

ADDENDUM

Project	Backstop and Dugout LED Display
Date/Time	10.15.26
Created By	<u>AJP</u> : Royce Wall

1. Technical Specifications Scope and Clarifications:

- 1.1. All equipment racks exist and will be provided by the Owner
 - 1.2. No rack-mounted uninterruptable power supply (UPS) is required since there is an existing centralized UPS system.
 - 1.3. The base bid will require a 5% spare parts inventory in lieu of the previously requested 2%
 - 1.4. Spare lexan covers are to be provided as part of the spare parts inventory.
 - 1.5. Ambient lighting sensors are to be provided for each display to the control the brightness level automatically
 - 1.6. A new Ross System will be required as part of this scope of work. An equipment list will be provided as part of this addendum that reflects the required scope of work.
 - 1.7. All padding surrounding the displays will be included as part of this scope of work. The contact information for the preferred padding vendor has been supplied as part of this addendum.
 - 1.8. Any modifications required to the netting system will be preformed by the Owner and is not part of this scope of work.
 - 1.9. All fiber connections are required to be fusion spliced, Unicam crimp on connects will not be permitted.
 - 1.10. Added to the scope of work for this project will be the removal of the existing Dorna signage on the right field line. The wall should be rebuilt and padding added to match the wall left and right of this location.
- Scrolling Signage board on 1st base side to be removed:

Height -	37 ¾ "
Length -	112" – 1
	110" – 2
	110" – 3
	112" – 4
 - Electric needs to be disconnected and capped, preferable out of sight.

1.11 Bids will be due Friday October 23rd at 12:00 PM Central Time

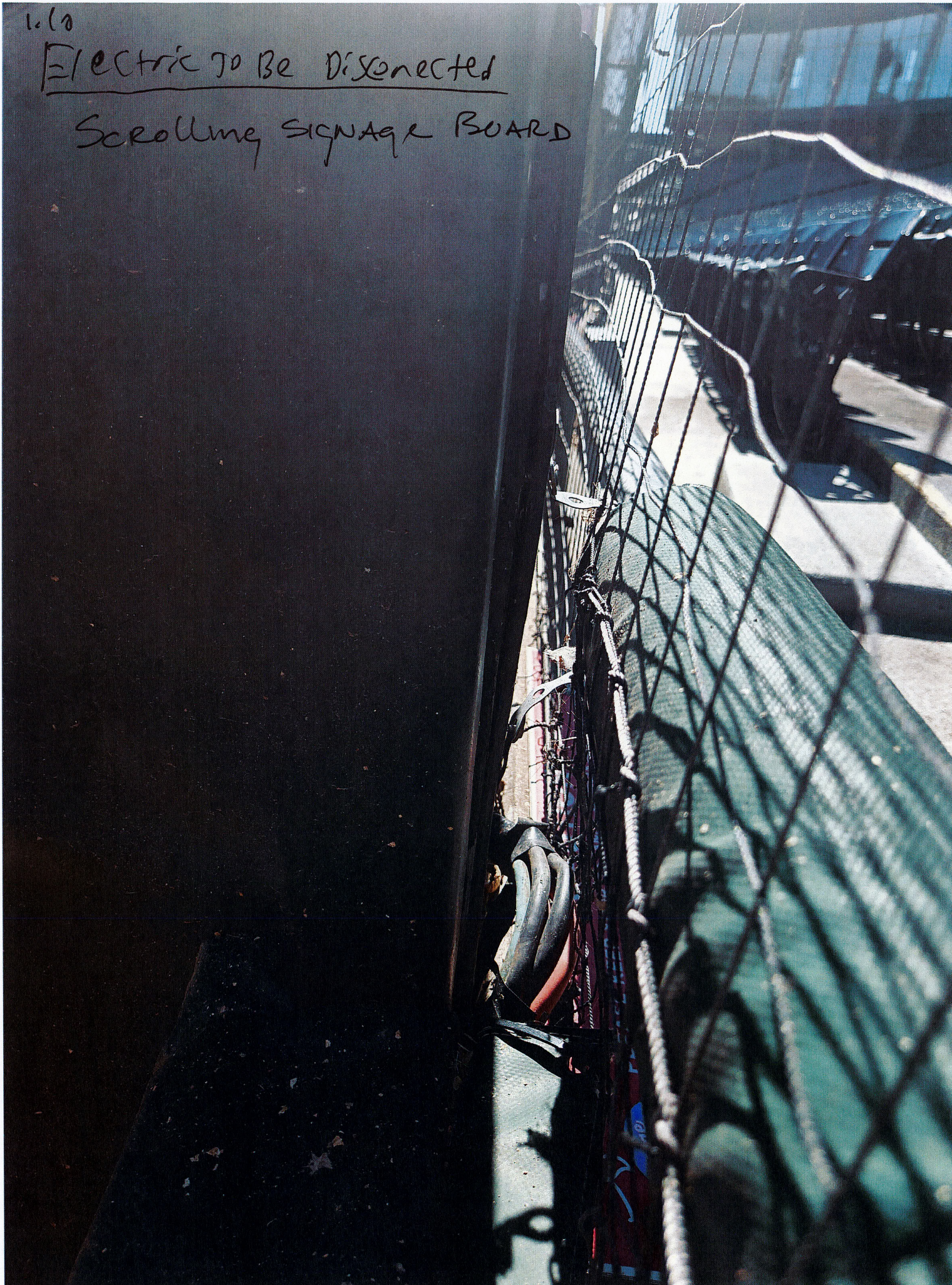
1.10 scrolling signage Board To Be Removed



1.60

Electric To Be Disconnected

Scrolling Signage Board



**ANTHONY
JAMES
PARTNERS**

**REQUEST FOR INFORMATION FORM
ISFA/CWS Backstop and Dugout LED Display Project**

9/2/2026

Project: ISFA/CWS Backstop and Dugout LED Display		Discipline: LED DISPLAYS
Ref		
1	Who is the current or preferred padding vendor?	Company information is provided as part of this release.
2	Is remote on/off required for all displays?	Yes, remote power is required. Assumed to be located in the hallway just behind each dugout.
3	Will contractor be responsible for creating the cutout / covering for the cameras mounted in the padding on both sides of the Home Plate Displays? If so, what is the glass/lexan specification for the camera portal?	These cameras will be removed by CWS baseball operations. The cut out/positioning and glass in the portals will be replaced in kind.
4	Will contractor be responsible for removal and re-installation of those cameras?	CWS Baseball Operations will remove and reinstall cameras
5	Is any KVM gear required?	Yes, KVM is required. Please provide Adder ALIF2122R-US
6	Are there drawings that show the fascia behind home plate, both the pre-cast on the left side and the metal fascia on the right side?	No
7	The display specifications for the Home Plate displays calls for Quantity: One (1) Outdoor 4 (mm) LED Displays, minimum Active Area: 2.1' tall x 23.5' wide. Should this be two (2) displays at 2.1' tall x 11.75' wide, separated by the entrance gate?	The specification for the Home Plate Displays will be quantity of two (2) 4mm LED displays @ 2.1' H x 14.5' W. Separated by the entrance gate. A new bid form will be provided as part the Addendum.
8	Can you provide the name of the company that installed the existing padding onsite?	Company information is provided as part of this release.
9	3. What working hours will be available onsite? Will the work need to be completed during normal business hours, or will off-hours access be available?	Available work hours from 6am-6pm.
10	4. Would it be possible to receive a seven-day extension on the bid deadline?	Date has been extended.
11	Please confirm if Union Labor or Prevailing Wage is required.	Confirmed.
12	Please release any "as built" drawings of current signage behind home plate.	There are none available.
13	Please confirm exact location of the HP Backstop display.	See response in line 7 above.
14	Can the structural drawings for the dugouts be released?	There are none available.
15	Please confirm lexan paneling should be included for both the homplate and dugout displays	Confirmed.
16	Drainage behind homplate was noted on the walk through, can you provide any drawings showing the underground infrastructure?	Drainage information is included as part of this release

**ANTHONY
JAMES
PARTNERS**

ISFA/CWS
Backstop and Dugout LED Display Project
BID FORM - Addendum #1

Addendum #1 - Pages 3-5

BID SUMMARY	
LED DISPLAYS AND INSTALLATION	VENDOR NAME
HOMEPLATE LED DISPLAY	\$0
INSTALLATION: HOMEPLATE LED DISPLAY	\$0
DUGOUT LIP LED DISPLAYS	\$0
INSTALLATION: DUGOUT LIPS	\$0
ANIMATION PACKAGE	\$0
GENERAL CONDITIONS	\$0
GRAND TOTAL BASE BID	\$0
BID CLARIFICATIONS: STATE ANY EXCEPTIONS BEING TAKEN TO PRODUCT SPECS OR SCOPE OF WORK	
	ADD/DEDUCT
	ADD/DEDUCT
	ADD/DEDUCT
BID CLARIFICATIONS: STATE ANY VOLUNTARY ALTERNATES (INCL. ADD/DEDUCTS)	
	ADD/DEDUCT
	ADD/DEDUCT
	ADD/DEDUCT
SUB-CONTRACTORS AND LED SUPPLIERS	
STRUCTURAL SUBCONTRACTOR	
ELECTRICAL SUBCONTRACTOR	
INSTALLATION SUBCONTRACTOR	
OPERATING SYSTEM	
SIGNAGE FABRICATOR	
EXTENDED WARRANTY - PARTS AND LABOR	
YEAR 3	
YEAR 4	
YEAR 5	
YEAR 6	
YEAR 7	
YEAR 8	
YEAR 9	
YEAR 10	
TOTAL	\$0
<i>Note: Extended warranty pricing should be based on annual payments, rather than upfront lump sum. Owner will reserve right to select option on an annual basis at provided price.</i>	
EXTENDED WARRANTY PARTS ONLY	
YEAR 3	
YEAR 4	
YEAR 5	
YEAR 6	
YEAR 7	
YEAR 8	
YEAR 9	
YEAR 10	
TOTAL	\$0
<i>Note: Extended warranty pricing should be based on annual payments, rather than upfront lump sum. Owner will reserve right to select option on an annual basis at provided price.</i>	

Addendum #1 - Pages 3-5

BID SUMMARY		
DETAILED SPECIFICATIONS		
INSTALLATION: GENERAL CONDITIONS		VENDOR NAME
INSTALLATION SUB-TOTAL GENERAL CONDITIONS		\$0
PROJECT MANAGEMENT		
GENERAL CONDITIONS		
ENGINEERING, PERMITS, FEES		
TRAINING AND EVENT SUPPORT		
TRAVEL AND EXPENSES		
HOMEPLATE LED DISPLAY		VENDOR NAME
PIXEL PITCH	4	
QUANTITY	2	2
PIXEL HEIGHT (PHYSICAL)	160	
PIXEL LENGTH (PHYSICAL)	1,104	
TOTAL PIXELS	176,640	0
SYSTEM HEIGHT (FT)	2.1	
SYSTEM LENGTH (FT)	14.5	
TOTAL SQ. FT	30	0
PIXEL DENSITY (PX/SQ. FT.)	5,801	#DIV/0!
TOTAL DISPLAY PRICE		
PROCESSING		
SHIPPING		
TOTAL SYSTEM PRICE		\$0
COST PER SQ. FT		#DIV/0!
COST PER PIXEL		#DIV/0!
SPECIFICATIONS		
TOTAL POWER DRAW - MAX AMPS BASED ON 208V 3P		
BRIGHTNESS (NITS)	7500	
VIEWING ANGLE - HORIZONTAL	140	
VIEWING ANGLE - VERTICAL	140	
LED MANUFACTURER		
LED CHIP SUPPLIER		
DIODE MODEL AND PART NUMBER		
REFRESH RATE OF DISPLAY		
INSTALLATION		
INSTALLATION SUB-TOTAL		\$0
PRIMARY AND SECONDARY STEEL		
COMPONENT INSTALLATION		
HEAVY EQUIPMENT RENTAL		
TRIM, FLASHING AND FINISHES		
ELECTRICAL AND DATA		
DUGOUT LIP LED DISPLAYS		VENDOR NAME
PIXEL PITCH	4mm	
QUANTITY	2	2
PIXEL HEIGHT (PHYSICAL)	80	
PIXEL LENGTH (PHYSICAL)	4,960	

**ANTHONY
JAMES
PARTNERS****ISFA/CWS
Backstop and Dugout LED Display Project
BID FORM - Addendum #1****Addendum #1 - Pages 3-5**

BID SUMMARY		
TOTAL PIXELS	396,800	0
SYSTEM HEIGHT (FT)	1.1	
SYSTEM LENGTH (FT)	65.1	
TOTAL SQ. FT	72	0
PIXEL DENSITY (PX/SQ. FT.)	5,541	#DIV/0!
TOTAL DISPLAY PRICE		
PROCESSING		
SHIPPING		
TOTAL SYSTEM PRICE		\$0
COST PER SQ. FT		#VALUE!
COST PER PIXEL		#VALUE!
SPECIFICATIONS		
TOTAL POWER DRAW - MAX AMPS BASED ON 208V 3P		
BRIGHTNESS (NITS)	7500	
VIEWING ANGLE - HORIZONTAL	140	
VIEWING ANGLE - VERTICAL	140	
LED MANUFACTURER		
LED CHIP SUPPLIER		
DIODE MODEL AND PART NUMBER		
REFRESH RATE OF DISPLAY		
INSTALLATION		
INSTALLATION SUB-TOTAL		\$0
PRIMARY AND SECONDARY STEEL		
COMPONENT INSTALLATION		
HEAVY EQUIPMENT RENTAL		
TRIM, FLASHING AND FINISHES		
ELECTRICAL AND DATA		

ISFA PO NEEDED

QUOTATION

fieldwallpads.com

SPORTS GRAPHICS**YOUR SAFETY & IMAGE SPECIALISTS**

1791 Page Ave Clarion, IA 50525 (800) 257-6405

Sales Office Fax: (515) 532-7039 www.sportsgraphicsinc.com

Quote Number:

83926

Quote Date:

Jun 25, 2026

Page:

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Quoted To:

CHICAGO WHITE SOX
333 W 35TH ST
CHICAGO, IL 60616
UNITED STATES

If Ordering, please verify or complete fields below

Shipping Contact TONY RUFF

Shipping Phone (312) 907-1006

A/P Contact MIKE SPIDALE

A/P Email MSPIDALE@CHISOX.COM

Customer ID		Good Thru	Payment Terms	Sales Rep	
CHICAGO WHITE SOX		7/25/26	Net 30 Days	TODD A. LOVELACE	
Qty	Item	Description	Unit Price	Amount	
		*****NEW BASELINES AND BACKSTOP PADS*****			
		*****18OZ TVF FOREST GREEN*****			
		*****BACKSTOP - 4" FOAM*****			
1.00	FP 2X1	FP 2X1	80.00	80.00	
18.00	FP 4X2	FP 4X2	134.00	2,412.00	
3.00	FP 5X2	FP 5X2	182.00	546.00	
6.00	FP 3X2	FP 3X2	121.00	726.00	
1.00	FP 2X2	FP 2X2	104.00	104.00	
1.00	FP 3X3	FP 3X3	176.00	176.00	
2.00	FP 2X1	FP 2X1	80.00	160.00	
1.00	SPN 4X2	SEWN PANEL - 4'HX2'W - 2" POLY FOAM	72.00	72.00	
		*****BASELINE PADDING - 4" FOAM AND GROMMET FLAP*****			
6.00	FP 3X2	FP 3X2	121.00	726.00	
72.00	FP 4X2	FP 4X2	134.00	9,648.00	
2.00	FP 2X2	FP 2X2	104.00	208.00	
1.00	FP 3X1	FP 3X1	97.00	97.00	
5.00	FP 5X2	FP 5X2	182.00	910.00	
9.00	FP 4X3	FP 4X3	189.00	1,701.00	
5.00	FP 5X4	FP 5X4	291.00	1,455.00	
2.00	FP 4X4	FP 4X4	206.00	412.00	
1.00	FP 6X3	FP 6X3	297.00	297.00	
2.00	FP 6X4	FP 6X4	322.00	644.00	
1.00	FP 6X2	FP 6X2	201.00	201.00	
3.00	SPN 4X2	SEWN PANEL - 4'HX2'W - 2" POLY FOAM	72.00	216.00	

QUOTE PRICING SUBJECT TO CHANGE BASED ON
INFORMATION PROVIDED.

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



fieldwallpads.com

SPORTS GRAPHICS

YOUR SAFETY & IMAGE SPECIALISTS

1791 Page Ave Clarion, IA 50525 (800) 257-6405
Sales Office Fax: (515) 532-7039 www.sportsgraphicsinc.com

QUOTATION

Quote Number:
83926

Quote Date:
Jun 25, 2026

Page:

2

Quoted To:

CHICAGO WHITE SOX
333 W 35TH ST
CHICAGO, IL 60616
UNITED STATES

If Ordering, please verify or complete fields below

Shipping Contact TONY RUFF
Shipping Phone (312) 907-1006
A/P Contact MIKE SPIDALE
A/P Email MSPIDALE@CHISOX.COM

Customer ID		Good Thru	Payment Terms	Sales Rep	
CHICAGO WHITE SOX		7/25/26	Net 30 Days	TODD A. LOVELACE	
Qty	Item	Description	Unit Price	Amount	
34.00	FP CUSTOM SLOPED	CUSTOM SLOPE CHARGE PER PAD FOR UP TO 4' WIDE PAD	30.00	1,020.00	
30.00	CO-100	CUTOOTS AND NOTCHES	30.00	900.00	
		*****WI-FI PADS*****			
17.00	FP 2X1	FP 2X1	80.00	1,360.00	
7.00	FP 3X1	FP 3X1	97.00	679.00	

1.00		ADDED CHARGE FOR 4" FOAM AND GROMMET FLAPS ON THE BASELINES	4,950.00	4,950.00	

1.00	FREIGHT	SHIPPING AND HANDLING	1,875.00	1,875.00	
1.00		FISCAL YEAR INCREASE OF 7% COMING 7/1/2026 - I ONLY INCREASE YOURS 5%	1,485.00	1,485.00	

QUOTE PRICING SUBJECT TO CHANGE BASED ON INFORMATION PROVIDED.

Subtotal	33,060.00
Sales Tax	
TOTAL	33,060.00

Ross Video Proposal

Presented By:
Marcel Fontaine
Regional Sales Manager - North West Region

Ross Video Inc.
808 Commerce Park
Ogdensburg NY 13669
USA

ROSS

Let's make it real.

ROSS



Ross Quote #: Q-00233324-2
Rate Field / Xpression Hardware Upgrade
Quote Prepared On: 25-Jun-26
Quote Valid Until: 29-Jul-26

Proposal Prepared Exclusively For

Mark Jacobson
Chicago White Sox
(312) 455-4637
mjacobson@unitedcenter.com

Prepared By

Marcel Fontaine
Regional Sales Manager - North West Region
+1 760-898-2274
mfontaine@rossvideo.com

Bill To:

Rate Field

Doing Business As: Illinois Sports Facilities Authority

333 W 35th St
Suite 4000
Chicago, Illinois, 60616-3621
United States

Ship To:

Rate Field

333 W 35th St
Suite 400
Chicago, Illinois, 60616-3621
United States

Thank you for considering Ross! We are pleased to present to you the following proposal. Please note all prices are quoted in USD.



Ross Quote #: Q-00233324-2
Rate Field / Xpression Hardware Upgrade
Quote Prepared On: 25-Jun-26
Quote Valid Until: 29-Jul-26

Proposal Summary

Grouping Name	Optional Subtotal	Subtotal
XPression: Realtime Motion Graphics	\$6,105.00	\$45,525.00
Device Schedule System	\$0.00	\$10,425.00
Ross Professional Services	\$0.00	\$7,200.00
Subtotal		USD \$63,150.00
Tax		\$0.00
Grand Total		USD \$63,150.00



Ross Quote #: Q-00233324-2

Rate Field / Xpression Hardware Upgrade
Quote Prepared On: 25-Jun-26
Quote Valid Until: 29-Jul-26

Proposal Detail

XPression: Realtime Motion Graphics

#	Product Info	Qty	Net Unit	Term	Optional	Net Price
1	XPIN-1RU-M9 XPression 1RU HD-SDI Chassis	1	\$21,275.00			\$21,275.00
2	→ XPIN-SW-PRELOADED → XPression Software Preloaded on Hardware	1	\$50.00			\$50.00
3	→ XPIN-HW-DGL → XPression Physical Product Key host device	1	\$55.00			\$55.00
4	→ XPIN-LIC-XSTS → XPression Software License- Studio SCE	1	\$23,795.00			\$23,795.00
5	→ XPIN-OPT-LIC-CLIP → XPression Option License- Clips Server	1	\$6,105.00		Optional \$6,105.00	
6	→ XPIN-KBD-BACKLIT → XPression Backlit Custom Keyboard	1	\$350.00			\$350.00

Subtotal: \$45,525.00
Optional Subtotal: \$6,105.00

Device Schedule System

#	Product Info	Qty	Net Unit	Term	Optional	Net Price
7	PWRP-SW-BASE-SCHEDULER-BNDL PowerPlay -- Base System and Scheduler Bundle	1	\$0.00			\$0.00
8	→ PWRP-OPT-SCHEDULE → PowerPlay -- Scheduler Option	1	\$6,250.00			\$6,250.00
9	→ PWRP-SW-BASE → PowerPlay -- Base System	1	\$4,175.00			\$4,175.00

Subtotal: \$10,425.00
Optional Subtotal: \$0.00

Ross Professional Services



Ross Quote #: Q-00233324-2

Rate Field / Xpression Hardware Upgrade

Quote Prepared On: 25-Jun-26
Quote Valid Until: 29-Jul-26

#	Product Info	Qty	Net Unit	Term	Optional	Net Price
10	S+E-ONS-COM-1DAY Sports & Entertainment - Onsite Commissioning - 1 Day	1	\$2,200.00			\$2,200.00
11	S+E-ONS-TRN-1DAY Sports & Entertainment - Onsite Training - 1 Day	1	\$2,200.00			\$2,200.00
12	TRAVEL-PRE-001 Pre Paid Service Expense Trip 1	1	\$2,800.00			\$2,800.00

Subtotal: \$7,200.00
Optional Subtotal: \$0.00

Quote Subtotal	USD \$63,150.00
Tax	\$0.00
Grand Total	USD \$63,150.00



Ross Quote #: Q-00233324-2

Rate Field / Xpression Hardware Upgrade

Quote Prepared On: 25-Jun-26

Quote Valid Until: 29-Jul-26

Product Descriptions

Product Code	Product Description
XPN-IRU-M9	<ul style="list-style-type: none">• 1RU Rackmount Chassis for HD-SDI or NDI® real-time 2D&3D motion graphics rendering• Support for SCE, STANDARD or FLEX Editions of XPression Studio, BlueBox or Clips software• Software defined channel configuration• Capable of up to 4 HD channels (V+K) of HD-SDI I/O Ports as well as NDI™• Ships with Microsoft Windows 11 Pro for Workstations Operating System Installed• Uses Matrox DSXLE4L/44 HD-SDI I/O Card• Unlimited Output Layers in XPression, per channel• Support for Multiple baseband Video Preview Channel(s)• Support for Multiple Virtual Channels• Requires XPression Studio, BlueBox or Clips Software Version 8.0 or higher
XPN-SW-PRELOADED	<p>XPression software is preinstalled on the hardware.</p>
XPN-HW-DGL	<p>XPression Dongle/USB with Dog Tag.</p> <ul style="list-style-type: none">- USB Type-A device which holds Product Key and licensing entitlements- Must initially be programmed by Ross Video- Can be updated remotely to modify add or remove license entitlements- For use with XPN SW Version 8.0 and above- Customers using XPression software versions prior to 8.0 should order XPN-REHW-DGL-LEGACY
XPN-LIC-XSTS	<p>XPression Engine software license code.</p> <ul style="list-style-type: none">- XPression render engine, which includes creation and playback capabilities.- Support for SMPTE ST 10, HD-SDI, UHD-SDI or NDI™ video I/O.- Support for 1 output CH (fill+key or fill+fill), using select hardware.- Unlimited output layers.- Support for 1 video input CH.- Support for 1 video preview CH.- Support for multiple virtual preview CHs. <p>Requires Ross Video supplied chassis (sold separately) or customer supplied chassis that meets minimum specifications. Ross Representative can confirm latest specs.</p>
XPN-OPT-LIC-CLIP	<p>XPression and Tesseract Engine option software license code.</p> <ul style="list-style-type: none">- XPression INcoder required for batch workflow transcoding to XPression codec for playback. Strongly recommended.- Adds the functionality of XPression Clips to XPression Studio and Tesseract Single Engine editions, including:<ul style="list-style-type: none">--> Clip browser--> Multi-channel ingest--> ClipStore database--> Virtual channels with transport controls and audio meters--> Ability to change key channels into fill channels, and AMP/VDCP
XPN-KBD-BACKLIT	<p>Backlit XPression Custom Keyboard</p> <ul style="list-style-type: none">• Low-profile backlit USB-A keyboard• Access to dedicated functions of XPression using keystroke combinations• access to user-defined Custom Keys



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Product Code	Product Description
PWRP-SW-BASE-SCHEDULER-BNDL	<ul style="list-style-type: none">Provides a USB3 extension on the back of the keyboard <p>Bundle includes Base PowerPlay and PowerPlay's Scheduler. Allows for Centralized and Scheduled control of multiple production and environmental devices.</p> <p>Powered by DashBoard, this system can integrate and control multiple devices and control CustomPanels from a single managed location.</p> <ul style="list-style-type: none">- Includes PowerPlay Device Manager- Includes PowerPlay Device Controller- Includes 1-year warranty and software updates. <p>Note: Requires Customer Supplied Server to meet Ross Specifications or purchase of PWRP-HW-SERVER-G4-W-LE</p>
PWRP-OPT-SCHEDULE	<p>PowerPlay - Scheduler Option</p> <p>Allows for Scheduled control of multiple production and environmental devices.</p> <p>Time Of Day Triggers</p> <p>As-Run-Log</p> <p>"Outlook Calendar" View</p> <p>Schedule as far out as you want.</p> <p>Make changes up to the last minute.</p> <p>Import Schedule</p> <p>Note: Requires Purchase of PWRP-SW-BASE</p>
PWRP-SW-BASE	<p>PowerPlay - Device Control System</p> <p>Allows for Centralized control of multiple production and environmental devices.</p> <p>Powered by DashBoard, this system can integrate and control multiple devices and control CustomPanels from a single managed location.</p> <ul style="list-style-type: none">- Includes PowerPlay Device Manager- Includes PowerPlay Device Controller- Includes 1-year warranty and software updates. <p>Note: Requires Customer Supplied Server to meet Ross Specifications or purchase of PWRP-HW-SERVER-G4-W-LE</p>
S+E-ONS-COM-1DAY	<p>Onsite commissioning for a Sports & Entertainment Solution.</p> <p>Our expert S&E commissioning team streamlines your workflow. They will ensure the solution is configured and will prepare you for a seamless transition to the launch of your system.</p> <p>Ross Video Professional Services ensures a successful outcome while protecting your investment.</p>
S+E-ONS-TRN-1DAY	<p>Onsite training for a Sports & Entertainment Solution.</p> <p>Our Ross S&E trainers are live production and solution experts. They provide a tailored training experience to maximize your production and workflows.</p> <p>Ross Video Professional Services provides your team the knowledge and capabilities to successfully utilize your solution.</p>



Ross Quote #: Q-00233324-2

Rate Field / Xpression Hardware Upgrade

Quote Prepared On: 25-Jun-26

Quote Valid Until: 29-Jul-26

Product Code	Product Description
TRAVEL-PRE-001	Expenses related to onsite services. Customer will be billed up-front for estimated expenses associated with travel and accommodation necessary to deliver onsite service. Pre-paid expenses will be invoiced upon shipment of related equipment or after confirmation of order, if there is no associated shipment of goods.

ROSS VIDEO IS PLEASED TO QUOTE THESE ITEMS IN ACCORDANCE WITH OUR STANDARD TERMS AND CONDITIONS. Worldwide T&C's, EULA and Warranty Agreement can be found on our website: <https://www.rossvideo.com/support/customer-agreements/>

Order Instructions

1. PLEASE REFER TO QUOTE NUMBER **Q-00233324** WHEN ORDERING.
2. Please submit POs addressed to
Ross Video Inc.
808 Commerce Park
Ogdensburg NY 13669
USA
3. Orders and signed quotes should be sent to orders@rossvideo.com
 - a. Please return the entire proposal document when signed

Pricing Terms

1. For Ross quotations containing Services please note all Services are billed at time of equipment shipment. **Should you wish to have services performed before the end of the evaluation term (before the invoice is due) but decide to return the goods, no credit will be issued for those services.**
2. No duty, freight or import taxes included unless otherwise stated.
3. Any discounts quoted apply only to a singularly issued purchase order at specified quantities

Payment and Shipping Terms

1. Payment Terms are subject to credit approval and may be cancelled if account is not in good standing.
2. Payment Terms: CASH WITH ORDER

Remit to:

Dept CH 17207, Palatine IL 60055-7207

Customer Bank: HSBC Bank USA



Ross Quote #: Q-00233324-2

Rate Field / Xpression Hardware Upgrade

**Quote Prepared On: 25-Jun-26
Quote Valid Until: 29-Jul-26**

Customer Account No: 751715131
ACH Details: ABA No. 022000020

3. Shipping arrangements must be via a courier or freight forwarder – standard post, hand carry or alternative arrangements are not permitted.

4. All duties and taxes are the responsibility of the importer.

5. Ross standard paperwork in English only is provided with shipment.

6. Delivery to be advised.

7. Full end user details including company name, address, phone, fax, Tax ID and contact name must be supplied with the order or the order will not be processed.

8. In order to comply with the state and local sales tax law requirements, it is necessary that we have in our files a properly executed exemption certificate from our customers who claim sales tax exemption. If we do not have this certificate, we are obligated to collect the sales tax for the state in which the property is delivered.

Shipping Details

- Incoterm Code: DDP
- Cost and Risk Transfer Point: Chicago, Illinois, United States
- Freight Billing Option: Prepaid and Charged
- Carrier:
- Carrier Service level:

Acceptance of this Quote:

I, the undersigned, hereby confirm that I am authorized to bind **Illinois Sports Facilities Authority** to the terms and conditions outlined in this quotation. This signed quotation shall serve as a formal **Purchase Order**. Upon receipt of the signed quotation, Ross will issue an order acknowledgment confirming the receipt of your order and will proceed to verify the payment and shipping terms as listed above.

The addresses listed below correspond to the billing information for invoicing purposes and the shipping details for delivery. By signing this document, I acknowledge and confirm that this information is accurate and complete.



Ross Quote #: Q-00233324-2

Rate Field / Xpression Hardware Upgrade

Quote Prepared On: 25-Jun-26

Quote Valid Until: 29-Jul-26

Please return all pages of proposal upon signing

Full Name

Signature

Title

Date

Purchase Order# (if applicable):

Bill To:

Ship To:

Rate Field

Rate Field

Initial here to indicate that the information below is accurate

Initial here to indicate that the information below is accurate

Doing Business As: Illinois Sports Facilities Authority

333 W 35th St

Suite 4000

Chicago, Illinois, 60616-3621

United States

333 W 35th St

Suite 400

Chicago, Illinois, 60616-3621

United States

Billing Contact: Maureen Gorski

Billing Contact Email: maureen@isfaauthority.com



Worldwide Terms & Conditions of Sale

1. APPLICABILITY

These Worldwide Terms and Conditions of Sale, which include all applicable product specific addendums attached hereto (these "Terms"), shall govern the sale or license of RVL's Product(s) to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Customer's request for quotation, purchase order, pro forma, invoice, acknowledgement or other purchase documentation issued by RVL ("Order"), or which Customer may purport to offer in response to these Terms. All such additional or different terms and conditions are expressly rejected by RVL and RVL's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described. Customer's acceptance of these Terms, and only these Terms, is deemed to occur upon Customer's acceptance of delivery of the Product(s).

2. PRODUCTS AND PARTIES

"Customer" means the customer to which RVL sells or licenses (or, in the case of a quotation, offers for sale or license) the Product(s) as specified in the applicable Order.

"Product(s)" means the hardware, software and/or services specified on the face of Customer's Order to which these Terms are attached.

"Public Institution of Higher Learning" means an institution created by state statute in the United States of America. They include: state colleges, state universities and community colleges.

"RVL" means the Ross Video Limited entity selling or licensing (or, in the case of a quotation, offering to sell or license) the Product(s) to Customer as specified in the applicable Order.

"State Entity" means any state government of the United States of America or any authority, corporation, agency or other governmental component unit or other entity affiliated with any such government that is governed by the same procurement laws as the state with which it is affiliated.

3. PRICES; VALIDITY OF QUOTATIONS

The price(s) for the sale or license of the Product(s) and the currency of payment are as stated on the face of the Order to which these Terms are attached. Quotations supplied by RVL are valid for thirty (30) days unless a different validity period is stated on the quotation.

4. INVOICES; SET-OFF

Upon each shipment, RVL will issue an invoice to Customer. Customer shall not be entitled to make any deduction in respect of any set-off or counter claim. For Products shipped, if Customer is past due on payment for any such Products, RVL shall have the right to take possession of that Product and sell it, applying the proceeds of any sale to the balance due on the Product. RVL may change its credit terms and/or suspend its performance when, in the opinion of RVL, Customer's financial condition or record of payment so warrants.

5. TERMS OF PAYMENT

Unless stated otherwise on the face of the Order to which these Terms are attached, the terms of payment for all Orders are net thirty (30) days after date of invoice. Agents or representatives of RVL are not authorized to change or adjust credit terms without authorization of the Finance Department. All claims against invoices must be made within five (5) days after receipt of the Product(s) to the Sales Operations Department. All

overdue accounts are subject to an interest charge equal to the lesser of 2% per month (24% per annum) and the maximum amount allowed by applicable law, with such interest accruing on a daily basis, beginning on the day immediately after the due date until such time that the account is paid in full, with interest. Customer agrees to bear all costs incurred by RVL in collecting any unpaid amounts including but not limited to, collection and/or legal fees and court costs on a solicitor/client basis.

6. SHIPMENT; RISK OF LOSS

RVL will make commercially reasonable efforts to ship the Product(s) by the estimated ship date shown on the applicable Order. RVL may make partial shipments unless Customer specifically objects. Shipment shall be, and risk of loss shall pass, in accordance with Incoterms 2020, per the specific Incoterm stated on the Order to which these Terms are attached. Notwithstanding the above, RVL will not be liable for any delay or failure to perform its obligations under the applicable Incoterm resulting from circumstances beyond RVL's reasonable control or which would cause RVL to incur unreasonable expense to avoid. All Product(s) will be shipped utilizing standard RVL packaging.

7. TITLE

Regardless of which RVL entity is listed on as the selling party on the Order, all Product(s) are shipped to Customer directly from the Ross Video Limited facility located at 8 John Street, Iroquois, Ontario, Canada, K0E 1K0. Title to the Product(s) shipped to Customer shall transfer from RVL to Customer at the time the Product(s) are placed on the selected mode of transportation and depart from the shipping dock located at 8 John Street, Iroquois, Ontario, Canada, K0E 1K0.

8. TAXES

The price for the sale or license of each Product as stated on the face of the Order to which these Terms are attached is fixed and does not include payment of any tax levied for sales, use, excise, value-added, goods and services (VAT, GST, HST), or any duties, charges or other taxes which RVL has a duty to collect in connection with the sale, supply, delivery, or use of any Product ("Taxes"). All Taxes will appear as separate items on the invoice and, unless otherwise indicated on the Order to which these Terms are attached, Customer shall be responsible for and liable to pay the same. If sales to Customer are exempt from Taxes, Customer shall furnish RVL a certificate of exemption prior to shipment. If RVL is required to pay any Taxes or other charges that are the responsibility of Customer, then Customer shall promptly reimburse RVL those amounts upon receipt of a written request by RVL.

9. RESCHEDULING, CANCELLATION AND RETURNS

Customer may submit a request to RVL to reschedule or cancel an Order. All such requests must be in writing and are subject to acceptance or rejection by RVL. Any request to reschedule or cancel any order which request is received by RVL less than thirty (30) days before the then-scheduled shipping date, if accepted, may be accepted subject to payment of a rescheduling or cancellation fee in the amount of 5% of the net order value of the Product(s) affected. Customer may return a Product within thirty (30) days of receipt of the Product, provided (i) the Product's factory packaging is unopened, (ii) Customer notifies RVL of its intention to return a product and thereafter follows RVL's instructions for returns (including reference to the RMA number assigned by RVL where applicable), and (iii) the Product(s) is/are undamaged and in new condition upon receipt by RVL. Products properly returned will be subject to payment of a restocking fee equal to 15% of the price of the returned Product(s), except for returns of replacement parts.



For greater certainty, all Product(s) must be returned to RVL on the requested date as follows: (i) for Customers located in Canada or anywhere outside of the U.S., to **8 John Street, Iroquois, Ontario, Canada, K0E 1K0**; and (ii) for U.S. Customers only, to **808 Commerce Park Drive, Ogdensburg, New York, USA 13669**.

10. SOFTWARE

Software, including software Products and software incorporated within Products (e.g., in ROM or on internal media) is provided under license and subject to the other terms set out in the separate license agreement ("End User Software License Agreement") that RVL delivers with the Product(s). Customer may use and reproduce the software only as permitted by the applicable license. In general, RVL's license prohibits reproduction, disassembly, decomposition and reverse engineering of software and limits use of software to its intended purpose to the maximum extent permitted by law.

11. USE OF RECONDITIONED MATERIAL

Products may include materials that are reconditioned to like-new performance and functionality where specifically agreed to in a request for quotation that forms part of the Order to which these terms are attached. Customer shall not be entitled to reject Products or seek any diminution in the price of Products on the basis of the inclusion of reconditioned materials.

12. DISPOSAL

If Customer is subject to compliance with the European Union's Waste Electrical and Electronic Equipment regulations, or similar regulations in other jurisdictions, Customer agrees that it is responsible for all actions and costs related to the environmentally responsible disposal of the Products when required.

13. EXPORT RESTRICTIONS

Customer 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 Canada, the United States, the United Kingdom, the European Union, or local country law or regulation without first obtaining any required government license, authorization, certification, or approval. Customer shall comply with any export restrictions applicable to such export, re-export, and/or transfer and Customer hereby agrees to indemnify and hold harmless RVL, its affiliates, subsidiaries, and their respective officers, directors, shareholders, agents, representatives, employees, successors and assigns (collectively, the "Indemnified Parties"), against any and all losses, damages, and costs (including attorneys' fees) resulting from any such non-compliance by Customer. The Indemnified Parties 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 authority. By accepting these Terms, Customer confirms that it is not (i) located in (or a national resident of) any country under U.S., United Kingdom, European Union, or Canadian Economic Embargo or Sanction Lists, (ii) identified on any U.S. Department of Commerce Denied Person List, Entity List or proliferation concern, (iii) on the U.S. State Department Debarred Parties List or Treasury Department Designated Nationals Exclusion List, nor (iv) 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 that any hardware, software, technology, or services received hereunder may not be exported, re-exported, transferred or downloaded to any such entity.

14. WARRANTY

RVL's warranty to Customer for all Products (hardware and software) is stated in the applicable warranty statement contained in the RossCare Extended Coverage Agreement (the "Warranty") which accompanies these Terms. The Warranty states the entire obligation and liability of RVL with respect to warranty for repair and replacement of hardware Products and for maintenance of software Products. There are no other warranties, express

or implied.

15. PRIVACY

The privacy and protection of the personal information of individuals connected with Customer are important to RVL. RVL's privacy policy may be found at <https://www.rossvideo.com/privacy-policy>

16. LIMITATION OF LIABILITY

UNLESS OTHERWISE PRESCRIBED BY LAW, IN NO EVENT SHALL RVL OR ITS AFFILIATES, SUBSIDIARIES, VENDORS OR OTHER AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF CUSTOMER'S PURCHASE OR USE OF ANY PRODUCT, EVEN IF RVL, THE AFFILIATE, SUBSIDIARY, VENDOR OR OTHER AGENT OR REPRESENTATIVE HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AMOUNT OF RVL'S LIABILITY FOR ALL CLAIMS RELATING TO THE ORDER TO WHICH THESE TERMS ARE ATTACHED, WHETHER BASED ON CONTRACT, TORT, WARRANTY OR OTHER GROUNDS, AND WHETHER IN MONEY DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE EQUIVALENT OF THE AMOUNT PAID BY THE CUSTOMER TO RVL UNDER THE ORDER.

17. INDEMNIFICATION

Where permitted by law, Customer hereby agrees to defend, indemnify and save harmless RVL, its affiliates, subsidiaries, and their respective officers, directors, shareholders, agents, representatives, employees, successors and assigns from and against any and all claims, actions, causes of action, liability, loss and expense (including attorneys' fees and investigation costs) arising as a result of personal injury, death, property damage, lost profit and any other matters for which Customer, its employees or subcontractors, are or may be liable under the law.

Any obligation on the part of RVL to indemnify Customer, or any other third party, for infringement of intellectual property rights of third parties is limited to the indemnification obligations expressly stated in the applicable intellectual property license granted by RVL with the sale of a Product.

18. FORCE MAJEURE

RVL will not be responsible for any losses or damages to Customer (or any third person) whether occasioned by deviations in performance or the non-performance of any of RVL's obligations hereunder, or loss of or damage to goods when caused directly or indirectly by or in any manner arising from any casualty, revolution, act of God, act (including a delay or failure to act) of any government authority (de jure or de facto), or (declared or undeclared) riot, act of Customer, pandemic, strikes or other labour difficulties, shortage of labour, supplies and transportation facilities or any other cause or causes beyond RVL's control or the control of its suppliers.

19. WAIVER; SEVERABILITY

The failure of either party to enforce any provision of these Terms shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision of these Terms. If any provision of these Terms is found to be illegal, invalid or unenforceable by a court of competent jurisdiction for any reason, such provision shall be severed from the remainder of these Terms, which will otherwise remain in full force and effect.

20. ATTORNEY'S FEES

RVL shall be entitled to recover its reasonable costs and attorneys' fees, both at trial and on appeal, in any litigation based on these Terms in which RVL is the prevailing party.

21. GOVERNING LAW

If Customer acquired the 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 these Terms, claims for breach, and all other claims regardless of conflict of laws principles. If Customer acquired the Product(s) in the European Union or the United Kingdom, then the laws

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of England and Wales apply. If Customer acquired the Product(s) in any other country, then the laws of the Province of Ontario, Canada shall apply.

22. ELECTRONIC COMMUNICATION

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 in writing. Parties will adopt commercially reasonable security measures for password and access protection.

23. EXCEPTIONS FOR PUBLIC ENTITIES

The following provisions of this Section 23 apply *only* in the event that the Customer is a Public Institution of Higher Learning or a State Entity and shall govern in the event of any conflict with any other provision of these Terms or any document incorporated herein by reference. In this Section 23, "Customer's State" refers to the state in which Customer is founded, either by statute law, state constitution or other means of incorporation. RVL and Customer acknowledge that Customer is a Public Institution of Higher Learning or a State Entity, and therefore is prohibited by law from agreeing to certain contract provisions. RVL covenants and agrees that any terms or agreement applicable between the parties containing the following terms or conditions (including, but not limited to, these Terms, other referenced and/or applicable general terms and conditions, such terms contained in the End User Software License Agreement, Warranty, Order, or other document) shall be deemed deleted in its or their entirety, and shall not be binding on Customer: (i) requiring Customer to, in any way, indemnify, hold harmless, release, and/or defend RVL or any third party and/or pay any attorneys' fees or other costs (including collection costs) related to a legal process; (ii) requiring Customer to engage in binding mediation or arbitration; (iii) requiring Customer to litigate, arbitrate, or otherwise resolve any conflict in a forum/venue other than in the courts of competent jurisdiction located in Customer's State; or (iv) requiring these Terms or any document incorporated by reference to be interpreted under the laws of a state or country other than the Customer's State. At all times, the parties agree that nothing in this provision or terms incorporated herein shall be construed as a waiver of the sovereign or qualified immunity of Customer, its employees, and/or Customer's State. The parties agree that any clause requiring RVL to defend Customer shall be amended to the extent that any such defense is controlled or subject to approval by the State Attorney General and under no circumstances may one party settle on behalf of, or obligate the other party, in any way without prior written consent.

To the extent only permitted by State law as a state institution of the Customer's State, Customer agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement. Customer's liability shall be subject in all cases to the immunities and limitations of applicable State law. The parties agree that nothing in this provision shall be construed as an indemnification of the other party or a waiver of the sovereign or qualified immunity of Customer, its employees, and/or Customer's State.

The parties understand that these Terms, and any related records may be subject to release under applicable freedom of information laws. The party claiming a proprietary trade secret has the burden of proving such in any subsequent action, and must take affirmative action to prevent the release of the trade secret in the event of a public record request for a record containing such information. Disclosure of records pursuant to applicable freedom of information laws is not considered a breach of these Terms.

24. ENTIRE AGREEMENT

These Terms and the Order to which they are attached, as well as the End User Software License Agreement, if applicable, and the Warranty comprise the entire agreement between RVL and Customer and supersede any prior or contemporaneous negotiations or agreements with respect to their subject matter. No amendment, supplement, change or modification to these Terms shall be effective unless it is in writing and signed by an authorized representative of RVL and Customer. The Order, Terms, End User Software License Agreement, if applicable, and the Warranty are intended to be read together. Subject to the below, in the event of any conflict between the Terms, the Order, the End User Software License Agreement and/or the Warranty, to the extent of the conflict, the following order of priority shall apply: (i) Order; (ii) Terms; (iii) Warranty; and (iv) End User Software License Agreement. Notwithstanding the foregoing, with respect to limitation of liability, in the event of a conflict between the End User Software License Agreement and the Warranty, the End User Software License Agreement shall prevail.

Updated as of: November 21, 2024

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Worldwide Terms & Conditions of Sale

ADDENDUM FOR OVERHEAD CAMERA MOTION SYSTEMS

1. APPLICABILITY

This addendum (this "Addendum") to the Ross Video Worldwide Terms and Conditions of Sale (the "Terms") shall only apply in the event Customer's Order includes any Product(s) from the Overhead Camera Motion System family of Ross Video Products. In the event the terms of this Addendum conflict with the Terms or the Order, the terms of this Addendum shall govern, but solely in respect of Overhead Camera Motion System(s) set out in the Order. The Terms shall continue to govern in all other respects.

2. RVL RESPONSIBILITIES

RVL's sole responsibilities in connection with the design, manufacturing, installation and maintenance of any Overhead Camera Motion System(s) shall be as follows:

- (a) Ensuring the structural integrity of the Overhead Camera Motion System(s) in accordance with engineering drawings certified by a licensed professional engineer, including all clamps, trusses, rail support frames, rails, dolly, wiredraw, end stop bumpers, fixed column and head.
- (b) Providing adequate locations for the attachment of safety tethers.
- (c) Providing suitable safety tether cables.
- (d) Providing drawings to Customer that indicate recommended tethering points.
- (e) The assembly and installation of all Overhead Camera Motion System(s) components (excluding the attachment of the Overhead Camera Motion System(s) to an engineer approved structure).
- (f) Securing the attachment of all rails and wiredraw to the rail support frames.
- (g) Securing the attachment of all rail support frames to the truss.
- (h) Installing the dolly.
- (i) Securing the attachment of the fixed column and head to the dolly.
- (j) Securing the attachment of the payload to the camera cradle.
- (k) Ensuring the proper tightening and application of Loctite to secure fasteners.
- (l) Ensuring proper application of safety tethers and other safety systems.
- (m) Testing the assembled Overhead Camera Motion System(s) to ensure the proper operation of all system components and safety systems, including dolly fall prevention mechanisms and safety tethers.

3. CUSTOMER RESPONSIBILITIES

Customer's responsibilities in connection with the installation and maintenance of any Overhead Camera Motion System(s) shall include:

- (a) Providing an engineer approved structure onto which the Overhead Camera Motion System(s) will be attached and/or anchored.
- (b) Securing the attachment and/or anchoring of the Overhead Camera Motion System(s) to the engineer approved structure.
- (c) Providing for the review and approval of the Overhead Camera Motion System(s) assembly and its attachment and/or anchoring to the structure by a certified structural engineer.
- (d) The regular and ongoing testing, maintenance and proper operation of all Overhead Camera Motion System(s) components in accordance with all RVL instruction manuals or other documentation delivered or made available to Customer, including all fasteners and safety systems.

4. CUSTOMER ACKNOWLEDGMENT

Customer's acceptance of the terms of this Addendum, in addition to the Terms, is deemed to occur upon Customer's acceptance of delivery of the Overhead Camera Motion System(s). Upon the successful assembly, installation, attachment and/or anchoring, testing and inspection of the Overhead Camera Motion System(s), an authorized representative of Customer shall execute and deliver a copy of the Certificate of Acceptance provided below.

CERTIFICATE OF ACCEPTANCE

In respect of the Overhead Camera Motion System(s) included in Invoice No. _____, Customer hereby certifies, acknowledges and agrees that:

- (a) RVL has completed all of its responsibilities set out in this Addendum to Customer's satisfaction;
- (b) Customer has retained a properly certified and licensed professional engineer to inspect the assembly and installation of the Overhead Camera Motion System(s) and its attachment and/or anchoring to the structure.
- (c) Customer has obtained written confirmation from such engineer that the assembly and installation of the Overhead Camera Motion System(s) and its attachment and/or anchoring to the structure is in compliance with all applicable local, provincial, state and federal laws, codes, statutes and regulations, and all drawings provided to Customer by RVL.
- (d) Customer shall be solely responsible for ensuring the proper operation, maintenance and testing of the Overhead Camera Motion System(s) in accordance with all applicable industry standards and documentation provided by RVL.

Date

Authorized Signature of Customer

Name of Authorized Signatory (Please Print)

Title



This Agreement is a legal agreement between you (the "**Customer**") and Ross Video Limited ("**Ross Video**") specifying the terms and conditions of your purchase of a RossCare® Extended Coverage Plan ("**Plan**"). This Agreement also includes certain terms and conditions of your purchase of the Plan as shown on your original quotation, purchase order, acknowledgement, pro forma, invoice and other purchase documentation for the Ross Products and/or the Extended Warranty (the "**Order**"). By signing the Order, Customer is agreeing to be bound by this Agreement.

1. **DEFINITIONS.** In this Agreement, in addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set out below:

"Acknowledge" means a response by Ross Video to Customer that indicates the Support Request has been received and a case ticket opened and email notification with the case number forwarded to the Customer.

"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 RossCare® Extended Coverage Agreement including the recitals hereto, the Order and all schedules annexed thereto, as the same may be amended from time to time.

"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.

"Data Protection Laws" means the *General Data Protection Regulation* of the European Union, the UK *Data Protection Act (2018)*, the *California Consumer Privacy Act*, the *Personal Information Protection and Electronic Documents Act* (Canada) and like legislation for the protection of personal information of natural persons wherever applicable to delivery of the Plan to the Customer.

"Designated Equipment" shall mean (a) the hardware products sold by Ross Video to Customer 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 the Customer on which the Software is to be installed and that meets the minimum specifications set out in the Documentation.

"Documentation" means the user manuals, instruction guides user documentation or other related materials of any kind relating to the Ross Products that are provided by Ross Video to the Customer from time to time during the period of ownership and use of the Ross Products by the Customer;

"Equipment" shall mean the hardware products sold by Ross Video to the Customer that are the subject of the Plan, as described in the Order, as the same may be repaired, Modified, Improved or replaced from time to time by Ross Video;

"Equipment Warranty Period" means, in connection with the Equipment, the warranty period of one (1) year from the date of shipment unless otherwise specified in the table below:

Product Category	Equipment Warranty Period
openGear	Five (5) years from the date of shipment
Master Control Systems	Five (5) years from the date of shipment
Nielsen Encoders	Five (5) years from the date of shipment

"EULA" means the Ross Video Limited End User Software License Agreement entered into between the Customer and Ross Video in connection with any Ross Product.

"Extended Warranty" has the meaning ascribed to it in Section 2 of this Agreement;

"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 Equipment made by or on behalf of Ross Video; and **"Improve"** shall mean the implementation of any of the foregoing.

"Incident" means an issue in the commissioning and/or normal functioning of a Ross Product that gives rise to a Support Request.

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

"Modifications" means any enhancements, changes, corrections, improvements, developments, upgrades or updates to the Ross Products, or any of them; and **"Modify"** shall mean the creation of any of the foregoing;

"Order" has the meaning given to it in the introduction to this Agreement;

"Parties" means both Ross Video and Customer 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, as 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.

"Plan" has the meaning given to it in the introduction to this Agreement;

"Priority Level" means each Incident priority level described opposite the named priority level under "Description" in the chart in Section 6(a).

"Resolution" In the case of Software means the implementation of a fully tested repair and resolution of an Incident, which returns the Ross Products to their full and proper operation, but does not include a Workaround. In the case of Hardware, means that Ross Video has dispatched the replacement parts.

"Response" means a Ross Video communication to Customer to the effect that a support ticket has been opened and a support agent has been assigned to the ticket.

"Ross Products" means the Equipment and/or Software sold by Ross Video to the Customer that is/are supported by the Plan in accordance with this Agreement.

"Ross Video" means Ross Video Limited or, if any Affiliate of Ross Video Limited enters into this Agreement with Customer, it means such Affiliate of Ross Video Limited.

"Software" means the software products sold by Ross Video to the Customer that are the subject of the Plan, as described in the Order, as the same may be repaired, Modified, Improved or replaced from time to time by Ross Video.

"Software Maintenance Period" means, in connection with the Software, the maintenance period of one (1) year from the date of shipment unless otherwise specified in the table below:

Product Category	Software Maintenance Period
Switchers	For the life of the Designated Equipment
NK Routers	For the life of the Designated Equipment
Master Control System Software (Dashboard)	For the life of the Designated Equipment
openGear	For the life of the Designated Equipment

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Product Category	Software Maintenance Period
Nielsen Encoders	For the life of the Designated Equipment
Sports Analysis - non-perpetual licenses only	For the License Period,

"Software Modification" means a Modification to the Software;

"Support Request" means request for support made by the Customer as regards an Incident relating to a Ross Product.

"Support Services" has the meaning ascribed to it in Section 6(a) of this Agreement.

"Support Request Response Time" has the meaning ascribed to it in Section 6(c) of this Agreement.

"Warranty Period" means the Equipment Warranty Period or the Software Maintenance Period, as the context requires.

"Workaround" means a temporary workaround to an Incident which allows the resumption of operational use of the Ross Products, albeit that the applicable Ross Product may not be returned to its full and proper state of operation and may still require a permanent resolution. A Workaround may include solutions which require human intervention or additional hardware or software which would no longer form part of the Ross Products once a permanent resolution has been achieved.

"Year 1" means the twelve (12) month period commencing on the date of shipment of the Ross Product and terminating as of the close of business on the day before the first anniversary thereof.

2. WARRANTY PERIOD AND EXTENDED WARRANTY. Unless extended in accordance with this Section 2, Year 1 shall be the Warranty Period for any Ross Product purchased by Customer from Ross Video. Customer shall have the option of purchasing an extended warranty for the Ross Products in one (1) year increments from and after the end of Year 1 (the "Extended Warranty") at Ross Video's warranty fee rates then in effect for the Plan. Upon purchase of an Extended Warranty, the Warranty Period for the Plan shall be deemed to be extended for each such one (1) year increment and the terms and conditions of this Agreement shall remain in full force and effect for such Extended Warranty period. Terms of payment shall be identified on the quotation documents provided by Ross Video to Customer. Taxes on the Plan are extra.

3. IMPROVEMENTS AND MODIFICATIONS. The Customer may from time to time request Ross Video to incorporate certain Improvements and/or Modifications into the Ross Products. Ross Video may, in its sole discretion, undertake to incorporate and provide such Improvements and/or Modifications to the Customer with or without payment of a fee to be negotiated at the time of such request. All Improvements and/or Modifications, whether recommended and developed by Ross Video or Customer, shall be considered the sole property of Ross Video and shall be used by the Customer pursuant to the terms of this Agreement.

4. LIMITED REPRESENTATIONS AND WARRANTIES.

a) Equipment Warranties

Ross Video represents and warrants that:

- i. During the Equipment Warranty Period the Equipment will be in full conformity with the specifications for the Equipment provided to Customer; and
- ii. the Equipment will be merchantable, of good material and workmanship, free from any material defects, and will be fit for the normal business use intended by Customer.

b) Warranty Exclusions and Inclusions

Notwithstanding the above, all of Ross Video's obligations with respect to such representations and warranties shall be contingent on the Customer's use of the Equipment in accordance with this Agreement, normal industry practice and Ross Video's instructions for such Equipment as provided in the Documentation. Ross Video shall have no warranty obligations where any Equipment failure occurs as a result of misuse, neglect, accident, abuse, misapplication improper installation, unauthorized modification, extreme power surge or extreme electromagnetic field or other Acts of God. Ross Video shall pass through to the Customer the benefit of all warranties from third party manufacturers and suppliers.

c) Software Maintenance

Ross Video represents and warrants that:

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- (i) During the Software Maintenance Period the Software is warranted to be free from material defects under normal use;
- (ii) Except as expressly stated herein, no disabling mechanism or protection feature designed to prevent the Software's use, including any computer virus, worm, lock, drop dead device, Trojan-horse routine, trap door, time bomb or any other codes or instructions that may be used to access, Modify, delete, damage or disable the Software or any other hardware or computer system, will be used or activated by Ross Video in respect of Software that is delivered to Customer under a valid license; and
- (iii) The Software, if properly installed and used with Designated Equipment, will perform substantially as described in Ross Video's then current Documentation for such Software for the Software Maintenance Period.

d) **Warranty Exclusions and Inclusions**

Notwithstanding the above, Ross Video does not warrant that the Software is or will be error free; further, all of Ross Video's obligations with respect to the warranties set out in paragraph (c) above shall be contingent on Customer's use of the Software in accordance with the terms and conditions of the EULA and Ross Video's instructions as provided in the Documentation. Ross Video shall have no warranty obligations where any Software failure occurs as a result of misuse, neglect, accident, abuse, misapplication, improper installation, unauthorized modification, extreme power surge or extreme electromagnetic field or other Act of God. Ross Video shall pass through to Customer the benefit of all warranties from third party manufacturers and suppliers.

5. SUPPORT SERVICES

- a) The core of the Plan is the support services described in this Section 5 which Ross Video shall provide to the Customer in connection with the Ross Products (the "Support Services").
- b) Telephone and email support from Ross Video technicians are included in the Plan at no extra charge in accordance with and subject to Ross Video policy. If Ross Video personnel are required to attend at the Customer's location to do any warranty work under the Plan, Customer will be charged for reasonable out of pocket expenses incurred in connection with such warranty work.
- c) Ross Video will respond to Support Requests within the response times (each a "Support Request Response Time") set forth below and resolve or correct the issue identified in the Support Request within the Resolution times set forth below subject to circumstances that are reasonably beyond Ross Video's control, such as the root cause of a problem being situated in a non-Ross Video product, unforeseeable supply chain delay or force majeure events. Ross Video, in its reasonable judgment, will determine the Priority Level of each Support Request.

Priority Level	Support Request Response Times	Description
Emergency	5 min Acknowledge 30 min Response 4-hour Workaround Resolution: 24 hours	An event and/or problem that has a significant business impact, or an immediate severe impact to a core business process or an operation that is mission critical to the business. The event and/or problem may render the Ross Product(s) non-functional
Major	5 min Acknowledge 30 min Response 6-8 hour Workaround Resolution: 72 hours	The presence of a major error implies that Ross Products and/or Documentation cannot be substantially used, or have a major negative impact on the total system operation, system functionality, or system reliability

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Priority Level	Support Request Response Times*	Description
Minor	5 min Acknowledge 4 hour Response 24-hour Workaround Resolution: Next Release	The presence of a medium severity error seriously affects the functionality of Ross Products and Documentation, but can be circumvented so that Ross Products and/or Documentation can be used, or implies that a program or function in a Ross Product or Documentation cannot be used although other programs or functions remain unaffected, or implies that Ross Products and Documentation as a whole function but a certain function is somewhat disabled, gives incorrect results or does not conform to the Documentation or any agreed standards
Trivial	5 min Acknowledge 24 Hour Response 48-hour Workaround Resolution: Next major release	A low severity error or general inquiry that has no significant effect on the functionality of Ross Products or the usability of Documentation.
* Support Request Response Times are conditional upon Customer's cooperation in providing information required to process a Support Request in the necessary time frames.		

d) Reporting

Ross Video shall supply to the Customer's designated staff access to the Customer's current and historical cases during the term of this Agreement. Additionally, Ross Video shall supply to Customer such additional reporting on the Support Services as Ross Video and Customer shall determine to be necessary and desirable from time to time during the term of this Agreement.

e) Software Modifications

During the Software Maintenance Period, Ross Video shall supply downloadable Software Modifications upon request of Customer, when available, at no extra charge to Customer. Notwithstanding the foregoing, Ross Video shall be under no legal obligation to create or release Software Modifications at any time or in accordance with a fixed schedule.

f) Replacement Parts

Under the Plan, replacement parts for Ross Products are free to the Customer. Further, Ross Video shall be responsible for and shall pay all shipping and handling charges. Customer is responsible for any customs duties and taxes in connection with the replacement parts and delivery of replacement parts to the Customer's location, if applicable. Ross Products will be shipped using the Incoterm DAP (defined in Appendix A); the Customer will act as the importer of record.

g) Return of Defective Parts

The Customer will follow the following guidelines for customs valuation, product identification and Insurance when returning defective parts to Ross Video. The goods shall be returned using the Incoterm FCA (defined in Appendix A).

- i. The value determined for the replacement product shall be for customs purposes only and declared using fair market value for same/similar goods. Ross Video will follow customs valuation regulations and will not alter value to offset import fees.
- ii. All documentation (shipping labels, packing lists, customs Invoices, etc) and packaging must clearly state the RMA Number that has been assigned to the return. Only products that have been authorized on the RMA shall be returned to Ross Video Limited. All RMA's must clearly be listed on documentation and packaging when consolidated returns are transacted.

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- iii. Ross Video is self-insured under its corporate policy, shipper shall not declare a value for carriage or purchase insurance from the carrier for any RMA returns to Ross Video or its consolidation warehouse.

6. **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 warranty work being undertaken hereunder by Ross Video under the Plan, and that such voluntary risk allocation represents a material part of this Agreement. Should Ross Video be in breach of any obligation, Customer agrees that Customer'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 Customer 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, Customer.

- (A) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ROSS PRODUCTS 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, BY VIRTUE OF ANY OTHER CONTRACT OR DOCUMENT RELATING TO THE PURCHASE OF A ROSS PRODUCT THAT IS SUPPLIED BY CUSTOMER (ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED) 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.
- (B) IN NO EVENT SHALL ROSS VIDEO, ITS AFFILIATES, 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 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 MONEY PAID TO ROSS VIDEO UNDER THIS AGREEMENT.

7. **TERM AND TERMINATION.**

- (1) Unless terminated earlier in accordance with the terms of this Agreement, the term of this Agreement shall commence on the date the Ross Products are shipped to Customer and continues until the expiration of the Warranty Period, as extended by the purchase of any Extended Warranty, applicable to that Ross Product.
- (2) Either Party shall have the right on notice to the other Party to terminate this Agreement if:
- (a) the other Party fails to pay any fees or other amounts when due hereunder or under any Purchase Document in connection with the Ross Products and such breach is not cured within thirty (30) days after written notice of such failure to pay is given to the defaulting Party by the non-defaulting Party;
 - (b) the other Party shall file a voluntary petition in bankruptcy or insolvency or shall petition for reorganization under any bankruptcy law, consent to an involuntary petition in bankruptcy, or if a receiving order is given against it under the *Bankruptcy and Insolvency Act* (Canada) or the comparable law of any other jurisdiction (and such is not dismissed within ten (10) days);
 - (c) there shall be entered an order, judgment or decree by a court of competent jurisdiction, upon the application of a creditor, approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of the other Party's assets and such order, judgment or decree continues in effect for a period of thirty (30) consecutive days; or
 - (d) the other Party shall fail to perform any of the other material obligations set forth in this Agreement and such default, in the case of a default which is remediable, continues for a period of thirty (30) days after written notice of such failure has been given by the non-defaulting Party or, in the case of a non-remediable default, immediately upon notice.
8. **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 Customer of the commencement and nature of such cause and uses its reasonable efforts to render performance in a timely manner.
9. **ASSIGNMENT.** Ross Video may assign this Agreement, or any of its rights or obligations hereunder, in whole or

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in part, upon notice to Customer. Customer 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 ensures to the benefit of and is binding upon each of the Parties and their respective successors and permitted assigns.

10. **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.
11. **DATA PROTECTION.** The Parties shall comply with all relevant Data Protection Laws in the performance of this Agreement.
12. **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.
13. **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.
14. **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.

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APPENDIX A – Incoterms 2000 Obligations

1. DAP (Delivered At Place) Incoterms 2020, Named Destination

Seller's Obligations (Ross Video):

- i. Arrange and pay for transportation to a specified destination.
- ii. Provide export clearance.
- iii. Bear all risks and costs until the goods are made available for unloading at the destination.

Buyer's Obligations (Customer):

- i. Pay for insurance.
- ii. Obtain any necessary import licenses or permits.
- iii. Handle import clearance.
- iv. Assume all risks and costs once the goods are made available for unloading at the destination.

2. FCA (Free Carrier) Incoterms 2020, Named Destination:

Seller's Obligations (Ross Video):

- i. Deliver the goods to a specified carrier at a designated location.
- ii. Provide export clearance.
- iii. Bear all risks and costs until the goods are delivered to the carrier.

Buyer's Obligations (Customer):

- i. Arrange and pay for transportation and insurance after delivery to the carrier.
- ii. Obtain any necessary import licenses or permits.
- iii. Assume all risks and costs once the goods are delivered to the carrier.



This End User Software License Agreement is a legal agreement between you (the "Licensee") and Ross Video Limited ("Ross Video") specifying the terms and conditions of your installation and use of the Software and all Documentation (as those terms are defined herein).

IMPORTANT:

BY DOWNLOADING, ACCESSING, INSTALLING OR USING THE SOFTWARE AND/OR DOCUMENTATION AND/OR BY AUTHORIZING ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION AN INSTALLER OR COMMISSIONER ACTING ON ITS BEHALF TO DO SO, LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT AND THE LICENSE GRANTED HEREUNDER SHALL BE EFFECTIVE AS OF AND FROM SUCH DATE. IF YOU DO NOT WISH TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT DOWNLOAD, ACCESS, INSTALL, REFER TO OR OTHERWISE USE THE SOFTWARE AND/OR DOCUMENTATION.

1. **INTERPRETATION.** In this Agreement, (a) words signifying the singular number include the plural and vice versa, and words signifying gender include all genders; (b) every use of the words "herein", "hereof", "hereto" "hereunder" and similar words shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (c) reference to any agreement or other document herein will be construed as referring to such agreement or other document as from time to time amended, modified or supplemented (subject to any restrictions on such amendment, modification or supplement set forth therein); (d) every use of the words "including" or "includes" is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively; and (e) references to an Article or a Section are to be construed as references to an Article or Section of or to this Agreement unless otherwise specified.

2. **DEFINITIONS.** In this Agreement, in addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set out below:

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person. A Person shall be deemed to control a Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" and "controlling" shall have a similar meaning.

"**Agreement**" means this End User Software License Agreement including the recitals hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"**Backup System**" means the secondary piece of Designated Equipment upon which the Software is installed and mirrored for the sole purpose of replacing a Primary System in the event such Primary System is not available or functioning properly for any reason.

"**Change of Control**" means (a) the direct or indirect sale, transfer or exchange by the shareholders of a Party of more than fifty percent (50%) of the voting securities of such Party, (b) a merger or amalgamation or reorganization or other transaction to which a Party is party after which the shareholders of such Party immediately prior to such transaction hold less than fifty percent (50%) of the voting securities of the surviving entity, (c) the sale, exchange, or transfer of all or substantially all of the assets of a Party.

"**Confidential Information**" means all data and information relating to the business and management of either Party, including the Software, trade secrets and other technology to which access is obtained or granted hereunder by the other Party, and any materials provided by Ross Video to Licensee; provided, however, that Confidential Information shall not include any data or information which:

- (i) is or becomes publicly available through no fault of the other Party;
- (ii) is already in the rightful possession of the other Party prior to its receipt from the other Party;
- (iii) is already known to the receiving Party at the time of its disclosure to the receiving Party by the disclosing Party and is not the subject of an obligation of confidence of any kind;
- (iv) is independently developed by the other Party;
- (v) is rightfully obtained by the other Party from a third party; or
- (vi) is disclosed with the written consent of the Party whose information it is.

"**Designated Equipment**" shall mean (a) the hardware products sold by Ross Video to Licensee on which the Software is installed and licensed for use, as the same may be replaced from time to time by Ross Video; or (b) in the case of Software licensed on a stand-alone basis, the equipment of Licensee on which the Software is to be installed and meets the minimum specifications set out in the Documentation.

"**Documentation**" shall mean manuals, instruction guides, user documentation and other related materials of any kind pertaining to the Software (whether in electronic, hard-copy or other media format) that are furnished to Licensee by or on behalf of Ross Video in relation to the Software.



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

"Governmental Authority" means (a) any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and (b) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

"Improvements" means all inventions, works, discoveries, improvements and innovations of or in connection with the Software, including error corrections, bug fixes, patches and other updates in Object Code form to the extent made available to Licensee in accordance with Ross Video's release schedule.

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

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

"Modifications" means any enhancements, changes, corrections, translations, adaptations, revisions, developments, upgrades or updates thereto; and "Modify" shall mean the creation of any of the foregoing.

"Object Code" means the machine readable executable form of a computer software program.

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

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

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

"Parties" means both Ross Video and Licensee and "Party" means either one of them as the context requires.

"Person" will be broadly interpreted and includes (a) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative; (b) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (c) a Governmental Authority.

"Primary System" means the Designated Equipment upon which the Software is installed and executed to deliver its intended functionality.

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

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

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

"Software" means the version of the Object Code licensed and delivered to Licensee by Ross Video concurrently with delivery of this Agreement, including without limitation the Freeware, and any subsequent error corrections, updates, Modifications or Improvements provided to Licensee by Ross Video pursuant to this Agreement, but specifically excluding any features or plug-ins that may be purchased by you directly from third parties as upgrades or enhancements to the Software.

"Source Code" means the human readable form of a computer software program, and all tools and documentation necessary for a reasonably competent computer programmer to understand, maintain and Modify the Software.

"Third Party Software" means those portions of the Software, if any, which are owned or controlled by third parties and licensed to Ross Video pursuant to certain license agreements or arrangements with such third parties, including the Open Source Components and NDI® software (**Error! Hyperlink reference not valid.**); 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

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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. **FREWARE.** 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 the 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.**
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 - 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/>.

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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

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the unauthorized disclosure of such Confidential Information, the right to control and direct the investigation, preparation, action and settlement of each such claim and, further, provided that the Indemnified Party reasonably co-operates with the Indemnifying Party in connection with the foregoing and provides the Indemnifying Party with all information in the Indemnified Party's possession related to such claim and such further assistance as reasonably requested by the Indemnifying Party.

The Parties acknowledge and agree that any breach of the confidentiality provisions of this Agreement by one Party may cause significant and irreparable injury to the other Party that is not compensable monetarily, as well as damages that may be difficult to ascertain, and agrees that, in addition to such other remedies that may be available at law or in equity, the other Party shall be entitled to seek injunctive relief (including temporary restraining orders, interim injunctions and permanent injunctions) in a court of competent jurisdiction in the event of the breach or threatened breach by such party of any of the confidentiality provisions of this Agreement. The relief contemplated in this Section shall be available to each Party without the necessity of having to prove actual damages and without the necessity of having to post any bond or other security. Each Party further agrees to notify the other Party in the event that it learns of or has reason to believe that any Person has breached the confidentiality provisions of this Agreement.

13. **LIMITATION OF LIABILITY.** The limitation of liability provisions of this Agreement reflect an informed voluntary allocation of the risks (known and unknown) that may exist in connection with the licensing of the Software or Documentation hereunder by Ross Video, and that voluntary risk allocation represents a material part of the Agreement reached between Ross Video and Licensee. Should Ross Video be in breach of any obligation, Licensee agrees that Licensee's remedies will be limited to those set forth in this Agreement. No action, regardless of form, arising out of this Agreement may be brought by Licensee more than twelve (12) months after the facts giving rise to the cause of action have occurred, regardless of whether those facts by that time are known to, or reasonably ought to have been discovered by, Licensee.

- (A) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND ROSS VIDEO (I) MAKES NO OTHER REPRESENTATIONS, AND PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY, BY USAGE OF TRADE CUSTOM OF DEALING, OR OTHERWISE, AND (II) SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF UNINTERRUPTED OR ERROR FREE OPERATION, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ROSS VIDEO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL MEET ANY OR ALL OF LICENSEE'S PARTICULAR REQUIREMENTS, THAT THE USE AND OPERATION OF THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT ALL PROGRAMMING ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED, OR THAT THE SOFTWARE WILL BE COMPATIBLE WITH OTHER PROGRAMS, SYSTEMS, AND HARDWARE.
- (B) IN NO EVENT SHALL ROSS VIDEO, ITS AFFILIATES AND LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY CLAIM FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED DAMAGES; LOST PROFITS, OR LOST REVENUE ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, OR IN TORT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (C) IN ANY EVENT THE AGGREGATE LIABILITY OF ROSS VIDEO, ITS AFFILIATES AND LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FOR ANY CLAIM FOR DIRECT DAMAGES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID TO ROSS VIDEO UNDER THIS AGREEMENT.

14. **TERM AND TERMINATION.**

- (1) Unless terminated earlier in accordance with the terms of this Agreement, the term of this Agreement shall commence upon Licensee's first download, access, installation, or other use of the Software or Documentation and continues until, in the case of Software licensed with Designated Equipment provided by Ross Video, the earliest of (a) the end of the License Period, or (b) if the Designated Equipment is assigned or transferred in accordance with this Agreement, the date on which the Designated Equipment is no longer owned by Licensee;
- (2) Either Party shall have the right to terminate this Agreement on notice to the other Party if:
- (a) the other Party fails to pay any fees or other amounts when due hereunder or under any other agreement between the Parties (or any Affiliates of the Parties, as applicable) in connection with the Software and/or Designated Equipment and such breach is not cured within thirty (30) days after written notice of such failure to pay is given to the defaulting Party by the non-defaulting Party;
 - (b) the other Party shall file a voluntary petition in bankruptcy or insolvency or shall petition for reorganization under any bankruptcy law, consent to an involuntary petition in bankruptcy, or if a receiving order is given against it under the *Bankruptcy and Insolvency Act* (Canada) or the comparable law of any other jurisdiction (and such is not dismissed within ten (10) days);
 - (c) there shall be entered an order, judgment or decree by a court of competent jurisdiction, upon the application of a creditor, approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of the other Party's assets and such order, judgment or decree continues in effect for a period of thirty (30) consecutive days; or
 - (d) the other Party shall fail to perform any of the other material obligations set forth in this Agreement and such default, in the case of a default which is remediable, continues for a period of thirty (30) days after written notice of such failure has been given by the non-defaulting Party or, in the case of a non-remediable default, immediately upon notice.
- (3) Notwithstanding anything to the contrary contained in this Agreement:

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- (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.

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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.

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SHEET INDEX

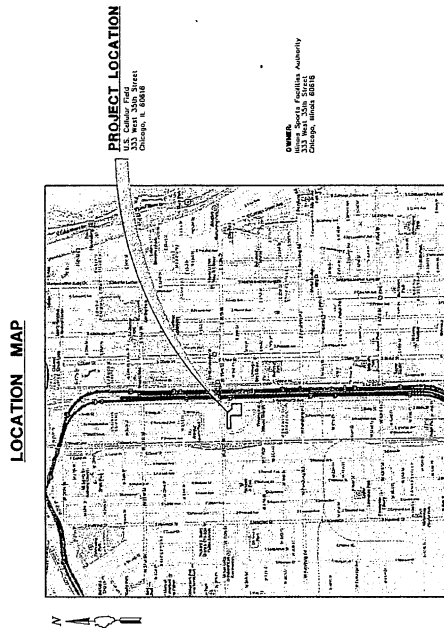
- COORDINATING/PERMITTING AGENCIES:**
City of Chicago
Department of Water Management
N12-0744-00450

TOPOGRAPHIC SURVEY CO.,
Ge-suit Hamilton Associates, Inc.
650 Forest Edge Drive
Vernon Hills, Illinois 60061
Telephone: 847-478-2700

NOT FOR CONSTRUCTION

 GCH ASSOCIATES, INC. 850 Forest Edge Drive • Vernon Hills, IL 60061 (708) 431-1000 • FAX (708) 431-1001 Telex 250000 • TWX 710000	CONTRACT NO. _____ TITLE SHEET		SEE TALKING-11-0-02		SHEET NO. _____
	THE STUDY IS THE PROPERTY OF GCH ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GCH ASSOCIATES, INC.		DRAWN BY: C.J. DATE: 12/29/71 CHECKED BY: S.H. DATE: 12/29/71 DESIGNED BY: S.H. DATE: 12/29/71		GCH PROJECT # 4711000 OF 11 SHEETS
CHAIRMAN'S IMPROVEMENTS U.S. CELLULAR PHONE FACILITY AUTHORITY 333 WEST 35TH STREET, CITY OF CHICAGO, ILLINOIS					

Case	Survival	Point Score	Reference
1	100/124 (81)	1733/41	18,95
2	100/124 (81)	1714/42	18,95
3	100/124 (81)	1714/42	18,95
4	100/124 (81)	1733/41	18,95
5	100/124 (81)	1733/41	18,95
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JULIE
JOINT
UTILITY
LOCATION
INFORMATION
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EXCAVATION
CALL 811



Know what's below.
Call before you dig.

NOTE: CONSTRUCTION MEANS, METHODS AND JOB SITE SAFETY IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR

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GHA GEHALT HAMILTON ASSOCIATES, INC.
850 Forest Edge Drive ■ Vernon Hills, IL 60061

850 Forest Edge Drive ■ Vernon Hills, IL 60061

STANDARD SYMBOLS

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CONTRACTOR IS RESPONSIBLE FOR CONTACTING JULIE, AT 1-800-892-0123, AND MUST ACQUIRE A DIG NUMBER A MINIMUM OF 72 HOURS PRIOR TO ANY OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THEM.

NOTES:

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SECTION AA

PLAN VIEW

SHARED CHESMANX PERPENDICULAR RAMP

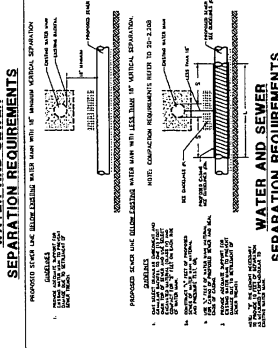
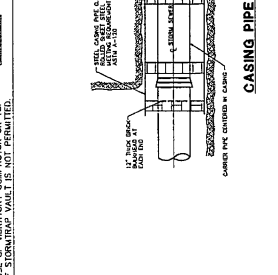
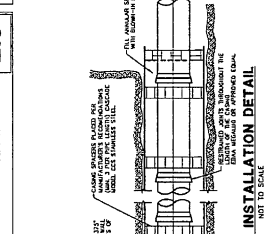
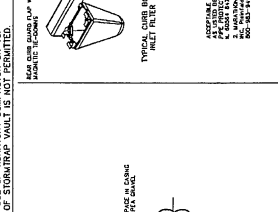
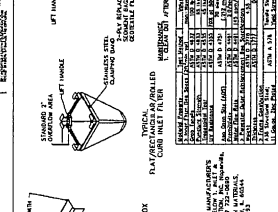
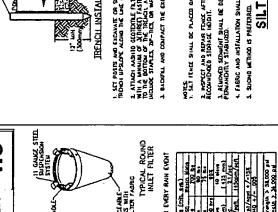
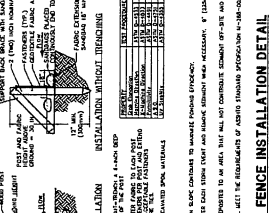
CITY OF CHICAGO

NOTED

JULY 1988

SHEET 8-1-18

[illegible][illegible][illegible][illegible][illegible][illegible]



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3. AD. 1110 12288 _____

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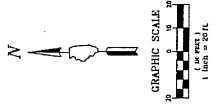
97. CAUSE _____

98. REMARKS _____

99. CAUSE _____

100. REMARKS _____

 GENAULT HAMILTON ASSOCIATES, INC. 890 Forest Lake Drive • Vernon Hills, IL 60061 TEL 847/478-9700 • FAX 847/478-9701		COMPANY ADDRESS No. 890 Forest Lake Drive, Vernon Hills, IL 60061 TEL 847/478-9700 • FAX 847/478-9701 Attention: Mr. J. J. Hamilton		DETAILS DRAINAGE IMPROVEMENTS U.S. CELLULAR FIBER OPTIC CABLE QUALITY AUTHORITY 339 WEST 35TH STREET, CITY OF CHICAGO, ILLINOIS		INLET FILTER BASKET DETAIL		FILE #13-000-001-004 DRAWN BY: J. J. HAMILTON DATE: 01/17/01 CHECKED BY: J. J. HAMILTON DATE: 01/17/01 SCALE: 1/4" = 1'-0" ORDER NO.: 11 QUANTITY: 11 BASKETS	
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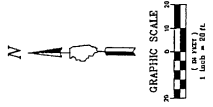


Compliance Notes:

- [illegible]

DEMOLITION LEGEND

- [illegible]



- Demolition Notes:**
1. Removal of all items necessary to complete the proposed improvements as shown on the plan. Items to be removed are indicated by the hatched pattern. Items to be retained are indicated by the solid pattern. Items to be demolished are indicated by the cross-hatched pattern. Items to be retained are indicated by the solid pattern. Items to be demolished are indicated by the cross-hatched pattern.
 2. Prior to the start of construction, the existing conditions shall be verified by a field inspection. The field inspection shall be conducted by the engineer and the contractor. The field inspection shall be conducted by the engineer and the contractor.
 3. Verify existing utility locations and depths prior to construction. All existing utilities shall be marked and protected. All existing utilities shall be marked and protected.
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DEMOLITION LEGEND

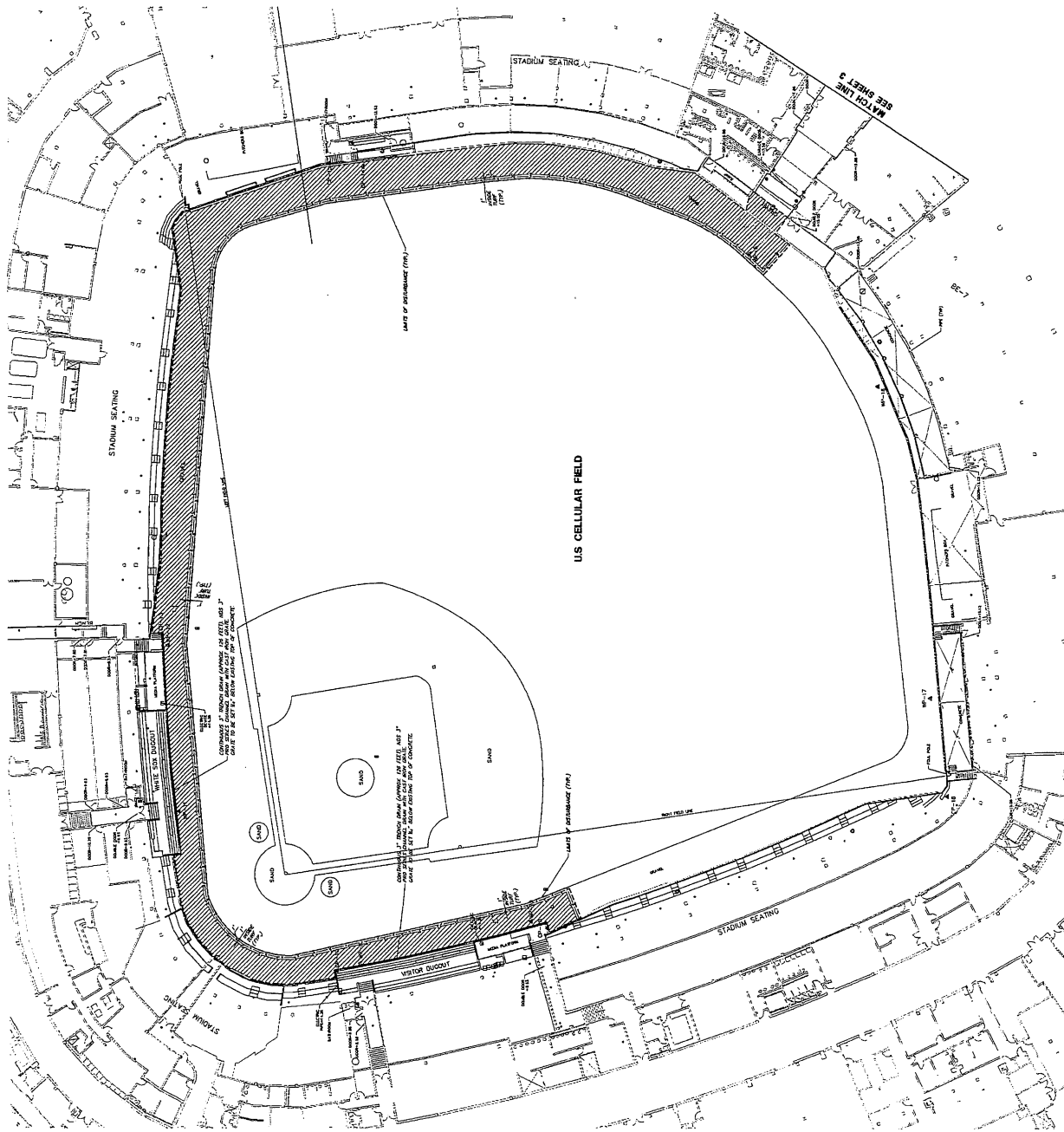
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- REMOVING EXISTING AND REPLACING 96"
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- REMOVING EXISTING AND REPLACING 100"

EXISTING CONDITIONS AND DEMOLITION PLAN - PARKING LOT

STADIUM DRAINAGE RENOVATION
U.S. CELLULAR FIELD FOR ILLINOIS SPORTS FACILITY AUTHORITY
333 WEST 35TH STREET, CITY OF CHICAGO, ILLINOIS

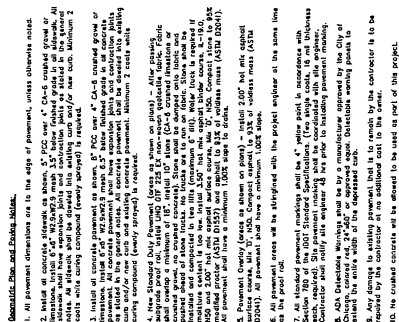
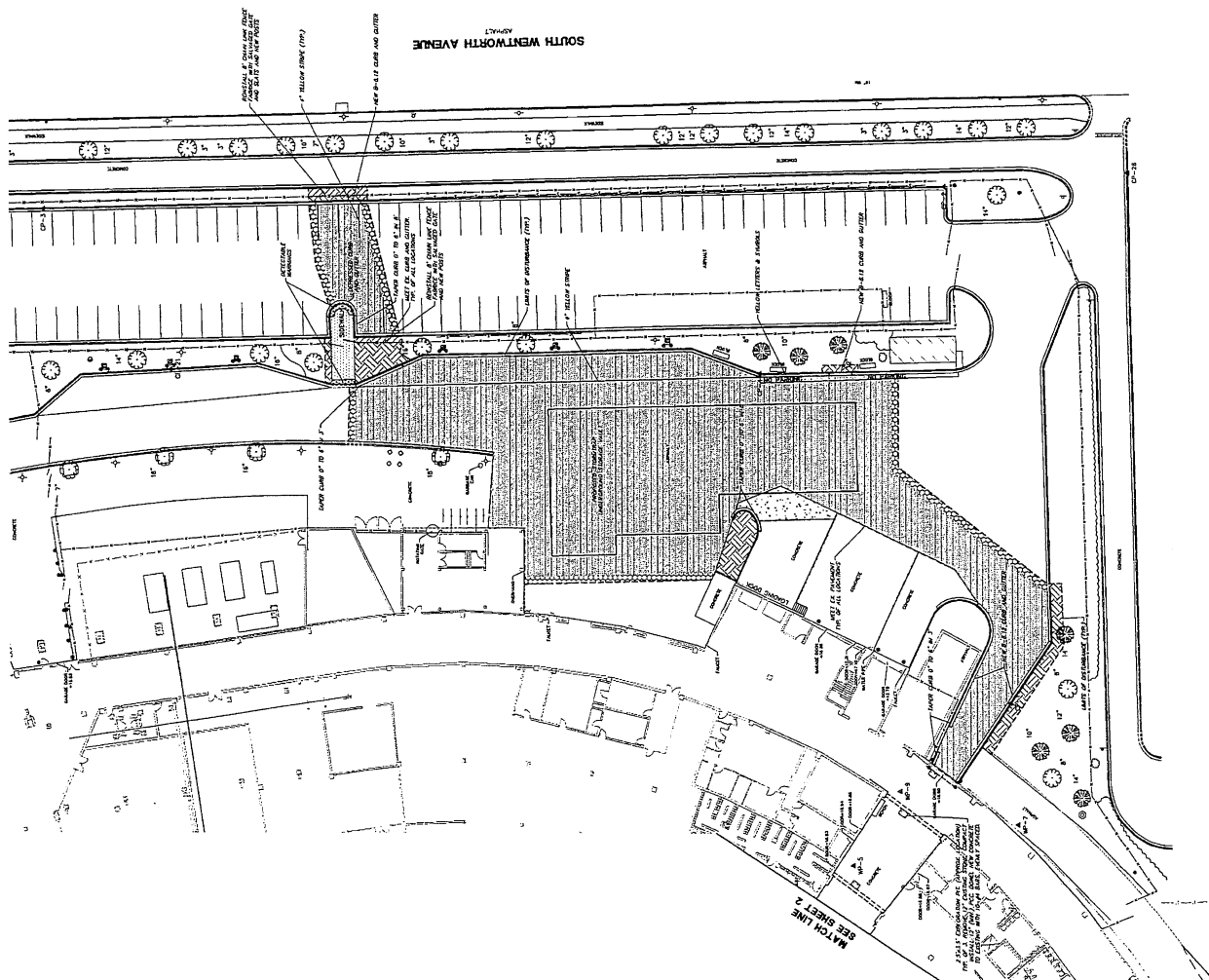
CH2M HILL
CH2M HILL ASSOCIATES, INC.
8500 South Lake Shore Drive, Suite 1000
Chicago, IL 60647
TEL: 312.763.2000 • FAX: 312.763.2001

PROJECT NO. 03-001
DATE 11/18/03
SCALE 1"=50'
SHEET NUMBER 3
OF 12 SHEETS

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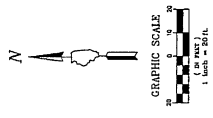
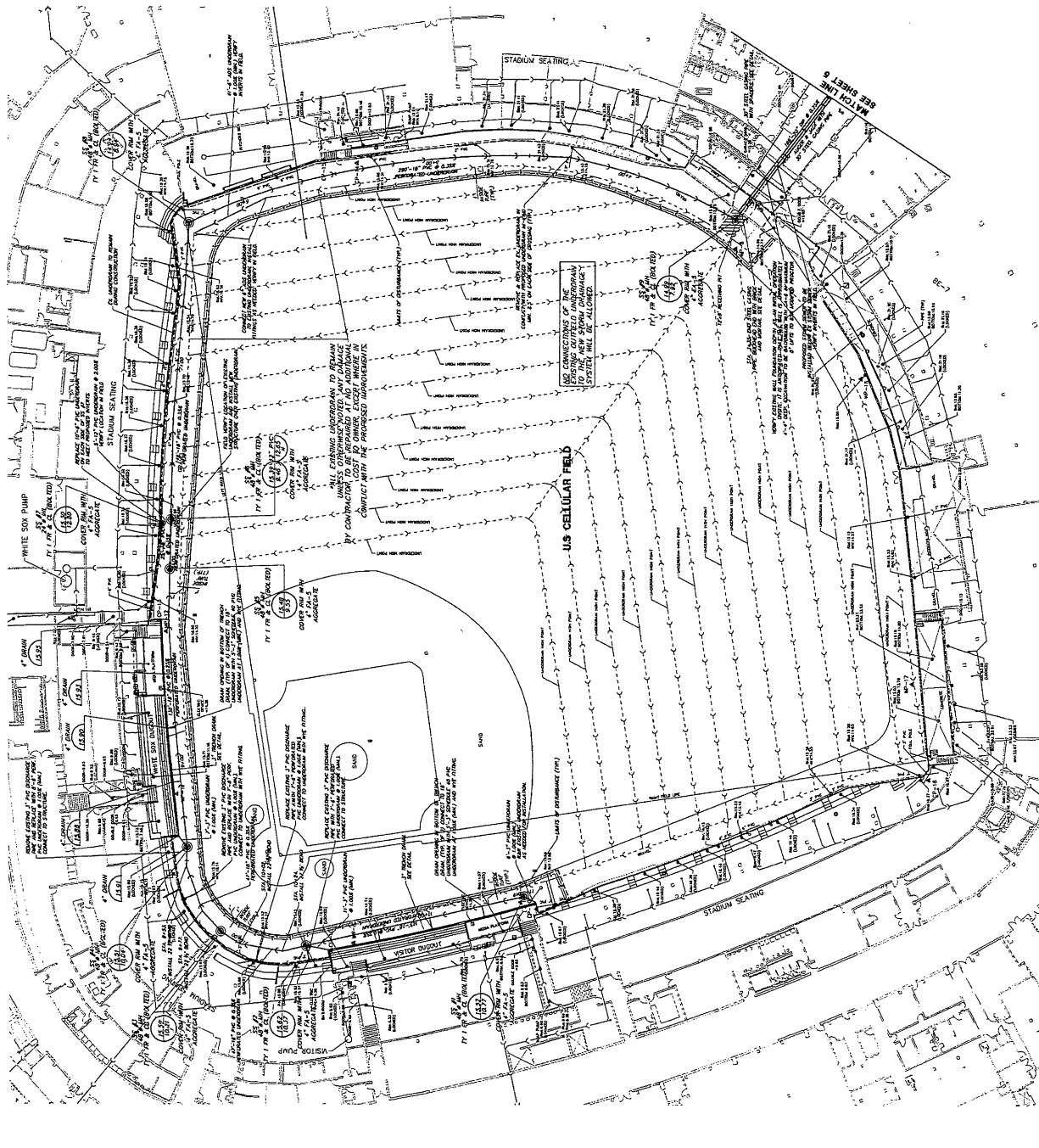
 GEORGE HAMMOND ASSOCIATES, INC. 850 River Edge Plaza • Muncie, IN 47304 Phone: 317-285-2700 • Fax: 317-285-2701	THE CITY OF CHICAGO 333 WEST 35TH STREET, CHICAGO, ILLINOIS 60605 U.S. CELLULAR FIELD FOR ILLINOIS SPORTS FACILITY AUTHORITY STADIUM DRAINAGE RENOVATION GEOMETRIC AND PAVING PLAN - FIELD	CONTRACT NO. 1710-0000-PR-1414		SHEET NUMBER	
		DATE: 11/29/13 DRAWN BY: DJ CHECKED BY: US DATE: 11/29/13		4 OF 12 SHEETS	

[illegible]

GHA GEWALT HAMILTON
ASSOCIATES, INC.
3550 Forest Edge Drive • Vernon Hills, IL 60061
TEL 347.478.9700 • FAX 847.478.9701

GEOMETRIC AND PAVING PLAN - PARKING LOT

[illegible]



- GENERAL NOTES:**
1. Refer to the General Notes and Specifications for the Stadium Drainage Renovation for more detailed information regarding utility information.
 2. Please refer to general notes and details for more detailed information regarding utility information.
 3. All existing underground utilities shall be maintained in place and protected. Any changes to be made by the contractor shall be shown on the proposed underground plan. No changes to be made to the existing underground system. No changes to be made to the existing underground system.
 4. Open up all manholes at the close of work each day. Stormwater retention to be maintained.
 5. Existing underground is to be maintained by ASES. Any repairs or alterations shall be made with ASES pipe and installed in similar manner as existing underground.
 6. All existing underground utilities shall be maintained in place and protected. Any changes to be made by the contractor shall be shown on the proposed underground plan. No changes to be made to the existing underground system. No changes to be made to the existing underground system.
 7. All existing underground utilities shall be maintained in place and protected. Any changes to be made by the contractor shall be shown on the proposed underground plan. No changes to be made to the existing underground system. No changes to be made to the existing underground system.
 8. Contractor shall submit shop drawings for the HDS track drive, utility and gas main to the architect for review and approval prior to building.
 9. "Stormwater Vault, Concrete" for item shall include all items, materials and equipment necessary to construct a vault and install and maintain the vault. The vault shall be constructed in accordance with the specifications. The proposed permanent drainage system shall be installed in accordance with the specifications.
 10. All pipe shall be installed with compacted C-8 aggregate, compacted to 95% minimum. All pipe shall be installed with compacted C-8 aggregate, compacted to 95% minimum. All pipe shall be installed with compacted C-8 aggregate, compacted to 95% minimum.
 11. Verify existing utility locations and depths prior to completing any work. Item 89 shall be installed in accordance with the specifications. The contractor shall maintain the existing underground system in place and protected. Any changes to be made by the contractor shall be shown on the proposed underground plan. No changes to be made to the existing underground system. No changes to be made to the existing underground system.
 12. Utility vaulted underdrains shown herein, based on plan by Specialist, Inc. dated May 10, 1996. Existing piping under stadium seating based on plans provided by owner. The contractor shall maintain the existing underground system in place and protected. Any changes to be made by the contractor shall be shown on the proposed underground plan. No changes to be made to the existing underground system. No changes to be made to the existing underground system.
 13. All stormwater vaults shall be installed within the site zone to have separation from existing underground utilities. The contractor shall maintain the existing underground system in place and protected. Any changes to be made by the contractor shall be shown on the proposed underground plan. No changes to be made to the existing underground system. No changes to be made to the existing underground system.
 14. All stormwater vaults shall be installed within the site zone to have separation from existing underground utilities. The contractor shall maintain the existing underground system in place and protected. Any changes to be made by the contractor shall be shown on the proposed underground plan. No changes to be made to the existing underground system. No changes to be made to the existing underground system.
 15. Any damage done to existing drainage structures and storm water to be repaired by the contractor at the contractor's expense, except where it is caused by the contractor's negligence. The contractor shall maintain the existing underground system in place and protected. Any changes to be made by the contractor shall be shown on the proposed underground plan. No changes to be made to the existing underground system. No changes to be made to the existing underground system.
 16. All pipes to be installed to pre-construction conditions, within 100' of existing drainage main.

GEHA
GEHA
8500 E. 44th Ave., Suite 100, Chicago, IL 60641
TEL 847.718.2700 • FAX 847.718.2701

GRADING AND UTILITY PLAN - FIELD
STADIUM DRAINAGE RENOVATION
U.S. CELLULAR FIELD FOR ILLINOIS SPORTS FACILITY AUTHORITY
333 WEST 36TH STREET, CITY OF CHICAGO, ILLINOIS

6
OF 12 SHEETS

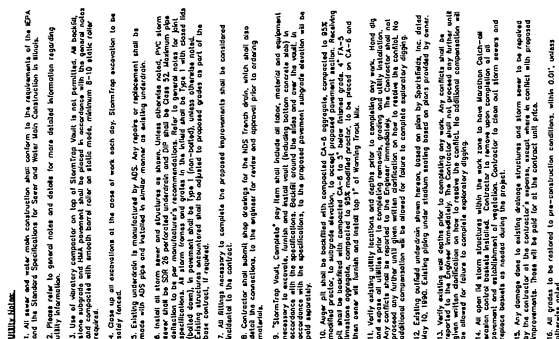
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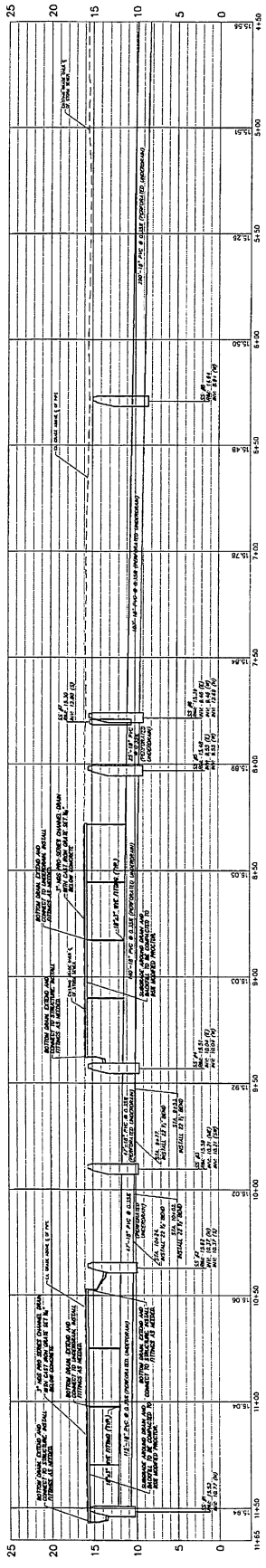
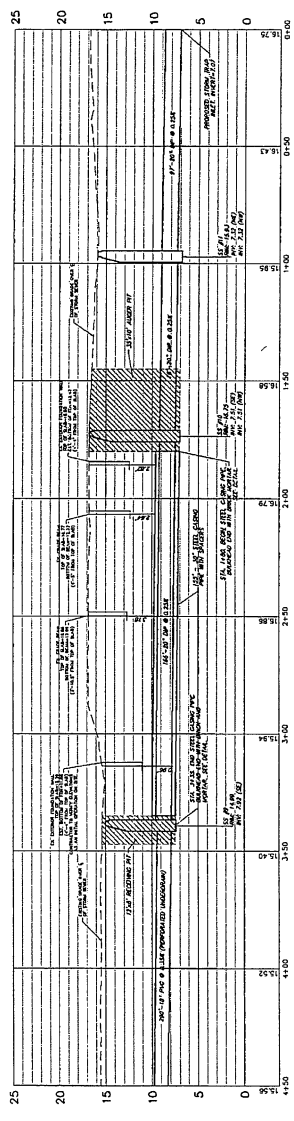
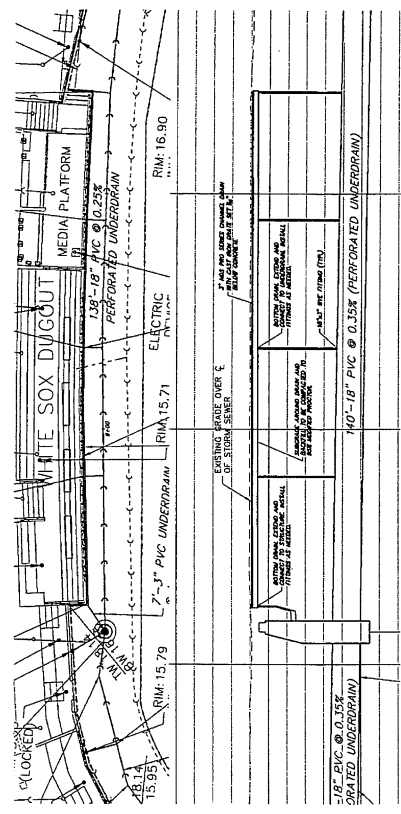
FILED 1/25/2000 - 10:00 AM

PROJECT NO. 00-00000000

DATE 11/19/93

SCALE 1"=30'





TRENCH DRAIN DETAIL