

1. APPLICABILITY

These Worldwide Terms and Conditions of Sale (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 similar documents 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. PRODUCTS AND PARTIES

“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) as specified in the applicable Order.

“Product(s)” means the hardware, software and/or services specified on the face of the Customer’s Order to which these Terms are attached.

“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) to Customer as specified in the applicable Order.

3. PRICES; VALIDITY OF QUOTATIONS

The price(s) for the sale or license of the Product(s) and the currency of payment are as stated on the face of the Order to which these Terms are attached. Quotations supplied by RVL are valid for thirty (30) days unless a different validity period is stated on the quotation.

4. INVOICES; SET-OFF

Upon each shipment, RVL will issue an invoice to the Customer. Customer shall not be entitled to make any deduction in respect of any set-off or counter claim. For Products shipped, 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.

5. TERMS OF PAYMENT

Unless stated on the fact of the Order to which these Terms are attached, the terms of payment for all Orders are net thirty (30) days after date of invoice. Agents or representatives of RVL are not authorized to change or adjust credit terms without authorization of the Finance Department. All claims against invoices must be made within five (5) days after receipt of the Product(s) to the Sales Operations Department. All overdue accounts are subject to an interest charge equal to the lesser of 2% per month (24% per annum) and the maximum amount allowed by applicable law, 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. Customer agrees to bear all cost incurred by RVL in collecting any unpaid amounts including but not limited to, collection and/or legal fees and court costs on a solicitor/client basis.

6. SHIPMENT; RISK OF LOSS

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.

7. 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. Title to the Product(s) shipped to Customer shall transfer from RVL to Customer at the time the Product(s) are placed on the selected mode of transportation and depart from the shipping dock located at 8 John Street, Iroquois, Ontario, Canada, K0E 1K0.

8. TAXES

The price(s) for the sale or license of the Product(s) 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(s) (“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 such Taxes, Customer shall furnish RVL a certificate of exemption prior to shipment. 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.

9. RESCHEDULING, CANCELLATION AND RETURNS

Customer may submit a request to RVL to reschedule or cancel an Order. All such requests must be in writing and are subject to acceptance or rejection by RVL. Any request to reschedule or cancel any order which request is received by RVL less than thirty (30) days before the then-scheduled shipping date, if accepted, may be accepted subject to payment of a rescheduling or cancellation fee in the amount of 5% of the net order value of the Product(s) affected. Customer may return a Product within thirty (30) days of receipt of the Product, provided (i) the Product’s factory packaging is unopened, (ii) Customer notifies RVL of its intention to return a product and thereafter follows RVL’s instructions for returns (including reference to the RMA number assigned by RVL where applicable), and (iii) the Product(s) is/are undamaged and in new condition upon receipt by RVL. Products properly returned will be subject to payment of a restocking fee equal to 15% of the price of the returned Product(s), except for returns of replacement parts.

For greater certainty, all Product(s) must be returned to RVL on the requested date as follows: (i) for Customers located in Canada or anywhere outside of the U.S., to **8 John Street, Iroquois, Ontario, Canada, K0E 1K0**; and (ii) for U.S. Customers only, to **808 Commerce Park Drive, Ogdensburg, New York, USA 13669**.

10. SOFTWARE

Software, including software Products and software incorporated within Products (e.g., in ROM or on internal media) is provided under license and is subject to the software warranty, if any, and 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. In general, RVL’s license prohibits reproduction, disassembly, decomposition and reverse engineering of software and limits use of software to its intended purpose to the maximum extent permitted by law.

11. INFRINGEMENT

The following is a summary, for convenience only, of RVL’s liability for infringement of the intellectual property rights of others with respect to the Product. For full detail, Customer is directed to the End User Software License Agreement, the terms of which shall govern in the event of any conflict with this paragraph. RVL, at its expense, will defend Customer against any claim based on an allegation that a current, unaltered Product furnished hereunder infringes a patent or copyright of a third party in the country where the ship-to address indicated on the Order to which these Terms are attached is located, and RVL will pay any resulting costs, damages, and attorneys’ fees finally awarded against Customer that are attributable to such claim or will pay the part of any settlement that is attributable to such claim; provided, that (i) Customer notifies RVL in writing within ten (10) days of a responsible officer of Customer becoming aware of such claim, (ii) RVL is permitted to control the defense or settlement of the claim, and (iii) Customer cooperates

reasonably in such defense or settlement at RVL's expense. In its defense or settlement of any claim, RVL may, in its sole discretion, (a) procure for Customer the right to continue using the Product, (b) modify the Product so that its use becomes non-infringing, (c) replace the Product with a comparable product not subject to the claim, or (d) provide Customer an opportunity to return the Product for refund of the purchase price paid less a reasonable allowance for use. RVL shall have no liability to Customer for claims of infringement based upon (y) the use of any Product in a manner other than that for which it is intended or in combination with any product not supplied or endorsed by RVL or a Product that has been altered or is not a current release where use of a current release of a Product would have cured the infringement or (z) the use of any Product designed, manufactured, or modified to the specifications of Customer. The foregoing states the entire obligation and liability of RVL with respect to infringement and claims thereof.

12. 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.

13. 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 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. , 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.

14. WARRANTY

RVL warrants to Customer that each hardware Product will be free from defects in materials and workmanship for the period set forth in the applicable warranty statement contained in the RossCare Extended Warranty Agreement, a copy of which may be obtained from RVL. If any such Product proves defective in materials or workmanship during the warranty period, RVL will repair or replace the defective Product as specified in the applicable warranty statement contained in the RossCare Extended Warranty Agreement. Information concerning the warranty period and whether warranty service will be provided at a location other than a RVL service center is set forth in the applicable warranty statement.

THIS WARRANTY, INCLUDING THE TERMS AND CONDITIONS OF THE ROSSCARE EXTENDED WARRANTY AGREEMENT, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. RVL, ALONG WITH ITS AFFILIATES, SUBSIDIARIES, VENDORS AND OTHER AGENTS OR REPRESENTATIVES, DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THEIR EQUIVALENTS IN ANY JURISDICTION.

RVL'S RESPONSIBILITY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT IN ACCORDANCE WITH THE APPLICABLE WARRANTY STATEMENT IN THE ROSSCARE EXTENDED WARRANTY AGREEMENT IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER FOR BREACH OF ANY WARRANTY PROVIDED BY

RVL.

15. 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.

16. INDEMNIFICATION

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 sales by Customer of RVL products or of products containing components sold by RVL, and based upon personal injury, death, property damage, lost profit and any other matters for which Customer, its employees or subcontractors, or any third party are or may be liable to any extent.

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.

17. 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, strikes or other labour difficulties, shortage or labour, supplies and transportation facilities or any other cause or causes beyond RVL's control or the control of its suppliers.

18. 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.

19. 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.

20. GOVERNING LAW

The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal law applicable therein, without application of the United Nations Convention on Contracts for the International Sale of Goods and without giving effect to any conflict of law rules.

21. ELECTRONIC COMMUNICATION

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.

22. 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 RossCare Warranty Agreement, if applicable, 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.