



1. APPLICABILITY

These Worldwide Terms and Conditions of Sale, which include all applicable product specific addendums attached hereto (these "Terms"), shall govern the sale or license of RVL's Product(s) to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Customer's request for quotation, purchase order, pro forma, invoice, acknowledgement or other purchase documentation issued by RVL ("Order"), or which Customer may purport to offer in response to these Terms. All such additional or different terms and conditions are expressly rejected by RVL and RVL's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described. Customer's acceptance of these Terms, and only these Terms, is deemed to occur upon Customer's acceptance of delivery of the Product(s).

2. DEFINITIONS

"Acceptance Criteria" means the criteria for Acceptance set forth on the Order or, if no criteria are set forth on the Order, means the specifications and standards which the Product(s) shall meet in order to be considered to operate in full conformity with the specifications for the Product(s) provided to Customer.

"Acceptance Date" means the date on which Acceptance of any Product(s) and/or Services occurs as determined in accordance with Section 12 hereof. For clarity, there may be more than one Acceptance Date for any given Project.

"Customer" means the customer to which RVL sells or licenses (or, in the case of a quotation, offers for sale or license) the Product(s) and Services as specified in the applicable Order.

"Customer Deliverables" means the matters identified under the heading "Customer Deliverables and Responsibilities" identified on the Order

"Product(s)" means the hardware and/or software specified on the face of Customer's Order or Sales Agreement to which these Terms are attached.

"Project" means the project undertaken by RVL for Customer as described in the Order.

"Project Schedule" means the Project schedule specified on the Order. If no Project Schedule is specified on the Order then the standard manufacturing duration as defined in 3.1 applies.

"Public Institution of Higher Learning" means an institution created by state statute in the United States of America. They include: state colleges, state universities and community colleges.

"RVL" means the Ross Video Limited entity selling or licensing (or, in the case of a quotation, offering to sell or license) the Product(s) and/or Services to Customer as specified in the applicable Order.

"Services" means the services described in the Order.

"State Entity" means any state government of the United States of America or any authority, corporation, agency or other governmental component unit or other entity affiliated with any such government that is governed by the same procurement laws as the state with which it is affiliated.

3. PRODUCTS AND SERVICES

3.1 Subject to the terms and conditions hereof, RVL shall provide the Product(s) and perform the Services according to the Project Schedule and Customer shall purchase the same. Customer agrees the Product(s) listed in the Sales Agreement or the Order (as applicable) are specially manufactured for and based on the Customer's specifications and requirements. As such, Customer acknowledges the manufactured products in the Sales Agreement/Order are non-cancelable and non-returnable (NCNR). None of the items may be returned to RVL for any reason except in accordance with applicable manufacturer warranty and an authorization from our Customer Service Team including the assignment of a Return Material Authorization Number. Customer has been advised that the standard manufacturing duration for this Project is 90 days, including the standard time for Product burn-in testing. Burn-in is the period during which a certain number of display components are subject to infant mortality or other minor display anomalies which are discovered and addressed prior to releasing the Product(s) from the manufacturing facility. If the manufacturing duration in the Project Schedule is less than the standard days noted above, Customer agrees to allow RVL to service the Product(s) on-site in

substitution for similar services that would normally be performed at RVL's manufacturing facility. Customer agrees that such on-site Product servicing will not change or otherwise affect Product Acceptance, Payment Schedule, or Fees otherwise payable.

3.2 If purchased spare parts are required to be used during the initial installation phase due to damage, loss, or misplacement of Product(s) by the Customer, its affiliates, contractors, or other 3rd parties, Customer shall be responsible for the cost of replacement spare parts to be supplied by RVL. Customer has the option to order spare parts by purchase order or change order to RVL and RVL shall fulfill such order in accordance with its standard procurement and manufacturing durations.

3.3 On-site support and supervision Services shall be provided as indicated on the Order. Other than as indicated on the Order, on-site service requests for an RVL technician are subject to availability and will be scheduled with the Customer, subject to the following: 15 working days' notice by Customer shall be required. Scheduling notice of less than 15 working days by Customer will be accommodated when possible, at the discretion of RVL. RVL shall not be responsible for out-of-scope site support or services required as a result of Project delays caused by Customer, its affiliates, contractors, or other 3rd parties, including those delays due to faulty installation or non-conformance to RVL-supplied installation instructions or Product handling, or installation site discrepancies. On-site support outside of itemized services on this Order shall be quoted upon request and will be billable to Customer at an hourly rate plus travel expenses.

3.4 RVL has provided a good faith quotation of bills of materials, costs and schedules based on information and documentation provided by the Customer. RVL is not responsible for any inaccurate information or documentation provided by Customer. Such inaccuracies may affect quoted bills of materials, costs or schedules and may result in price changes to the Order.

3.5 Unless specifically noted in the Order, Customer is responsible for the existing structure to which the Product(s) are to be installed and attached, including its suitability to support the Product. Installation, if provided for on the Order, other than standard attachment provisions and unless expressly stated otherwise, does not include modification to primary support structures. Customer may request a separate quote from RVL for such primary structure modification work or contract the work directly with a 3rd party.

4. CUSTOMER DELIVERABLES

This Agreement is for the provision of the specified Product(s) and Services only and RVL's ability to perform its obligations hereunder is dependent on Customer's performance of its obligations hereunder. Without limiting the generality of the foregoing, Customer retains responsibility for the Customer Deliverables and shall perform the same in an adequate and timely fashion. Customer's failure to do so may result, among other things, in delays or interruptions in the delivery and/or installation of the Product(s) or Services or in the failure of the Product(s) to perform properly. RVL reserves the right to impose additional Fees in the event Customer fails to perform its obligations hereunder with respect to Customer Deliverables.

Customer shall be responsible for any and all of the following matters:

1. Site selection and preparation
2. Permits, zoning and building code compliance, permission of site owner and any other required third party consents and approvals associated with the site
3. Providing RVL with accurate and complete mechanical and electrical engineering drawings pertaining to the site
4. Provision of adequate utilities (power and data) to the site
5. Installation of the Product(s) in accordance with RVL's installation guidelines; installation includes connection of power and data and the provision of adequate ventilation
6. Provision of a cabinet that is compliant with RVL's cabinet requirements, if cabinet is not provided by RVL.
7. Provision of an adequate and safe support structure for the Product(s).
8. Provision of a base building structure adequate to safely support the Product(s).

5. FEES AND PAYMENT

Customer agrees to pay RVL the Fees specified on the Order for the Product(s) and Services purchased hereunder. Such Fees shall be due as set forth in the payment schedule set forth on the Order. Unless otherwise expressly stated in writing on the Order, payment terms are 100% due at of signing the contract or with the purchase order, as applicable. If Customer requests that RVL incur additional expenses or perform additional services, the parties shall enter into an Order Addendum, which addendum shall specify any associated Fees payable by Customer and the payment schedule for such Fees. If no payment schedule is specified for any Fees payable by Customer hereunder, RVL shall invoice Customer for such Fees and such Fees shall be due 30 days after the invoice date. Agents or representatives of RVL are not authorized to change or adjust credit terms without authorization of the Finance Department. All Fees shall be paid in U.S. dollars and shall be made to RVL by wire transfer in accordance with the wire instructions or bank or certified check made payable to RVL or, if any, specified on the Order. A finance charge of two percent (2%) per month (24% per annum) or, if lower, the maximum rate allowed by law may be assessed on Fees not received by RVL on or prior to the due date with such interest accruing on a daily basis, beginning on the day immediately after the due date until such time that the account is paid in full, with interest. For Products shipped or delivered, if Customer is past due on payment for any such Products, RVL shall have the right to take possession of that Product and sell it, applying the proceeds of any sale to the balance due on the Product. RVL may change its credit terms and/or suspend its performance when, in the opinion of RVL, Customer's financial condition or record of payment so warrants. In addition, Customer shall be liable for the amount of any expenses (including reasonable attorneys' fees) reasonably incurred by RVL in collecting amounts owed under this Agreement. Unless otherwise indicated, Fees identified on the Order do not include applicable taxes and Customer agrees to pay when due (or, if necessary, reimburse RVL for) all sales, use, property, excise, and other similar taxes resulting from this Agreement, excluding taxes on the net income of RVL. If applicable, Customer shall provide RVL with a copy of its tax exemption certificate prior to the execution of this Agreement. In the event of the termination of the sales agreement by Customer prior to completion, RVL shall be entitled to reimbursement of all costs incurred prior to the termination plus profit.

6. TAXES

The price for the sale or license of each Product as stated on the face of the Order to which these Terms are attached is fixed and does not include payment of any tax levied for sales, use, excise, value-added, goods and services (VAT, GST, HST), or any duties, charges or other taxes which RVL has a duty to collect in connection with the sale, supply, delivery, or use of any Product ("Taxes"). All Taxes will appear as separate items on the invoice and, unless otherwise indicated on the Order to which these Terms are attached, Customer shall be responsible for and liable to pay the same. If sales to Customer are exempt from Taxes, Customer shall furnish RVL a certificate of exemption at time of execution of these Terms or any relevant sales agreement. If RVL is required to pay any Taxes or other charges that are the responsibility of Customer, then Customer shall promptly reimburse RVL those amounts upon receipt of a written request by RVL.

7. VALIDITY OF QUOTATIONS

Quotations supplied by RVL are valid for thirty (30) days unless a different validity period is stated on the quotation.

8. SHIPMENT; RISK OF LOSS

8.1 RVL will make commercially reasonable efforts to ship the Product(s) by the estimated ship date shown on the applicable Order. RVL may make partial shipments unless Customer specifically objects. Shipment shall be, and risk of loss shall pass, in accordance with Incoterms 2010, per the specific Incoterm stated on the Order to which these Terms are attached. Notwithstanding the above, RVL will not be liable for any delay or failure to perform its obligations under the applicable Incoterm resulting from circumstances beyond RVL's reasonable control or which would cause RVL to incur unreasonable expense to avoid. All Product(s) will be shipped utilizing standard RVL packaging.

9. TITLE

Regardless of which RVL entity is listed on as the selling party on the Order, all Product(s) are shipped to Customer directly from the Ross Video Limited facility located at 8 John Street, Iroquois, Ontario, Canada, K0E 1K0 or, as applicable, 11370 Sunrise Park Dr., Rancho Cordova, CA, USA 95742. Title to the Product(s) shipped to Customer shall transfer from RVL to Customer at the time RVL receives payment in full for such Product(s).

10. DELIVERY

10.1 RVL shall ship the Product(s) to Customer in accordance with the Project Schedule. In the event that Customer notifies RVL prior to shipment

that Customer wishes to delay delivery for any reason, Customer will be responsible for storage costs and any associated additional freight costs.

10.2 RVL may elect to store the equipment in its own facilities, in which case, RVL reserves the right to charge, and Customer agrees to pay, RVL's then prevailing storage costs.

10.3 If RVL is providing installation or installation supervision services as part of the Order Form, all on-site technical support during installation, if any, shall be scheduled as agreed upon between RVL and the Customer. However, Customer agrees to accommodate RVL technical support scheduling requirements whenever possible and will work with RVL to ensure the Product(s) are installed in the required time period as described above. No delay in delivery or installation requested by Customer or attributable to Customer shall affect the Customer's responsibility to adhere to the payment schedule specified in the Order and these Terms.

11. RVL ACCESS

Following delivery and until full payment is made hereunder Customer shall provide RVL with reasonable access to the Product(s) (or any portion thereof) for purposes of conducting acceptance testing, correcting any resulting errors and otherwise in connection with the exercise by RVL of its rights and the performance of its obligations hereunder. RVL shall at all times when present on Customer's premises conform with Customer's relevant procedures and policies concerning, among other things, site security so long as Customer has provided RVL with a copy of such policies and procedures.

12. ACCEPTANCE

12.1 RVL may, at any time, conduct acceptance testing on the Products and give Customer written notice (an "Acceptance Notice") that the deliverables necessary for Acceptance (as defined below) have been completed, have been verified or tested by RVL and have satisfied as a whole the Acceptance Criteria. Customer shall have 5 days after receipt of such Acceptance Notice to indicate its disagreement with the Acceptance Notice (an "Acceptance Failure Notice"), which notice shall indicate in reasonable detail the basis therefor. If no Acceptance Failure Notice is given to RVL within such 5 day period, "Acceptance" shall be deemed to have occurred. Should Customer render to RVL an Acceptance Failure Notice, RVL will, at its own expense, repair or correct any failure(s) cited by Customer therein. Customer will cooperate with RVL's repair and corrective efforts by providing a reasonably detailed description of the failure(s). Upon resolution by RVL of each said failure, RVL shall furnish Customer with written notice to such effect (a "Correction Notice"). Customer shall have an additional five (5) day period after its receipt of a Correction Notice to indicate its disagreement with the Correction Notice (a "Correction Rejection Notice"), which notice shall indicate in reasonable detail the basis therefor. If no Correction Rejection Notice is given to RVL within such 5-day period, "Acceptance" shall be deemed to have occurred. If Customer issues a Correction Rejection Notice, the parties shall use their good faith efforts to resolve their disagreement through negotiation. The failure to achieve Acceptance with respect to the Product(s) on or prior to the date which is ninety (90) days after the Acceptance Notice shall be a material breach of this Agreement by RVL, provided that such failure was not due to material non-compliance by Customer with its obligations hereunder. In such event, Customer shall be entitled to reject all of the Product(s) by giving written notice (a "Rejection Notice") to RVL to such effect, return all Product(s) to RVL (or allow RVL to remove the Product(s) from the site) and, as its sole and exclusive remedy for such breach, receive a refund of all amounts actually paid hereunder. The failure by Customer to render a Rejection Notice to RVL within such 90-day period shall be deemed a waiver by Customer of its right to such a remedy and Customer's sole remedy shall be to terminate this Agreement and pursue such remedies as it may otherwise be entitled to at law or in equity.

12.2 Provided that no Acceptance Failure Notice is received by RVL from Customer in that time frame (regardless of whether RVL issues an Acceptance Notice), acceptance of Product(s) shall be deemed to have occurred 5 days following delivery of Product(s) to Customer. Acceptance of Services shall be deemed to have occurred if Customer uses the Product(s) in the ordinary course of its business for a period of a) 5 days after the later of (i) receipt of an Acceptance Notice and (ii) resolution of all outstanding Correction Notices by RVL has occurred with no Correction Rejection Notices having been issued and unresolved and b) 20 days following delivery of Product(s), regardless of whether an Acceptance Notice has been given to Customer by RVL.

12.3 It shall not be a requirement of Acceptance that Customer shall have first elected to activate and use any or all of the Product(s) for its final intended purpose or on a full time basis in the day to day conduct of its business. Ownership of the Product(s) will pass from RVL to Customer upon payment in full of all Fees due hereunder. RVL retains the right to suspend indefinitely the operation of the Product(s) if full payment is not received from Customer in accordance with this Agreement until such time full payment is received by RVL.

13. SOFTWARE

Software, including software Products and software incorporated within Products (e.g., in ROM or on internal media) is provided under license and subject to the other terms set out in the separate license agreement (“End User Software License Agreement”) that RVL delivers with the Product(s). Customer may use and reproduce the software only as permitted by the applicable license.

14. USE OF RECONDITIONED MATERIAL

Products may include materials that are reconditioned to like–new performance and functionality where specifically agreed to in a request for quotation that forms part of the Order to which these terms are attached. Customer shall not be entitled to reject Products or seek any diminution in the price of Products on the basis of the inclusion of reconditioned materials.

15. DISPOSAL

If Customer is subject to compliance with the European Union’s Waste Electrical and Electronic Product(s) regulations, or similar regulations in other jurisdictions, Customer agrees that it is responsible for all actions and costs related to the environmentally responsible disposal of the Products when required.

16. EXPORT RESTRICTIONS

Customer shall not export, re-export, or transfer, directly or indirectly, any product or technical data received hereunder, to any country or user to which such export, re-export or transfer is restricted by Canada, the United States, the United Kingdom, the European Union, or local country law or regulation without first obtaining any required government license, authorization, certification, or approval. Customer shall comply with any export restrictions applicable to such export, re-export, and/or transfer and Customer hereby agrees to indemnify and hold harmless RVL, its affiliates, subsidiaries, and their respective officers, directors, shareholders, agents, representatives, employees, successors and assigns (collectively, the “Indemnified Parties”), against any and all losses, damages, and costs (including attorneys’ fees) resulting from any such non-compliance by Customer. The Indemnified Parties shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance of any necessary export license or authority. By accepting these Terms, Customer confirms that it is not (i) located in (or a national resident of) any country under U.S., United Kingdom, European Union, or Canadian Economic Embargo or Sanction Lists, (ii) identified on any U.S. Department of Commerce Denied Person List, Entity List of proliferation concern, (iii) on the U.S. State Department Debarred Parties List or Treasury Department Designated Nationals Exclusion List, nor (iv) directly or indirectly, involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs, and that any hardware, software, technology, or services received hereunder may not be exported, re-exported, transferred or downloaded to any such entity.

17. WARRANTY

RVL’s warranty to Customer for all Products (hardware and software) is stated in the applicable warranty statement contained in the RossCare Extended Warranty Agreement (the “Warranty”) which accompanies these Terms. The Warranty states the entire obligation and liability of RVL with respect to warranty for repair and replacement of hardware Products and for maintenance of software Products. There are no other warranties, express or implied.

18. PRIVACY

The privacy and protection of the personal information of individuals connected with Customer are important to RVL. RVL’s privacy policy may be found at www.rossvideo.com/privacy.

19. LIMITATION OF LIABILITY

UNLESS OTHERWISE PRESCRIBED BY LAW, IN NO EVENT SHALL RVL OR ITS AFFILIATES, SUBSIDIARIES, VENDORS OR OTHER AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF CUSTOMER’S PURCHASE OR USE OF ANY PRODUCT, EVEN IF RVL, THE AFFILIATE, SUBSIDIARY, VENDOR OR OTHER AGENT OR REPRESENTATIVE HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AMOUNT OF RVL’S LIABILITY FOR ALL CLAIMS RELATING TO THE ORDER TO WHICH THESE TERMS ARE ATTACHED, WHETHER BASED ON CONTRACT, TORT, WARRANTY OR OTHER GROUNDS, AND WHETHER IN MONEY DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE EQUIVALENT OF THE AMOUNT PAID BY THE CUSTOMER TO RVL UNDER THE ORDER.

20. INDEMNIFICATION

Where permitted by law, Customer hereby agrees to defend, indemnify and save harmless RVL, its affiliates, subsidiaries, and their respective officers, directors, shareholders, agents, representatives, employees, successors and assigns from and against any and all claims, actions, causes of action, liability, loss and expense (including attorneys’ fees and investigation costs) arising as a result of personal injury, death, property damage, lost profit and any other matters for which Customer, its employees or subcontractors, are or may be liable under the law.

Any obligation on the part of RVL to indemnify Customer, or any other third party, for infringement of intellectual property rights of third parties is limited to the indemnification obligations expressly stated in the applicable intellectual property license granted by RVL with the sale of a Product.

21. FORCE MAJEURE

RVL will not be responsible for any losses or damages to Customer (or any third person) whether occasioned by deviations in performance or the non-performance of any of RVL’s obligations hereunder, or loss of or damage to goods when caused directly or indirectly by or in any manner arising from any casualty, revolution, act of God, act (including a delay or failure to act) of any government authority (de jure or de facto), or (declared or undeclared) riot, act of Customer, pandemic, strikes or other labour difficulties, shortage of labour, supplies and transportation facilities or any other cause or causes beyond RVL’s control or the control of its suppliers.

22. WAIVER; SEVERABILITY

The failure of either party to enforce any provision of these Terms shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision of these Terms. If any provision of these Terms is found to be illegal, invalid or unenforceable by a court of competent jurisdiction for any reason, such provision shall be severed from the remainder of these Terms, which will otherwise remain in full force and effect.

23. ATTORNEY’S FEES

RVL shall be entitled to recover its reasonable costs and attorneys’ fees, both at trial and on appeal, in any litigation based on these Terms in which RVL is the prevailing party.

24. GOVERNING LAW

If Customer acquired the 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 these Terms, claims for breach, and all other claims regardless of conflict of laws principles. If Customer acquired the Product(s) in the European Union or the United Kingdom, then the laws of England and Wales apply. If Customer acquired the Product(s) in any other country, then the laws of the Province of Ontario, Canada shall apply.

25. ELECTRONIC COMMUNICATION & COUNTERPARTS

The parties may do business electronically, including Order placement and acceptance. Once accepted, such Orders will create fully enforceable obligations subject to this Agreement. Such Orders and acceptances will be deemed for all purposes to be an original signed in writing. Parties will adopt commercially reasonable security measures for password and access protection. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. This Agreement may also be executed and delivered by facsimile signature.

26. EXCEPTIONS FOR PUBLIC ENTITIES

The following provisions of this Section 27 apply *only* in the event that the Customer is a Public Institution of Higher Learning or a State Entity and shall govern in the event of any conflict with any other provision of these Terms or any document incorporated herein by reference. In this Section 26, “Customer’s State” refers to the state in which Customer is founded, either by statute law, state constitution or other means of incorporation. RVL and Customer acknowledge that Customer is a Public Institution of Higher Learning or a State Entity, and therefore is prohibited by law from agreeing to certain contract provisions. RVL covenants and agrees that any terms or agreement applicable between the parties containing the following terms or conditions (including, but not limited to, these Terms, other referenced and/or applicable general terms and conditions, such terms contained in the End User Software License Agreement, Warranty, Order, or other document) shall be deemed deleted in its or their entirety, and shall not be binding on Customer: (i) requiring Customer to, in any way, indemnify, hold harmless, release, and/or defend RVL or any third party and/or pay any attorneys’ fees or other costs (including collection costs) related to a legal process; (ii) requiring Customer to engage in binding mediation or arbitration; (iii) requiring Customer to litigate, arbitrate, or otherwise resolve any conflict in a

forum/venue other than in the courts of competent jurisdiction located in Customer's State; or (iv) requiring these Terms or any document incorporated by reference to be interpreted under the laws of a state or country other than the Customer's State. At all times, the parties agree that nothing in this provision or terms incorporated herein shall be construed as a waiver of the sovereign or qualified immunity of Customer, its employees, and/or Customer's State. The parties agree that any clause requiring RVL to defend Customer shall be amended to the extent that any such defense is controlled or subject to approval by the State Attorney General and under no circumstances may one party settle on behalf of, or obligate the other party, in any way without prior written consent.

To the extent only permitted by State law as a state institution of the Customer's State, Customer agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement. Customer's liability shall be subject in all cases to the immunities and limitations of applicable State law. The parties agree that nothing in this provision shall be construed as an indemnification of the other party or a waiver of the sovereign or qualified immunity of Customer, its employees, and/or Customer's State.

The parties understand that these Terms, and any related records may be subject to release under applicable freedom of information laws. The party claiming a proprietary trade secret has the burden of proving such in any subsequent action, and must take affirmative action to prevent the release of the trade secret in the event of a public record request for a record containing such information. Disclosure of records pursuant to applicable freedom of information laws is not considered a breach of these Terms.

27. ENTIRE AGREEMENT

These Terms and the Order to which they are attached, as well as the End User Software License Agreement, if applicable, and the Warranty comprise the entire agreement between RVL and Customer and supersede any prior or contemporaneous negotiations or agreements with respect to their subject matter. No amendment, supplement, change or modification to these Terms shall be effective unless it is in writing and signed by an authorized representative of RVL and Customer.