XPression

XPression Status Client User Guide

VERSION 14.0



ROSS

Thank You for Choosing Ross

You've made a great choice. We expect you will be very happy with your purchase of Ross Technology.

Our mission is to:

1. Provide a Superior Customer Experience
   - offer the best product quality and support
2. Make Cool Practical Technology
   - develop great products that customers love

Ross has become well known for the Ross Video Code of Ethics. It guides our interactions and empowers our employees. I hope you enjoy reading it below.

If anything at all with your Ross experience does not live up to your expectations be sure to reach out to us at solutions@rossvideo.com.



David Ross

CEO, Ross Video

dross@rossvideo.com

Ross Video Code of Ethics

Any company is the sum total of the people that make things happen. At Ross, our employees are a special group. Our employees truly care about doing a great job and delivering a high quality customer experience every day. This code of ethics hangs on the wall of all Ross Video locations to guide our behavior:

1. We will always act in our customers' best interest.
2. We will do our best to understand our customers' requirements.
3. We will not ship crap.
4. We will be great to work with.
5. We will do something extra for our customers, as an apology, when something big goes wrong and it's our fault.
6. We will keep our promises.
7. We will treat the competition with respect.
8. We will cooperate with and help other friendly companies.
9. We will go above and beyond in times of crisis. *If there's no one to authorize the required action in times of company or customer crisis - do what you know in your heart is right. (You may rent helicopters if necessary.)*

XPression Status Client User Guide

- Ross Part Number: 3500DR-034
- Version: 14.0
- Document Revision: 1
- Date/Time: 11/3/2026 11:07 AM

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Patents

Patent numbers US 7,034,886; US 7,508,455; US 7,602,446; US 7,802,802 B2; US 7,834,886; US 7,914,332; US 8,307,284; US 8,407,374 B2; US 8,499,019 B2; US 8,519,949 B2; US 8,743,292 B2; GB 2,419,119 B; GB 2,447,380 B; and other patents pending.

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End User Software License Agreement

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 AND/OR BY AUTHORIZING ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION AN INSTALLER OR COMMISSIONER ACTING ON YOUR BEHALF TO DO SO, 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 licensed 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.

"Freeware" means Software that is available free of charge from Ross Video, and includes, without limitation the master control system software known as "DashBoard".

"Governmental Authority" means (a) any 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), if any, payable in respect of the Software in accordance with the relevant invoice(s) or other purchase documents delivered in connection with this Agreement.

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

"**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.

"Open Source Components" means third party Open Source software, libraries or other components.

"Open Source License" means the license that governs each Open Source Component.

"Order" means the documents provided by Ross Video to Licensee detailing the Ross Video products contemplated for purchase, the corresponding fees and License Period that may apply to the Software, including any and all quotations, purchase orders, acknowledgments, pro formas, invoices and other purchase documentation.

"**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, an 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 its intended functionality.

"Released Claims" has the meaning ascribed to it in Section 9(b).

"Released Parties" has the meaning ascribed to it in Section 9(b).

"Ross Video" means Ross Video Limited and its Affiliates.

"Software" means the version of the Object Code licensed and delivered to Licensee by Ross Video concurrently with delivery of this Agreement, including without limitation the Freeware, 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, and all tools and documentation necessary for a reasonably competent 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 Open Source Components and NDI®[1] software (http://NDI.video); and

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   a. Licensee will not Use the Freeware to engage in or allow others to engage in any illegal activity.

   b. Licensee will not Use the Freeware in any way that will interfere with or damage the operation of the services of any third parties by overburdening/disabling network resources through automated queries, excessive usage or similar conduct.

   c. Licensee will not Use the Freeware to engage in any activity that will violate the rights of others, including, without limitation, by using it for operations that involve child labour, suppressing the right of freedom of expression or endangering the security of person.

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a. 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.

b. 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.

c. 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.

d. 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 conformity 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.

12. **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 12 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.

13. **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.

14. **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 licensed with Designated Equipment provided by Ross Video, the earliest of (a) the end of the License Period, 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;

    (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 anything 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 12 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 right 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.

(c) Ross Video may terminate the License immediately on the date on which it provides notice to Licensee, if its agreements for Third Party Software are terminated.

(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.

15. **SURVIVAL.** The provisions of sections 1, 2, 6, 8, 9, 10, 11, 12, 13, 14, 18, 22, 23, and 24 herein shall survive the expiry or termination of this Agreement.

16. **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.

17. **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.

18. **GOVERNING LAW.** If Licensee acquired the Ross Product(s) in the United States or Canada, the laws of the state or province where Licensee's principal place of business is located govern the interpretation of this Agreement, claims for its breach, and all other claims regardless of conflict of laws principles. If Licensee acquired the Ross Product(s) in the European Union or the United Kingdom, then the laws of England and Wales apply. If Licensee acquired the Ross Product(s) in any other country, then the laws of the Province of Ontario, Canada shall apply.

19. **LANGUAGE.** The Parties have expressly required that this Agreement and all documents relating thereto be prepared in English. Les parties ont expressément exigé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

20. **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 flow-down provisions required by any customer of Licensee that is a Governmental Authority unless Ross Video expressly agrees to be bound by such flow-down provisions in writing.

21. **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 to 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.

22. **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.

23. **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.

24. **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.

Updated: November 1, 2023

Warranty and Repair Policy

Ross Video Limited (Ross) warrants its XPression Status Client systems to be free from defects under normal use and service for the following time periods from the date of shipment:

- XPression Status Client Server — 12 months
- XPression Status Client Software Upgrades — 12 months free of charge
- System and Media hard drives — 12 months

If an item becomes defective within the warranty period Ross will repair or replace the defective item, as determined solely by Ross.

Warranty repairs will be conducted at Ross, with all shipping FOB Ross dock. If repairs are conducted at the customer site, reasonable out-of-pocket charges will apply. At the discretion of Ross, and on a temporary loan basis, plug in circuit boards or other replacement parts may be supplied free of charge while defective items undergo repair. Return packing, shipping, and special handling costs are the responsibility of the customer.

This warranty is void if products are subjected to misuse, neglect, accident, improper installation or application, or unauthorized modification.

In no event shall Ross Video Limited be liable for direct, indirect, special, incidental, or consequential damages (including loss of profit). Implied warranties, including that of merchantability and fitness for a particular purpose, are expressly limited to the duration of this warranty.

This warranty is TRANSFERABLE to subsequent owners, subject to Ross' notification of change of ownership.

Extended Warranty

For customers that require a longer warranty period, Ross offers an extended warranty plan to extend the standard warranty period by one year increments. For more information about an extended warranty for your XPression Status Client system, contact your regional sales manager.

Environmental Information

The equipment that you purchased required the extraction and use of natural resources for its production. It may contain hazardous substances that could impact health and the environment.

To avoid the potential release of those substances into the environment and to diminish the need for the extraction of natural resources, Ross Video encourages you to use the appropriate take-back systems. These systems will reuse or recycle most of the materials from your end-of-life equipment in an environmentally friendly and health conscious manner.

The crossed-out wheeled bin symbol invites you to use these systems.



If you need more information on the collection, reuse, and recycling systems, please contact your local or regional waste administration.

You can also contact Ross Video for more information on the environmental performances of our products.

Company Address

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E-mail for Technical Support:	techsupport@rossvideo.com
E-mail for General Information:	solutions@rossvideo.com
Website:	http://www.rossvideo.com

*If the local support specialist is not available, your call will be transferred automatically to our North America center.

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Setting up the XPression Monitor 5

Configuring the XPression Status Client 8

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Rebooting a Client Machine 16

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Introduction

Thank you for choosing a Ross Video XPression Status Client system.

Ross Video designed XPression Status Client with the needs of live production in mind. The XPression Status Client is an application that enables a user on a single computer on the network to review the status of XPression applications on any or all computers running the XPression Monitor software. The XPression Status Client allows a user on one computer to Start/Stop XPression Services remotely on other computers, launch TeamViewer® sessions remotely, and install XPression software products remotely, which includes pushing the download of the software package to one or more computers involved in the remote install process.

We appreciate your business and sincerely hope that you have a great experience with your new XPression Status Client system. As always, if there is anything we at Ross Video can do to assist you, please do not hesitate to contact us.

About This Guide

This guide covers the use of the XPression Status Client system.

If, at any time, you have questions pertaining to the operation of XPression Status Client, please contact us at the numbers listed in the section Getting Help 3. Our technical staff is always available for consultation, training, or service.

Documentation Conventions

Special text formats are used in this guide to identify parts of the user interface, text that a user must enter, or a sequence of menus and sub-menus that must be followed to reach a particular command.

Bold text	Bold text identifies a user interface element such as a dialog box, menu item, or button. For example: In the **Slug** column, type a slug name for the story.
Italic text	Italic text is used to identify the titles of referenced guides, manuals, or documents. For example: For more information, refer to the *DashBoard User Guide.*
`Courier text`	Courier text identifies text that a user must type. For example: In the **Username** box, type `postgres`.
Menu Sequences	Menu arrows are used in procedures to identify a sequence of menu items that you must follow. For example: If a step reads **Server > Save As**, you would select the **Server** menu and then select **Save As**.
Hypertext	Identifies a hyperlink to a related topic.

Getting Help

XPression Status Client documentation is available online at Product Documentation and is also accessible on the product USB key and by selecting the **Help** icon in the user interface.

Contacting Technical Support

At Ross Video, we take pride in the quality of our products, but if problems occur, help is as close as the nearest telephone.

Our 24-hour Hot Line service ensures you have access to technical expertise around the clock. After-sales service and technical support is provided directly by Ross Video personnel. During business hours (Eastern Time), technical support personnel are available by telephone. After hours and on weekends, a direct emergency technical support phone line is available. If the technical support person who is on call does not answer this line immediately, a voice message can be left and the call will be returned shortly. This team of highly trained staff is available to react to any problem and to do whatever is necessary to ensure customer satisfaction.

Technical Support:

- 1-613-686-1557
- 1-833-859-0499 (Toll free within North America)
- +800 3540 3545 (Toll free International)
- +91-22-5016-6177 (India)
- 1300 007 677 (Australia/Sydney)*
- E-mail: techsupport@rossvideo.com
- Website: http://www.rossvideo.com

*If the local support specialist is not available, your call will be transferred automatically to our North America center.

XPression Status Client Setup

The XPression Status Client software requires the XPression Monitor software to function. Both pieces of software can be installed on any machine and do not require a software license dongle.

The following topics are discussed in this section:

Setting up the XPression Monitor 5

Configuring the XPression Status Client 8

Setting up the XPression Monitor

Before setting up the XPression Status Client, the **XPression Monitor** needs to be configured.

Use the following procedures to configure the XPression Monitor:

Starting the XPression Monitor 5

Configuring the XPression Monitor 6

Starting the XPression Monitor

Install the XPression Monitor software on any available machine.

To start the XPression Monitor:

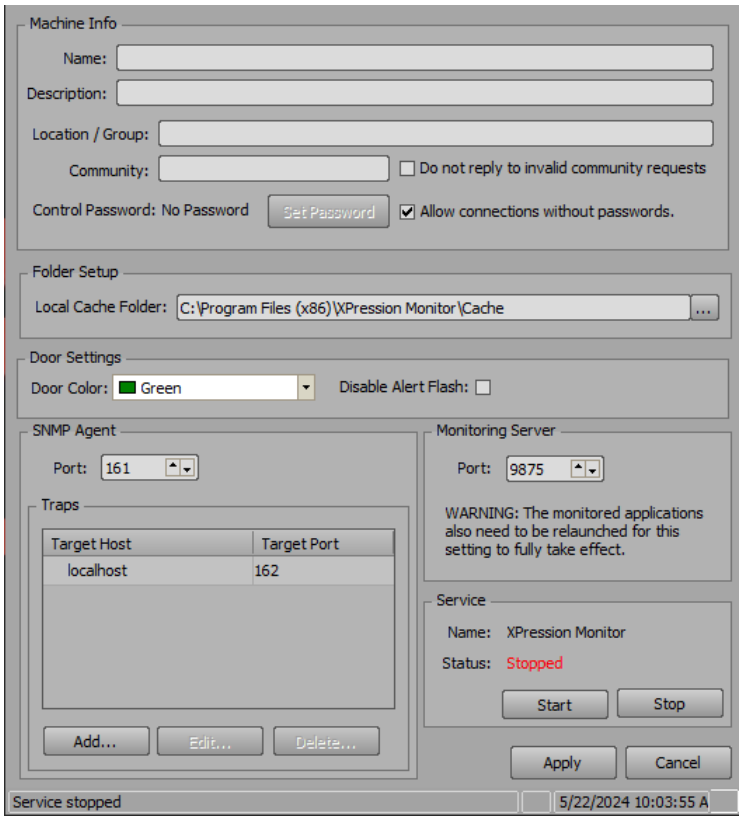
1. On the machine that has the XPression Monitor installed, in the **Start** menu, type `Start Monitor`.
2. Select **Start Monitor** ( ).

   If the Monitor has successfully started, an information message indicates that the XPression Monitor successfully started.

To start the monitor from the XPression Monitor Admin window:

1. On the machine that has the XPression Monitor installed, in the **Start** menu **Search** field, type **Monitor**.
2. Select **Monitor Admin** ( ).

   The **XPression Monitor Admin** window opens.



3. In the **Service** section, select **Start**.

   The service begins restarting. Once the service has restarted successfully, the **Status** is indicated as **Running**.

For more information on the XPression Monitor, including installation, see the ***XPression Monitor User Guide***.

Configuring the XPression Monitor

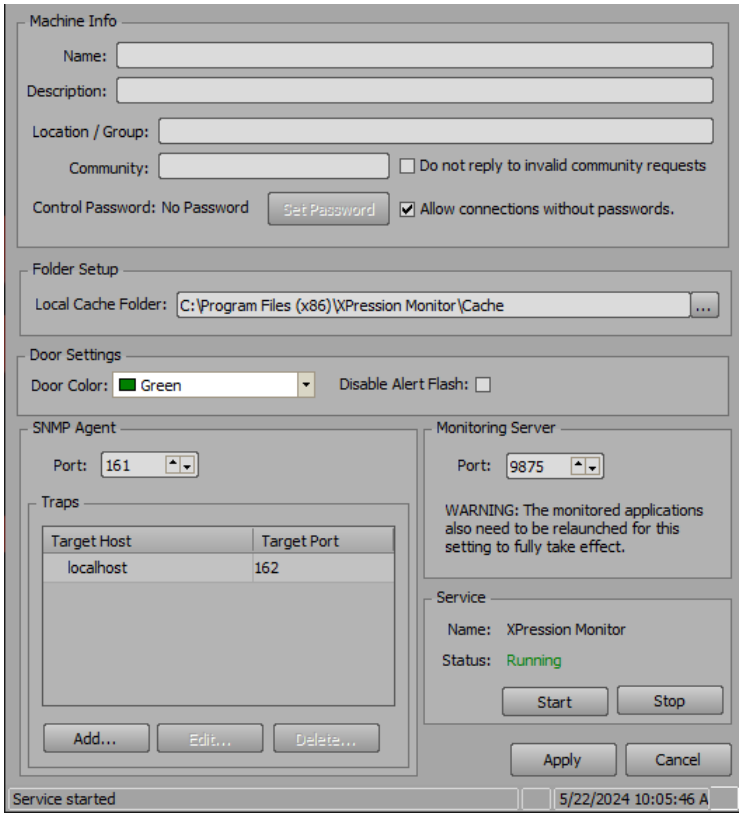
Use the **XPression Monitor Admin** to configure the XPression Monitor for use with the XPression Status Client.

★All monitor settings are stored in **xpMonitor.dat** in the installation folder of the XPression Monitor, except for the **Monitoring Server Port**, which is stored in the Windows registry.

To configure the XPression Monitor:

1. Start **Monitor Admin**, as described above.

   The **XPression Monitor Admin** window opens.



2. In the **Machine Info** section, configure the following:

   - **Name** — use this field to enter the name of the machine. It is auto-populated with the machine host name where the monitor is installed.
   - **Description** — use this field to enter a brief description for the machine if necessary.
   - **Location / Group** — use this field to enter the location of the machine or a group the machine is associated with.

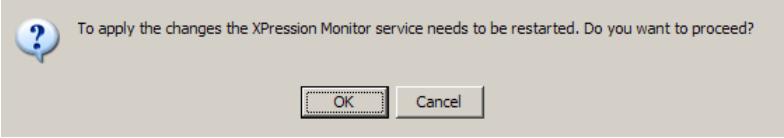
- **Community** — use this field to assign a custom **SNMP** community.
- **Do not reply to invalid community requests** — select this checkbox to not send replies to invalid community requests. Since it is not selected by default, a reply is sent when an invalid request has been received.
- **Allow connections without passwords** (selected by default) — when selected, a control password is not required to access control of the monitor. If not selected, select **Set Password** to enter and verify a password for control of the monitor.

3. In the **Door Settings** section, select a color from the **Door Color** list to set the color of the XPression Engine unit's front door light.
4. Also in the **Door Settings** section, clear the **Disable Alert Flash** to enable the XPression Engine unit's ability to flash when the **Locate** button is selected in the **XPression Status Client** application.

   Select the checkbox to disable and prevent the logo from flashing when the **Locate** button is selected.
5. In the **Monitoring Server** section, use the **Port** field to enter or select a port number for XPression applications to communicate with the XPression Monitor.

   By default, every XPression application will try to communicate with the XPression Monitor on local host port. This communication is purely internal, and there is no reason to change the Monitoring Server port, unless it conflicts with another application using the same port.
6. Select **Apply**.

   A confirmation prompt opens that indicates a need to restart the XPression Monitor service.



7. Select **OK**.

   The **Status** in the **Service** section momentarily indicates that the XPression Monitor has been **Stopped** while the service is restarting. Once the service has restarted successfully, the **Status** is indicated as **Running**.
8. If the **Monitoring Server Port** has been changed, restart the XPression Monitor and relaunch any monitored applications.

Configuring the XPression Status Client

The XPression Status Client software requires the XPression Monitor software to function. Both pieces of software can be installed on any machine and do not require a software license dongle.

For information about setting up the XPression Monitor, see XPression Monitor Setup 5.

Use the following procedures to configure the XPression Status Client:

Setting up the XPression Status Client Connections 8

Adding Clients Manually 8

Running Client Auto-Discovery 10

Grouping Clients 10

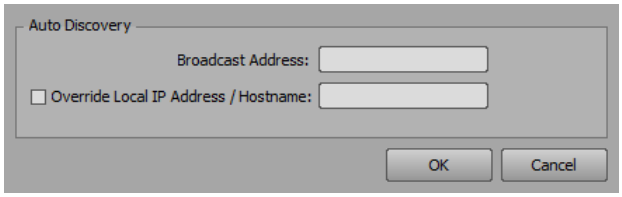
To set up the XPression Status Client connections:

1. Launch the **XPression Status Client**.

   The **XPression Status Client** opens.

2. Select **File** > **Settings**.

   The **Settings** window opens.



3. In the **Auto Discovery** section, use the **Broadcast Address** to enter the broadcast IP of the network subnet for auto-discovery of client machines within that subnet to be monitored.

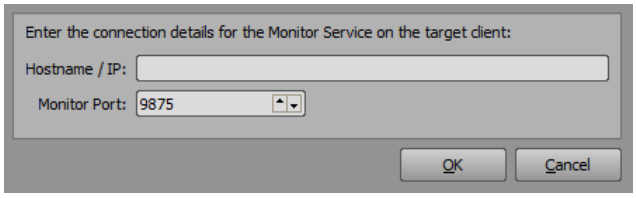
4. Select the **Override Local IP Address / Hostname** checkbox and enter the IP address or hostname of the current machine to override the **Broadcast Address** so that the remote monitor services can reach the Status Client, and then select **OK**.

   The **Settings** window closes.

To add clients manually:

1. Select **Clients** > **Add Client** to enter the connection information for the monitor service on the target client.

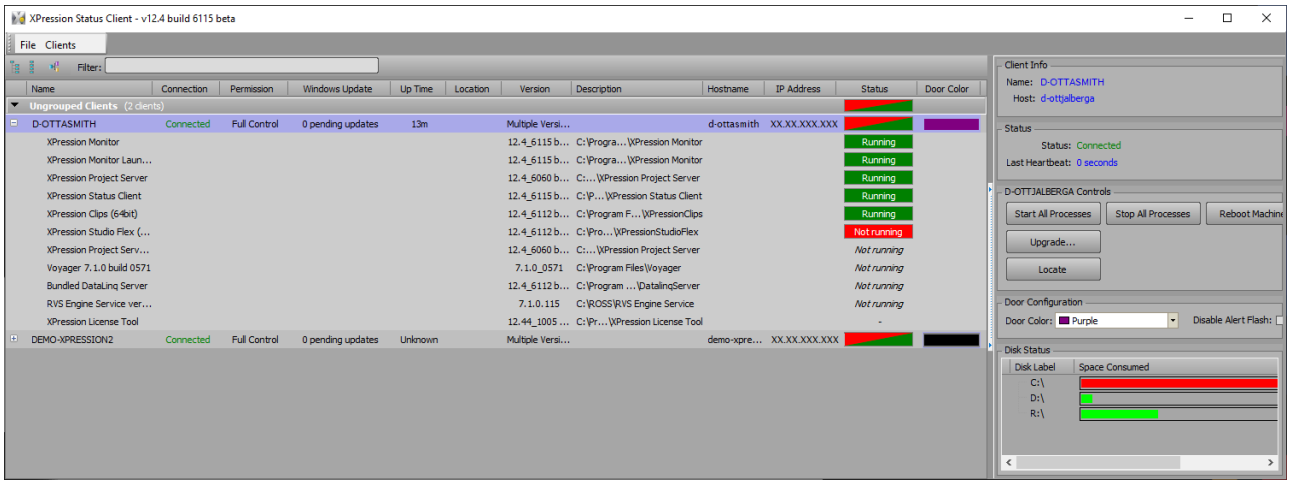
   The **Add Client** window opens.



2. In the **Hostname / IP** field, enter the computer name or the IP address.

3. In the **Monitor Port** field, enter or select the port number of the monitor service, and then select **OK**.

   The **Add Client** window closes and the client is added to the XPression Status Client.



The following items are listed in the **XPression Status Client** list:

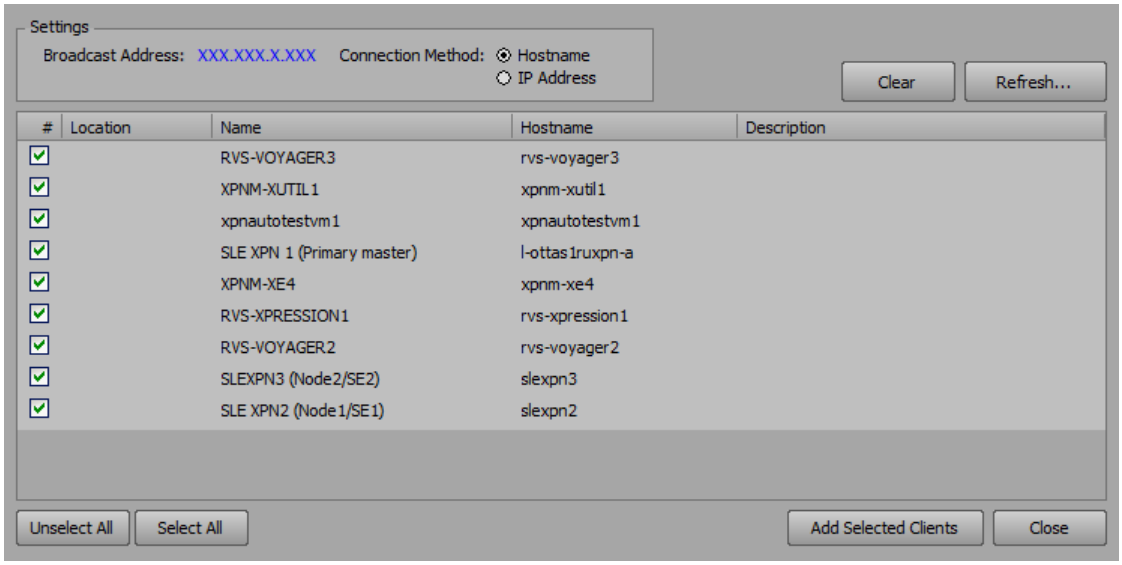
- **Name** (read-only) — lists the names of the XPression applications installed on this machine (expanded tree). The name matches the machine host name by default.
- **Connection** (read-only) — indicates if the machine is connected to the XPression Status Client.
- **Permission** (read-only) — lists the permissions granted to the user.
- **Windows Update** (read-only) — indicates whether or not there are pending Windows updates.
- **Up Time** (read-only) — indicates how long XPression Monitor has been running on the selected XPression machine.
- **Location** (read-only) — lists the location of the XPression machine if configured (for example, Studio A, Studio B, etc.).
- **Version** (read-only) — lists the software version of the XPression applications installed on the client machine.
- **Description** (read-only) — lists the install location of the software on the XPression machine.
- **Hostname** (read-only) — lists the hostname of the XPression machine.
- **IP Address** (read-only) — lists the IP address of the XPression machine.
- **Status** (read-only) — indicates if the XPression machine and application is running:
  - **Green** — the XPression machine or application is running.
  - **Red** — the XPression machine or application is not running.
  - **Gray** — the status of the application has been ignored.
  - **Red/Green** — the XPression machine is running with some of the applications running and some of the applications not running.
- **Door Color** — identifies the color of the light on the front door of the XPression machine.

- **Disk Status**
  - **Disk Label** — lists the drive on the client machine.
  - **Space Consumed** — displays the amount of used disk space.
  - **%** — lists the percentage of the disk space used.
  - **Free GB** — lists the number of Gigabytes remaining on the drive.

To auto-discover clients:

1. Once the **Broadcast Address** and the **Override Local IP Address / Hostname** (if necessary) has been configured, select **Clients** > **Auto Discover Clients**.

   The **Client Discovery** window opens.



2. In the **Settings** section, select one of the following options:
   - **Hostname** — add the discovered clients by host name. This option functions best when machines are on the same domain name.
   - **IP Address** — add the discovered clients by IP address.
3. In the client list, select (or de-select) the client machines to add to the XPression Status Client.
4. Select **Add Selected Clients**.

   The selected clients are added to the XPression Status client.

To group clients:

1. Select **Add Client Group** ( ).

   A new client group is added to the client list.
2. Enter a name for the new client group.
3. Drag and drop the necessary clients into the group.

Operating the Status Client

The following topics are discussed in this section:

Ignoring an Application Status 12

Starting and Stopping a Process 13

Rebooting a Client Machine 16

Locating a Client Machine 19

Ignoring an Application Status

This allows you to ignore the status of a particular application, if you want. When an application is being ignored, it will not be affected when all client processes are being started or stopped together.

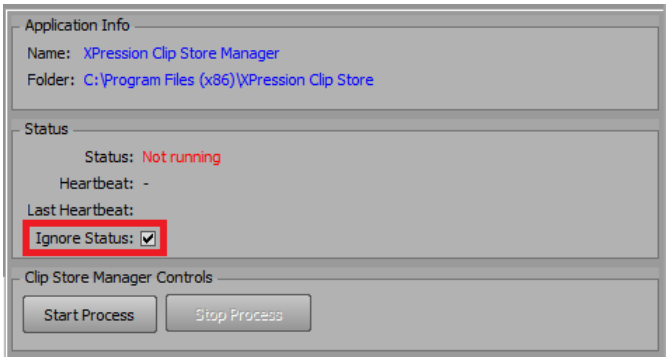
To ignore a status:

1. Select a client in the XPression Status Client.

   Select the **Permission** column heading to sort clients by permission status.

2. Expand the client to see the applications available for that client.

   The application information and functions are displayed.



3. In the **Status** section of the application information and functions, select the **Ignore Status** checkbox.

   The status turns gray, indicating the status of the application has been ignored.

Starting and Stopping a Process

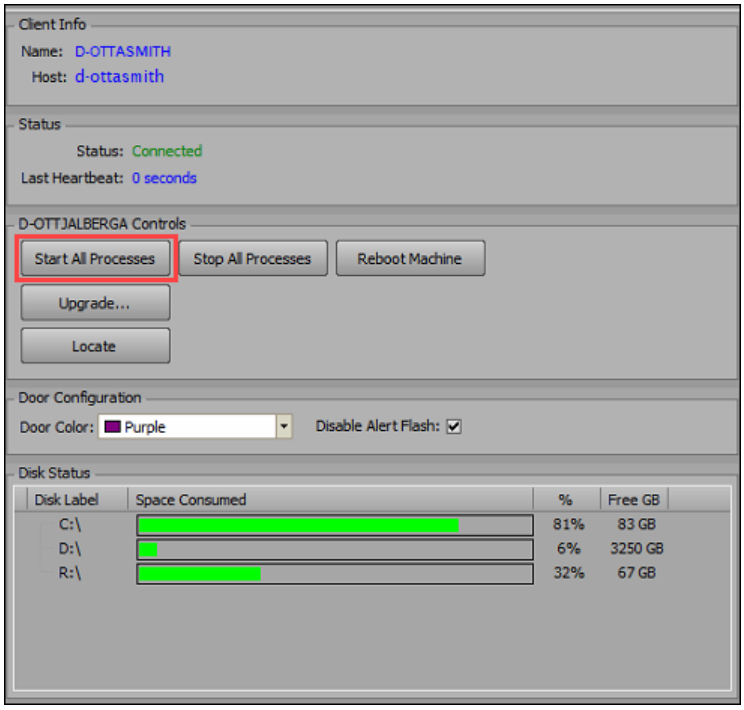
★When starting or stopping all client processes, any applications that have been set to **Ignore Status** will not be affected.

To start all client processes:

1. Select a client in the **XPression Status Client**.

   Select the **Permission** column heading to sort clients by permission status.

   The client information and functions are displayed.



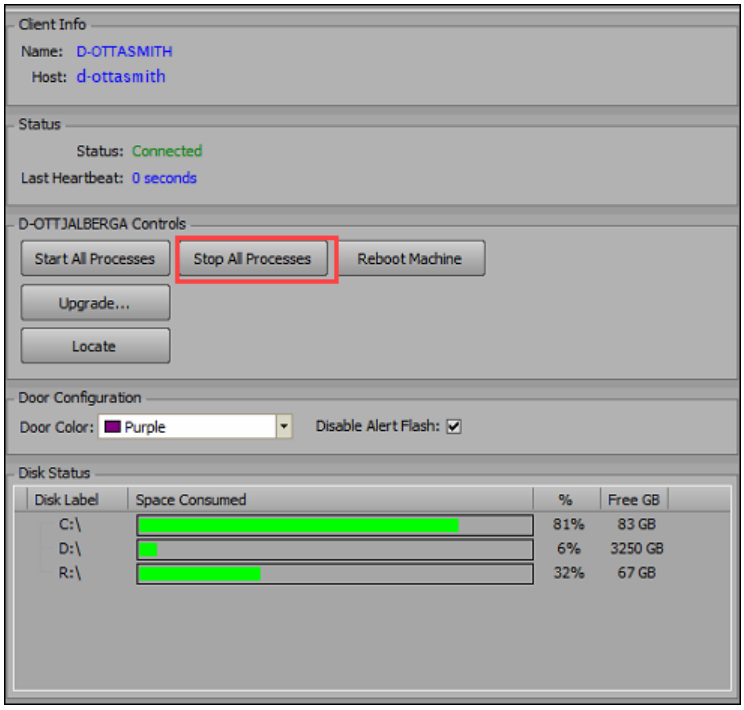
2. In the **Controls** section, select **Start All Processes**.

   All processes are started.

To stop all client processes not set to ignored status:

1. Select a client in the **XPression Status Client**.

   The client information and functions are displayed.



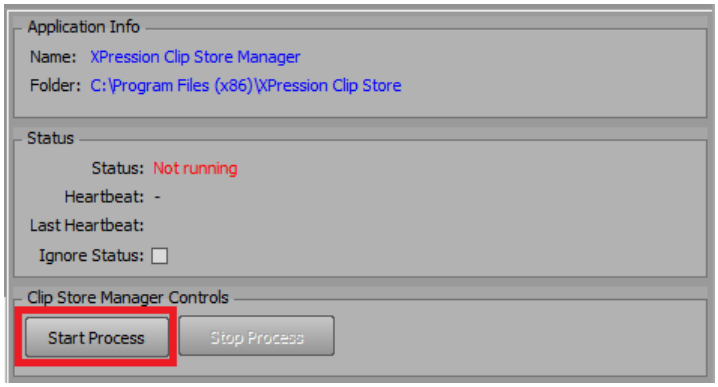
2. In the **Controls** section, select **Stop All Processes**.
3. In the **Confirmation** dialog, select **Yes**.

   All processes are stopped, including the Status Client.

To start an application process:

1. Select an application from a client in the **XPression Status Client** that is not running or has been ignored.

   The application information and functions are displayed.



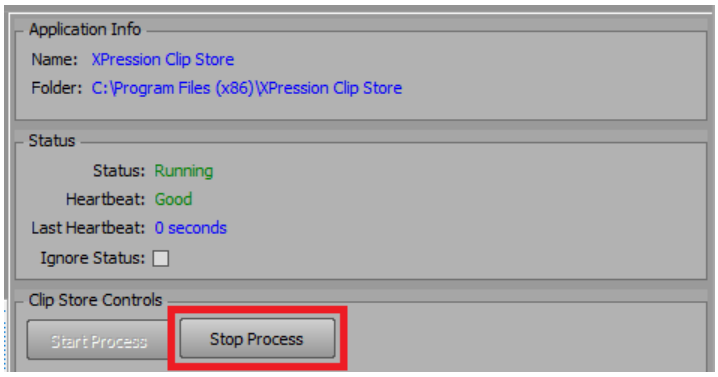
2. In the **Gateway Controls** section, select **Start Process**.

   The process is started.

To stop an application process:

1. Select an application from a client in the **XPression Status Client** that is running.

   The application information and functions are displayed.



2. In the **Controls** section, select **Stop Process**.

   The process is stopped.

Rebooting a Client Machine

In the Status Client you can reboot a client machine directly.

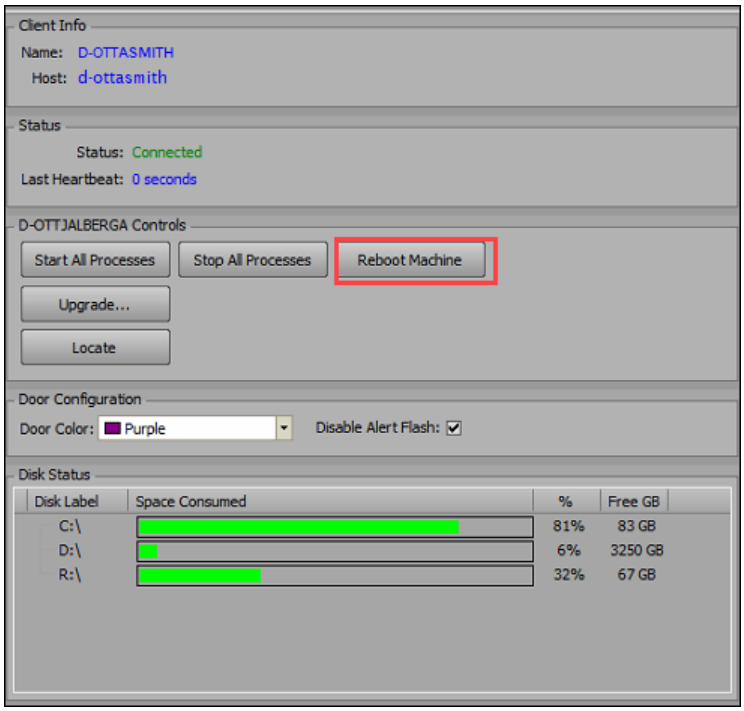
★Do not reboot a client machine when it is on-air.

To reboot a client machine:

1. Select a client in the **XPression Status Client**.

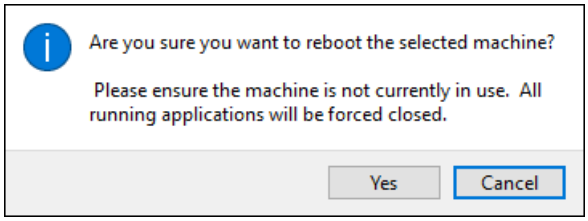
   Select the **Permission** column heading to sort clients by permission status.

   The client information and functions are displayed.



2. In the **Controls** section, select **Reboot Machine**.

   A confirmation prompt is displayed.



3. Select **Yes**.

   The client machine is rebooted.

Upgrading the Software on a Client Machine

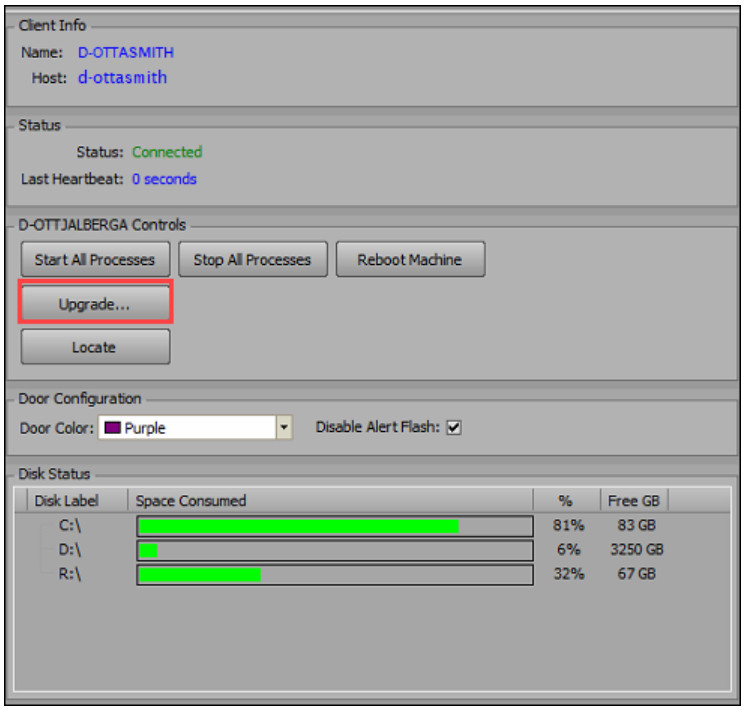
★Do not upgrade the software on a client machine when it is on-air.

To upgrade a client machine:

1. Select a client in the **XPression Status Client**.

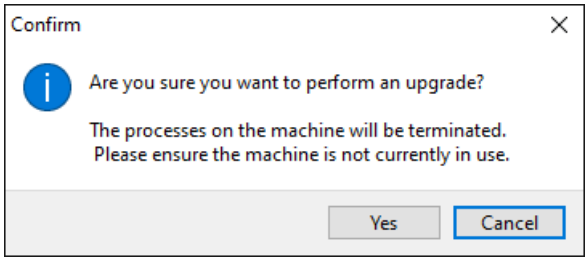
   Select the **Permission** column heading to sort clients by permission status.

   The client information and functions are displayed.



2. In the **Controls** section, select **Upgrade**.

   A confirmation prompt is displayed.



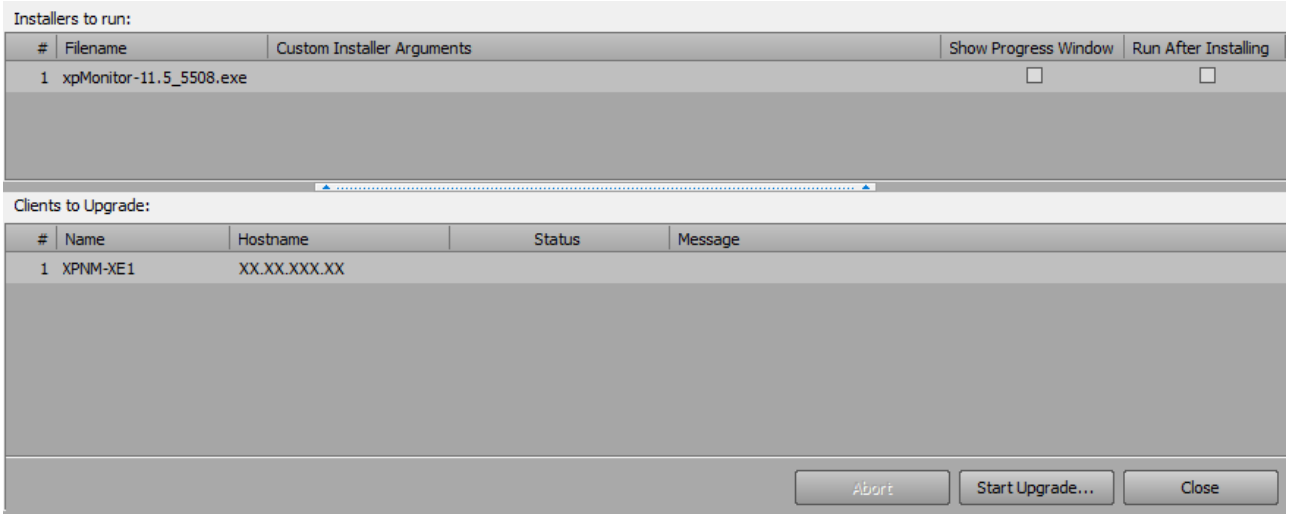
3. Select **Yes**.

   A file browser opens.

4. Navigate to the installer for the software, select it, and then select **Open**.

   Multiple installers can be selected in the file browser.

   The **Upgrade Remote Clients** window opens.



5. In the **Installers to run** list, select the installer to use for the upgrade.
6. Select the **Show Progress Window** checkbox to display the upgrade progress window when performing the upgrade.
7. Select the **Run After Installing** checkbox to run the application after the upgrade.
8. In the **Clients to Upgrade** list, select the client machine for the upgrade, and then select **Start Upgrade**.

   The upgrade starts and the **Status** of the upgrade is displayed in the **Clients to Upgrade** list. When finished upgrading, the **Status** will display as 'Complete'.

   ★Selecting **Abort** cancels a queued list of application upgrades. Any upgrade that is in progress when **Abort** is selected continues to completion, but any subsequent upgrades in the queued list will be canceled.

9. Select **Close**.

   The **Upgrade Remote Clients** window closes and the upgraded software is indicated in the **Version** column of the application.

Locating a Client Machine

When a system consists of multiple XPression Engines units, it may be difficult to visually identify a specific unit in the rack. To resolve this issue, the XPression Status Client's **Locate** button causes the XPression logo front of the XPression Engine unit to flash for easy identification.

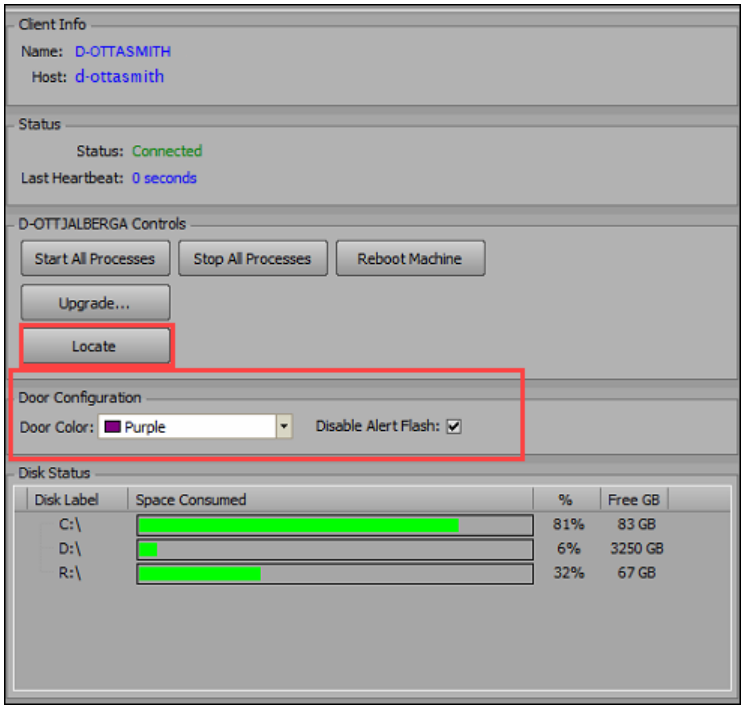
★ The XPression Status Client's **Locate** feature only works if the client machine selected in the Client List is an XPression Engine unit and the **Door Configuration** section's **Disable Alert Flash** is cleared.

To locate the XPression Engine unit:

1. In the **XPression Status Client**, select a client machine.
2. In the **Door Configuration** section, clear **Disable Alert Flash**.
3. In the **Controls** section for the selected client, select **Locate**.

   The button changes to **Locating** and the XPression Engine unit's front logo begins to flash.

   If the unit's logo does not flash, ensure that the **Disable Alert Flash** checkbox is not selected in the **Door Configuration** section**.**



4. Once you have identified the unit, stop the logo from flashing by selecting **Locating**.

   The logo on the unit's door stops flashing.

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- Product information and pricing
- Technical support
- Upcoming trade show information

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