

HAIVISION MCS, LLC (the "Company")
TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale ("Terms and Conditions") apply to all sales and service provided by the Company unless otherwise agreed in writing and signed by the Company and the Customer. By entering into a written sales agreement with the Company, submitting an order to the Company, taking delivery of goods sold by the Company, or making payment on invoice from the Company, Customer accepts and agrees to these Terms and Conditions.

1. PURCHASE. The Company shall have no obligation to provide any goods or services not expressly described in a written sales agreement ("Sales Agreement") or change order ("Change Order") signed by the Company and the Customer. The Company expressly reserves the right to make such changes in or to goods and services as may be required by law or governmental authority, at Customer's expense.

2. CHANGE ORDERS. If Customer desires additions or other changes to the specifications for the goods or services set forth in the Sales Agreement, Customer shall submit a written change order request to the Company, and the Company will provide Customer with an estimate of the cost of such change. If Customer and the Company agree on such changes and costs, a Change Order must be signed by the Company and Customer to be effective. Customer shall be responsible for all costs associated with such change request including any expense to obtain cost information for such change request and the actual final cost of such changes made.

3. PAYMENT. If payment terms are not set forth in the Sales Agreement, payment shall be due within thirty (30) days of the date of the Company's invoice for the respective goods and services. All payments shall be by certified funds, bank wire, or bank draft. The Company may decline to make any further shipments or deliveries or perform any services if Customer has not paid all amounts when due. Any amount not received when due will bear interest at the rate of 1.5% per month (18% per year) from the date due. All payments shall be made in United States dollars to the Company's designated payment address. No amount due the Company shall be subject to set-off, deduction or counterclaim of any kind. Any amount received from or for the account of Customer may be accepted and applied by the Company against any indebtedness or obligation owed by Customer without prejudice to or discharge or accord and satisfaction of the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend, notation, document or writing appearing on, referring to, or accompanying such remittance.

4. CHARGES AND TAXES. Any charges for drafts, wire transfers, and bad checks shall be paid by Customer on demand by the Company. Customer shall pay for all of the Company's costs of perfecting its interest under and enforcing these Terms and Conditions and the Sales Agreement (including reasonable attorneys' fees). All personal property, sales, use, excise, import, duty, value added, and similar taxes applicable to the equipment/services, not based on the income of the Company, shall be paid by Customer, or Customer shall provide the Company with a valid tax exemption number or certificate acceptable to the applicable taxing authorities.

5. RETENTION OF TITLE. The Company retains title to all goods until all amounts due to the Company relating to such goods have been paid in full. Customer may not sell, transfer or otherwise dispose of the goods sold until all amounts due have been paid in full to the Company. In addition to any other remedies, the Company shall be entitled to immediate repossession of any goods delivered by or on behalf of the Company if Customer fails to make payment when due, and Customer hereby permits the Company entry to Customer's premises for such purpose and waives any and all rights to notice or hearing prior to seizure of the goods following default in payment.

6. SHIPMENT AND DELIVERY. Unless otherwise set forth in the Sales Agreement, pricing and shipment are F.O.B. origin (the Company's Georgia facility) and do not include taxes, crating, freight, transport, delivery, insurance, dismantling, loading, unloading, or installation. Such additional charges shall be paid by Customer. The Company will use its discretion in selecting the transportation method and carrier. Any projected, target, or designated date of shipment, delivery, or installation is not a guaranteed date but merely an estimate, and the Company shall have no liability for failure to meet such target date(s). The Company reserves the right to make deliveries in installments. Risk of loss and damage to goods shall pass to Customer at the Company's Georgia facility, and the Company shall not be responsible for any loss or damage thereto due to loading, transport, or unloading. Claims for goods lost or damaged in transit or loading or unloading are Customer's sole responsibility and shall not give rise to a right of cancellation of an order or the Sales Agreement. If so indicated in the Sales Agreement, the Company, at Customer's expense, will endeavor to obtain insurance covering losses to the goods, which losses are at Customer's risk including but not limited to theft, breakage, fire, and water damage.

7. INSPECTION AND ACCEPTANCE OF EQUIPMENT. Customer shall inspect all goods and assemblage and test the same within five (5) days after installation if installation is performed by the Company, and if not installed by the Company, then within five (5) days after the goods are delivered. Failure of Customer to inspect and test and/or failure to notify the Company in writing of any noncompliance or other reason for Customer's rejection of any goods or services within such five-day period and the specific grounds for rejection shall constitute irrevocable acceptance of the goods and services.

8. INSTALLATION. The Company is not responsible for unloading or installation of any equipment or other goods unless specifically set forth in the applicable Sales Agreement. The Company shall have no responsibility for equipment or other goods if installed by any person other than an authorized employee or agent of the Company. Customer shall provide such access to delivery and installation locations and utilities as may be required by the Company for installation of the goods and to perform services. Customer shall be responsible for all walls and foundational structures. The Company does not provide structural engineering advice or instructions with respect to walls or foundational structures. Customer shall timely provide all third party hardware/software required for installation and operation of the equipment other than the hardware/software that the Company is to provide as specifically described in the applicable Sales Agreement. Customer shall provide a safe working environment and be responsible for any hazardous material/substance/condition, property damage or personal injury resulting from property conditions not caused solely by the Company. If installation by the Company is restricted, prohibited or delayed due to unsafe/unfit working site conditions, lack of access, power or similar conditions, as determined solely by the Company, Customer shall pay, upon receipt of invoice, all installation charges shown in the applicable Sales Agreement, and if an installation charge is not separately listed in such Sales Agreement, then the Customer shall pay the Company's standard installation charges as if the goods had been installed plus the Company's costs of travel, lodging, meals and reasonable incidentals for any time spent traveling to and from the install location and during the Company's stay in such locale (other than for locations in Atlanta, Georgia). If, once such work conditions are resolved to the Company's reasonable satisfaction, Customer subsequently desires the Company to return to the site to install or continue install of the goods, Customer shall pay the Company, upon receipt of invoice, the Company's costs of such additional travel, lodging, meals and reasonable incidentals for any time spent traveling to and from the install location and during the Company's stay in such locale (other than for locations in Atlanta, Georgia), but no additional installation charge. In the event that, due to conditions not caused by the Company, the Company is required to extend its normal installation time, Customer shall pay the Company, upon receipt of invoice, the Company's standard hourly labor rates for the levels of installation specialists required for installation time exceeding the Company's normal installation time plus the Company's costs of travel, lodging, meals and reasonable incidentals for any such extended period.

9. SAFETY COMPLIANCE. Customer shall use, and shall require its employees and agents to use, safety devices and proper safe operating procedures as set forth in the applicable manuals, instructions, and labels for the goods. Customer shall not remove or modify any safety device, label, or warning from the goods. Customer shall further comply with all applicable safety and other laws, standards and regulations. The Company shall have no liability for, and Customer shall indemnify and hold the Company harmless against, any damages, obligation, loss, and expense related to Customer's use of the goods. It is Customer's responsibility to ensure electrical and other code compliance of the goods.

10. WARRANTY. The Company warrants that all Haivision MCS-manufactured products, except for displays, are covered against defects in materials and workmanship under normal use for up to five (5) years. Haivision MCS-manufactured displays are covered for up to three (3) years. Any warranty claim must be made in writing to the Company promptly after discovery of the defect and within the applicable warranty period. If the Company determines the conditions of the warranty are met and that Customer has met its obligations under the Sales Agreement including all payments, the Company's sole obligation under this warranty and Customer's sole and exclusive remedy is the repair or replacement, at the Company's option, of the defective component, free of charge. The Company does not provide on-site repair or replacement as part of its warranty service, but will instruct Customer regarding return of equipment under warranty once authorized in writing by the Company. Company may, at its sole discretion, offer onsite repair of defective hardware as part of an additional service. Rates and availability of onsite repair services are the sole discretion of the Company, and in no event shall Company be obligated to offer onsite repair as part of warranty service. All replacement components are warranted for the remaining term of the original warranty period for the replaced component. This warranty does not cover normal wear and tear. If the Company determines that any equipment returned is not subject to this warranty, Customer shall pay all shipping and the Company's handling and evaluation charges. No warranty is made as to installation. This warranty is not transferable.

The foregoing warranty does not cover goods not manufactured by the Company. Goods manufactured by third parties shall be covered by such warranties as may be provided directly by the manufacturers, and the Company does not provide any add-on warranty to such third party warranty or otherwise warranty such third party goods. The Company does not warranty any third party work or services. In the event that the Company troubleshoots with respect to third party hardware/software, the Company shall not be liable or responsible for such hardware/software or any matter or circumstance resulting therefrom. The Company is not responsible for noise or vibration caused or heat produced by the goods or the operating environment.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. FORCE MAJEURE. The Company shall not be liable for any damages or loss, or failure of or delay in performance, and shall not be in default, in the event of accident, fire, flood, explosion, war, strike, riot, sabotage, embargo, law, regulation, ruling, order or requirement

of any government or government agency or court or tribunal or military authority, shortage or failure of appropriate materials, equipment, or labor, or any other cause beyond the Company's control, including delays due to Customer's acts, omissions or rush circumstances.

12. LIMITATION OF LIABILITY. THE COMPANY SHALL NOT BE OBLIGATED OR LIABLE TO CUSTOMER OR ANY OTHER PERSON, IN TORT OR CONTRACT OR OTHERWISE, BASED UPON NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR OTHERWISE, FOR ANY DAMAGES OR LOSSES OF ANY KIND (EXCEPT FOR THE SOLE REMEDY PROVIDED IN WARRANTY SECTION OF THESE TERMS AND CONDITIONS IF APPLICABLE) WHETHER ACTUAL, GENERAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONTRIBUTORY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON ANY LOSS OR DAMAGE RESULTING FROM GENERAL OR PARTICULAR REQUIREMENTS AND NEEDS OF CUSTOMER OF WHICH THE COMPANY MAY HAVE HAD REASON TO KNOW, LOST PROFITS OR REVENUE, ANTICIPATED SAVINGS, GOODWILL, BUSINESS OR OPERATIONS DISRUPTION, DELAY OF PROJECT, LOSS OR DAMAGE OF DATA OR OTHER PROPERTY, INJURY TO PERSON OR OTHERWISE. Without limiting the foregoing, the Company's warranty does not cover, and the Company does not have liability or responsibility for, damage, defect, or loss of use of the goods from disaster, accident or other force majeure, misapplication, abuse, misuse, vandalism, negligence, modification, failure to properly maintain or operate in accordance with the Company and manufacturer instructions, excess load, repair or maintenance attempts by persons not authorized in writing by the Company, any external sources or environment, or, unless caused solely by the Company, improper or substandard handling, unloading or installation, or any other defect caused by Customer or any third party. Under no circumstances will the aggregate liability of the Company for any cause of action related to any sale of goods or services exceed the net amount actually received by the Company for the specific goods or services at issue. Any action or suit by Customer against the Company relating to any sale or provision of goods or services must be brought within one (1) year from the date of the Company's invoice for the goods or services at issue. All sales of goods are intended to be in a commercial transaction.

13. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. Customer acknowledges and agrees that in connection with the Company's proposals for and the Company's provision of goods and services, Customer has received and will be receiving confidential and proprietary information belonging to the Company including but not limited to technical data, drawings, designs, models, specifications and other information regarding goods and services as well as business information of the Company relating to suppliers, services, products and other information, which may be in tangible form or orally communicated ("Confidential Information"). Therefore, Customer agrees that, during any period in which Confidential Information was disclosed or evaluated and for three (3) years after the later of (a) the date of the most recent Sales Agreement or (b) the date that the Customer advises the Company that it will not be purchasing goods or services, Customer shall not use or disclose or make available, directly or indirectly, any Confidential Information except for use strictly in order to operate equipment purchased from the Company and then in accordance with the Company's instructions. Customer represents and warrants that it has not used or disclosed any Confidential Information except as is expressly permitted by these Terms and Conditions. Confidential Information may also constitute "trade secrets" under applicable law, in which case, the foregoing restricted period shall be extended for so long as the information meets the definition of a trade secret under applicable law. Customer may disclose the Confidential Information only to those persons within its organization who have a need to know in order to operate the equipment. Under no circumstances shall Confidential Information be disclosed to any person or business that might reasonably be deemed to compete with the business of the Company. Customer shall take all necessary steps and precautions to comply with the terms of these Terms and Conditions and any Sales Agreement and to protect the Confidential Information including marking all documents and physical embodiments of the information "confidential" or "secret" and requiring all persons who obtain the Confidential Information to comply with the terms of these Terms and Conditions. As between the Company and Customer, all Confidential Information is the sole and exclusive property of the Company, and no license, right, or interest, implied or otherwise, is intended by any disclosure by the Company. No representation or warranty, expressed or implied, is made as to the accuracy or completeness of any Confidential Information. Customer shall be responsible for any breach of these Terms and Conditions or any unauthorized use or disclosure of Confidential Information by persons who have obtained the Confidential Information through Customer or its agents. Because monetary damages will not be an adequate remedy for a breach of this nondisclosure provision, the Company shall be entitled to equitable relief including injunctive relief and specific performance, without posting any bond or security, to prevent a breach or contemplated breach of this provision. This right shall be cumulative with all other rights and remedies.

14. CANCELLATION. Due to the significant up-front investment made by the Company at the commencement of any order for goods, no order or Sales Agreement is cancellable without the written consent of the Company. If the Company does so consent, cancellation fees apply as follows. If Customer requests cancellation within thirty (30) days prior to the Target Shipment Date as set forth in the applicable Sales Agreement, then thirty percent (30%) of the price of the goods as set forth in the applicable Sales Agreement shall be paid to the Company within five (5) days after the Company notifies Customer of the Company's consent to cancellation. If Customer requests cancellation within fourteen (14) days prior to the Target Shipment Date, then fifty percent (50%) of the price of the goods as set forth in the applicable Sales Agreement shall be paid to the Company within five (5) days after the Company notifies Customer of the Company's consent to cancellation. If Customer requests cancellation within seven (7) days prior to the Target Shipment Date, then eighty percent (80%) of the price of the goods as set forth in the applicable Sales Agreement shall be paid to the Company within five (5) days after the Company notifies Customer of the Company's consent to cancellation. The Company may cancel and determine not to perform its obligations under any Sales Agreement if, at any time, in the Company's sole opinion, all of these Terms and Conditions and all other terms and conditions contained in any Sales Agreement or Change Order are not complied with by Customer or the Company has reasonable grounds for insecurity with respect to performance by Customer including without limitation insolvency of Customer, seizure of Customer's property, or the presence of hazardous materials or unusually dangerous conditions at the delivery or installation site. If the Company determines to cancel this Agreement, it shall give written notice to Customer, refund any pre-paid price of equipment not delivered less the Company's costs for materials and labor to the date of cancellation and any damages attributable to a violation of the nondisclosure provisions of these Terms and Conditions, and Customer shall have no rights against the Company with respect to such cancellation including, but not limited to, damages as result of such cancellation.

15. RIGHT TO LIST. Customer agrees that the Company may list Customer as a customer of the Company.

16. NOTICES. All notices, consents and other communications that a Customer desires to give the Company must be in writing and must be (i) delivered by hand, (ii) mailed by United States registered or certified mail, return receipt requested, first class postage prepaid and properly addressed, or (iii) sent by national overnight courier service, priority delivery, properly addressed, to the Company's business address or at such other address as the Company may otherwise designate.

17. GOVERNING LAW; JURISDICTION. The laws of the State of Georgia (excluding its conflicts and choice of law rules) and the United States shall govern all sales and provision of goods and services by the Company and any related dispute between Customer and the Company. The Georgia courts shall have sole and exclusive jurisdiction with respect to any such matter, and Customer submits and agrees to such jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or provision of goods or services by the Company or these Terms and Conditions.

18. RELATIONSHIP OF PARTIES. Nothing in any Sales Agreement or these Terms and Conditions shall be construed to constitute the Company and Customer as partners, joint ventures, franchisor-franchisee, principal-agent, or any relationship other than buyer and seller of goods.

19. ENTIRE AGREEMENT; MODIFICATION. These Terms and Conditions and the applicable Sales Agreement and Change Orders for specific goods or services sold by the Company constitute the final, complete, and exclusive written expression by the Company and Customer of all of the terms and conditions of sale with respect to such goods and services and with respect to all other subject matter addressed herein and therein (provided, however, that the nondisclosure provisions of these Terms and Conditions shall be cumulative with and not affect or supersede any other confidentiality or nondisclosure agreement between the Company and Customer). These Terms and Conditions and the terms of any applicable Sales Agreement or Change Order may not be changed, amended, supplemented, or waived (by course of dealing, usage of trade or course of performance, or otherwise) except by written agreement signed by Customer and an authorized representative of the Company. Any representation, warranty, quote, confirmation, statement, marketing materials, price, drawing, description, data, specification, agreement, or undertaking (oral or written) not expressly set forth in these Terms and Conditions or the applicable Sales Agreement or an applicable Change Order shall not be effective or enforceable or relied upon. Unless otherwise agreed to in an applicable Sales Agreement or Change Order, no additional or different terms or conditions (including but not limited to Customer's purchaser order form) shall become part of any terms and conditions of sale between the Company and Customer or alter these Terms and Conditions, any new or different terms being hereby expressly rejected. If there is any inconsistency among these Terms and Conditions, an applicable Sales Agreement or applicable Change Order, the terms of the applicable Change Order will control first, then the terms of the Sales Agreement, and then these Terms and Conditions.

20. WAIVER; ASSIGNMENT. The failure or delay in enforcing any provision of these Terms and Conditions, a Sales Agreement or a Change Order shall not be deemed a waiver of such provision or right. No waiver shall be effective unless made in writing and signed by the party against whom the waiver is asserted. No such waiver shall be a continuing waiver or waiver of any other term or breach or default. The provisions of these Terms and Conditions and any applicable Sales Agreement or Change Order are independent and severable so that if one provision is not enforceable, that does not affect the remainder of the provisions. Customer may not assign its rights under a Sales Agreement without the prior written consent of the Company. The rights and obligations of the Company and Customer with respect to the sale or provision of goods and services by the Company to Customer are binding upon and inure to the benefit of each of their respective successors, assigns, and legal representatives.

21. CHANGES TO TERMS AND CONDITIONS. These Terms and Conditions, as published on the Company's website at www.HaivisionMCS.com at the time of order, are the Terms and Conditions applicable to the sale or provision of goods and services by the Company at such time of order and for those goods and services covered by such order. These Terms and Conditions may be changed from time to time by the Company, without notice, such that Customer should review these Terms and Conditions periodically for changes applicable to subsequent orders. Customer should print and retain a copy of these Terms and Conditions for its records with respect to the applicable order.
