



This End User Software License Agreement is a legal agreement between you (the "Licensee") and Ross Video Limited ("Ross Video") specifying the terms and conditions of your installation and use of the Software and all Documentation (as those terms are defined herein).

IMPORTANT:

BY DOWNLOADING, ACCESSING, INSTALLING OR USING THE SOFTWARE AND/OR DOCUMENTATION LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT AND THE LICENSE GRANTED HEREUNDER SHALL BE EFFECTIVE AS OF AND FROM SUCH DATE. IF YOU DO NOT WISH TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT DOWNLOAD, ACCESS, INSTALL, REFER TO OR OTHERWISE USE THE SOFTWARE AND/OR DOCUMENTATION.

1. **INTERPRETATION.** In this Agreement, (a) words signifying the singular number include the plural and vice versa, and words signifying gender include all genders; (b) every use of the words "herein", "hereof", "hereto" "hereunder" and similar words shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (c) reference to any agreement or other document herein will be construed as referring to such agreement or other document as from time to time amended, modified or supplemented (subject to any restrictions on such amendment, modification or supplement set forth therein); (d) every use of the words "including" or "includes" is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively; and (e) references to an Article or a Section are to be construed as references to an Article or Section of or to this Agreement unless otherwise specified.

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

"**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 End User Software License Agreement including the recitals hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"**Backup System**" means the secondary piece of Designated Equipment upon which the Software is installed and mirrored for the sole purpose of replacing a Primary System in the event such Primary System is not available or functioning properly for any reason.

"**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.

"**Confidential Information**" means all data and information relating to the business and management of either Party, including the Software, trade secrets and other technology to which access is obtained or granted hereunder by the other Party, and any materials provided by Ross Video to Licensee; provided, however, that Confidential Information shall not include any data or information which:

- (i) is or becomes publicly available through no fault of the other Party;
- (ii) is already in the rightful possession of the other Party prior to its receipt from the other Party;
- (iii) is already known to the receiving Party at the time of its disclosure to the receiving Party by the disclosing Party and is not the subject of an obligation of confidence of any kind;

- (iv) is independently developed by the other Party;
- (v) is rightfully obtained by the other Party from a third party; or
- (vi) is disclosed with the written consent of the Party whose information it is.

“Designated Equipment” shall mean (a) the hardware products sold by Ross Video to Licensee 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 sold on a stand-alone basis, the equipment of Licensee on which the Software is to be installed and meets the minimum specifications set out in the Documentation.

“Documentation” shall mean manuals, instruction guides, user documentation and other related materials of any kind pertaining to the Software (whether in electronic, hard-copy or other media format) that are furnished to Licensee by or on behalf of Ross Video in relation to the Software.

“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 Software, including error corrections, bug fixes, patches and other updates in Object Code form to the extent made available to Licensee in accordance with Ross Video’s release schedule.

“License Fee” means the fee(s) payable in respect of the Software in accordance with the relevant invoice(s) or other purchase documents delivered in connection with this Agreement.

“Maintenance Fee” means the yearly maintenance fee(s) payable by Licensee to Ross Video, as determined by Ross Video, for the support, maintenance and update of the Software after the expiry of the Maintenance Period as set forth in this Agreement.

“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
Routers (excluding Ultrix)	For the life of the Designated Equipment
Master Control System Software (Dashboard)	For the life of the Designated Equipment
Gear	For the life of the Designated Equipment
Neilsen Encoders	For the life of the Designated Equipment

“Modifications” means any enhancements, changes, corrections, translations, adaptations, revisions, developments, upgrades or updates thereto; and **“Modify”** shall mean the creation of any of the foregoing.

“Object Code” means the machine readable executable form of a computer software program.

“Parties” means both Ross Video and Licensee 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.

“Primary System” means the Designated Equipment upon which the Software is installed and executed to deliver it’s intended functionality.

“Software” shall mean the version of the Object Code sold and delivered to Licensee by Ross Video concurrently with delivery of this Agreement and any subsequent error corrections, updates, Modifications or Improvements provided to Licensee by Ross Video



pursuant to this Agreement, but specifically excluding any features or plug-ins that may be purchased by you directly from third parties as upgrades or enhancements to the Software.

“**Source Code**” means the human readable form of a computer software program, all tools and documentation necessary for a reasonably computer programmer to understand, maintain and Modify the Software.

“**Third Party Software**” means those portions of the Software, if any, which are owned or controlled by third parties and licensed to Ross Video pursuant to certain license agreements or arrangements with such third parties, including the NewTek NDI™ software (<http://NDI.NewTek.com/>)

“**Use**” means to execute, run, display, store, copy, make, use, sell, merge, network, Modify, translate, host, outsource, or integrate with Licensee’s products or other third party software;

3. **LICENSE.** Subject to the terms and conditions of this Agreement, upon payment of the applicable License Fee by Licensee, Ross Video hereby grants to Licensee a non-transferable and non-exclusive right to Use the Software and Documentation solely for the internal use of Licensee (the “**License**”). The Software shall only be used in connection with or installed on the Designated Equipment and, where applicable, shall only be used on the Primary System, provided such Primary System is operating properly. If the Primary System is not operating properly for any reason, the Software may be used on the designated Backup System for that Primary System until such time that the Primary System begins operating properly. The Software and Documentation are provided to Licensee for the exclusive use by Licensee’s organization for its ordinary business purposes and shall not be used by any third party for any purposes. Licensee may make copies of the Software as required for internal backup and archival purposes. To the extent permitted hereunder, Licensee may distribute copies of the Software and/or Documentation to members of its organization, provided (a) this Agreement is included with each copy, (b) any member of its organization who uses the Software and/or Documentation accepts and agrees to be bound by the terms of this Agreement and by any other license agreements or other agreement incorporated by reference into this Agreement, and (c) Licensee has paid any applicable additional License Fees in respect of copying and redistributing of the Software. To the extent Licensee is permitted to make copies of the Software under this Agreement, Licensee agrees to reproduce and include on any copy made or portion merged into another work, all Ross Video proprietary notices, including any notices with respect to copyrights, trademarks and this License. With the exception of copying the Software for backup or archival purposes, Licensee agrees to keep a record of the number and location of all such copies and will make such record available at Ross Video’s request. The Software may include mechanisms to limit or inhibit copying.
4. **LICENSE RESTRICTIONS.** Except as otherwise provided in section 2 above, Licensee shall not: (1) copy any Software or Documentation, or part thereof, which is provided to Licensee by Ross Video pursuant to this Agreement, in Object Code form, Source Code form or other human or machine readable form, including written or printed documents, without the prior written consent of Ross Video; (2) in any way market, distribute, export, translate, transmit, merge, Modify, transfer, adapt, loan, rent, lease, assign, share, sub-license, sell, make available for download on any website or make available to another Person, the Software and/or Documentation, in whole or in part, provided that Licensee shall not be prohibited from renting or leasing the Software if Ross Video has consented, in writing, to Licensee engaging in such activities in respect of the Software; (3) reverse engineer, decompile or disassemble the Software or electronically transfer it into another computer language; or (4) otherwise Use the Software or Documentation in a manner that is inconsistent with the License granted hereunder or that will result in a breach of this Agreement. Licensee agrees to take all reasonable precautions to prevent third parties from using the Software and/or Documentation in any way that would constitute a breach of this Agreement, including such precautions Licensee would ordinarily take to protect its own proprietary software, hardware or information.
5. **DELIVERY** Ross Video shall deliver to Licensee one (1) master copy of the Software in compiled binary (executable) form suitable for reproduction in electronic files only and Ross Video shall deliver to Licensee a minimum of one copy of the Documentation.
6. **IMPROVEMENTS.** Licensee may from time to time request Ross Video to incorporate certain Improvements into the Software. Ross Video may, in its sole discretion, undertake to incorporate and provide such Improvements to Licensee with or without payment of a fee to be negotiated at the time of such request. All Improvements, whether recommended and developed by Ross Video or Licensee, shall be considered the sole property of Ross Video and shall be used by Licensee pursuant to the terms of the License granted under this Agreement.
7. **LIMITED REPRESENTATIONS AND WARRANTIES.**

(A) Software Warranties

Ross Video represents and warrants that:

- (i) During the Maintenance Period the Software is warranted to be free from material defects under normal use;



- (ii) Ross Video has the authority to enter into this Agreement, is the owner or licensee of the Software and Documentation and has the right to grant all of the license rights herein;
- (iii) 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 Licensee under a valid License; and
- (iv) 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 Maintenance Period.

(B) Warranty Exclusions and Inclusions

Notwithstanding the above, all of Ross Video's obligations with respect to the warranties set out in 7(A) above shall be contingent on Licensee's use of the Software in accordance with the terms and conditions of this Agreement 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 Licensee the benefit of all warranties from third party manufacturers and suppliers.

(C) Remedy

If the Software becomes defective, and a valid claim is received by Ross Video during the Maintenance Period, Ross Video will, at its sole option and sole discretion, either (1) repair the defective Software at no charge, or (2) exchange the defective Software for a comparable product at no charge. The remedies set forth in this Section shall be the exclusive remedies available to Licensee in connection with a breach of the limited warranties set out above.

(D) Maintenance Charges

Technical support for the Software by telephone and email contact with Ross Video is provided by Ross Video to Licensee at no extra charge for the life of the product. During the Maintenance Period, Ross Video shall supply downloadable Software Modifications upon request of Licensee, when available, at no extra charge to Licensee. 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. Upon expiry of the Maintenance Period, where applicable, Licensee may purchase Software maintenance, including downloadable Software upgrades in one (1) year increments at the then applicable extended Maintenance Fee rates offered by Ross Video, in which case the warranties granted by this Agreement shall survive and remain in full force and effect during each such one (1) year term.

8. **OWNERSHIP.** The Parties acknowledge and agree that, as between the Parties, Ross Video shall be the owner of all intellectual property rights in the Software, Documentation and all related Modifications and Improvements, written materials, logos, trademarks, trade names, copyright, patents, trade secret and moral rights, registered or unregistered. No proprietary interest or title in or to the intellectual property in the Software, Documentation or any Improvements or Modifications is transferred to Licensee by this Agreement. Ross Video reserves all rights not expressly licensed to Licensee under section 3.
9. **THIRD PARTY SOFTWARE.** Licensee acknowledges that the Third Party Software is not owned by Ross Video. Notwithstanding any other provision of this Agreement, Ross Video, to the extent permitted by applicable law, offers no warranties (whether express, implied, statutory or by course of communication or dealing with Licensee, or otherwise) with respect to the Third Party Software. Ross Video may pass through to Licensee, if and to the extent permitted by applicable law, any warranties expressly provided by such third parties to Ross Video for such Third Party Software.
10. **INTELLECTUAL PROPERTY INDEMNITY.** Ross Video agrees to defend, indemnify and hold harmless Licensee from final damages awarded by a court of competent jurisdiction (hereinafter referred to as the "Losses"), which Licensee, or any of its officers or directors, may incur, suffer or become liable for as a result of, or in connection with, any third party claim asserted against Licensee to the extent such claim is based on a contention that the Software, Documentation or any portion thereof, infringes any valid, registered, enforceable patents, copyrights, trade secrets, trademarks or other intellectual property rights of any third party, provided that (a) the allegedly infringing Software or Documentation has been used within the scope of and in accordance with the terms of this Agreement, and (b) Licensee notifies Ross Video in writing of such claim within ten (10) days of a responsible officer of Licensee becoming aware of such claim. If the Software, Documentation or any portion thereof is held to constitute an infringement of a third party's intellectual property rights, and use thereof is enjoined, Ross Video shall, at its election and expense, either (i) procure the right to use the infringing element of the Software or Documentation; or (ii) replace or modify the element of the Software or Documentation so that the infringing portion is no longer infringing and still performs the same function without any material loss of functionality. Ross Video shall make every reasonable effort to correct the situation with minimal effect upon the operations of Licensee.

Notwithstanding the above, Ross Video reserves the right to terminate this Agreement and the License granted hereunder on immediate notice to Licensee, and without liability to Licensee, in the event that the Software or Documentation constitutes or may, in Ross Video's determination, constitute, an infringement of the rights of a third party that Ross Video, in its sole discretion, does not consider to be affordably remediable.

Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right and, in such event, there shall be no claim by either Licensee or Ross Video against the other arising out of such termination, provided that the foregoing shall not apply to a claim for infringement by Ross Video against Licensee in the event that Licensee is alleged to have infringed Ross Video's intellectual property rights, in which case Licensee shall remain liable for all outstanding License Fees and other amounts owing to Ross Video.

Notwithstanding the foregoing, Ross Video shall have no liability for any claim of infringement based on use of other than a current, unaltered release of the Software and/or Documentation available from Ross Video if such infringement would have been avoided by the use of a current, unaltered release of the Software and/or Documentation provided that such current, unaltered release performs substantially in conformance with the specifications set out in the Documentation and was provided, at no additional cost by Ross Video, to those subscribing for maintenance services for the Software or Documentation.

11. **CONFIDENTIALITY.** Each Party shall maintain in confidence all Confidential Information of the other Party, shall use such Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement, and shall not disclose any Confidential Information of the disclosing Party to any third party except as expressly permitted hereunder or make any unauthorized use thereof. Each Party shall disclose the Confidential Information only to those of its employees, consultants, advisors, and/or subcontractors who have a need to know the Confidential Information. Each Party shall, prior to disclosing the Confidential Information to such employees, consultants, advisors and/or subcontractors, obtain their agreement to receive and use the Confidential Information on a confidential basis on the same terms and conditions contained in this Agreement. The receiving Party shall treat the Confidential Information of the disclosing Party with the same degree of care against disclosure and/or unauthorized use as it affords to its own information of a similar nature, or a reasonable degree of care, whichever is greater. The receiving Party further agrees not to remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials of the disclosing Party. The obligations of confidence set forth in this Agreement shall extend to any Affiliates that have received Confidential Information of the disclosing Party and shall also cover Confidential Information disclosed by any Affiliate. The receiving Party shall be responsible for any actions or omissions of its Affiliates as if such actions or omissions were its own.

Either party may disclose certain Confidential Information if it is expressly required to do so pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, provided that (i) such Party provides the other Party with reasonable written notice prior to such disclosure; (ii) such Party seeks confidential treatment for such Confidential Information; (iii) the extent of such disclosure is only to the extent expressly required by law or under the applicable court order; and (iv) such Party complies with any applicable protective or equivalent order.

Each of Ross Video and Licensee (the "**Indemnifying Party**", as applicable) agree to indemnify the other (the "**Indemnified Party**", as applicable) for all Losses incurred by the Indemnified Party as a result of a failure of the Indemnifying Party to comply with its obligations under this Section 11 provided that the Indemnified Party has given prompt notice of any such claim and, to the extent that a claim may lie against a third party for the unauthorized disclosure of such Confidential Information, the right to control and direct the investigation, preparation, action and settlement of each such claim and, further, provided that the Indemnified Party reasonably co-operates with the Indemnifying Party in connection with the foregoing and provides the Indemnifying Party with all information in the Indemnified Party's possession related to such claim and such further assistance as reasonably requested by the Indemnifying Party.

The Parties acknowledge and agree that any breach of the confidentiality provisions of this Agreement by one Party may cause significant and irreparable injury to the other Party that is not compensable monetarily, as well as damages that may be difficult to ascertain, and agrees that, in addition to such other remedies that may be available at law or in equity, the other Party shall be entitled to seek injunctive relief (including temporary restraining orders, interim injunctions and permanent injunctions) in a court of competent jurisdiction in the event of the breach or threatened breach by such party of any of the confidentiality provisions of this Agreement. The relief contemplated in this Section shall be available to each Party without the necessity of having to prove actual damages and without the necessity of having to post any bond or other security. Each Party further agrees to notify the other Party in the event that it learns of or has reason to believe that any Person has breached the confidentiality provisions of this Agreement.

12. **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 licensing of the Software or Documentation hereunder by Ross Video, and that voluntary risk allocation represents a material part of the Agreement reached between Ross Video and



Licensee. Should Ross Video be in breach of any obligation, Licensee agrees that Licensee'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 Licensee 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, Licensee.

- (A) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE 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, 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. ROSS VIDEO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL MEET ANY OR ALL OF LICENSEE'S PARTICULAR REQUIREMENTS, THAT THE USE AND OPERATION OF THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT ALL PROGRAMMING ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED, OR THAT THE SOFTWARE WILL BE COMPATIBLE WITH OTHER PROGRAMS, SYSTEMS, AND HARDWARE.
- (B) IN NO EVENT SHALL ROSS VIDEO, ITS AFFILIATES AND LICENSORS, 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 LICENSORS, 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 EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID TO ROSS VIDEO UNDER THIS AGREEMENT.

13. TERM AND TERMINATION.

- (1) Unless terminated earlier in accordance with the terms of this Agreement, the term of this Agreement shall commence upon Licensee's first download, access, installation, or other use of the Software or Documentation and continues until, in the case of Software sold with Designated Equipment provided by Ross Video, the earliest of (a) the end of the life of the Designated Equipment, or (b) if the Designated Equipment is assigned or transferred in accordance with this Agreement, the date on which the Designated Equipment is no longer owned by Licensee; and in the case of Software sold on a stand-alone basis, the date on which Licensee no longer owns the Software, provided the Software is assigned in accordance with this Agreement.
- (2) Either Party shall have the right to terminate this Agreement on notice to the other Party if:
 - (a) the other Party fails to pay any fees or other amounts when due hereunder or under any other agreement between the Parties (or any Affiliates of the Parties, as applicable) in connection with the Software and/or Designated Equipment 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.
- (3) Notwithstanding any to the contrary contained in this Agreement:
 - (a) Ross Video may forthwith terminate this Agreement if Licensee is in breach of any of sections 3, 4 or 11 of this Agreement. For greater certainty, In such instances Ross Video shall provide written notice of such termination as soon as practicable but written notice shall not be a necessary prerequisite to such termination; and

- (b) in the event of a Change of Control of Licensee, Ross Video shall have the rights to terminate this Agreement and the License granted hereunder upon thirty (30) days' prior written notice to Licensee. For greater certainty, Ross Video's right to terminate in the event of a Change of Control of Licensee shall continue for a period of six (6) months from the date Licensee delivers notice of such Change of Control to Ross Video.
- (4) Upon the termination or expiry of this Agreement:
 - (a) Licensee shall immediately cease and desist all use of the Software and Documentation;
 - (b) Licensee shall immediately deliver to Ross Video any of Ross Video's Confidential Information provided hereunder (including the Software and Documentation) then in its possession or control, if any, and shall deliver a certificate of an officer of Licensee certifying the completeness of same;
 - (c) Licensee shall refrain from further use of such Confidential Information; and
 - (d) Licensee shall forthwith pay all amounts owing to Ross Video or any of its Affiliates hereunder.
- 14. **SURVIVAL.** The provisions of sections 1, 2, 4, 6, 8, 9, 11, 12, 13, 14, 17 and 19 herein shall survive the expiry or termination of this Agreement.
- 15. **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 Licensee of the commencement and nature of such cause and uses its reasonable efforts to render performance in a timely manner.
- 16. **ASSIGNMENT.** Ross Video may assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, upon notice to Licensee. Licensee 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 enures to the benefit of and is binding upon each of the Parties and their respective successors and permitted assigns.
- 17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. Each Party irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Agreement.
- 18. **LANGUAGE.** The Parties have expressly required that this Agreement and all documents relating thereto be drawn-up in English. Les parties ont expressément exigé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.
- 19. **GOVERNMENT CONTRACTS.** If the Software and/or Documentation to be furnished to Licensee hereunder are to be used in the performance of a government contract or subcontract, the Software and/or Documentation shall be provided on a "restricted rights" basis only and Licensee shall place a legend, in addition to applicable copyright notices, in the form provided under the applicable governmental regulations. For greater certainty, Ross Video shall not be subject to any flowdown provisions required by any customers of Licensee that are a Governmental Authority unless Ross Video expressly agrees to be bound by such flowdown provisions in writing.
- 20. **EXPORT AND IMPORT LAWS.** Licensee acknowledges and agrees that the Software (including any technical data and related technology) may be subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other applicable countries (the "Export Controls") and agrees not export, re-export, import or allow the export, re-export or import of such export-controlled Software (including any technical data and related technology) or any copy, portion or direct product of the foregoing in violation of the Export Controls. Licensee hereby represents that it is not an entity or person to whom provision of the Software (including any technical data and related technology) is restricted or prohibited by the Export Controls. Licensee agrees that it has the sole responsibility to obtain any authorization to export, re-export, or import the Software (including any technical data and related technology), as may be required. Licensee will defend, indemnify and hold Ross Video harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by Licensee of its obligations under this Section.
- 21. **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.
- 22. **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.

23. **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.