

Reelway Master Subscription Agreement

THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN CUSTOMER AND REELWAY GMBH. BY ACCESSING AND/OR USING THE SERVICE(S), YOU ARE AGREEING, ON BEHALF OF YOURSELF AND/OR YOUR COMPANY, TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS AND/OR USE THE SERVICE(S).

Email: support@reelway.de

1. Definitions.

As used in this Agreement, the following defined terms shall apply:

- 1.1. Agreement means these Terms of Service as may be amended from time to time and any other documents incorporated by reference.
- 1.2. Reelway GmbH means the entity set forth in Section 10 of this Agreement.
- 1.3. Confidential Information means any non-public information and/or materials provided by a Party under this Agreement to the other Party and reasonably understood to be confidential.
- 1.4. Customer means the legal entity or individual that enters into this Agreement.
- 1.5. Effective Date means the date of electronic acceptance of this Agreement by Customer.
- 1.6. My Account means Customer's specific page within the Reelway GmbH website where Customer subscribes to the Services and provides Customer account information such as Registration Data and Payment Information. Customer may access it's My Account page at any time and update certain account information.
- 1.7. Party means individually Customer or Reelway GmbH and Parties means Customer and Reelway GmbH collectively.
- 1.8. Payment Information means limited Customer information related to billing and payment matters collected by Reelway GmbH during the online registration process. Such Payment Information will include a valid debit card or credit card number with available credit sufficient to pay the applicable Subscription Fees, an election of a preferred billing frequency, and other information as required by Reelway GmbH.
- 1.9. Privacy Policy means the Reelway GmbH Privacy Policy which can be viewed by clicking the "Privacy Policy" hypertext link located on the Reelway GmbH website.
- 1.10. Registration Data means limited Customer information collected by Reelway GmbH during the online registration process.

1.11. Services means the generally available services, provided by Reelway to Customer, as subscribed to by Customer hereunder. The Services are described on Exhibit 1 and Reelway may update the Services at any time in order to maintain the effectiveness of the Services.

1.12. Subscription Fee means the fee for Customer's use of and access to the Services as subscribed to by Customer.

1.13. Term means the term of this Agreement commencing on the Effective Date and continuing until the expiration of all subscription period(s), including any renewal subscription period(s), for Services as stated on Customer's My Account page.

2. Customer Rights and Restrictions.

2.1. Customer Access and Use. During the Term of this Agreement, and upon payment of all applicable Subscription Fees, Customer may access and use the Services pursuant to and in accordance with the provisions of this Agreement. Reelway GmbH will enable Customer and its Named Authorized Users to access and utilize the Services as contemplated by the Agreement. Thereafter, Customer shall be solely responsible for selecting and managing its users and providing each of them with the information necessary for access to and use of the Services. Customer may reassign Named Authorized Users, Devices and/or Server(s) without incurring additional fees provided that the number of such Named Authorized Users, Devices and/or Server(s) does not increase. Customer may inform its users, customers and employees that the Services are powered by Reelway GmbH. If Customer's broadband connection fails, the Services and some related services will also fail. The Services may cease to function if there is a power cut or failure. These failures may be caused by reasons outside of the control of Reelway GmbH.

2.2. Reverse Engineering. Except to the extent permitted by law, Customer may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in connection with the Services and/or any other aspect of Reelway GmbH's technology.

2.3. Abuse. Customer shall not access and/or engage in any use of the Services (i) in a manner that abuses or materially disrupts the networks, security systems, Services and/or websites of Reelway GmbH and/or (ii) to communicate any message or material that is deemed harassing, threatening, indecent, obscene, slanderous, or otherwise unlawful or (iii) upload, store, export, publish or process otherwise content that contains pornography, promotes illegal activity, is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.

2.4. Illegal Purposes. Customer shall not use the Services for fraudulent or illegal purposes. Furthermore Customer shall not use the Services to record phone communications without notifying the concerned persons and participants that it is recording such communications.

2.5. Resale. Customer shall not market, offer to sell, sell and/or otherwise resell the Services to any third Party.

2.6. No Representation by Customer. Neither Customer nor any of its Named Authorized Users, customers, employees or representatives shall make any representations with respect to Reelway GmbH, the Services or this Agreement (including, without limitation, that Reelway GmbH is a warrantor or co-seller of any of Customer's products and/or services).

2.7. Cookies. By using the Reelway GmbH Services or websites, Customer agrees to the use of cookies. Cookies are small text files that contain data and are used to enhance Customer's experience. Reelway GmbH uses cookies to facilitate the use of the Services and websites. Analytical cookies are used to collect information to improve how the Services and websites work. Functional cookies are used to store Customer's preferences and improve the functionality of the Services.

2.8. Limited Grant of Rights. No other rights are granted hereunder to Customer except as expressly set forth in this Agreement.

3. FREE TRIAL

The Free Trial offered to User is a gratuitous service for which no binding contract is undertaken with the User. Reelway™ cannot be held liable or responsible as a result of giving access to these free services. If User registers for a free trial, Reelway™ may make one or more Services available to User on a trial basis free of charge until the earlier of (a) the end of the free trial period or (b) the start date of any Purchased Services. Additional trial terms and conditions may appear on the trial registration web page. As part of its benefit received for using this free service, User agrees that additional terms and conditions that may apply to User are binding upon User and are incorporated into this Agreement by reference and are therefore also legally binding.

Reelway™ DOES NOT WARRANT THAT ANY DATA ENTERED INTO THE Reelway™ INTERFACE OR USER DATA AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR USER, DURING USER'S FREE TRIAL CAN BE RETRIEVED ONCE THE FREE TRIAL PERIOD IS ENDED. Reelway™ WILL UNDERTAKE BEST EFFORTS TO MAINTAIN SUCH DATA AFTER THE FREE TRIAL PERIOD IF USER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, OR PURCHASE UPGRADED SERVICES, BEFORE THE END OF THE TRIAL PERIOD IS ENDED. NO WARRANTY IS MADE AS TO THE CAPACITY TO MAINTAIN THIS DATA SUBSEQUENT TO THE FREE TRIAL PERIOD. DURING THE FREE TRIAL, THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY.

4. Online Registration.

To subscribe to Services via the various Reelway GmbH product websites, Customer must complete the online registration process, including Customer's electronic acceptance of this Agreement, and Reelway GmbH must then accept such online registration. Reelway GmbH may reject an online registration by a potential Customer in its sole discretion and is not obligated to provide a reason for its rejection. In the event a potential Customer's online registration is rejected by Reelway GmbH, such potential Customer may submit a new online registration for re-evaluation by Reelway GmbH.

4.1. Registration Data. All Registration Data provided by or on behalf of Customer must be current, complete and accurate, and Customer is solely responsible for updating such Registration Data as

necessary. Reelway GmbH reserves the right to terminate this Agreement immediately in the event any Registration Data is found to be inaccurate, incomplete and/or not current at any time. Customer is hereby informed that Registration Data is subject to automatic processing by Reelway GmbH for the purposes of managing Customer's account. Customer will have access to Registration Data and may update or correct it as necessary.

4.2. Account Password/Security. As part of the online registration process, Customer will choose a password and a user name. Customer is entirely responsible for maintaining the confidentiality of its password and account, and Customer is solely responsible for any and all activities that occur under its account. Customer agrees to notify Reelway GmbH immediately of any unauthorized use of its account or any other breach of security. Reelway GmbH shall not be liable for any loss that Customer may incur as a result of a third party using its password or account, either with or without its knowledge. Customer may be held liable for losses incurred by Reelway GmbH and/or another party due to a third party using Customer's account or password.

4.3. Payment Information. All Payment Information provided by or on behalf of Customer must be current, complete and accurate, and Customer is solely responsible for updating such Payment Information as necessary. Customer hereby authorizes Reelway GmbH, from time to time, to take steps to determine whether the debit card or credit card number provided is valid. Reelway GmbH reserves the right to terminate this Agreement immediately in the event any Payment Information is found to be inaccurate, incomplete and/or not current at any time. Reelway GmbH shall not be responsible for any overdraft charge or other fees that may be incurred by Reelway GmbH's use of Customer's debit card or credit card for payment hereunder.

4.4. Trial and Promotional Offers. From time to time, Reelway GmbH may offer certain trial and/or promotional offers. Reelway GmbH reserves the right to discontinue or modify coupons, credits, trials and promotional offers at its discretion and without notice. Any such trial or promotional offers may not be combined with other coupons, credits, trials, promotions or any other discounts, and are limited to one (1) per Customer. The details of any trial or promotional offers applicable to Customer shall be listed on Customer's My Account page and/or the Reelway GmbH website offering the trial.

4.5. Privacy Policy. Reelway GmbH's use of any information provided by Customer, including without limitation, Registration Data and Payment Information, is set forth in Reelway GmbH's current Privacy Policy.

5. Term and Termination.

5.1. Term. This Agreement shall commence on the Effective Date and continue for the Term.

5.2. Termination for Cause. Reelway GmbH reserves the right to terminate this Agreement immediately if Customer breaches any of its material obligations under this Agreement.

5.3. Effect of Termination. Upon termination of this Agreement, Customer will immediately discontinue all access to and use of the Services and cease to represent in any form that it is a user of the Services. Reelway GmbH will immediately disable Customer's account upon termination. Neither Party shall be liable for any damages resulting from a termination of this Agreement in accordance

with this Section 4.3; provided, however, the termination of this Agreement shall not affect any claim arising prior to such termination.

6. Fees and Charges.

6.1. Subscription Fees. Customer is responsible for all Subscription Fees, and hereby authorizes Reelway GmbH to obtain payment of all such Subscription Fees in accordance with the Payment Information, as stated on Customer's bill. Customer shall also be responsible for all applicable taxes (withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), etc.) or duties imposed by any government entity or collecting agency EXCEPT those taxes based on Reelway GmbH's net income. In the event Customer fails to satisfy its tax and/or duty obligations herein, Customer shall reimburse Reelway GmbH upon demand for any taxes and/or duties paid on behalf of Customer and shall indemnify and hold Reelway GmbH harmless against any claim and/or liability (including penalties) resulting from Customer's failure to pay such taxes and/or duties.

6.2. Storage and Third party service fees. Customer is responsible for all storage and third-party service Fees, and hereby authorizes Reelway GmbH to obtain payment of all such storage and service Fees in accordance with the Payment Information, as stated on Customer's bill.

6.3 Connection Fees. Customer shall be responsible for all fees and charges imposed on Customer by Customer's telephone carriers, wireless providers, and other data transmission providers for data transmission used by Customer to access and use the Services.

7. Confidentiality.

Unless expressly authorized in writing by the other Party, neither Party shall disclose to any third party any Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. The foregoing restrictions do not apply to any information that (i) is publicly disclosed through no fault of the receiving Party, (ii) is already lawfully in the receiving Party's possession and not subject to a confidentiality obligation to the disclosing Party, (iii) becomes known to the receiving Party from a third party having an apparent bona fide right to disclose the information, or (iv) is Confidential Information that the receiving Party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided receiving Party supplies disclosing Party with timely notice of such court order or subpoena. Furthermore, Customer will keep in confidence all passwords and/or other access information related to the Services. Customer acknowledges that Reelway GmbH, and its licensors, retain all intellectual property rights and title, in and to, all of their Confidential Information and/or other proprietary information. This shall include, but not be limited to: products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Services provided by Reelway GmbH hereunder.

8. WARRANTY. REELWAY GMBH WARRANTS THAT (i) ANY SERVICES PROVIDED HEREUNDER WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER; (ii) THE SERVICES WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE APPLICABLE SERVICE DOCUMENTATION UNDER

NORMAL USE AND CIRCUMSTANCES; AND, (iii) THE FUNCTIONALITY OF THE SERVICES WILL NOT BE MATERIALLY DECREASED DURING THE TERM. REELWAY GMBH'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT THE SOLE OPTION OF REELWAY GMBH AND SUBJECT TO APPLICABLE LAW, TO PROVIDE RESTORED SERVICE(S) WHICH CONFORMS TO THESE WARRANTIES OR TO TERMINATE THE SERVICE(S) AND PROVIDE A PRO-RATED REFUND OF ANY PREPAID SUBSCRIPTION FEES (FOR THE PERIOD FROM THE DATE OF THE BREACH THROUGH TO THE END OF THE TERM). TO THE EXTENT PERMITTED BY APPLICABLE LAW, REELWAY GMBH DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. REELWAY GMBH MAKES NO WARRANTY THAT ANY OF THE SERVICES WILL MEET THE REQUIREMENTS OF CUSTOMER OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

9. LIMITATION ON LIABILITY. IN NO EVENT SHALL REELWAY GMBH BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THIS AGREEMENT OR WHETHER DIRECT OR INDIRECT, (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, AND (v) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, AND WHETHER OR NOT REELWAY GMBH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, REELWAY GMBH'S LIABILITY HEREUNDER IS LIMITED TO \$50.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

10. Contracting Party, Choice of Law and Location for Resolving Disputes.

The Reelway GmbH contracting entity under this Agreement, the applicable notice address, governing law and jurisdiction to resolve disputes (including non-contractual disputes and claims) is listed below:

10.1 Contracting Entity and Jurisdiction. Customer is contracting with:

Reelway GmbH registered in Germany under registration number: 69026

Registered address:

Eupener Str. 161a. 6th Floor

DE-50933 Köln (Cologne)

GERMANY

VAT number: DE272441865

The governing law is the law of Germany.

For customers from Germany, Customer agrees that it shall utilize the Services only for business or professional use and shall enter into a legal transaction with Reelway GmbH only in such capacity. If Customer wants to initiate out-of-court dispute resolution mechanisms according to the provisions of the Telecommunications Act and its executive regulations Customer may submit an application to the German Federal Network Agency, Bonn, Germany.

10.2 In the event of any dispute arising out of or in connection with the present contract, the parties agree to submit the matter to settlement proceedings under the International Chamber of Commerce (ICC) Alternative Dispute Resolution (ADR) Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for ADR or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules of Arbitration.

10.3 Each Party shall appoint their respective arbitrator. The two Party-appointed arbitrators shall jointly appoint the third and presiding arbitrator in accordance with the said Rules of Arbitration.

10.4 The Arbitration proceedings shall be conducted and the award of the arbitrators shall be rendered in the English Language. The venue of Arbitration shall be Cologne, Germany. The Arbitration award shall be final and binding on the Parties as from the date rendered.

11. Additional Terms.

11.1. Relationship of the Parties. Customer and Reelway GmbH are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

11.2. Assignment. Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part, and any such attempted assignment or delegation shall be void.

11.3. Force Majeure. Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a Party.

11.4. Notice. Reelway GmbH may provide Customer with notice via email, regular mail and/or postings on the Reelway GmbH website.

11.5. High-Risk Use. Customer hereby acknowledges that the Services are not designed or intended for access and/or use in or during high-risk activities including, but not limited to: medical procedures; online control of aircraft, air traffic, aircraft navigation or aircraft communications; or the design, construction, operation or maintenance of any nuclear facility. Reelway GmbH hereby expressly disclaims any express or implied warranty of fitness for such purposes.

11.6. Compliance with Laws. Both Parties agree to comply with all applicable local, state, national and foreign laws, rules, and regulations, including, but not limited to, all applicable export and import laws and regulations, in connection with their performance, access and/or use of the Services under this Agreement. Notwithstanding the preceding sentence, Reelway GmbH does not guarantee that the Services shall be appropriate and/or available for use in any particular location and Customer is responsible for compliance with local laws to the extent applicable. Reelway GmbH reserves the right to modify the Services for any reason, without notice and without liability to Customer or any end user. Customer shall comply with all legal duties applicable to the Customer including obligations as data controller by virtue of Customer's role as meeting organizer and/or Named Authorized User. Customer must provide the relevant persons and/or participants with all information Customer is required by law to provide and, if necessary, must obtain the consent of these persons and/or participants. Notwithstanding any other provision in this Agreement, Reelway GmbH shall have the right to terminate this Agreement immediately upon the determination by Reelway GmbH that Customer is not in compliance with U.S. export laws or violates any government privacy and/or data protection laws.

11.7. No Waiver. The failure of either Customer or Reelway GmbH in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).

11.8. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect and the Parties agree to comply with the remaining terms of this Agreement in a manner consistent with the original intent of the Agreement.

11.9. No Third Party Beneficiaries. No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

11.10. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and understandings with respect to the same. No waiver or amendment of any term or condition of this Agreement shall be valid or binding on either Party unless agreed to in writing by both Parties.

11.11. Captions and Headings. Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement.

11.12. Controlling Language. The English language version of this Agreement shall be the controlling version and is incorporated by reference into any translation of this Agreement. Any translation or other language version of this Agreement shall be provided for informational purposes only.

11.13. References. Pronouns contained in this Agreement shall apply equally to the feminine, neuter and masculine genders. The singular shall include the plural, and the plural shall include the singular.

11.14. Beta version. The terms of this subsection 11.14 shall only apply to Customer with respect to any "Beta" version of any of the Services (the "Beta Services") made available to Customer for purposes of evaluation and feedback. Customer acknowledges that the Beta Service(s) Customer is evaluating may contain bugs, errors and other problems and is provided to Customer "as-is."

Therefore, to the extent permitted by applicable law, Reelway GmbH disclaims any warranty, condition and/or liability obligations to Customer of any kind with respect to the Beta Services. Customer further acknowledges the importance of communication between Reelway GmbH and Customer during Customer's use of the Beta Services and participation in Reelway GmbH's Beta program and hereby agrees to receive related correspondence and updates from Reelway GmbH. In the event Customer requests to opt-out from such communications, Customer's participation in the Reelway GmbH Beta program will be canceled. Customer also hereby acknowledges that Reelway GmbH has not made any representations, promises or guarantees that the Beta Services will ever be announced or made available to anyone in the future and that Reelway GmbH has no express or implied obligation to Customer to announce or introduce the Beta Services. During the Reelway GmbH Beta program, Customer will be asked to provide feedback regarding Customer's use of the Beta Service(s) and Customer hereby grants to Reelway GmbH a perpetual, royalty-free worldwide license to use and/or incorporate such feedback into any Reelway GmbH product or service (including the Beta Services) at any time at the sole discretion of Reelway GmbH. With respect to the Beta Services, this subsection shall supersede any other terms and conditions contained herein, but only to the extent necessary to resolve conflict.

EXHIBIT 1

DESCRIPTION OF SERVICES

1. Description of Services.

The selection(s) made and submitted by Customer during the online registration process will identify the specific Service(s) subscribed to by Customer hereunder and the number of Named Authorized Users for each Service, all of which shall be listed on Customer's My Account page within the Reelway GmbH website. Notwithstanding, this Agreement will apply to any Services subscribed to by Customer at any time on or after the Effective Date. The following describes the Services currently offered by Reelway GmbH:

1.1. Cloud Services:

1.1.1. ReelCloud. By subscribing to the ReelCloud® Service, Customer may access and use the ReelCloud Media Asset Management Service for the purpose of enabling authorized individuals to manage and process digital media files.

1.2. Services Definitions:

1.2.1. Named Authorized User(s) (sometimes referenced as "NAU") means (i) those Customer-designated individuals who may access and use the Services in accordance with this Agreement. Each Named Authorized User must have a unique identifier (i.e. "Named User ID" as defined below), and (ii) for the ReelCloud Service, Customer-designated host PCs or Macs, which may be accessed by authorized individuals in accordance with this Agreement. Customer-designated individuals may include, by way of example, employees, contractors, consultants and agents or third parties with which Customer transacts business as determined by Customer.

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1.2.2. Named User ID means the unique identifier of each Customer-designated individual authorized to use the Services. A Named User ID may not be of a generic nature (e.g., john.doe@company.com is a unique Named User ID; whereas support@company.com, user1@company.com, trainer@company.com, etc., are examples of generic user identifiers).