



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® Warranty Plan (“**Plan**”). This Agreement also includes the terms and conditions of your purchase of the Plan as shown on your original purchase order, invoice and other purchase documentation for the Equipment and/or the Extended Warranty (the “**Purchase Documents**”).

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 RossCare® Warranty Agreement including the recitals hereto, the Purchase Documents 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.

“**Documentation**” means the user manuals, instruction guides user documentation or other related materials of any kind relating to the Equipment that are provided by Ross Video to the Customer from time to time during the period of ownership and use of the Equipment 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 Purchase Documents, as the same may be repaired, Modified, Improved or replaced from time to time by Ross Video;

“**Extended Warranty**” has the meaning ascribed to it in Section 3 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.

“**Modifications**” means any enhancements, changes, corrections, improvements, developments, upgrades or updates to the Equipment; and “**Modify**” shall mean the creation of any of the foregoing;

“**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.

“**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
Routers (excluding Ultrix)	Five (5) years from the date of shipment
Gear	Five (5) years from the date of shipment
Master Control Systems	Five (5) years from the date of shipment
Neilsen Encoders	Five (5) years from the date of shipment

3. **EXTENDED WARRANTY.** Customer shall have the option of purchasing an extended warranty for the Equipment in one (1) year increments from and after the end of the Warranty Period for the Equipment (the “**Extended Warranty**”) at Ross Video’s warranty fee rates then in effect for such Equipment and as set forth in the Purchase Documents for the Plan. Upon purchase of an Extended Warranty, the Warranty Period for such Equipment 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.
4. **IMPROVEMENTS AND MODIFICATIONS.** The Customer may from time to time request Ross Video to incorporate certain Improvements and/or Modification into the Equipment. 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.
5. **LIMITED REPRESENTATIONS AND WARRANTIES.**

**a) Equipment Warranties**

Ross Video represents and warrants that:

During the Warranty Period the Equipment will be in full conformity with the specifications for the Equipment provided to Customer and 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 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) Warranty Work**

If the Equipment becomes defective, and a valid claim is received by Ross Video during the Warranty Period, Ross Video will, at its sole option and sole discretion, either (1) repair the defective Equipment and/or supply replacement parts for the Equipment at no extra charge; or (2) exchange the defective Equipment for a comparable product at no extra charge. The remedies set forth in this Section shall be the exclusive remedies available to Customer in connection with a breach of the limited warranties set out above. To the extent it is commercially reasonable to do so, all Equipment repairs under the Plan will be made by Ross Video at the Ross Video location designated by Ross Video and shipping charges will be paid by Ross Video.

**d) Warranty Charges**

Warranty charges shall be as set forth in the Purchase Documents, which shall be exclusive of any and all applicable taxes. Customer shall pay all applicable warranty charges under the Plan in accordance with the terms set forth in the Purchase Documents. Telephone and email support from Ross Video technicians are included in the Plan at no extra charge. If Ross Video personnel are required to attend at the Customer's location to effect any warranty work under the Plan, Customer will be charged for reasonable fees and expenses incurred in connection with such warranty work.

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 the Agreement reached between Ross Video and Customer. 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 HARDWARE, EQUIPMENT 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.

(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 THE PURCHASE PRICE 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 Equipment is delivered to Customer and continues until the expiration of the Warranty Period, as extended by the purchase of any Extended Warranty, applicable to that piece of Equipment.



- (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 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.
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 enures to the benefit of and is binding upon each of the Parties and their respective successors and permitted assigns.
10. **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.
11. **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.
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.