



This Agreement is a legal agreement between you (the "**Customer**") and Ross Video Limited ("**Ross Video**") specifying the terms and conditions of your purchase of a RossCare® Advantage Plan ("**Plan**"). This Agreement also includes certain terms and conditions of your purchase of the Plan as shown on your original quotation, purchase order, acknowledgement, pro forma, invoice and other purchase documentation for the Ross Products and/or the Extended Warranty (the "**Order**"). By signing the Order, Customer is agreeing to be bound by this Agreement.

1. **DEFINITIONS.** In this Agreement, in addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set out below:

"Acknowledge" means a response by Ross Video to Customer that indicates the Support Request has been received and a case ticket opened and email notification with the case number forwarded to the Customer.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person. A Person shall be deemed to control a Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" and "controlling" shall have a similar meaning.

"Agreement" means this RossCare® Advantage Agreement including the recitals hereto, the Order and all schedules annexed thereto, as the same may be amended from time to time.

"Change of Control" means (a) the direct or indirect sale, transfer or exchange by the shareholders of a Party of more than fifty percent (50%) of the voting securities of such Party, (b) a merger or amalgamation or reorganization or other transaction to which a Party is party after which the shareholders of such Party immediately prior to such transaction hold less than fifty percent (50%) of the voting securities of the surviving entity, (c) the sale, exchange, or transfer of all or substantially all of the assets of a Party.

"Data Protection Laws" means the *General Data Protection Regulation* of the European Union, the UK *Data Protection Act (2018)*, the *California Consumer Privacy Act*, the *Personal Information Protection and Electronic Documents Act* (Canada) and like legislation for the protection of personal information of natural persons wherever applicable to delivery of the Plan to the Customer.

"Designated Equipment" shall mean (a) the hardware products sold by Ross Video to Customer on which the Software is installed and licensed for use, as the same may be replaced from time to time by Ross Video; or (b) in the case of Software licensed on a stand-alone basis, the equipment of the Customer on which the Software is to be installed and that meets the minimum specifications set out in the Documentation.

"Documentation" means the user manuals, instruction guides user documentation or other related materials of any kind relating to the Ross Products that are provided by Ross Video to the Customer from time to time during the period of ownership and use of the Ross Products by the Customer;

"Equipment" shall mean the hardware products sold by Ross Video to the Customer that are the subject of the Plan, as described in the Order, as the same may be repaired, Modified, Improved or replaced from time to time by Ross Video;

"Equipment Warranty Period" means, in connection with the Equipment, the warranty period of one

(1) year from the date of shipment unless otherwise specified in the table below:

Product Category	Equipment Warranty Period
openGear	Five (5) years from the date of shipment
Master Control Systems	Five (5) years from the date of shipment
Nielsen Encoders	Five (5) years from the date of shipment

"EULA" means the Ross Video Limited End User Software License Agreement entered into between the Customer and Ross Video in connection with any Ross Product.

"Extended Warranty" has the meaning ascribed to it in Section 2 of this Agreement;

"Governmental Authority" means (a) and federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and (b) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

"Improvements" means all inventions, works, discoveries, improvements and innovations of or in connection with the Equipment made by or on behalf of Ross Video; and **"Improve"** shall mean the implementation of any of the foregoing.

"Incident" means an issue in the commissioning and/or normal functioning of a Ross Product that gives rise to a Support Request.

"License Period" means the period of time that Licensee will have the rights granted under the EULA, as may be specified in the Order.

"Modifications" means any enhancements, changes, corrections, improvements, developments, upgrades or updates to the Ross Products, or any of them; and **"Modify"** shall mean the creation of any of the foregoing;

"Order" has the meaning given to it in the introduction to this Agreement;

"Parties" means both Ross Video and Customer and "Party" means either one of them as the context requires;

"Person" will be broadly interpreted and includes (a) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative; (b) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, as association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (c) a Governmental Authority.

"Plan" has the meaning given to it in the introduction to this Agreement;

"Priority Level" means each Incident priority level described opposite the named priority level under "Description" in the chart in Section 6(a).

"Resolution" In the case of Software means the implementation of a fully tested repair and resolution of an Incident, which returns the Ross Products to their full and proper operation, but does not include a Workaround. In the case of Hardware, means that Ross Video has dispatched the replacement parts.

"Response" means a Ross Video communication to Customer to the effect that a support ticket has been opened and a support agent has been assigned to the ticket.

"Ross Products" means the Equipment and/or Software sold by Ross Video to the Customer that is/are supported by the Plan in accordance with this Agreement.

"Ross Video" means Ross Video Limited or, if any Affiliate of Ross Video Limited enters into this Agreement with Customer, it means such Affiliate of Ross Video Limited.

"Software" means the software products sold by Ross Video to the Customer that are the subject of the Plan, as described in the Order, as the same may be repaired, Modified, Improved or replaced from time to time by Ross Video.

"Software Maintenance Period" means, in connection with the Software, the maintenance period of one (1) year from the date of shipment unless otherwise specified in the table below:

Product Category	Software Maintenance Period
Switchers	For the life of the Designated Equipment
NK Routers	For the life of the Designated Equipment
Master Control System Software (Dashboard)	For the life of the Designated Equipment
openGear	For the life of the Designated Equipment
Nielsen Encoders	For the life of the Designated Equipment
Sports Analysis - non-perpetual licenses only	For the License Period,

"Software Modification" means a Modification to the Software;

"Support Request" means request for support made by the Customer as regards an Incident relating to a Ross Product.

"Support Services" has the meaning ascribed to it in Section 6(a) of this Agreement.

"Support Request Response Time" has the meaning ascribed to it in Section 6(c) of this Agreement.

"Warranty Period" means the Equipment Warranty Period or the Software Maintenance Period, as the context requires.

"Workaround" means a temporary workaround to an Incident which allows the resumption of operational use of the Ross Products, albeit that the applicable Ross Product may not be returned to its full and proper state of operation and may still require a permanent resolution. A Workaround may include solutions which require human intervention or additional hardware or software which would no longer form part of the Ross Products once a permanent resolution has been achieved.

"Year 1" means the twelve (12) month period commencing on the date of shipment of the Ross Product and terminating as of the close of business on the day before the first anniversary thereof.

2. WARRANTY PERIOD AND EXTENDED WARRANTY. Unless extended in accordance with this Section 2, Year 1 shall be the Warranty Period for any Ross Product purchased by Customer from Ross Video. Customer shall have the option of purchasing an extended warranty for the Ross Products in one (1) year increments from and after the end of Year 1 (the "Extended Warranty") at Ross Video's warranty fee rates then in effect for the Plan. Upon purchase of an Extended Warranty, the Warranty Period for the Plan shall be deemed to be extended for each such one (1) year increment and the terms and conditions of this Agreement shall remain in full force and effect for such Extended Warranty period. Terms of payment shall be identified on the quotation documents provided by Ross Video to Customer. Taxes on the Plan are extra.

3. IMPROVEMENTS AND MODIFICATIONS. The Customer may from time to time request Ross

Video to incorporate certain Improvements and/or Modifications into the Ross Products. Ross Video may, in its sole discretion, undertake to incorporate and provide such Improvements and/or Modifications to the Customer with or without payment of a fee to be negotiated at the time of such request. All Improvements and/or Modifications, whether recommended and developed by Ross Video or Customer, shall be considered the sole property of Ross Video and shall be used by the Customer pursuant to the terms of this Agreement.

4. LIMITED REPRESENTATIONS AND WARRANTIES.

a) Equipment Warranties

Ross Video represents and warrants that:

- i. During the Equipment Warranty Period the Equipment will be in full conformity with the specifications for the Equipment provided to Customer; and
- ii. the Equipment will be merchantable, of good material and workmanship, free from any material defects, and will be fit for the normal business use intended by Customer.

b) Warranty Exclusions and Inclusions

Notwithstanding the above, all of Ross Video's obligations with respect to such representations and warranties shall be contingent on the Customer's use of the Equipment in accordance with this Agreement, normal industry practice and Ross Video's instructions for such Equipment as provided in the Documentation. Ross Video shall have no warranty obligations where any Equipment failure occurs as a result of misuse, neglect, accident, abuse, misapplication improper installation, unauthorized modification, extreme power surge or extreme electromagnetic field or other Acts of God. Ross Video shall pass through to the Customer the benefit of all warranties from third party manufacturers and suppliers.

c) Software Maintenance

Ross Video represents and warrants that:

- (i) During the Software Maintenance Period the Software is warranted to be free from material defects under normal use;
- (ii) Except as expressly stated herein, no disabling mechanism or protection feature designed to prevent the Software's use, including any computer virus, worm, lock, drop dead device, Trojan-horse routine, trap door, time bomb or any other codes or instructions that may be used to access, Modify, delete, damage or disable the Software or any other hardware or computer system, will be used or activated by Ross Video in respect of Software that is delivered to Customer under a valid license; and
- (iii) The Software, if properly installed and used with Designated Equipment, will perform substantially as described in Ross Video's then current Documentation for such Software for the Software Maintenance Period.

d) Warranty Exclusions and Inclusions

Notwithstanding the above, Ross Video does not warrant that the Software is or will be error free; further, all of Ross Video's obligations with respect to the warranties set out in paragraph (c) above shall be contingent on Customer's use of the Software in accordance with the terms and conditions of the EULA and Ross Video's instructions as provided in the Documentation. Ross Video shall have no warranty obligations where any Software failure occurs as a result of misuse, neglect, accident, abuse, misapplication, improper installation, unauthorized modification, extreme power surge or extreme electromagnetic field or other Act of God. Ross Video shall pass through to Customer the benefit of all warranties from third party manufacturers and suppliers.

5. SUPPORT SERVICES

- a) The core of the Plan is the support services described in this Section 5 which Ross Video shall provide to the Customer in connection with the Ross Products (the "Support Services").

- b) Telephone and email support from Ross Video technicians are included in the Plan at no extra charge in accordance with and subject to Ross Video policy. If Ross Video personnel are required to attend at the Customer's location to do any warranty work under the Plan, Customer will be charged for reasonable out of pocket expenses incurred in connection with such warranty work.
- c) Ross Video will respond to Support Requests within the response times (each a "Support Request Response Time") set forth below and resolve or correct the issue identified in the Support Request within the Resolution times set forth below subject to circumstances that are reasonably beyond Ross Video's control, such as the root cause of a problem being situated in a non-Ross Video product, unforeseeable supply chain delay or force majeure events. Ross Video, in its reasonable judgment, will determine the Priority Level of each Support Request.

Priority Level	Support Request Response Times*	Description
Emergency	5 min Acknowledge 30 min Response 4-hour Workaround Resolution: 24 hours	An event and/or problem that has a significant business impact, or an immediate severe impact to a core business process or an operation that is mission critical to the business. The event and/or problem may render the Ross Product(s) non-functional
Major	5 min Acknowledge 30 min Response 6-8 hour Workaround Resolution: 72 hours	The presence of a major error implies that Ross Products and/or Documentation cannot be substantially used, or have a major negative impact on the total system operation, system functionality, or system reliability
Minor	5 min Acknowledge 4 hour Response 24-hour Workaround Resolution: Next Release	The presence of a medium severity error seriously affects the functionality of Ross Products and Documentation, but can be circumvented so that Ross Products and/or Documentation can be used, or implies that a program or function in a Ross Product or Documentation cannot be used although other programs or functions remain unaffected, or implies that Ross Products and Documentation as a whole function but a certain function is somewhat disabled, gives incorrect results or does not conform to the Documentation or any agreed standards
Trivial	5 min Acknowledge 24 Hour Response 48-hour Workaround Resolution: Next major release	A low severity error or general inquiry that has no significant effect on the functionality of Ross Products or the usability of Documentation.
* Support Request Response Times are conditional upon Customer's cooperation in providing information required to process a Support Request in the necessary time frames.		

d) Reporting

Ross Video shall supply to the Customer's designated staff access to the Customer's current and historical cases during the term of this Agreement. Additionally, Ross Video shall supply to Customer such additional reporting on the Support Services as Ross Video and Customer shall determine to be necessary and desirable from time to time during the term of this Agreement.

e) Software Modifications

During the Software Maintenance Period, Ross Video shall supply downloadable Software Modifications upon request of Customer, when available, at no extra charge to Customer. Notwithstanding the foregoing, Ross Video shall be under no legal obligation to create or release Software Modifications at any time or in accordance with a fixed schedule.

f) Replacement Parts

Under the Plan, replacement parts for Ross Products are free to the Customer. Further, Ross Video shall be responsible for and shall pay all shipping and handling charges. Customer is responsible for any customs duties and taxes in connection with the replacement parts and delivery of replacement parts to the Customer's location, if applicable. Ross Products will be shipped using the Incoterm DAP (defined in Appendix A), the customer will act as the importer of record.

g) Return of Defective Parts

The Customer will follow the following guidelines for customs valuation, product identification and Insurance when returning defective parts to Ross Video. The goods shall be returned using the Incoterm FCA (defined in Appendix A).

- (i) The value determined for the replacement product shall be for customs purposes only and declared using fair market value for same/similar goods. Ross Video will follow customs valuation regulations and will not alter value to offset import fees.
- (ii) All documentation (shipping labels, packing lists, customs Invoices, etc) and packaging must clearly state the RMA Number that has been assigned to the return. Only products that have been authorized on the RMA shall be returned to Ross Video Limited. All RMA's must clearly be listed on documentation and packaging when consolidated returns are transacted.
- (iii) Ross Video is self-insured under its corporate policy, shipper shall not declare a value for carriage or purchase insurance from the carrier for any RMA returns to Ross Video or its consolidation warehouse.

6. **LIMITATION OF LIABILITY.** The limitation of liability provisions of this Agreement reflect an informed voluntary allocation of the risks (known and unknown) that may exist in connection with the warranty work being undertaken hereunder by Ross Video under the Plan, and that such voluntary risk allocation represents a material part of this Agreement. Should Ross Video be in breach of any obligation, Customer agrees that Customer's remedies will be limited to those set forth in this Agreement. No action, regardless of form, arising out of this Agreement may be brought by Customer more than twelve (12) months after the facts giving rise to the cause of action have occurred, regardless of whether those facts by that time are known to, or reasonably ought to have been discovered by, Customer.

- (A) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ROSS PRODUCTS AND DOCUMENTATION ARE PROVIDED "AS IS" AND ROSS VIDEO (I) MAKES NO OTHER REPRESENTATIONS, AND PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY, BY USAGE OF TRADE CUSTOM OF DEALING, BY VIRTUE OF ANY OTHER CONTRACT OR DOCUMENT RELATING TO THE PURCHASE OF A ROSS PRODUCT THAT IS SUPPLIED BY CUSTOMER (ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED) OR OTHERWISE, AND (II) SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF UNINTERRUPTED OR ERROR FREE OPERATION, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (B) IN NO EVENT SHALL ROSS VIDEO, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY CLAIM FOR INDIRECT,

CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED DAMAGES; LOST PROFITS, OR LOST REVENUE ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, OR IN TORT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (C) IN ANY EVENT THE AGGREGATE LIABILITY OF ROSS VIDEO, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FOR ANY CLAIM FOR DIRECT DAMAGES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT TO EXCEED THE AMOUNT OF MONEY PAID TO ROSS VIDEO UNDER THIS AGREEMENT.

7. TERM AND TERMINATION.

- (1) Unless terminated earlier in accordance with the terms of this Agreement, the term of this Agreement shall commence on the date the Ross Products are shipped to Customer and continues until the expiration of the Warranty Period, as extended by the purchase of any Extended Warranty, applicable to that Ross Product.
- (2) Either Party shall have the right on notice to the other Party to terminate this Agreement if:
- (a) the other Party fails to pay any fees or other amounts when due hereunder or under any Purchase Document in connection with the Ross Products and such breach is not cured within thirty (30) days after written notice of such failure to pay is given to the defaulting Party by the non-defaulting Party;
 - (b) the other Party shall file a voluntary petition in bankruptcy or insolvency or shall petition for reorganization under any bankruptcy law, consent to an involuntary petition in bankruptcy, or if a receiving order is given against it under the *Bankruptcy and Insolvency Act* (Canada) or the comparable law of any other jurisdiction (and such is not dismissed within ten (10) days);
 - (c) there shall be entered an order, judgment or decree by a court of competent jurisdiction, upon the application of a creditor, approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of the other Party's assets and such order, judgment or decree continues in effect for a period of thirty (30) consecutive days; or
 - (d) the other Party shall fail to perform any of the other material obligations set forth in this Agreement and such default, in the case of a default which is remediable, continues for a period of thirty (30) days after written notice of such failure has been given by the non-defaulting Party or, in the case of a non-remediable default, immediately upon notice.
8. **FORCE MAJEURE.** Dates and times by which Ross Video is required to render performance under this Agreement shall be automatically postponed to the extent and for the period that Ross Video is prevented from meeting them by reason of events of force majeure or any cause beyond its reasonable control provided Ross Video notifies Customer of the commencement and nature of such cause and uses its reasonable efforts to render performance in a timely manner.
9. **ASSIGNMENT.** Ross Video may assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, upon notice to Customer. Customer shall not assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Ross Video, which consent may not be unreasonably withheld. This Agreement ensures to the benefit of and is binding upon each of the Parties and their respective successors and permitted assigns.
10. **GOVERNING LAW.** If Customer acquired the Ross Product(s) in the United States or Canada, the laws of the state or province where Customer's principal place of business is located govern the interpretation of this Agreement, claims for its breach, and all other claims regardless of conflict of laws principles. If Customer acquired the Ross Product(s) in the European Union or the United Kingdom, then the laws of England and Wales apply. If Customer acquired the Ross Product(s) in any other country, then the laws of the Province of Ontario, Canada shall apply.
11. **DATA PROTECTION.** The Parties shall comply with all relevant Data Protection Laws in the

performance of this Agreement.

12. **AMENDMENT AND WAIVER.** No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
13. **SEVERABILITY.** Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect (a) the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or
(b) the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.
14. **ENTIRE AGREEMENT.** This Agreement, and any other documents referred to herein, constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations and other communications between the Parties.

APPENDIX A – Incoterms 2020 Obligations

1. DAP (Delivered At Place) Incoterms 2020, Named Destination

Shipper's Obligations (Ross Video):

- i. Arrange and pay for transportation to a specified destination.
- ii. Provide export clearance.
- iii. Bear all risks and costs until the goods are made available for unloading at the destination.

Receiver's Obligations (Customer):

- i. Obtain any necessary import licenses or permits.
- ii. Handle import clearance.
- iii. Assume all risks and costs once the goods are made available for unloading at the destination.

2. FCA (Free Carrier) Incoterms 2020, Named Destination:

Shipper's Obligations (Customer):

- i. Deliver the goods to a specified carrier at a designated location.
- ii. Provide export clearance.
- iii. Bear all risks and costs until the goods are delivered to the carrier.

Receiver's Obligations (Customer):

- i. Arrange and pay for transportation and insurance after delivery to the carrier.
- ii. Obtain any necessary import licenses or permits.
- iii. Assume all risks and costs once the goods are delivered to the carrier.