XPression

XPression

XPression Monitor User Guide

Version 11.5

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.)*

Product Name User Guide

- Ross Part Number: 3500DR-020-11.5

- Version: 11.5

The information contained in this guide is subject to change without notice or obligation.

Copyright

Patents

Notice

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 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**" shall mean 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 the NewTek NDI™ software (http://NDI.NewTek.com/); and

"**Use**" means to execute, run, display, store, merge, network, Modify, translate, host 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, or, in the case of Freeware only, upon download of the Software by Licensee onto its Designated Equipment, 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"), during the License Period. In the event that a License Period is not identified on the Order, such License Period shall be deemed to be perpetual, subject to paragraph 10(c) of this Agreement. 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 3 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) 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. **FREEWARE.** Other than the obligation to pay a License Fee, which does not apply to the Freeware, all other provisions of this End User Software License Agreement apply to the Freeware in the same way as they apply to all other Software that is the subject of this Agreement. In addition, in connection with the Freeware, the following provisions apply:

   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.

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 secrets 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. **OPEN SOURCE SOFTWARE.**

   a. Software may use and/or be provided with Open Source Components, including those detailed in the Third Party section below. To the extent stipulated by its Open Source License, each such Open Source Component is licensed directly to Licensee from its respective licensors and not sublicensed to Licensee by Ross Video, and such Open Source Component is subject to its respective Open Source License, and not to this Agreement. If, and to the extent, an Open Source Component requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Open Source Component which is governed by such Open Source License.

   b. If Licensee, or another party on Licensee's behalf, modifies, replaces or substitutes any Open Source Component used in or provided with this Software, Licensee hereby fully, forever, irrevocably and unconditionally releases and discharges Ross Video, its Affiliates and its and their employees, officers, directors, resellers, distributors and representatives (collectively, "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, covenants, liabilities, warranties, performance and maintenance and support obligations (collectively, "Released Claims"), of every kind and nature, with respect to such Software, including without limitation any such Released Claims that arise as a matter of applicable Law.

   c. If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Licensee, and such source code was not delivered to Licensee with the Software, then Ross Video hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Ross Video from https://www.rossvideo.com/open-source-information/.

10. **THIRD PARTY SOFTWARE.**

   a. 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.

   b. FFmpeg Notice. The Software may utilize FFmpeg video components and their included libraries. FFmpeg is a trademark of Fabrice Bellard (originator of the FFmpeg project). Ross Video disclaims any ownership claim to FFmpeg. Please refer to http://ffmpeg.org (copyright is in the FFmpeg developers). FFmpeg is licensed under the Lesser GNU Lesser General Public License v2.1 or Lesser General Public License v3.0. GNU Lesser General Public, Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA. Licensee can distribute it and/or modify it under the terms of such licenses."

11. **INTELLECTUAL PROPERTY INDEMNITY.**

   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);

(a) 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 Customer acquired the Ross Product(s) in the United States or Canada, the laws of the state or province where Customer's principal place of business is located govern the interpretation of this Agreement, claims for its breach, and all other claims regardless of conflict of laws principles. If Customer acquired the Ross Product(s) in the European Union or the United Kingdom, then the laws of England and Wales apply. If Customer 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 flowdown provisions required by any customer of Licensee that is a Governmental Authority unless Ross Video expressly agrees to be bound by such flowdown 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.

Snippet source EULA_Pg_11_Snippet.xml not found!

Warranty and Repair Policy

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

- Product Name Server — 12 months

- Product Name 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 Product Name 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.

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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

Contents

Introduction

Thank you for choosing a Ross Video Product Name system.

Ross Video designed Product Name with the needs of live production in mind. Product Name is a tool that is used in conjunction with the XPression Status Client to monitor multiple client machines and ensure that all are operating as intended.

We appreciate your business and sincerely hope that you have a great experience with your new Product Name 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 Product Name system.

If, at any time, you have questions pertaining to the operation of Product Name, 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.
Bold 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`.
Hypertext	Identifies a hyperlink to a related topic.

Getting Help

Product Name documentation is available online at Product Documentation and is also accessible on the product USB key and by clicking on 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:

- 1-844-652-0645 (North America)
- +800 1005 0100 (International)
- After Hours Emergency: (+1) 613-349-0006
- E-mail: techsupport@rossvideo.com
- Website: http://www.rossvideo.com

XPression Monitor Setup

XPression Monitor Setup

The following topics are discussed in this section:

Installing XPression Monitor

Use the following procedures to complete the install of the XPression Monitor:

To install the XPression Monitor:

1. Locate and double-click the **xpMonitor-X.X_XXXX.exe** file.

   The **Setup - XPression Monitor** page opens.
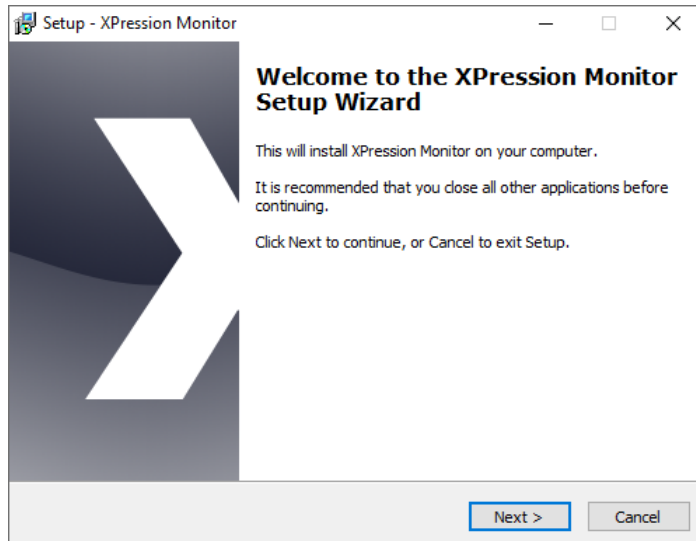
2. Select **Next**.

   The **Select Destination Location** page opens.
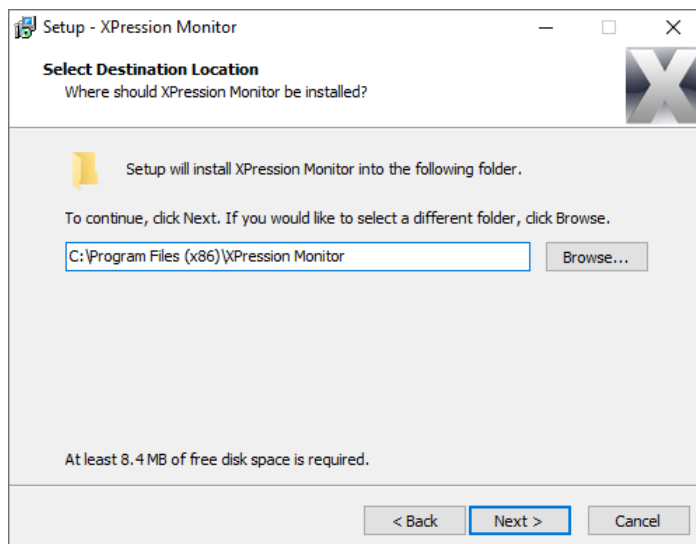
3. Use the default destination folder location or click **Browse** to locate and select a different destination location.

4. Select **Next**.

    The **Select Components** page opens.
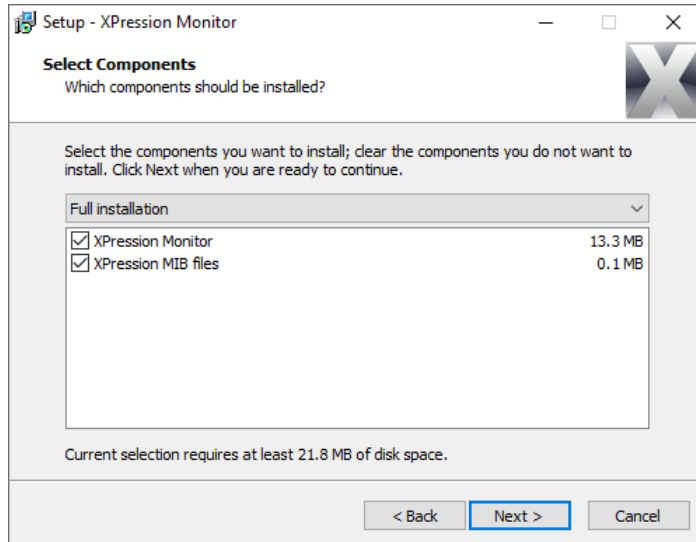
5. From the **Installation** drop-down, select **Full installation** (default installation):

    The **XPression Monitor** and **XPression MIB files** checkboxes are selected.

    OR

    Select **Custom Installation** and configure the install as follows:

    - Select the **XPression Monitor** checkbox.

    - De-select the **XPression MIB files** checkbox.

    The XPression Monitor does not require the MIB files, however the SNMP manager does require them. If installing multiple monitors, only one set of MIB files is required. The files can then be added to the SNMP manager that is used.

6. Select **Next**.

    The **Select Start Menu Folder** page opens.
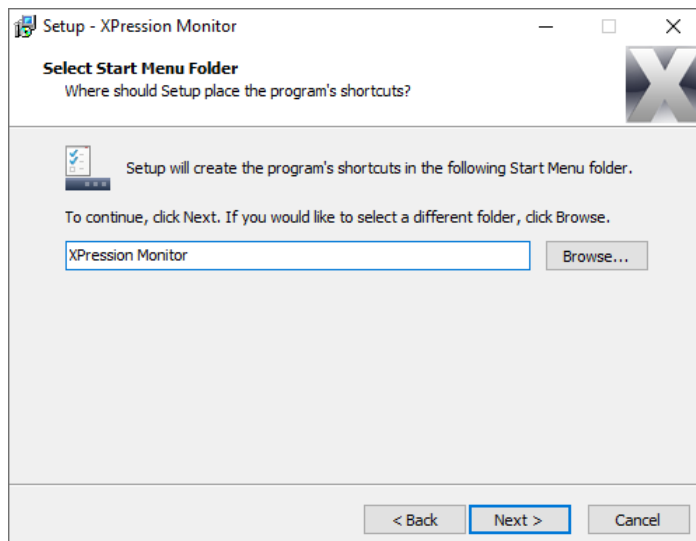
7. Use the default **Start** menu folder location or click **Browse** to locate and select a different **Start** menu location.

8. Select **Next**.

    The **Ready to Install** page opens.
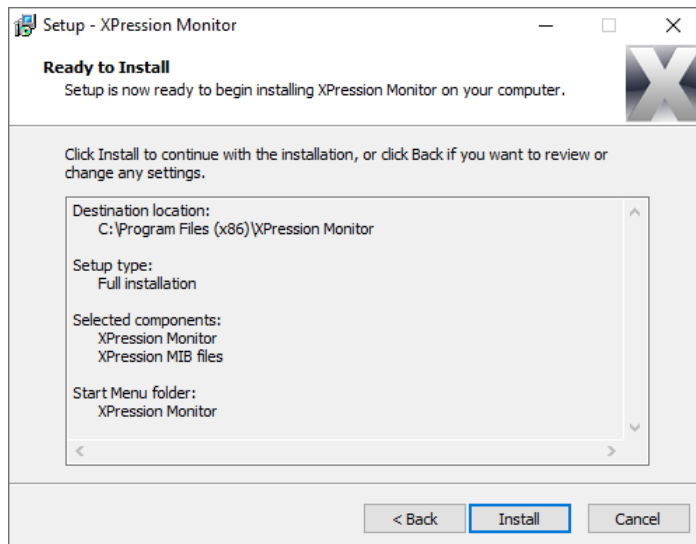
9. Select **Install**.

    The installation begins. Once the installation is complete, the **Completing the XPression Monitor Setup Wizard** page opens.
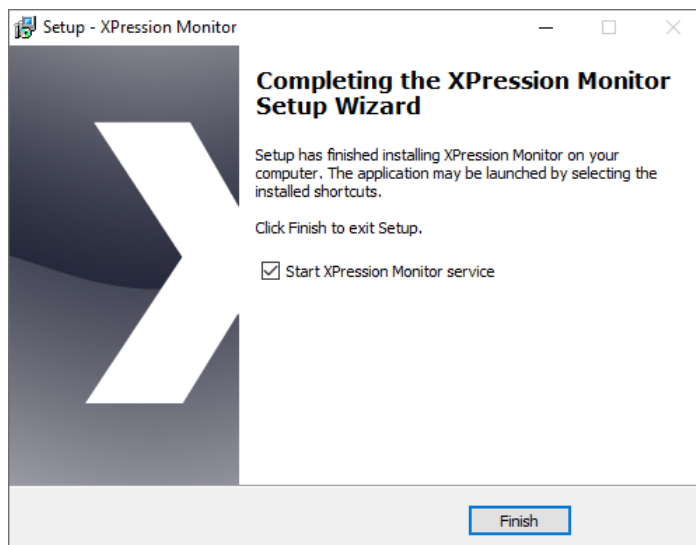
10. Select **Finish**.

    If the **Start XPression Monitor Service** checkbox is left as selected by default and the installation was successful, an information box is displayed that indicates that the XPression Monitor was successfully started.

Starting and Stopping XPression Monitor

After installing the XPression Monitor, its service is automatically started. However, if the option to start after install is de-selected, if the service has been stopped at any point, or if the service needs to be stopped, use the following procedures to start and stop the Monitor services:

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Stopping the XPression Monitor 10

Starting the XPression Monitor

Use one of the following 2 methods to start the XPression Monitor.

To start the monitor from the Start menu:
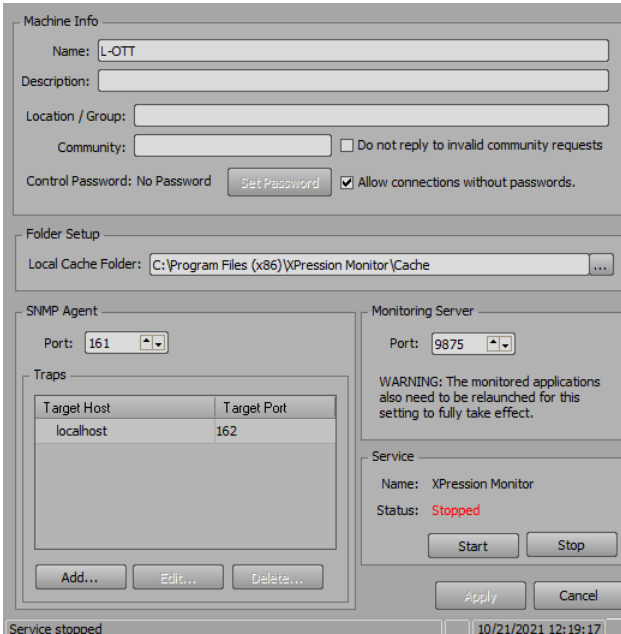
1. On the machine that has the XPression Monitor installed, in the **Start** menu **Search** field, enter `monitor`.

2. From the results, select **Start Monitor** (▢).

   If the Monitor has successfully started, an information message indicates that the XPression Monitor was 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, enter `monitor`.

2. From the results, 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**.

Stopping the XPression Monitor

Use one of the following 2 methods to stop the XPression Monitor.

To stop the XPression Monitor from the Start menu:

1. On the machine that has the XPression Monitor installed, in the **Start** menu **Search** field, enter `monitor`.

2. From the results, select **Stop Monitor** (⬚).

   If the Monitor has been successfully stopped, an information message indicates that the XPression Monitor was successfully stopped.

To stop the XPression Monitor from the XPression Monitor Admin window:

1. On the machine that has the XPression Monitor installed, in the **Start** menu **Search** field, enter `monitor`.

2. From the results, select **Monitor Admin** (⬚).

   The **XPression Monitor Admin** window opens.

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

   The service begins to stop and the **Status** in the **Service** section indicates that the XPression Monitor has been **Stopped**.

Configuring XPression Monitor

Use the **XPression Monitor Admin** to configure the XPression Monitor.

⭐ 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. On the machine that has the XPression Monitor installed, in the **Start** menu **Search** field, enter `monitor`.

2. From the results, select XPression Monitor Admin (🖼).

   The **XPression Monitor Admin** window opens.

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

   - Name — use this box to enter the name of the machine. It is auto-populated with the machine currently in use.

   - Description — use this box to enter a brief description for the machine if necessary.

   - Location / Group — use this box to enter the location of the machine or a group the machine is associated with.

   - Community — use this box to assign a custom SNMP community.

   - Do not reply to invalid community requests — select this check to not send replies to invalid community requests. It is not selected by default, sending a reply when an invalid request has been sent.

   - Allow connections without passwords (selected by default) — when selected, a control password is not required to access control of the monitor. If selected, click Set Password to enter and verify a password for control of the monitor.

4. In the **Folder Setup** section, use the **Local Cache Folder** field to enter a file path for the local cache folder for the monitor or click **Browse** (...) to select a file path.

It is set to the XPression Monitor cache folder in the **Program Files** by default.

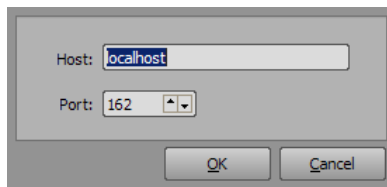5. In the **SNMP Agent** section, use the **Port** field to enter or select an SNMP port number.

On a system that does not have the Windows SNMP agent or another SNMP agent running, the default SNMP port 161 can be used and does not have to be changed. The third-party SNMP manager will need to be configured accordingly.

6. Use the **Traps** list to add, delete, and edit a list of host/port targets for SNMP traps (notifications).

The default is one target on local host port 162. However, this would usually be changed to the corresponding setting in the third-party SNMP manager (it is also likely that it will not be local, as there will probably be a single SNMP manager that all XPression Monitor services on different machines will target for notifications).
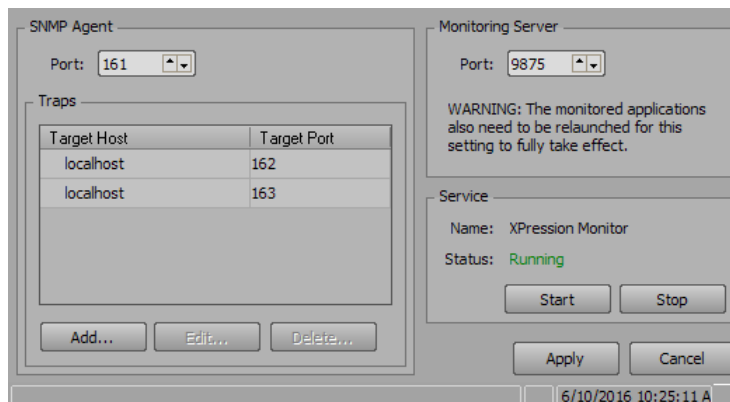
a. Select **Add**, to add a target host.

The **Add Trap Target** dialog opens.

b. Use the **Host** field to enter or select the target host IP address for the SNMP traps.

c. Use the **Port** field to enter or select the target port number for the SNMP traps.

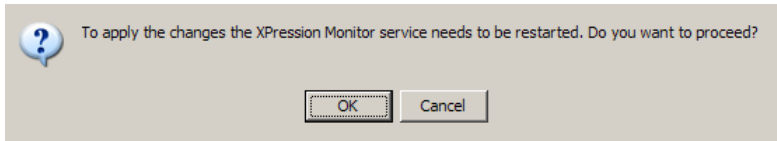d. Select **OK**.

The trap target is added to the **Traps** list.

7. 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 **9875**. 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.

8. Select **Apply** for the changes to take effect.

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

9. 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**.

10. If the **Monitoring Server** port has been changed, restart the XPression Monitor and relaunch any monitored applications.

Management Information Base (MIB) Files

MIB Tree

The structure of the data in SNMP is organized in a static tree. That tree hierarchy is described in a collection of MIBs. Each MIB defines a node in that hierarchy – a module – of conceptually grouped "managed objects", using a subset of the ASN.1 language. Managed objects are uniquely identified with an OID. MIBs are "published", and once they are defined, OIDs are defined permanently.

For instance, Ross Video has an assigned OID under the 'enterprises' node:

* .iso.org.dod.internet.private.enterprises.rossVideo

* .1.3.6.1.4.1.27399 (numerically)

The XPression top-level is defined in (ROSS-XPRESSION-MIB) under 1.3.6.1.4.1.27399.4. Specifically, everything currently provided by the XPression Monitor is under:

* iso.org.dod.internet.private.enterprises.rossVideo.xpression.xpressionObjects

* .1.3.6.1.4.1.27399.4.1

The values of MIB objects can be queried using the SNMP GET request. The object queried is identified by its OID and an instance number. For scalar objects, the instance is always 0. For objects within a table, the instance is an index value, as defined by the index type of the table entry (in the simplest case, an integer). For objects within a table with multiple dimensions, the instance is a dot-separated list of indices, with one index for each of the table's dimensions.

For instance, to get the number of applications on an XPression workstation, one would query for:

* .1.3.6.1.4.27399.4.1.3.1.1.0

* (iso.org.dod.internet.private.enterprises.rossVideo.xpression.xpressionObjects.xpressionAppMib.xpressionAppObjects.xpNumberOfApps.0)

The SNMP GETNEXT request is also supported. It is usually used to query the content of whole table.

MIB Files

ROSS-XPRESSION-APP.mib – Status and notifications generally pertaining to any XPression application are defined in ROSS-XPRESSION-APP.mib. The main entry in this MIB is the XPression application table, which collects the data that is commonly available for all the XPression executables. This includes the title, filename, version, process ID, status, heartbeat, last exception thrown, dongle status, set of licenses, editions, and options used by the application, etc.

ROSS-XPRESSION-ENGINE.mib – Status and notifications pertaining specifically to an XPression engine (Studio, BlueBox, Prime, GO, Tessera, etc.) are defined in ROSS-XPRESSION-ENGINE.mib. The main entry in this MIB is the engine table (since there is usually a single engine per workstation, this table usually has a single row). Alongside it is the projects table (for loaded projects), the remote connection table (clients connected to the engine remote server), and the I/O board table (for I/O boards configured on this engine), and board temperature (if available). The engine table includes the render and UI thread statuses, performance meter, memory usage, number of configured inputs, outputs and I/O boards, remoter server status, etc.

ROSS-XPRESSION-GATEWAY.mib – Status and notifications pertaining specifically to an XPression gateway are defined in ROSS-XPRESSION-GATEWAY.mib. The main entry in this MIB is the gateway table (since there is usually a single gateway per workstation, this table usually has a single row). Alongside it are the server and connection tables for each server on the gateway (plug-in, MOS, remote sequencer), as well as the status for the output engine and offline/preview engine connections, and a running orders table.

ROSS-XPRESSION-HW.mib – Status and notifications pertaining to the hardware platform are defined in ROSS-XPRESSION-HW.mib. For the XPression Monitor to report these, the openHardwareMonitor application must be running (openHardwareMonitor software is a widely available free downloadable open source application). A table of hardware devices is defined – it matches what openHardwareMonitor supports and detects. A table of sensors is also defined – again reporting the data collecting by openHardwareMonitor. Each sensor has a type and reports a min value and max value in a given unit. Note that each sensor belongs to a hardware device, but SNMP does not support nested tables, so the sensor table is alongside the device table.

★Refer to the descriptions in the MIB files for more details about the data available for monitoring.

Contact Us

Contact our friendly and professional support representatives for the following:

- Name and address of your local dealer

- Product information and pricing

- Technical support

- Upcoming trade show information

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