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SUPPORT SERVICES AND ANY ACTUAL OR ALLEGED INF RINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY OR

5.5

THE FOREGOING SECTIONS SET FORTH LICENSEE'S SOLE AND EXCLUSIVE RIGHT AND REMEDY, AND GRASS VALLEY'S SOLE AND EXCLUSIVE

6. WARRANTY

6.1 Standard Limited Warranty for Standalone Software and Application Software provided with IT Hardware.

6.1.1 Warranty for Standalone Software and Application Software provided with IT Hardware. Grass Valley warrants to Licensee that for a period of ninety (90)
days following the date of shipment from the factory (the "Standalone Software and/or Application Software provided with IT Hardware Warranty Period"): (i) the tangible media
on which the Standalone Software or Application Software is furnished, if applicable, will be free of material defects in materials and workmanship under normal use; (ii)
the Standalone Software or Application Software conforms to its published Specifications, if any; (iii) in no event does Grass Valley warrant that the Standalone Software or
Application Software is error free or that Licensee will be able to operate the Standalone or Application Software without problems or interruptions.

6.1.2 In order to exercise rights under the above warranty Licensee shall provide to Grass Valley within the applicable warranty period (i) written notice setting forth in
detail the defect in the Standalone or Application Software, and (ii) proof of purchase of the Standalone or Application Software. If any such Standalone or Application Software
is defective under the above warranty, Grass Valley shall, in its sole discretion, replace the Standalone or Application Software or repair such Software through a Software
Update other than a correction service. If Grass Valley determines, in its sole discretion, that it is unable to repair through an Update or replace the Software, Grass Valley will refund to Licensee the fees paid to Grass Valley for the affected Standalone or Application Software and such refund shall be Licensee's sole and
exclusive remedy in respect of any defective Standalone or Application Software.

6.1.3 During the Standalone Software and Application Software provided with IT Hardware Warranty Period, Licensee is eligible to download Updates (as defined herein)
commercially released and generally available by Grass Valley, but Licensee is not eligible to download Upgrades (as defined herein) unless Licensee has
separately purchased from Grass Valley the appropriate Support Agreement allowing for the same. After such Warranty Period, Licensee is not eligible to download either
Updates or Upgrades unless, in each case, Licensee has separately purchased from Grass Valley the appropriate Support Agreement allowing for the same. For purposes of
this warranty, 'Update' means any bug fixes and minor enhancements to the Software that are commercially released and generally available by Grass Valley in the form of
an update. 'Upgrade' means enhancements to the Software in the form of new or improved functionality or features, to the extent made available by Grass Valley in the form of
an upgrade. For Licensee convenience, Grass Valley may provide a list of software and/or hardware requirements for satisfactory operation of its Updates or Upgrades.

6.2 Standard Limited Warranty for Embedded Software.

6.2.1 Warranty for Embedded Software. Grass Valley warrants to Licensee that for a period of fifteen (15) months following the date of shipment from the factory
(the "Embedded Software Warranty Period"): (i) the tangible media on which the Embedded Software is furnished, if applicable, will be free of material defects in materials and
workmanship under normal use; (ii) the Embedded Software conforms to its published Specifications, if any; (iii) in no event does Grass Valley warrant that the Embedded Software
is error free or that Licensee will be able to operate the Embedded Software without problems or interruptions.

6.2.2 In order to exercise rights under the above warranty Licensee shall provide to Grass Valley within the applicable warranty period (i) written notice setting forth in
detail the defect in the Embedded Software, and (ii) proof of purchase of the Hardware containing the Embedded Software. If any Embedded Software is defective under the
above warranty, Grass Valley shall, in its sole discretion, replace the Embedded Software or repair the Embedded Software through an Update otherwise commercially released
and generally available. If Grass Valley determines, in its sole discretion, that it is unable to repair through an Update or replace the Embedded Software, Grass Valley will refund to Licensee the fees paid to Grass Valley for the affected Hardware in which the Software is embedded.

6.2.3 For Embedded Software, Licensee is entitled to Updates only but not Upgrades during the Warranty Period.

6.3 Warranty Exclusions. In order to obtain service under the applicable warranty above, Licensee must notify Grass Valley of the defect before the expiration of the
applicable warranty period and make all reasonable arrangements for the performance of service. The above warranty shall not apply to any defect, failure or damage caused by
improper use or improper or inadequate maintenance and care. The warranties do not extend to any defect, failure or damage caused by (i) use of the Software in violation of the license granted by Grass Valley or in a manner inconsistent with the Software instructions; (ii) use of non-Grass Valley furnished equipment, software, or facilities with Software; (iii) failure to follow installation, operation, maintenance or

6.4 Third Party Products. Notwithstanding anything to the contrary in this Agreement, Grass Valley provides third party products (including hardware and software)
on an “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND unless Grass Valley specifies otherwise. However, such third party products may carry their own warranties and
Grass Valley shall pass through to Licensee any such warranties to the extent authorized. Exercise of such warranty shall be directly between Licensee and the third party
provider.

Rev February 15, 2019
7. **EXTRACTION RESTRICTIONS.** Licensee shall not export, re-export, or transfer, directly or indirectly any product or technical data received hereunder, to any country or user to which such export, re-export or transfer is restricted by United States or local country law or regulation without first obtaining any required governmental license, authorization, certification or approval. If Licensee resells or otherwise disposes of any product or technical data purchased hereunder, it will comply with any export restrictions applicable to such transfer and Licensee hereby agrees to indemnify and hold Grass Valley harmless against any and all losses, damages and costs resulting from any non-compliance by Licensee. Grass Valley shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance, of any necessary export license or export license application. By accepting this Agreement, Licensee confirms that it is not located in (or a national resident of) any country under U.S., EU or Canadian Economic embargo or sanction, not identified on any U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern, on the US State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs, and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.

8. **FORCE MAJEURE.** No party shall be liable for any failure to perform or delay in the performance of its obligations if the same is partly or wholly delayed or prevented by an event of force majeure, defined as an event which is beyond the reasonable control of the parties, such as but not limited to Acts of God (e.g. floods, earthquakes, hurricanes), epidemics, fires, explosions, strikes, riots, war, rebellions, sabotage, act or threat of terrorism, shortage in supplies from normally reliable sources, embargo, governmental act or omission (e.g. delay or failure to issue, suspension or withdrawal of any license, permit or authorization), labor disputes, delay from a subcontractor caused by an event of force majeure as defined herein or other similar occurrence beyond the control and without the fault or negligence of the affected Party. Any such delay or failure shall suspend the project schedule until the delay or failure ceases, and the project schedule shall be deemed extended accordingly.

9. **WAIVER.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by either party, express or implied, of any breach of this Agreement shall be construed as a waiver of any other breach of such term or condition.

10. **ASSIGNMENT.** Licensee may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Grass Valley. No attempt to assign or transfer in violation of this provision will be binding upon Grass Valley. Any proposed assignee or transferee must agree in writing to be bound by all the terms, conditions, and obligations of this Agreement. Notwithstanding Grass Valley’s agreement to any such assignment, Licensee shall remain subject to the terms and obligations of confidentiality set forth in this Agreement. Grass Valley may assign or otherwise transfer its rights and obligations under this Agreement and any Purchase Order.

11. **APPLICABLE LAW.** Except for purchases made in Japan of Software which will be installed and/or used in Japan, this Agreement will be construed and interpreted in accordance with the laws of the State of Delaware, without regard to principles of choice of law. For purchase made in Japan of Software which will be installed and/or used in Japan the laws of Japan will apply. For Licensees located in the Asia Pacific region of the world, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or interpretation, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one arbitrator, and the decision of the arbitrator shall be final, binding. For all other Licensees, the parties hereby consent to the non-exclusive jurisdiction of and venue in the Superior Court of the State of Delaware and the United States District Court for the adjudication of any disputes arising under this Agreement, and will not assert as a defense lack of personal jurisdiction or forum non conveniens. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Each of the parties consent the jurisdiction of the courts of State of Delaware, United States.

12. **NOTICES.** All notices shall be given in writing and deemed effective upon receipt. Notices to Licensee will be sent to the ordering office or other address shown on the Purchase Order. Notices to Grass Valley shall be sent to the Grass Valley entity identified on the Proposal/Contract for Grass Valley direct customer and all other customers should send notices to Grass Valley at 400 Providence Mine Road, Nevada City CA 95959 Attention: Legal Department.

13. **SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable or invalid by court decision, this Agreement will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law and the remainder of the agreement shall remain in full force and effect.

14. **LANGUAGE.** This Agreement may be provided in multiple languages. The governing language shall be the English language and any translation is provided solely for information only. In the event of a conflict between the English language and its translation, the English language shall prevail. For sales in Canada, the parties declare that they have requested, and hereby confirm their request, that this Agreement be drafted in the English language. Les parties déclarent qu'elles ont exigé, et par les présentes, confirment leur demande que ce contrat soit rédigé en anglais.

15. **AUDIT RIGHTS.** Upon reasonable notice from Grass Valley to Licensee, Licensee will provide Grass Valley or its agents access to, from time to time, Licensee’s facilities and records in order for Grass Valley to determine whether Licensee is in compliance with the provisions of this Agreement, provided, however, such audit or inspection shall be exercised so as not to unreasonably interfere with Licensee’s business. If such inspection discovers a material breach of this Agreement by Licensee, then Licensee shall pay the reasonable cost of the audit and inspection.

16. **DISPUTE RESOLUTION.** Disputes, controversies or claims may arise between the Parties. To minimize the expense to and impact on each Party of formally resolving such disputes, controversies and claims in accordance with the Applicable Law Section above, the Parties will first attempt to resolve any controversy or claim arising out of or relating to any Proposal/Contract or Purchase Order.

17. **INTEGRATION.** Except for Licensees purchasing under Grass Valley’s Global Terms and Conditions of Sale, this Agreement is the complete and exclusive statement of the mutual understanding between Grass Valley and Licensee and supersedes all previous written and oral agreements and communications relating to the subject matter hereof. If Licensee has purchased the Software under Grass Valley’s Global Terms and Conditions of Sale, this Agreement is meant to be consistent with and of the same force and effect as Section 6 of those Global Terms and Conditions of Sale. For Licensees purchasing under Grass Valley’s Global Terms and Conditions of Sale, in the event of any conflict between this Agreement and the Global Terms and Conditions of Sale, the Global Terms and Conditions of Sale shall control.

18. **INJUNCTIVE RELIEF.** Each party acknowledges and agrees: (A) the restrictions set forth in the provisions of this Agreement dealing with Confidentiality and protection of IP Rights, if any, are reasonable in the circumstances and all defenses to the strict enforcement thereof by the injured party are hereby waived; (B) a violation of any of the provisions of this Agreement dealing with Confidentiality or protection of IP Rights will result in immediate and irreparable harm and damage to the disclosing party or licensor; and (C) in the event of any violation of any of the provisions of this Agreement dealing with Confidentiality and protection of IP Rights, the injured party will, in addition to any other right to relief hereunder , be entitled to equitable relief by way of temporary or permanent injunction and to such other relief as any court of competent jurisdiction may deem just and proper.

19. **NATURE OF THE RELATIONSHIP.** No agency, partnership, joint venture, or other business organization is created by this Agreement. Neither party will have the right or obligation to make commitments on behalf of the other party without prior written consent of the party to be bound. Licensee and Grass Valley shall be independent contractors and each will conduct its business at its own cost and expense. Nothing in this Agreement will be construed as a commitment by Grass Valley to engage in any further business with Licensee beyond the scope of this Agreement (except as otherwise agreed to by the parties by means of a separate agreement) or after the expiration or earlier termination of this Agreement. Grass Valley may refer to Licensee as a customer reference in business dealings with potential customers, Grass Valley financing matters and in press releases.

20. **INTERPRETATION.** In this Agreement, (A) the insertion of headings is for convenience of reference only and will not affect the construction or interpretation of this Agreement; (B) words or abbreviations that have well known or trade meanings are used herein in accordance with their recognized meanings; and (C) terms and conditions hereof are the result of negotiations between the parties and this Agreement will not be construed in favor of or against any party by reason only that a party or its professional advisors participated in the preparation of this Agreement.

21. **COUNTERPARTS AND FACSIMILE SIGNATURE.** This Agreement may be executed in counterparts, all of which when executed and delivered, will constitute one single agreement between the parties. This Agreement may be executed by facsimile or e‐mailed PDF.
22. **ELECTRONIC COMMUNICATIONS.** The parties may do business electronically, including order placement and acceptance. Once accepted, such orders will create fully enforceable obligations subject to this Agreement. Such orders and acceptances will be deemed for all purposes to be an original signed writing. Parties will adopt commercially reasonable security measures for password and access protection.