided that prior to any such disclosure, the receiving Party shall use reasonable efforts to (a) promptly notify the disclosing Party in writing of such requirement to disclose and (b) cooperate with the disclosing Party in protecting against or minimizing any such disclosure or obtaining a protective order. The receiving Party shall only disclose the disclosing Party's Confidential Information to the extent required by the court order or lawful requirement.

6. Payments.

6.1 Fees. Client agrees to pay Frame.io all fees specified in an applicable Order Form or as otherwise provided in this Agreement (the "Fees"). Client acknowledges and understands that Fees are based on access and use to the Services and not actual usage. Except as expressly set forth in this Agreement, Fees are non-refundable, as Frame.io operates on fixed engagement terms. All invoices will only be delivered electronically to Client. Frame.io may charge interest at a monthly rate equal to the lesser of one percent (1%) per month or the maximum rate permitted by applicable law on any overdue Fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. Any Fees that are unpaid as of the date of termination or expiration will be immediately due and payable. Client agrees to provide clear indication within its form of payment, or emailing to sjar@adobe.com, as to which invoices payment should be applied no later than the date of payment. If Client is not a publicly-traded corporation, upon Frame.io's request, Client will provide the necessary financial documents to allow Frame.io to ascertain the credit-worthiness of Client.

6.2 Payment Terms. Except as otherwise set forth on an Order Form, Fees will be invoiced annually, in advance. Payments shall be made in US dollars at Frame.io's address (or to an account specified by Frame.io and in a payment method acceptable by Frame.io), in full without set-off, counterclaim or deduction within thirty (30) days of the date of the invoice. In addition to its other rights and remedies, Frame.io may suspend Client's access to the Services or terminate this Agreement in the event that Client is not current in the payment of fees owed to Frame.io; provided it has given Client at least fifteen (15) days' notice of such delinquency. If Client believes in good faith that Frame.io has incorrectly billed Client, Client must contact Frame.io in writing within thirty (30) days of the invoice date,

specifying the error. Unless Client has correctly notified Frame.io of the dispute. To the extent permitted by law, Client is responsible for any expenses incurred by Frame.io to collect amounts that are not paid when due.

6.3 Taxes. Prices do not include applicable taxes. Frame.io will invoice Client for any applicable taxes, and Client must pay these taxes. Where applicable, Client must provide a tax-exemption claim to Frame.io before placing an order. If Client is required to withhold income taxes from its payment to Frame.io, Client agrees to send Frame.io an official tax receipt within sixty (60) days of payment to Frame.io.

6.4 Purchase Orders. If Client issues a purchase order in connection with this Agreement, it shall be for the full amount of the Fees set forth in the applicable Order Form(s). Any terms and conditions set forth on any Client purchase order are rejected by the parties hereto.

7. Warranties & disclaimers.

7.1 General. Each Party represents and warrants that: (a) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (b) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (c) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

7.2 Client. Client represents and warrants to Frame.io that Client owns all rights, title and interest in and to the Client Content, or that Client has otherwise secured all necessary rights in the Client Content as may be necessary to permit the access, use and distribution thereof as contemplated by this Agreement. Client further represents and warrants to Frame.io that Client will not, or allow a User or third party under its control to, either (a) take any action, or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Services that infringes any patent, trademark, trade secret, copyright, right of publicity or any other proprietary right of any other person or entity, or, that violates any law or contract.

7.3 Frame.io. Frame.io represents and warrants to Client that the Services will be provided in a professional and workmanlike manner.

7.4 Disclaimers. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, FRAME.IO HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR

PURPOSE, RELIABILITY, THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. Indemnification.

8.1 Data Privacy Claims.

(A) Cooperation and Mutual Assistance. Both Parties will co-operate in good faith to avoid and mitigate Data Privacy Claims keeping in consideration the rights of affected data subjects and the reputation and brand of each Party. Each Party agrees to mitigate its losses in relation to any such Data Privacy Claims. In the event of a Data Privacy Claim, both Parties agree to provide each other reasonable assistance in investigating, mitigating, and resolving such Data Privacy Claim. Any information and materials exchanged or discovered in the course of investigations, mitigation and resolution will be considered Confidential Information of the disclosing Party and may not be disclosed by the receiving Party except as permitted in Section 5 (Confidentiality).

(B) Data Privacy Claims. Indemnifying Party will at its expense indemnify the Indemnified Party against those losses of the Indemnified Party set out below in this section 8.1(B) to the extent directly attributable to a third-party Data Privacy Claim against the Indemnified Party:

(1) settlement amounts negotiated by Indemnifying Party (to the extent Indemnifying Party is permitted to settle);

(2) damages finally awarded by a court;

(3) administrative fines or penalties imposed by a regulatory authority;

(4) reasonable attorney's fees,

(5) reasonable out-of-pocket expenses associated with satisfying applicable statutory requirements related to forensic analysis, credit monitoring, and notifying affected individuals of the incident giving rise to the Data Privacy Claim, as applicable.

(C) Exception. Indemnifying Party will have no liability for any Data Privacy Claim to the extent such Claim arises from any act or omission of Indemnified Party that impedes or prevents Indemnifying Party's ability to comply with applicable data security and privacy laws.

8.2 Intellectual Property Claims.

A. Frame.io's Obligations. Frame.io will defend, at its expense, any third-party Claim against Client made during the Term to the extent the Claim alleges that (1) the Services directly infringe the third-party's patent, copyright, or trademark; or that (2) Frame.io has

misappropriated the third-party's trade secret ("Infringement Claim"). Frame.io will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Frame.io).

B. Frame.io's Response. In the defense or settlement of any Infringement Claim, Frame.io may , at its sole option and expense: (1) procure for Client a license to continue using the Products and Services under the terms of this Agreement; (2) replace or modify the allegedly infringing Service(s) to avoid the infringement; or (3) where (1) or (2) are not reasonably or commercially feasible, terminate Client's license and access to the Services (or its infringing part) and refund any prepaid unused fees as of the date of termination.

C. Exceptions. Frame.io will have no liability for any Infringement Claim that arises from any: (1) use of the Services in violation of this Agreement; (2) modification of the Services by Client (or any third-party acting on Client's behalf); (3) failure by Client to install the latest updated version of the Services as requested by Frame.io to avoid infringement; or (4) third-party products, services, hardware, software, or other materials, or combination of these with the Services would not be infringing without this combination.

8.3 Conditions. Indemnifying Party, as applicable, will have no liability for any Claim under section 8.1 or 8.2 that arises from any failure of Indemnified Party to: (A) notify Indemnifying Party in writing of the Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that Indemnifying Party is prejudiced by this failure; (B) provide Indemnifying Party with reasonable assistance requested by Indemnifying Party for the defense or settlement (as applicable) of the Claim; (C) provide Indemnifying Party with the exclusive right to control and the authority to settle the Claim; or (D) refrain from making admissions or statements about the Claim without Indemnifying Party's prior written consent.

8.4 Sole and Exclusive Remedy. The remedies in this Section 8 (Indemnities) are, in addition to any termination or suspension remedies expressly set forth in this Agreement, Indemnified Party's sole and exclusive remedies and Indemnifying Party's sole liability regarding the subject matter giving rise to any Claim, including any claims regarding confidentiality obligations involving Client Content that may arise from an incident resulting in a Data Privacy Claim (notwithstanding anything to the contrary in section 9(C)).

9. Limitation of liability.

(A) SUBJECT TO SECTION 9(C), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES ARISING UNDER OR RELATING TO THIS AGREEMENT. THIS SECTION 9.1 DOES NOT APPLY TO THOSE AMOUNTS EXPRESSLY RECOVERABLE BY THE INDEMNIFIED PARTY UNDER SECTION 8 REGARDLESS OF HOW SUCH AMOUNTS ARE CLASSIFIED FOR DAMAGES PURPOSES.

(B) SUBJECT TO SECTION 9(C), IN NO EVENT WILL A PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS HEREUNDER EXCEED THE AMOUNT PAID BY THE CLIENT TO FRAME.IO DURING THE TWELVE (12) MONTHS BEFORE THE INITIAL CLAIM, PROVIDED, HOWEVER, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS UNDER SECTION 8 (INDEMNITY) IS LIMITED TO THE GREATER OF ONE-MILLION DOLLARS USD ($1,000,000) OR TWO (2) TIMES THE AGGREGATE OF THE FEES PAYABLE BY CLIENT UNDER THE APPLICABLE ORDER FORM,.

(C) SECTIONS 9(A) AND 9(B): (I) APPLY REGARDLESS OF THE FORM OR SOURCE OF CLAIM OR LOSS, INCLUDING NEGLIGENCE, WHETHER THE CLAIM OR LOSS WAS FORESEEABLE, AND WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE CLAIM OR LOSS; AND (II) DO NOT APPLY TO ANY BREACH OF SECTION 5 (CONFIDENTIALITY), CLIENT'S LIABILITY FOR CLAIMS ARISING OUT OF USE OF THE SERVICES BEYOND THE SCOPE OF ANY LICENSE OR RIGHTS GRANTED UNDER THIS AGREEMENT, OR CLIENT'S FAILURE TO PAY ANY AMOUNTS OWING TO FRAME.IO UNDER THIS AGREEMENT.

10. Term & termination.

10.1 Term. This Agreement shall commence on the Effective Date and, unless earlier terminated as provided herein, shall continue for one (1) year (the "Term"). Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

10.2 Termination. This Agreement may be earlier terminated by either Party (a) if the other Party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching Party, or (b) immediately upon written notice, if the other Party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other Party's property, or the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other Party and is not dismissed within ninety (90) days, or the other Party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

10.3 Effect of Termination. Upon any expiration or termination of this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive and (b) the provisions of Sections 1, (Definitions), 3 (Restrictions), 4 (Proprietary Rights), 5 (Confidentiality), 6 (Payments), 7 (Warranties and Disclaimers), 8 (Indemnification), 9 (Limitation of Liability), 11 (General Provisions) and this Section 10.3 shall survive.

11. General Provisions.

11.1 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement, including any confidentiality agreements pertaining to the Services provided under this Agreement, and all past dealing or industry custom. Any inconsistent or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement, even if Frame.io accepts or does not otherwise reject the purchase order or other form.

11.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together constituting one and the same instrument. Execution of a facsimile (e.g., .pdf or electronic signature) copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.

11.3 Modification and Waiver. No change, consent or waiver under this Agreement will be binding on either Party unless made in writing by an authorized representative of such Party. The failure of either Party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

11.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.5 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts of laws provisions thereof, and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. Exclusive jurisdiction and venue for actions related to this Agreement will be the state and federal courts located in Santa Clara, State of California, and both parties consent to the jurisdiction of such courts with respect to any such actions.

11.6 Remedies. Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each Party agrees that, in the event of any breach or threatened breach of Section 4 or 5, the non-breaching Party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching Party shall be entitled to seek injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

11.7 Notices. Except as otherwise provided herein, all notices under this Agreement will be in writing, in English and delivered to the parties at their respective addresses stated herein (and, with regard to Frame.io, with a copy to ContractNotifications@adobe.com) or at such other address designated by written notice. Notices will be deemed to have been

duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

11.8 Publicity. Neither Party will refer to the other in any form of publicity relating to the Services hereunder unless it has received the other Party's consent; provided, however, that Frame.io is permitted to use Client's name and logo for the limited purpose of identifying Client as a customer of Frame.io.

11.9 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations, unless entirely prevented by the force majeure event) due to any cause beyond its reasonable control, the affected Party shall give written notice thereof to the other Party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

11.10 Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either Party without the other Party's written consent, not to be unreasonably withheld. However, without consent, either Party may assign this Agreement or delegate its obligations, in whole or in part, to its Affiliates or to any successor to all or substantially all of its business which concerns this Agreement (whether by sale of assets or equity, merger, consolidation or otherwise), provided such successor is not insolvent or otherwise unable to assume the obligations set forth herein. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto.

11.11 Independent Contractors. The Parties shall be independent contractors under this Agreement, and nothing herein will constitute either Party as the employer, employee, agent or representative of the other Party, or both parties as joint venturers or partners for any purpose.

11.12. Translations. The English version of this Agreement is binding and other translations are for convenience only, except as otherwise required by law.

11.13. Insurance. Each Party shall maintain insurance of the types and in amounts as are standard in its industry.