



## Vislink Terms and Conditions of Sale

These Terms & Conditions of Sale (the "**Terms**") govern the purchase terms described in the Vislink Quotation and/or Order Acknowledgement entered into between Vislink (which may contract through either of (x) Vislink Limited, a private limited company registered in England under the number 10523708 whose registered office is at Waterside House, Earls Colne Business Park, Colchester, Essex CO6 2NS, or (y) Vislink LLC, a Delaware limited liability company) and the Customer identified in the Order ("**Customer**"), effective as of the effective date set forth therein (the "**Effective Date**"). Together, these Terms and applicable Order and Statement of Work (if any) constitute a single agreement (collectively, the "**Contract**"). For purposes of these Terms, "Vislink" means the applicable Vislink entity identified in the Quotation and/or Order Acknowledgement.

### 1. Definitions and Interpretation.

1.1. Definitions. The following capitalized terms not otherwise defined herein shall have the following meanings:

- a. "**Business Day**": (x) any day other than (i) a Saturday, (ii) a Sunday or (iii) any US federal bank holiday;
- b. "**Fees**": the fees payable by Customer to Vislink for the supply by Vislink of the Products, as stipulated in an Order Acknowledgement (or if no such fee is agreed in writing or specified by Vislink, then this shall be the then-current fee charged by Vislink for supply of comparable Products to comparable customers at the date of the Order Acknowledgement) or for the rendering of Services as stipulated in the applicable Statement of Work ("**SOW**");
- c. "**Order Acknowledgement**": the written document or written communication (if any) which Vislink dispatches to Customer (in response to Vislink's receipt of an Order), which may contain the particular details of any provision of particular Products and which shall reflect the commercial terms of the Quotation (if any);
- d. "**Products**": any of Vislink's products provided or to be provided by Vislink to Customer pursuant to this Contract, as more particularly identified in this Contract;
- e. "**Professional Services**": any implementation, customization or training services provided by Vislink to Customer as stated in an SOW;
- f. "**Quotation**": the written quotation (if any) from Vislink to Customer detailing the number and quantity and type of Products that Vislink is willing in principle to supply to Customer for a particular order;
- g. "**Third Party Component**": a part of the Product which was supplied to Vislink by a third party and not manufactured by Vislink;
- h. "**Work Product**": all services, programs, systems, data and materials, in whatever form, first provided, produced or created by or for Vislink as a result of, or related to, performance of the Professional Services under an SOW.

1.2. Interpretation. As used in these Terms (a) references to "Sections" are to sections of these Terms; (b) headings are inserted for convenience only and shall not affect the interpretation or construction of this Contract; (c) words imparting the singular shall include the plural and vice versa; (d) references to "includes" or "including" or like words or expressions shall mean without limitation; (e) references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification); (f) references to "written" or in "writing" (except in respect of sending a notice in accordance with Section 16) includes in electronic form; and (g) reference to a party includes its personal representatives, successors or permitted assigns.

### 2. Ordering Procedures.

2.1. Exclusions. All materials and other particulars furnished by Vislink prior to the Quotation or Order Acknowledgement (including its catalogues, trade literature, brochures, quotations, price lists or website) or made orally by Vislink, are given for general information purposes only and Customer acknowledges that it is not entering into this Contract in reliance upon any such materials or other particular, and that the Products may also look different to their representation in any such materials or particulars. All Customer-generated order requests must contain the following minimum information: (a) a reference to the Product(s) already described by Vislink (in a Quotation); (b) the quantity of that Product(s) to be ordered with Vislink; the identity of Customer; and (c) the price for that Product(s) reflecting the price already given by Vislink in the relevant



Quotation or otherwise agreed in writing by Vislink. Except for the foregoing information, if Customer provides Vislink with any order, purchase order, specification or other document for the Products, such document shall be purely for Customer's administrative purposes only and shall not form part of this Contract.

**2.2. Order Acknowledgements.** Each Order Acknowledgement constitutes a separate contract. There may be more than one contract between the parties in force at the same time as this Contract.

**2.3. Order Placement.** Unless Vislink indicates a contrary method of acceptance in writing, this Contract shall be legally formed and the parties shall be legally bound on the earlier of upon: (a) Vislink dispatching its Order Acknowledgement to Customer confirming the terms on which the parties have agreed to proceed, after Customer has provided written acceptance of a Quotation; or (b) Vislink delivering some or all of the Products agreed in the Order; or (if earlier) (c) Vislink informing Customer that those Products are ready for collection in the event no Quotation is issued, or (d) upon the third Business Day after the date of the Order Acknowledgement, provided Customer has not requested a modification or cancellation during such period.

### **3. Delivery; Shipping.**

**3.1. Delivery.** In consideration for the payment of the Fees and any other sums due by Customer under this Contract, Vislink shall supply the Products referred to in the Order to Customer. Vislink shall inform Customer of the estimated date on which the Products will be ready for delivery or collection. Any dates quoted for delivery are approximate only. Vislink shall not be liable for any delay in delivery of the Products that is caused by an Event of Force Majeure or the Customer's failure to provide Vislink with adequate delivery instructions or any other instructions that are relevant to the supply of the Products. Vislink may deliver and provide the Products in instalments. Unless the parties otherwise agree in writing, Vislink may invoice Customer separately for each instalment. If Vislink fails to deliver the Products, its liability shall be limited to a refund of any prepaid Fees. Delay, default or non-delivery of any instalment by Vislink shall not entitle Customer to cancel or terminate, and shall not affect, the remainder of this Contract.

**3.2. Shipping.** Unless otherwise agreed in writing between the parties, this Contract is for delivery of the Products ex works (Incoterms 2010) at the place stipulated as such in the Order Acknowledgement (or if no place stipulated, then (x) in the case of an Order signed on behalf of Vislink by Vislink Limited, Vislink's normal location for dispatch of the Products in the UK, or (y) in the case of an Order signed on behalf of Vislink by Vislink LLC, Vislink's normal location for dispatch of the Products in the US). If there is any conflict between the provisions of Incoterms 2010 and this Contract, this Contract shall prevail. Vislink reserves the right to dispatch the Products to a carrier selected by Vislink and arrange and pay for the carriage to Customer's premises (as Customer's agent), and invoice Customer for those carriage and insurance costs at the same time as invoicing for the Products.

**3.3. Receipt.** Customer shall ensure that it is ready for safe receipt (or, as the case may be, collection) of the Products without undue delay. Customer may be required to sign a delivery note and other documentation upon delivery of the Products. The signing of any such documentation by Customer shall be evidence that the Products have been delivered and in the quantities stipulated in the documentation. Customer shall inspect the Products and packaging for any obvious damage (including the sound of breakages) and make a note of any obvious damage when signing. If delivery of the Products is delayed or obstructed through Customer's default or breach of this Contract or if Customer unreasonably declines or delays in accepting or taking delivery or receipt of the Products, then, except where such failure or delay is caused by an Event of Force Majeure or Vislink's failure to comply with its obligations under the Contract (or unless stated otherwise in the Order Acknowledgement), delivery of the Products shall be deemed to have been completed at 9.00am on the delivery date, Vislink shall not have any liability as a result. Further, Vislink may (a) cancel this Contract as regards any Products that remain to be delivered or performed; (b) charge a reasonable storage fee for the Products; and/or (c) require Customer to indemnify Vislink for any and all losses, liabilities, claims, proceedings, judgments, damages, demands, actions, costs, charges, expenses, penalties and fines suffered or incurred by Vislink as a result of Customer declining or delaying.

### **4. Risk; Title.**

**4.1. Risk.** All risk in the Products shall pass to Customer upon delivery, provided that where delivery is delayed due to breach by Customer of its obligations under this Contract risk shall pass at the date when delivery would have occurred but for that breach.

**4.2. Title.** Notwithstanding delivery, title to and ownership of the Products shall not pass to Customer until Vislink has received in full (in cash or cleared funds) all Fees.



## **5. Professional Services.**

5.1. SOW. Vislink agrees to be available to Customer to perform one or more projects involving implementation, customization and/or training on such terms and conditions as Vislink and Customer may mutually agree (each project, a "**Project**"). Each Project will be described in an SOW, which will be effective when signed by both parties. The SOW will set forth the respective responsibilities of Vislink and Customer for the respective Project. Such SOW will include at a minimum each of the following items whenever such item is applicable to the Project: (a) a scope of requirements and responsibilities of the specific Project; (b) the effective date and term of the Project; (c) incorporation of this Contract by reference; (d) the Fees and forecasted expenses for the Project; (e) payment terms for the Project; and (f) any applicable milestones or special terms and conditions.

5.2. Obligations. Subject to the provisions of this Contract, once the SOW has been approved, each party will carry out and complete its duties and responsibilities set forth in the SOW. If Vislink or Customer requests modifications or enhancements to a Project, each such change will be described in an amendment to the SOW describing such modifications, enhancements or new development in appropriate detail and shall be effective upon signature by both parties. Customer acknowledges and agrees that the Professional Services are based on Customer's representations and descriptions regarding their software and hardware environments, and that when preparing and rendering the Professional Services, Vislink shall not be liable for delays or amendments to the Professional Services to the extent they are caused by Customer (such as inaccurate or incomplete descriptions or representations regarding the software and/or hardware environments in which Vislink is rendering Implementations and/or Customizations). Additional Customizations may require additional fees.

5.3. Vislink shall have the right to outsource some or all of the services to be provided by Vislink pursuant to this Agreement; provided that the personnel of the entity providing such outsourced services shall have expertise at least equivalent to the expertise possessed by the personnel of Vislink that provide similar services, but not less than expertise deemed top level or near top level by objective industry standards.

## **6. Customer Obligations.**

6.1. Orders. It is Customer's responsibility to ensure that the Quotation and Order Acknowledgement are complete and accurate and to notify Vislink in writing regarding anything which is incomplete or inaccurate. Customer shall ensure that the specification for the Products contained in the Quotation or Order Acknowledgement meets its particular requirements.

6.2. Products. Customer shall be responsible for ensuring that: (a) the Products meet its requirements and purposes and are suitable for all anticipated uses; (b) the Products are compatible with its other software, products or equipment; (c) the Products are properly maintained and used in accordance with Vislink's instructions and in the environment envisaged for use of the Products (including Products intended for indoor use only being used indoors, Products used in the appropriate climates, and Products needing extra protection for particular use having that extra protection); (d) the Products are maintained by service people of the appropriate level of competence and training and acting with all due care and skill; (e) the Products are used and disposed of in accordance with all relevant laws, regulations, bylaws and codes of practice relating to those types of equipment; (f) it co-operates with Vislink's representatives and provides them with all reasonable information and assistance; and (g) it provides proper, adequate, safe, comfortable and suitable environmental and operating conditions if Vislink undertakes any Professional Services at Customer's premises. Customer shall be responsible for complying with all applicable laws, regulations and codes of practice governing the importation and use of the Products in the destination country and for paying any import and export duties or levies.

**7. Acceptance Testing.** This Section 7 only applies if the Order Acknowledgement provides for any Fees to be paid by a date relating to Customer's acceptance of the Products or if the Order Acknowledgement otherwise provides for Customer to conduct acceptance testing. Unless otherwise agreed between the parties in writing, Customer shall arrange for its and Vislink's representatives within five (5) Business Days after Customer's receipt of the Products to carry out, conduct, and complete acceptance tests. Such tests shall be in accordance with a test plan reasonably designated by Vislink, to test that the Products materially conform to the specifications and to the warranty standard described in the Vislink Warranty Statement. Upon Vislink's request, Customer shall arrange a reasonable time for Vislink to be present when the tests are conducted at Customer's site. If the Products fail to pass the acceptance tests, the parties shall co-operate with each other and use all reasonable endeavours to work together to correct any faults as promptly as is reasonably practicable so that the Products materially conform to the specifications and to the warranty standard described in the Vislink Warranty Statement. Upon the passing or deemed passing of the acceptance tests, Customer, acting reasonably, shall inform Vislink, and any third party that needs to be informed in order to effect payment (including relevant banks if there is a letter of credit), in writing that the Products have been accepted and the date of acceptance by signing an acceptance certificate in a form reasonably acceptable to Vislink and the third party. The certificate shall not necessarily be the date of acceptance but an acknowledgement that acceptance has been achieved



on or before the certificate. However, in any event, if Customer uses the Products in a live environment, the acceptance tests shall be deemed to have been passed as at the date of first use in a live environment.

## **8. Warranty; Disclaimers.**

8.1. Warranty. The warranty in relation to all Products which shall apply under these terms and conditions is set out in the Warranty Statement attached hereto as Schedule 1 (the "**Vislink Warranty Statement**").

8.2. Restrictions. The warranty contained in this Section 8 is specifically limited to Customer. No warranty is made to any other person, whether subsequent buyer or user or customer, or to any bailee, licensee, assignee, employee, agent or otherwise. Vislink's liability for defective or damaged Products is subject to:

- a. Customer notifying Vislink of any claim promptly upon discovery of the defect or damage and in any event within one month of discovery, specifying with reasonable detail the way in which it is alleged that the Products do not conform to this Contract;
- b. Customer having provided Vislink with Vislink's delivery number and such other information and documentation as Vislink reasonably requires at the same time as the notice in Section 8.2(a);
- c. Customer showing to Vislink's reasonable satisfaction that the defect or damage is solely attributable to Vislink's (or Vislink's subcontractors') defective design, materials or workmanship in the Products and not: (a) wear or tear from normal use; (b) any servicing by anyone other than Vislink after delivery; (c) the combination, incompatibility, attachment, affixation, incorporation or mixing of the Products with any other goods, products, materials or substances; (d) Customer's failure to use or incorporate a fix, repair or replacement previously provided by Vislink to Customer; or (e) Customer's failure to carry out its obligations in relation to the Products as set out in these Terms (including any documents referred to in it);
- d. the Products having not been: (a) misused or subjected to neglect, improper or inadequate care or carelessness (including being hit, dropped, kicked, knocked or pushed), or abnormal usage conditions; (b) involved in any accident or attempt at repair, replacement, alteration, change or modification or inspection within the Product itself except by or on behalf of Vislink or as approved by Vislink or in accordance with Vislink's instructions; or (c) dealt with or wired or used or stored contrary to good trade practice or any oral or written instructions, advice or recommendation of Vislink;
- e. Customer allowing Vislink's representatives the opportunity to access, inspect, test, remove, repair and replace the Products;
- f. Customer having paid for the Products in full in accordance with the Contract; and
- g. upon Vislink's request, Customer returning the defective or damaged Products, carriage and insurance paid at Customer's risk, to Vislink's premises (or such other location stipulated by Vislink anywhere in the world), carefully packed to avoid damage in transit and otherwise in compliance with Vislink's standard return material authorization policies and practices. Unless and until Vislink inspects, repairs or receives the Products, Customer shall hold the Products safely and securely in good condition.

8.3. Invalid Claims. If Customer makes an invalid claim under the warranty, Vislink may charge Customer for its fees and costs of examining, testing, storing, repairing and replacing the Products and dealing with the claim and removing and delivering the Products.

8.4. Customer Representations. Customer continuously represents and warrants that (a) it has full rights and authority to enter into, perform under, and grant the rights in, this Contract, and (b) its performance will not violate any agreement or obligation between it and any third party.

8.5. Disclaimer. EXCEPT AS SET FORTH IN THIS CONTRACT, THE PRODUCTS, SERVICES AND DELIVERABLES ARE PROVIDED AS-IS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VISLINK DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE.



**9. Limitation of Liability.** AS PERMITTED BY LAW AND SUBJECT TO SECTION 10.1 BELOW, VISLINK WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE, OR PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THIS CONTRACT REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. ADDITIONALLY, VISLINK'S TOTAL AGGREGATE LIABILITY TO CUSTOMER OR ANY OTHER PARTY WILL NOT EXCEED THE ACTUAL FEES PAID BY CUSTOMER DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

## **10. Indemnification.**

**10.1. Indemnification by Vislink.** Subject to the rest of this Contract, Vislink shall indemnify and hold harmless Customer against any and all third party liabilities, losses, penalties, damages, charges, demands, actions, proceedings, judgments, costs and expenses which Customer may incur or suffer as a result of any claim brought against Customer by a third party alleging infringement of its intellectual property rights as a result of the use of the Products by Customer, provided Customer is in full compliance with this Contract, and the claim has not arisen as a result of: (a) Customer using or combining the Products with any goods, equipment, software or materials not supplied by Vislink; (b) Customer's breach of this Contract or any applicable law; (c) Customer's negligence or wilful misconduct; (d) failure of Customer to use any addition, alteration, change, modification, enhancement or fix made available by Vislink to Customer that would have corrected the infringement; (e) any addition, alteration, change, modification or enhancement made without Vislink's express prior written consent; (f) any Third Party Components; (g) the combination or incompatibility of the Products with any hardware, operating system or third party software not supplied by Vislink; or (h) any part of the Products created, developed, designed, customised, adapted, altered or assembled in accordance with Customer's instructions, requirements or designs (in which case Customer shall instead indemnify Vislink on the same basis as under this section).

**10.2. Indemnification by Customer.** Subject to the rest of this Contract, Customer shall indemnify and hold harmless Vislink against any and all third party liabilities, losses, penalties, damages, charges, demands, actions, proceedings, judgments, costs and expenses which Vislink may incur or suffer as a result of any claim brought against Vislink by a third party alleging or caused by Customer's (a) negligence or wilful acts or omissions resulting in bodily injury, including mental injury, or death to any person or loss, or damage to tangible or intangible property; (b) breach of any term of this Contract; or (c) breach of Vislink's or any other third party's proprietary rights, or any violation of applicable law.

**10.3. Indemnification Procedures.** The indemnified party must provide the indemnifying party with prompt written notice of any claims or proceedings without undue delay. The indemnified party shall (a) make no admission of liability and give the indemnifying party sole authority to defend or settle the claims or proceedings at the indemnifying party's cost and expense; and (b) give the indemnifying party all reasonable help as requested or otherwise in connection with the claims or proceedings, at the indemnifying party's reasonable cost and expense. Notwithstanding the foregoing neither party will stipulate, admit, or acknowledge fault or liability by the other without their prior written consent. The indemnifying party will not settle any claim or publicize any settlement without the other party's prior written consent.

**10.4. Infringement Remediation.** In dealing with any claim for infringement of a third party's intellectual property rights, Vislink may at its expense and option: (a) procure the right for Customer to continue using the Products; (b) make any changes to the Products without materially reducing their functionality; or (c) refund a pro rata proportion of the Fees paid by Customer to Vislink under this Contract, subject to Customer first returning the Products to Vislink in excellent condition. This Section 10 states Vislink's entire liability to Customer in respect of the infringement of the intellectual property rights of any third party.

## **11. Fees; Payment Terms.**

**11.1. Fees.** Customer shall pay to Vislink the Fees and other sums due under this Contract in accordance with the Order Acknowledgement.

**11.2. Invoices.** Unless stated otherwise in the Order Acknowledgement, Vislink may issue invoices to Customer for the Fee (or the relevant part) and other sums due in connection with the Fee prior to delivery of the Products. Where Vislink requires the Fee to be paid in advance of delivery of the Products (in whole or in part), delivery of the Products is conditional on Vislink first receiving the advanced Fee and any other sums due in cleared funds in full from Customer.

**11.3. Payment.** Unless stated otherwise in the Order Acknowledgement: (a) Customer shall pay Vislink for the Fee and any other sums due under this Contract as follows: 40% upon receipt of the Order



Acknowledgement and 60% prior to commencement of delivery; and (b) payment of all sums due to Vislink under this Contract shall be made in (i) US dollars if shipped from the U.S., or (ii) GBP Sterling or EU Euros if shipped from the UK. Customer shall pay Vislink by any payment method reasonably stipulated by Vislink, and payment of all sums due to Vislink under this Contract shall be made by Customer in full without any set-off, deduction or withholding whatsoever. Where this Contract provides for payment by letter of credit, Customer shall conform to such requirements for the letter of credit as are stipulated in this Contract. Unless this Contract specifies to the contrary, the letter of credit shall be confirmed, irrevocable and without recourse, providing for payment at sight, allowing partial deliveries and collections, and issued and confirmed by first class banks to Vislink's satisfaction. The costs for the letter of credit shall be payable by Customer.

**11.4. Taxes.** All Fees and sums due under this Contract are exclusive of any value added tax or other sales, import and export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of the Fees and other sums due.

**11.5. Late Payment.** If Customer is late in paying any part of any Fees due to Vislink under this Contract or any other agreement between the parties, Vislink may (without prejudice to any other right or remedy available to it whether under this Contract or by any statute, regulation or bylaw) do any or all of the following: (a) charge interest on the amount due but unpaid at a monthly rate of 1.5% from the due date until payment, such interest to run from day to day and to be compounded monthly; and (b) suspend the performance of this Contract and any other agreement between Vislink and Customer until payment in full has been made.

**12. Intellectual Property Rights.** Customer acknowledges that, as between the parties, Vislink and its licensors and suppliers own all intellectual property rights in and to (a) the Products (including any modification, improvements thereto, and derivative works thereof, and including any software or firmware within the Products); (b) any delivered documentation or materials relating to the Products, whether or not they are created, developed, designed, customised, adapted, altered or assembled in accordance with Customer's instructions, requirements or designs; and (c) all Work Product. To the extent that Customer owns or would otherwise own any such intellectual property rights, Customer agrees to assign, and hereby assigns and shall assign to Vislink any intellectual property rights existing or that may in the future exist in such Products (including software) and documentation or materials. Customer shall have a licence to use Vislink's intellectual property rights to the extent necessary to exercise its use of the Products in accordance with this Contract. Customer hereby grants to Vislink an unrestricted, worldwide, royalty-free, fully paid up, irrevocable, perpetual and nonexclusive license to use and otherwise exploit any Customer owned or licensed specifications, information, feedback, suggestions or other information provided by Customer to Vislink in connection with the Professional Services. Vislink grants Customer a royalty free, fully paid-up, worldwide, non-exclusive, transferable license to use any Work Product developed by Vislink for Customer for internal purposes during the Term, solely in accordance with this Contract. No rights, express nor implied, are granted under this Contract with respect to any patents, trademarks, trade secrets or copyrights, except as specifically provided for in this Contract. Each party hereby agrees to execute all documents, take all rightful oaths, and do any and all acts which may be necessary, desirable, or convenient for securing and maintaining the rights granted or assigned in this section. Nothing in this Contract grants any right, title, or interest in or to (including any license under) any intellectual property rights, whether express, by implication, estoppel, or otherwise.

**13. Confidentiality.** During the Term and for a period of five (5) years following termination of this Agreement, the parties will hold in strictest confidence and not use or disclose to any third party any Confidential Information of the other party. "**Confidential Information**" means all non-public information a party designates in writing or orally as being confidential, or which under the circumstances of disclosure would indicate to a reasonable person that it ought to be treated as confidential, including, but not limited to, pricing, actual Product performance, and these Terms. Confidential Information excludes information known to a party before the disclosing party's disclosure to the receiving party, or information publicly available through no fault of the receiving party. For the avoidance of doubt all pricing information included in an Order Acknowledgement is Confidential Information.

#### **14. Term; Termination.**

**14.1. Term.** This Contract shall commence on the Effective Date and, unless terminated earlier by either party exercising any right of termination as set out in this Contract, shall continue in force until the later of: (a) Customer having paid for the Fees and all outstanding sums due by Customer to Vislink in full; and (b) Vislink having delivered all the Products to Customer (the "**Term**").

**14.2. Termination.** Either party may terminate this Contract immediately by notice in writing to the other party if: (a) the other party is in material breach of any of its obligations under this Contract or any other agreement between the parties which is incapable of remedy; or (b) the other party fails to remedy, where capable of remedy, any material breach of any of its obligations under this Contract or any other agreement between the parties after having been required in writing to remedy such breach within a period of no less than thirty (30) days; or (c) the other party enters into insolvency or adjudication of bankruptcy, the filing of a voluntary petition in bankruptcy, or the making of an assignment for the benefit of creditors. In addition, Vislink may



terminate this Contract if Customer is at least 10 Business Days' late in paying any sum due under this Contract or any other agreement between the parties.

**14.3. Effect of Termination.** Termination of this Contract shall be without prejudice to any accrued rights or remedies of either party. Upon termination of this Contract for any reason, Vislink shall cease to perform this Contract; and all outstanding Fees and any other sums shall become immediately payable, whether invoiced or not. The provisions of this Contract, which by their terms require performance after the termination or expiration of this Contract or have application to events that may occur after the termination or expiration of this Contract, will survive such termination or expiration.

**15. Force Majeure.** Save for obligations in respect of payment of the Fees, neither party shall have any liability for any breach, hindrance or delay in the performance of this Contract attributable to any cause beyond its reasonable control, including any act of God, actions or omissions of third parties not in the same group as the party seeking to rely on this section (including hackers, suppliers, couriers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, national emergencies, terrorism, nuclear, chemical or biological contamination or sonic boom, piracy, arrests, restraints or detentions of any competent authority, blockade, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, adverse weather conditions, loss at sea, earthquake, natural disaster, accident, collapse of building structures, failure of plant machinery or machinery or third party computers or third party hardware or vehicles, failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, courier, communications or Internet disruption or failure), shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation ("**Event of Force Majeure**"), regardless of whether the circumstances in question could have been foreseen. Each of the parties agrees to inform the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure. The performance of each party's obligations shall be suspended during the period that the circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay, provided that if the Event of Force Majeure continues without a break for more than one month, either party may terminate this Contract immediately by notice to the other, in which event neither party shall have any liability by reason of such termination. Each party shall bear its own costs incurred by the Event of Force Majeure.

**16. Notices.** Any notices or other communications given to a party under or in connection with the Contract shall be in writing, addressed to that party at the addresses set forth in the Order Acknowledgement, or such other addresses as provided by such party in accordance with this section, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail. Notice or other communication shall be deemed to have been received: (a) if delivered personally, when delivered; (b) if sent by pre-paid first class post or other next working day delivery service, on the second Business Day after posting; (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; (d) if sent by fax or email, one Business Day after transmission; or (e) if sent by air mail, five days after posting it. Solely for purposes of this Section 15, Notices, "Business Day" shall exclude any federal bank holiday in Customer's jurisdiction of incorporation or primary business operations (and in the case of any Customer whose jurisdiction of incorporation or primary business operations have a workday schedule that excludes Fridays, shall otherwise exclude all Fridays, but include all Sundays).

**17. Assignment.** Customer shall not (or purport to) assign, transfer, novate, mortgage, charge or otherwise encumber, create any trust over or deal in any manner with this Contract or any of its rights, liabilities or obligations under this Contract without the prior written consent of Vislink (such consent not to be unreasonably withheld or delayed). Subject to such person, firm or company agreeing in writing to be bound by applicable provisions of the Contract, Vislink may assign, transfer, mortgage, charge, novate or subcontract or deal in any other manner with all or any of its rights, liabilities or obligations under this Contract either in whole or in part to any other person, firm or company.

#### **18. General.**

**18.1. Waiver.** Unless a party expressly states in writing that it is waiving a particular power, right or remedy in a particular stated instance, no failure or delay or omission by either party in exercising any power, right or remedy under this Contract or at law shall operate as a waiver of such power, right or remedy. No waiver in any particular instance shall extend to or affect any other or subsequent event or impair any powers, rights or remedies in respect of it or in any way modify or diminish that party's other powers, rights or remedies under this Contract or at law.

**18.2. Severability.** If any section or other provision in this Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other section or provision or part of any section or provision, all of which shall remain in full force and effect.



18.3. Independent Contractors. Nothing in this Contract shall create or be deemed to create a partnership, joint venture, agency or a relationship of employer and employee between the parties or authorize any party to make or enter into any commitments for or on behalf of any other party.

18.4. No Third Party Beneficiaries. There are no third party beneficiaries to this Contract. A person who is not a party to this Contract has no rights under any law to enforce any term of this Contract.

18.5. Entire Agreement; Modifications. Save as expressly provided herein, this Contract (together with any documents referred to in it) shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the parties hereto preceding the date of this Contract and in any way relating to the subject matter of this Contract and to the exclusion of any representations not expressly stated herein save for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each party acknowledges that it has not entered into this Contract based on any representation that is not expressly incorporated into this Contract. Except as expressly provided otherwise in this Contract, no change to this Contract shall be binding unless it is agreed in writing by each of Vislink and Customer.

18.6. Order of Precedence. In the event of any conflict between the provisions of these Terms and the rest of this Contract, then the following order of precedence shall apply: (a) the Order Acknowledgement; (b) the SOW (if any); (c) the Quotation (if any); and (d) these Terms.

18.7. Disputes. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New Jersey for contracts entered into by Vislink LLC and in accordance with the laws of the UK for contracts entered into by Vislink Limited, disregarding their conflict of law principles. The parties irrevocably agree that (i) the state and federal courts in the State of New Jersey shall have exclusive jurisdiction to settle any dispute or claim brought by Customer arising out of or in connection with contracts entered into by Vislink LLC, or (ii) the courts of London, England shall have exclusive jurisdiction to settle any dispute or claim brought by Customer arising out of or in connection with contracts entered into by Vislink Limited, or its subject matter or formation (including non-contractual disputes or claims). All dealings, correspondence and contacts between the parties shall be made or conducted in the English language.

18.8. Counterparts. The parties may execute this Contract in any number of counterparts. Each counterpart is an original and all counterparts constitute one agreement binding both parties. Facsimile and electronic signatures will be binding for all purposes.

18.9. Export, Import and Related Obligations. - Where applicable (and subject to Customer's prompt and ongoing reasonable cooperation, including but not limited to provision of all relevant and necessary Customer documentation and/or licenses required under or in connection with the Foreign Trade Statistics Regulations, the Export Administration Regulations, the International Traffic in Arms Regulations, or any other relevant export regulations or regulatory authority), Vislink will make all reasonable efforts to obtain U.S. export authorizations in order to fulfill its obligations under this Contract, but shall also not be liable if any government export/import authorization is delayed, denied, revoked, restricted or not renewed despite reasonable efforts by Vislink. Additionally, such delay, denial, revocation or non-renewal shall not constitute a breach of this Contract. Vislink shall have no obligation to deliver any products or information to Customer under this Contract, except as permitted by law. Vislink reserves the right, in its sole discretion, to decline or to cancel the unshipped balance of any or all orders should appropriate authorization not be obtained from any governments exercising export/import authority, or for any violation or suspected violation of the Contract, or for any actual or suspected violation of applicable laws related to use/resale of Vislink products, and Vislink shall have no liability to Customer or any other end user in any way for any such cancellations. If authorized as a reseller of Vislink product, Customer shall perform transaction due diligence on all proposed sales of Vislink Products prior to resale or transfer to validate the legality of the proposed transaction under applicable laws, and shall comply with all end-user documentation requirements and/or restrictions on sale.

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### Schedule 1

#### Vislink Standard Warranty (Two Years)

Customer Support Line UK +44 1787 223300 / USA 1-978-330-9292 Email support via Salesforce Service

1. All customer support issues must be logged in the Vislink Customer Support Portal.
2. To access the new Vislink Customer Support Portal go to: <https://vislinkpartner.force.com/Vislinksupport>
  - 2.1. If you have not yet signed up for the new portal, please contact our Customer Support team on [support@vislink.com](mailto:support@vislink.com).
  - 2.2. After creating an account, you will have access to a range of resources and can request a support ticket, which you can then monitor through to the conclusion of your service request.
  - 2.3. By using the portal, our team can respond to your needs quickly and effectively, tracking issues from start to finish. This will provide faster responses to your requests and full visibility of your support history should you need it in the future.
  - 2.4. The Vislink Customer Support Portal is on our Salesforce platform. You can access this Support Portal from your phone Download the Salesforce app to your smartphone or devices.
  - 2.5. All issues to be logged within our Service Portal for tracking and resolution and an RMA number will be issued.
  - 2.6. Before any equipment is returned a Case/Return Material Authorization (RMA) and shipping instructions must be obtained from Vislink. To secure an RMA number please supply the product type, model number, serial number and a description of the circumstances giving rise to the warranty claim via our system Cover Detail Vislink's Standard Warranty is available to all customers who have purchased Vislink products within two years.
  - 2.7. Any equipment not covered by a warranty will be subject to an evaluation before being accepted for an equipment repair. This will be charged at £500/\$675 per unit. A remote assessment can be arranged to check one or many units and will be charged at a set £1,000 or \$1,375. We will need to view and assess that the unit(s) is/are in good working condition, is/are fully operable and we will need to check serial numbers of the unit(s). If the unit(s) need a repair, T: +1 908 852 3700 T: +44 1787 223300 E: [sales@vislink.com](mailto:sales@vislink.com)
  - 2.8. Comprehensive fault reports will be provided on all work carried out and a full evaluation report will be provided. Please note, not all requests for equipment repair will be accepted (for example if a unit is beyond economical repair).
  - 2.9. All claims for equipment repairs must be made promptly after occurrence of circumstances giving rise to the claim, and all claims must be received by Vislink within the applicable warranty period.
  - 2.10. Parts or components replaced on warranty repairs will carry a 90-day warranty from time of return shipment from our facility.
  - 2.11. The Vislink Standard Warranty does not cover shipping, freight charges or any applicable local taxes to send the equipment to Vislink.
  - 2.12. As of January 1st, 2021, the UK is no longer part of the EU, therefore return shipping may be subject to local taxes and import duties.
3. The Standard Warranty includes parts and service for the following:
  - 3.1. Internal electrical component failure.
  - 3.2. Ingress and environmental damage according to the product's rating.
  - 3.3. Damage caused by general vibration in proper use cases. T
4. The Standard Warranty does not include the following:
  - 4.1. Damage caused by improper use or care of the unit
  - 4.2. The breakdown or failure due to wear and tear
  - 4.3. Antennas
  - 4.4. Cables
  - 4.5. Third party products as below:
    - 4.5.1. SFP modules
5. If upon evaluation the unit requires repair the evaluation fee can be transferred to the repair and any credit applied to the cost of repairs and labour.
6. If unit is deemed irreparable a quote can be supplied for an upgrade to the equivalent unit.
7. Any unauthorised repairs to any Vislink product, will render all warranties null and void as per the Vislink Terms and Conditions
8. Force Majeure Vislink reserves the right to repair or replace defective equipment at its discretion.