

MASTER PURCHASE AGREEMENT (THE 'AGREEMENT')

This Agreement is entered into between **Synamedia Vividtec Holdings, Inc.** with offices located at offices at 1715 North Brown Road, Building B, Suite 200, Lawrenceville, Georgia, 300435030 Sugarloaf Parkway, Lawrenceville, GA 30092, USA ("**Synamedia**"), and []having a principal place of business at [] ("**Customer**"), and is entered into as of the date of last signature below (the "**Effective Date**").

The following exhibits are incorporated into this Agreement:

1. 0: Territory
2. 0: Services Terms and Conditions
3. 0: Customer Affiliate List
4. Exhibit D: Implementation Contract

The parties have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below are on the date of signature authorized to execute this Agreement.

**Synamedia Vividtec Holdings,
Inc.**

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

MASTER PURCHASE AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **Affiliate**, with respect to Customer, is any corporation, firm, partnership or other entity listed on 0 to this Agreement (Affiliate List as of the Effective Date, indicative only as to be updated from time to time) that directly or indirectly controls, or is controlled by, or is under common control with Customer ("Affiliate of Customer"). **Affiliate**, with respect to Synamedia, is any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Synamedia.
- 1.2. **Customer** is Customer or any Affiliate of Customer having passed Synamedia's credit worthiness check and having signed the Implementation Contract pursuant to this Agreement.
- 1.3. **Documentation** is user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials and other information relating to Products or Services offered by Synamedia, whether distributed in print, electronic, CD-ROM or video format.
- 1.4. **End User License Agreement (or EULA)** is the agreement setting forth the terms upon which Synamedia grant a license for the Software, which can be found at www.Synamedia.com/vividtec-end-user-license-agreement.
- 1.5. **Hardware** is the tangible Synamedia product acquired by Customer from Synamedia and listed in one of the categories on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
- 1.6. **Implementation Contract (or "IC")** is the agreement that shall be entered into between Synamedia and Affiliate of Customer prior to the submission of the first Purchase Order by such Affiliate of Customer, as described in Section 7.1 of this Agreement. A model of this Implementation Contract is attached in Exhibit D.
- 1.7. **Price List** is the price list(s) published at Synamedia.com applicable to the relevant Synamedia entity to which each Purchase Order is issued by Customer.
- 1.8. **Products** are, individually or collectively as appropriate, Hardware, Software and Documentation listed in one of the categories on the then-current Price List.
- 1.9. **Purchase Order** is a written or electronic order issued by Customer or by an Affiliate of Customer to Synamedia for Products or Services to be purchased, licensed or provided under this Agreement or under the respective applicable Implementation Contract.
- 1.10. **RMA** is a Return Material Authorization.
- 1.11. **Services** are any maintenance or technical support of Products and any other services purchased under the Video Services Supplemental Terms and Conditions, incorporated herein by reference into Exhibit B, and performed or to be performed by Synamedia.
- 1.12. **Software** is the machine readable (object code) version of the computer programs listed from time to time in one of the categories on the Price List or provided with the Hardware and made available by Synamedia for license to Customer including firmware, and any copies made, bug fixes for, updates to, or upgrades thereof. Software does not include any computer programs listed on the Price List in the name of a third party.

- 1.13. **SOW** is a Statement of Work which describes the Services to be performed by Synamedia, if any.
- 1.14. **Synamedia.com** is Synamedia's suite of on-line services and information at <http://www.Synamedia.com>
- 1.15. **Territory** is the country in which Customer's principal place of business is located or, if authorized by Synamedia, the location at which Products or Services are being delivered or performed, as listed in Exhibit A.
- 1.16. **Third Party Products** are products manufactured, licensed or provided by a third party which may be supplied, fitted, or incorporated into or function with the Products.

2. **SCOPE**

- 2.1. This Agreement sets forth the terms and conditions for Customer's purchase of Products and Services solely for its internal business use within the Territory. Customer hereby certifies that it is acquiring and intends to use the Products solely for the purposes set forth in this Section 2.
- 2.2. Customer shall not resell or otherwise transfer title to any Product nor transfer any Software license to any third party, or to any United States Federal, state, or local entity.

3. **PRICES**

- 3.1. Prices for Products and Services shall be those specified in Synamedia's then current Price List, less any applicable discount granted by Synamedia at the time of acceptance of the Purchase Order by Synamedia, or in accordance with an applicable, valid written price quotation, if any, submitted by Synamedia to Customer for such Products or Services.
- 3.2. All prices are exclusive of any freight, handling and shipping insurance charges, taxes, fees and duties or other similar amounts, however designated, including without limitation value added, sales and withholding taxes which are levied or based upon the prices, charges or upon this Agreement or applicable Implementation Contract. Customer shall pay any taxes related to Products and Services provided pursuant to this Agreement or applicable Implementation Contract (except for taxes based on Synamedia's revenue income) or shall present an exemption certificate acceptable to all relevant taxing authorities. Applicable taxes shall, to the extent practical, be billed as a separate item on the invoice. Synamedia reserves the right to increase any price or fee in the event a withholding prevents Synamedia from receiving the price specified above.

4. **ORDERS**

- 4.1. Customer shall purchase or license Products or Services by issuing a Purchase Order, signed, if requested by Synamedia, or (in the case of electronic transmission) sent by its authorized representative, indicating specific Products and Services, Synamedia Product numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, contract reference, and identity of the End User for each Product and Service. No contingency contained on any Purchase Order shall be binding upon Synamedia. The terms of this Agreement or applicable Implementation Contract shall apply, regardless of any additional or conflicting terms on any Purchase Order or other correspondence or documentation

submitted by Customer to Synamedia, and any such additional or conflicting terms are deemed rejected by Synamedia.

- 4.2. Purchase Order may be placed with a Synamedia's Affiliate as indicated by Synamedia provided however, for the purposes of Customer's rights and Synamedia's obligations and liabilities under this Agreement, the Synamedia Affiliate which accepts each Purchase Order from Customer shall be the applicable entity and this Agreement shall be construed, for such purposes, as if entered into by Customer and such Affiliate only. Further, Synamedia has the right to assign the Purchase Order to a Synamedia Affiliate and may require Customer to accept the terms of the Agreement with the applicable Synamedia Affiliate if such entity is not a party to the Agreement.
- 4.3. Synamedia and Cisco Systems, Inc. (hereafter referred to as "Cisco" and includes Cisco affiliates) have agreed on a transition services agreement under which Cisco will continue to operate certain aspects of Synamedia's business for a transitional period (the "Transition Period"). Accordingly, and without limiting the foregoing, Customer acknowledges and agrees that Cisco may continue to distribute the Products and Services to Customer for the benefit of Synamedia during the Transition Period. These services may include the processing, fulfillment, and invoicing of orders, which shall be transacted based upon the terms of the agreement between Customer and Cisco except that the applicable pricing and discounts shall be pursuant to this Agreement.
- 4.4. Synamedia shall use commercially reasonable efforts to provide order acknowledgement information within five (5) business days for all Purchase Orders placed on Synamedia.com or within ten (10) business days of receipt for Purchase Orders placed by any other method. Upon and subject to credit approval by Synamedia following Synamedia's receipt of any Purchase Order, Synamedia will review and accept or decline all Purchase Orders for the Synamedia entity that will supply the Products or Services, and no other person is authorized to accept Purchase Orders on behalf of Synamedia.
- 4.5. Cancelled Purchase Orders, rescheduled shipments or Product configuration changes requested by Customer less than thirty (30) days before the original scheduled shipping date shall be subject to (a) acceptance by Synamedia, and (b) a charge of fifteen percent (15%) of the total affected invoice amount. Synamedia reserves the right to reschedule shipment in cases of configuration changes requested by Customer within ten (10) days of scheduled shipment.

5. **SHIPPING AND DELIVERY**

- 5.1. Products will be shipped and delivered Ex Works (Incoterms 2010) to a carrier nominated by Customer and approved by Synamedia.
- 5.2. Scheduled shipping dates will be assigned by Synamedia as close as practicable to Customer's requested date based on Synamedia's then-current lead times for the Products. Synamedia will communicate scheduled shipping dates in the order acknowledgement
- 5.3. Where Customer places orders on any Synamedia Affiliate other than Synamedia, Customer shall pay invoices issued by such entity with respect to such orders and the delivery terms agreed with such entity shall apply.
- 5.4. Customer shall assume responsibility for compliance with applicable export laws and regulations, including the preparation and filing of shipping documentation necessary for export clearance. This also applies in cases where Customer requests in its Purchase Order delivery of Products to Customer's forwarding agent or another representative in the country

of shipment. Customer agrees not to use any export licenses owned by Synamedia or any of its Affiliates.

- 5.5. Except in accordance with the applicable shipping terms set forth in this Agreement or applicable Implementation Contract, Synamedia shall not have any liability in connection with shipment, nor shall the carrier be deemed to be an agent of Synamedia. Synamedia shall not be liable for any loss, damage, or penalty for delay in delivery or for failure to give notice of any delay.
- 5.6. All sales are final. Except as provided in Synamedia's warranty statements, Synamedia does not accept returns unless (i) Synamedia shipped a product other than as specified in the Purchase Order, (ii) such Product is unopened, and (iii) the Product is returned in accordance with Synamedia's then current RMA policy and procedures.

6. **PAYMENT**

Upon and subject to credit approval by Synamedia, payment terms for Products shall be thirty (30) days from shipping date and payment for Services shall be thirty (30) days from the invoice date. Fees for Services, other than those for which a statement of work is required, shall be invoiced in advance of delivery of Services. The timing of invoices for Services provided pursuant to a statement of work shall be set forth in the respective statement of work. All payments shall be made in the currency of the Price List applicable to the Purchase Order. If at any time Customer is delinquent in the payment of any invoice, or is otherwise in breach of this Agreement or applicable Implementation Contract as the case may be, Synamedia may, after having sent to the Customer a concerned notification and having discussed this explicitly with Customer, in its discretion, and without prejudice to its other rights, withhold shipment (including partial shipments) and performance of Services of any Purchase Order issued by Customer, require Customer to prepay for further shipments, and/or withhold the provision of Services, until complete payment has been received. Any sum not paid by Customer when due shall bear interest from the due date to the date of payment, such interest to run day to day and after as well as before any judgment at a rate of (i) ten per cent per annum or (ii) the maximum rate permitted by law, whichever is less. Where permitted under applicable law, Customer grants Synamedia a security interest in Products to secure payment for such Products and shall execute financing statements to perfect this security interest, if requested.

7. **CUSTOMER, AFFILIATES OF CUSTOMER**

- 7.1. Affiliates of Customer listed on 0 may purchase Products and Services from Synamedia under this Agreement after having signed an Implementation Contract with Synamedia permitting such Affiliate of Customer to purchase under the terms of this Agreement.
- 7.2. In order to purchase under this Agreement, any Affiliate of Customer will first conclude an Implementation Contract and then place Purchase Order(s).
- 7.3. Any breach by Customer or by an Affiliate of Customer of (i) this Agreement, (ii) an Implementation Contract or (iii) any other agreement with Synamedia or a Synamedia Affiliate, shall entitle Synamedia to terminate this Agreement and all other agreements related to this Agreement (including any Implementation Contract) with Customer or Affiliate in accordance with Section 13 (Term and Termination).
- 7.4. The limit of liability set forth in this Agreement shall be deemed per Customer.

8. PROPRIETARY RIGHTS AND SOFTWARE LICENSING

- 8.1. Customer's use of Software is governed by the terms contained in the EULA as defined herein. For purposes of this Agreement or applicable Implementation Contract, all references to "**Customer**" or "**You**" therein shall refer to Customer.
- 8.2. Customer shall notify Synamedia promptly of any breach or suspected breach of the EULA and further agrees that it will at Synamedia's request, assist Synamedia in efforts to preserve Synamedia's intellectual property rights including pursuing an action against any breaching third parties.

For the purpose of this clause, "assist" will mean Customer will, amongst others, give any information on how Customer has licensed/sublicensed the Software" and enforce its respective agreements with its customers.

9. LIMITED WARRANTY

9.1. 90-Day Limited Software Warranty

Synamedia warrants that the Software will substantially conform to the applicable Documentation for ninety (90) days following the date the Software is made available to Customer. This warranty does not apply if the Software, Synamedia Product or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by Synamedia or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Synamedia, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which Synamedia does not receive a payment of a purchase price or license fee. Synamedia will use commercially reasonable efforts to deliver to Customer Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or data.

At Synamedia's option and expense, Synamedia shall repair, replace, or refund the license fees paid for the non-conforming Software as exclusive remedy under the warranty. This remedy is conditioned on Customer reporting the non-conformance in writing within the warranty period. Customer may be asked to return the Software, the Product, and/or Documentation as a condition of this remedy.

Except as expressly set forth above, Synamedia and its licensors provide Software "as is" and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. Synamedia does not warrant that the Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Synamedia does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

9.2. 1 Year Limited Hardware Warranty

Synamedia warrants that commencing from the date of shipment to Customer (and in case of resale by a Synamedia reseller, commencing not more than thirty (30) days after original shipment by Synamedia), and continuing for one (1) year, the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Hardware by Synamedia is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Hardware.

Customer's sole and exclusive remedy and the entire liability of Synamedia and its suppliers under this limited warranty will be, at Synamedia's sole option, shipment of a replacement Hardware within the warranty period and according to the replacement process described in the warranty card (if any), or if no warranty card, a refund of the purchase price if the Hardware is returned to Synamedia, freight and insurance prepaid. Synamedia replacement parts used in Hardware replacement may be new or equivalent to new. Synamedia's obligations hereunder are conditioned upon the return of affected Hardware in accordance with Synamedia's then-current Return Material Authorization (RMA) procedures.

Restrictions. This limited warranty does not apply if the Hardware (a) has been altered, except by Synamedia or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Synamedia, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident.

- 9.3 **Services.** All Services provided hereunder shall be performed in a workmanlike manner. Customer shall notify Synamedia promptly of any claimed breach of this Services warranty. Customer's sole and exclusive remedy for any breach of warranty shall be, at Synamedia's option, re-performance of the Services or return of the portion of the fees paid to Synamedia by Customer for such non-conforming Services.

Restrictions. The limited warranties referenced in this Section 9 do not apply if the Product (a) has been altered, except by Synamedia, (b) has not been installed, operated, repaired, used or maintained in accordance with instructions made available by Synamedia, (c) has been subjected to abnormal or unusual physical or electrical stress or environmental conditions, misused, or negligently handled or operated; (d) is acquired by Customer for beta, evaluation, testing, demonstration purposes or other circumstances for which Synamedia does not receive a payment of a purchase price or license fee. The limited warranties referenced in this Section 9 also do not apply to any software or hardware that may be offered for sale on the Price List in the name of a third party.

- 9.4 **Disclaimer of Warranty.** Except as expressly provided in this Section 9, Synamedia hereby disclaims and Customer waives all representations, warranties, conditions or other terms (whether express, implied, or statutory), including, without limitation, any warranty, condition, or term (a) of merchantability, fitness for a particular purpose, reasonable care and skill, noninfringement, satisfactory quality, accuracy, or system integration, or (b) arising from any course of dealing, course of performance, or usage in the industry. To the extent permitted by law, if a warranty, condition or term cannot be disclaimed, such warranty, condition or term shall be limited in duration to the applicable express warranty period.

10. **TRADEMARK USAGE**

Customer may request Synamedia's written consent to use the name, logo, trademarks, and other marks of Synamedia (collectively, the "**Marks**") for any proper purpose.

Synamedia may request Customer or one of its Affiliates' written consent to use the name, logo, trademarks, and other marks of Customer or one of its Affiliates for any proper purpose.

11. **CONFIDENTIAL INFORMATION**

- 11.1. "**Confidential Information**" means all information of a confidential nature whether conveyed orally, in writing, in machine readable form or otherwise which relates to a party's business, products, developments, trade secrets, know-how, personnel, Synamedia's and Customers, designated as "confidential" or "proprietary" or equivalent by the disclosing

party at the time of disclosure by means of a permanent stamp or label; and if disclosed verbally or visually, shall be identified as confidential prior to disclosure and shall be identified in a written summary within 20 Business Days after such disclosure, together will all information derived from the above and the existence and the terms of this Agreement or applicable Implementation Contract.

11.2. Confidential Information shall be treated as proprietary and confidential to the party imparting the same. The recipient of the Confidential Information agrees that during the term of this Agreement or applicable Implementation Contract and for a period of five (5) years after termination of this Agreement or applicable Implementation Contract it will use at least the same degree of care that it affords its own Confidential Information, but no less than a reasonable degree of care, to prevent unauthorized disclosure of Confidential Information received from the other party; and it will not distribute, disclose, or disseminate the Confidential Information, or any part thereof, to any third party except:

- (i) With the prior written consent of the other party;
- (ii) to the extent necessary to comply with any law or the valid order of a court or tribunal of competent jurisdiction or the rule, regulation or direction of any governmental or other regulatory authority or agency in which event the relevant party shall so notify the other as promptly as reasonably practicable (and if possible prior to making any disclosure) and shall use its reasonable endeavors to seek confidential treatment of such information;
- (iii) to its auditors, legal advisers and other professional advisers and approved sub-contractors provided that it uses its reasonable endeavors to procure that such persons maintain such confidentiality; and
- (iv) in order to enforce its rights under this Agreement or applicable Implementation Contract.

11.3. The provisions of Section 11.2 shall not apply to:

- (i) any information in the public domain otherwise than by breach of this Agreement or applicable Implementation Contract;
- (ii) information obtained from a third party who is free to divulge the same;
- (iii) that was already known to the receiving party prior to disclosure under this Agreement or applicable Implementation Contract and was not previously acquired by the receiving party from the disclosing party under an obligation of confidentiality or non-use towards the disclosing party;
- (iv) information that can be shown by documentary evidence to have been created by one party to this Agreement or applicable Implementation Contract independently from work under this Agreement or applicable Implementation Contract.

11.4. The provisions of this Section 11 shall continue in perpetuity.

12. **INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

12.1. Synamedia will have the obligation and right to defend, at its sole expenses, any claim, action, suit or proceeding brought against Customer so far as it is based on a claim that any Product (other than Third Party Products) supplied under this Agreement or applicable Implementation Contract infringes Third Party IPR (as defined below) ("IPR Claim").

Synamedia shall have no liability for IPR Claims pertaining to Third Party Products and Customer shall look solely to the applicable manufacturer and/or licensor in the event of such IPR Claims and Synamedia will pass through, to the extent permitted, the manufacturer's and/or licensor's indemnification for such IPR Claims. Synamedia will indemnify Customer against any enforceable judgment entered in respect of such an IPR Claim by a court of competent jurisdiction and against any settlements arising out of such an IPR Claim. Synamedia's obligations to defend the IPR Claim and indemnify Customer are conditional upon:

- (i) Customer notifying Synamedia promptly in writing of the IPR Claim;
- (ii) Customer giving Synamedia full and exclusive authority to conduct the defense and settlement of the IPR Claim and any subsequent appeal; and
- (iii) Customer giving Synamedia all information and assistance reasonably requested by Synamedia in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal.

12.2. Third Party IPR means (i) a claim that a Product is manufactured by means of misappropriation of a third party's trade secret, or (ii) a claim that a Product infringes a third party patent or copyright and a registered trademark or service mark or registered design or trade dress or mask work ("Third Party IPR").

12.3. If an IPR Claim has been made, Synamedia shall have the right, at its option and expense, to: (a) procure the right for Customer to continue using the Product; (b) replace or modify the Product, provided that the replaced or the modified Product has at least the same functionalities, so that there is no longer an infringement. If Synamedia reasonably determines that neither of these two options is practicable (including, without limitation, for technical and/or economic reasons) Synamedia shall have the right to immediately terminate Synamedia and Customer respective rights and obligations under this Agreement or applicable Implementation Contract with regard to the Product, in which case Customer will return the affected Products to Synamedia and Synamedia will refund to the price originally paid by Customer to Synamedia for the Product, as depreciated or amortized by an equal monthly amount, pro rated on a straight line basis over thirty-six (36) months from the date of original shipment..

12.4. Notwithstanding the foregoing, Synamedia has no liability for, any IPR Claim arising from or occurring as a result of:

- (i) The combination, operation, or use of the Product supplied under this Agreement or applicable Implementation Contract with any other item, product, device, or software not supplied by Synamedia under this Agreement or applicable Implementation Contract;
- (ii) The amount or duration of use that Customer makes of the Product, revenue earned by Customer from services it provides that use the

Product, or services offered by Customer to external or internal customers;

- (iii) The alteration or modification of any Product supplied under this Agreement or applicable Implementation Contract;
- (iv) Synamedia's compliance with Customer's specific designs, modifications, specifications or instructions and any industry standards or government requirements.

In addition Synamedia shall not be liable for royalties payable or damages awarded if the Products are being used – directly or indirectly – to make e.g. infringing copies and/or recording of a program, video, audio or data.

- 12.5. This Section 12 states the entire obligation of Synamedia in respect of any infringement or alleged infringement of any intellectual property rights or proprietary rights. To the extent permitted by law, this indemnity obligation and remedy are given to Customer solely for its benefit and in lieu of, and Synamedia disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any Product.
- 12.6. The express obligations of Synamedia and of Customer set out in this Section 12 will not be subject to the limitation of liability of Section 18.1 and shall not be subject to the waiver of consequential damages set out in Section 18.2. In addition, the limitation of liability of Section 18.1 and the waiver of consequential damages set out in Section 18.2 will also not be applicable if Customer is responsible for a Third Party IPR claim (e.g. concerning its logo, its trademarks, any licenses related with the Product Customer committed to acquire, ...).
- 12.7. Customer shall indemnify, defend and hold Synamedia harmless without limitation from all damages incurred by Synamedia as a result of any claim, lawsuit, proceeding or order from a regulatory body based on any:
 - (i) Unauthorized use by Customer of the Product or any portion thereof;
 - (ii) Infringement, actual or alleged, of any intellectual or industrial property right with respect to any video programs and digital services broadcast or broadband by Customer;
 - (iii) Violation by Customer of any laws or regulations.

13. **TERM AND TERMINATION**

13.1. Term.

This Agreement shall commence on the Effective Date and continue thereafter for a period of one year, unless sooner terminated, as set forth below. This Agreement shall be automatically renewed thereafter, for successive one (1) year periods, unless at least forty-five (45) days prior to the date of any such renewal, either party shall have given written notice to the other of its intention that this Agreement not be renewed. This Agreement shall automatically terminate at the end of the annual period during which such notice is given.

13.2. Termination of the Agreement.

- 13.2.1 Either party may terminate this Agreement at any time by providing the other party with at least forty-five (45) days' prior written notice of termination.
- 13.2.2 A party may terminate this Agreement immediately by written notice if (i) the other party ceases or threatens to cease to carry on business as a going concern; or (ii) the other party becomes or is reasonably likely to become subject to voluntary or involuntary proceedings in bankruptcy or liquidation; or (iii) a receiver or similar officer is appointed with respect to the whole or a substantial part of the other party's assets; or (iv) an event similar to any of the foregoing occurs under any applicable law.
- 13.2.3 If a party breaches any of the provisions of this Agreement, the non-breaching party may terminate this Agreement as follows: (a) immediately upon providing written notice to the breaching party if the breach is not capable of being cured, and (b) thirty (30) days after providing written notice to the breaching party if the breaching party fails to cure such breach within such thirty (30) day period.
- 13.2.4 Upon termination of this Agreement, no new Implementation Contract or Purchase Order may be entered into between Synamedia and Affiliate of Customer.
- 13.2.5 Upon termination or expiration of this Agreement or an Implementation Contract due only to 1/ breach by Customer of a material obligation under this Agreement or an Implementation Contract; or 2/ Customer becoming insolvent or entering into composition agreement or similar proceedings under bankruptcy laws or inability to pay its debts or a receiver is appointed with respect to the whole or substantial part of its assets, (a) Synamedia reserves the right to cease all further delivery of Product or Services to this Customer, (b) all outstanding invoices related with this Customer immediately become due and payable by certified or cashier's check, and (c) all rights and licenses of this Customer under this Agreement or under the applicable Implementation Contract, shall terminate, subject to the terms of the last sentence of this paragraph. If Synamedia agrees to complete delivery of any further Products or Services due against any existing Purchase Orders then Customer shall pay for such Products or Services in advance by certified or cashier's check. Except for a termination of this Agreement or Implementation Contract resulting from Customer's breach of Section 8 (Proprietary Rights and Software Licensing), Section 11 (Confidential Information), or Section 16 (Export, Re-Export, Transfer & Use Controls) of this Agreement and corresponding provisions in the respective Implementation Contract, upon termination or expiration of this Agreement or Implementation Contract, Customer may continue to use, in accordance with the terms and conditions of this Agreement or Implementation Contract, Products provided to it by Synamedia prior to the date of termination or expiration.
- 13.2.6 In the event of termination of this Agreement or Implementation Contract for any reason in accordance with Section 13 by Synamedia, Customer shall have no rights, unless expressly agreed (with reference to this Section 13.2.6) in a specific project Addendum to this Agreement, to damages or indemnification of any nature related to such termination, specifically including no rights to damages or indemnification for commercial severance pay, whether by way of loss of future revenues or profits, expenditures for promotion of the Synamedia products, or other commitments in connection with the business and good will of Customer or indemnities for any termination of a business relationship.
- 13.2.7 Upon termination or expiration of this Agreement or Implementation Contract, parties shall immediately return to each other all Confidential Information (including all copies thereof) then in each other's possession, custody or control; provided, that except for a termination resulting from Customer's breach of Section 8 (Proprietary Rights and Software Licensing), Section 11 (Confidential Information), or Section 16

(Export, Re-Export, Transfer & Use Controls) of this Agreement and corresponding provisions in the respective Implementation Contract, Customer may retain a sufficient amount of such Confidential Information and material to operate its installed base of Products.

13.3. Post-Termination

In the event that, following the expiration or termination of this Agreement or an Implementation Contract, Customer or an Affiliate of Customer places Purchase Orders and Synamedia accepts such Purchase Orders, then any such Purchase Orders shall be governed by the terms and conditions of this Agreement or the respective Implementation Contract notwithstanding the earlier expiration or termination of this Agreement or the respective Implementation Contract; provided, however, that acceptance by Synamedia of any such Purchase Order will not be considered to be an extension of the term of this Agreement or the respective Implementation Contract nor a renewal thereof.

14. SERVICES AND DOCUMENTATION

14.1. Services. Customer may place Purchase Orders for the Services subject to the terms of Synamedia's Technical Support Agreement which can be accessed at and is hereby incorporated by reference. Such Services shall be subject to this Agreement, and when applicable to the additional terms and conditions of the statement of work entered into between Customer and Synamedia.

14.2. Documentation. Synamedia hereby grants Customer a fully paid, non-exclusive license to reproduce in its entirety or incorporate sections of Documentation that is delivered with Synamedia Products purchased by Customer. All such reproductions will include the following copyright notice: "These materials have been reproduced for internal use only with the permission of Synamedia Limited. COPYRIGHT © 2019 SYNAMEDIA Limited. ALL RIGHTS RESERVED." This license is granted only for the purposes of operating and maintaining the Products for internal use and does not allow distribution to third parties or resale. Purchaser shall be solely responsible for the accuracy of all of its modifications and any resultant damages from modified Documentation.

15. RECORDS

15.1. Customer shall keep full, true, and accurate records and accounts, in accordance with generally-accepted accounting principles, of each Product and Software license purchased and deployed, including information regarding Software usage and export or transfer. Customer shall make such records available for review by or on behalf of Synamedia upon fifteen (15) days' prior written notice, during regular business hours, at Customer's principal place of business and shall provide Synamedia with reasonable assistance in order to review and secure copies of such records. In the event such review discloses non-compliance with this Agreement or applicable Implementation Contract, Customer shall promptly pay to Synamedia the appropriate license fees, plus the reasonable cost of conducting the review.

15.2. Inventory Review. From time-to-time Synamedia may perform an inventory review of Customer's installed base of Products and review serial numbers and other records (upon reasonable advance notice) to validate Service entitlement. Synamedia will charge an additional Service fee only if it finds that Services are being provided beyond that for which Customer has paid Synamedia. This additional Service fee includes amounts which should have been paid, interest, attorneys' fees, if any, and audit fees. Synamedia requires that Customer take all necessary action (for example, disabling passwords) to ensure that any former employees or contractors do not access or use the Services.

16. **EXPORT, RE-EXPORT, TRANSFER & USE CONTROLS**

Synamedia Products, technology and Services are subject to U.S. and local export control laws and regulations. The parties shall comply with such laws and regulations governing use, export, re-export, and transfer of Products and technology and will obtain all required U.S. and local authorizations, permits or licenses. The export obligations under this clause shall survive the expiration or termination of this Agreement or applicable Implementation Contract.

17. **COMPLIANCE WITH LAWS**

Customer shall obtain all licenses, permits and approvals required by any government or regulatory authority and shall comply with all applicable laws, rules, policies and procedures applicable to Customer's use of the Products. Customer will indemnify and hold harmless Synamedia for any violation or alleged violation of any applicable laws. Customer warrants that it shall not take any action or permit or authorize any action that will render Synamedia liable for a violation of the U.S. Foreign Corrupt Practices Act, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or Synamedia in obtaining or retaining business. Synamedia strives to maintain the highest standards of business integrity.

18. **LIMITATION AND EXCLUSION OF LIABILITY.**

18.1. All liability of Synamedia, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively arising out of the execution of this Agreement, shall not exceed the money paid to Synamedia under this Agreement during the twelve (12) month period prior to the event that first gave rise to such liability. This limitation of liability is cumulative and not per incident. Nothing in this Agreement shall exclude or limit either party's liability for death, bodily or personal injury, fraud or fraudulent misrepresentation where such liability cannot be excluded or limited under applicable law.

18.2. Except for liability arising out of or in connection with Customer's breach of Sections 8 and 11 of the Agreement or amounts due for Products and Services purchased or Software used or transferred with respect to the payment of which no bona fide dispute exists or for the liability as stated in Section 12.4, in no event shall either party, its respective affiliates, officers, directors, employees, agents or customers be liable for any special, incidental, indirect or consequential damages, or lost revenue, lost profits, or lost or damaged data under this Agreement (including Implementation Contracts), whether arising in contract, tort (including negligence), or otherwise, even if such party has been informed of the possibility thereof.

18.3. The above limitation of liability does not apply for matters of public order for which it is impossible to exclude or limit its liability, including for mandatory product liability. Synamedia shall incur product liability only if Customer proves that the product damages are due to failure or neglect on Synamedia's part, and Synamedia does not undertake product liability in so far as third party products are concerned.

19. **GENERAL**

19.1. Choice of Law. The validity, interpretation, and performance of this Agreement or Implementation Contract shall be controlled by and construed under the laws of the State of Georgia, USA and without giving effect to the principles of conflicts of law, and the State and Federal and courts of the State of Georgia shall have exclusive jurisdiction over any claim arising under or in connection with this Agreement or Implementation Contract. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either party may seek interim injunctive relief

in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

19.2. Force Majeure.

20.2.1 If a party (the "Affected Party") is prevented, hindered or delayed from or in performing any of its obligations under this Agreement Implementation Contract by a Force Majeure Event:

(i) the Affected Party's obligations under this Agreement or Implementation Contract are suspended while the Force Majeure Event continues;

(ii) as soon as reasonably possible after the start of the Force Majeure Event the Affected Party shall notify the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement or Implementation Contract;

(iii) the Affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement or applicable Implementation Contract; and

(iv) as soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement or applicable Implementation Contract.

20.2.2 If the Force Majeure Event continues for a period in excess of four (4) months, a party may terminate this Agreement, and/or applicable Implementation Contract and/or the affected Purchase Order (or part thereof) by giving not less than thirty (30) days' written notice to the other party.

20.2.3 In this Agreement or applicable Implementation Contract, "Force Majeure Event" means an event beyond the control of the Affected Party including, without limitation, strike, lock-out, labour dispute, act of God, war, riot, terrorism, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, fire, flood and storm.

19.3. No Waiver. The waiver by either party of any right provided under this or applicable Implementation Contract shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement or applicable Implementation Contract.

19.4. Assignment. Neither this Agreement nor any right or obligation under this Agreement or applicable Implementation Contract shall be assigned by a party without the other's prior written consent, which will not be unreasonably withheld or delayed. Any attempted assignment shall be void and of no effect. Notwithstanding the foregoing, Synamedia may assign this Agreement or applicable Implementation Contract and any right or obligation under it without Customer's approval, to any Affiliate. Notwithstanding any authorized assignment by Customer, Customer shall remain liable for the payment of all amounts due under this Agreement or applicable Implementation Contract.

19.5. Severability. In the event that part of or one or more terms of this Agreement or applicable Implementation Contract becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such part or term shall be null and void and shall be

deemed deleted from this Agreement or applicable Implementation Contract. All remaining terms of this Agreement or applicable Implementation Contract shall remain in full force and effect.

- 19.6. No Agency. This Agreement or applicable Implementation Contract does not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of this Agreement or applicable Implementation Contract. Each party hereto is an independent contractor. Neither party shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 19.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Agreement may be modified only by a written document executed by the parties hereto.
- 19.8. Notices. All notices required or permitted under this Agreement will be in writing and will be deemed given one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications to Customer will be sent to the address set forth on the cover sheet of this Agreement and to Synamedia to One London Road, Staines-upon-Thames, Middlesex, TW18 4EX, United Kingdom (and notices to Synamedia shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from customer, to the address to which the last invoice under this Agreement was sent before notice is served. Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Synamedia.com or by e-mail or fax.
- 19.9. Intentionally left blank
- 19.10. Survival. The following sections shall survive the expiration or earlier termination of this Agreement: Sections 2 (Scope), 6 (Payment), 8 (Proprietary Rights and Software Licensing), 9 (Limited Warranty), 11 (Confidential Information), 12 (Patent and Copyright Infringement Indemnification), 13 (Term and Termination), 15 (Records and Audit), 16 (Export, Re-Export, Transfer and Use Controls), 18 (Limitation and Exclusion of Liability), 19 (General), and the license to use the Software set out in EULA (subject to the termination provisions set forth in the EULA).
- 19.11. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. A validly executed counterpart that is delivered by one party to the other via electronic transmission (a "**Counterpart Image**") shall be valid and binding to the same extent as one delivered physically, provided that the valid signature is clearly visible in the Counterpart Image. In the event that a party delivers a Counterpart Image in place of an originally-executed counterpart, such party shall retain the originally-executed counterpart in its files for at least the duration of the Term hereof.
- 19.12. Headings. Headings of sections have been added solely for convenience of reference and shall not be deemed part of this Agreement.
- 19.13. Costs. Except where expressly stated otherwise, each party shall bear all costs and expenses incurred by it under or in connection with this Agreement.

EXHIBIT A

TERRITORY

EXHIBIT B

VIDEO SERVICES SUPPLEMENTAL TERMS AND CONDITIONS

EXHIBIT C

AFFILIATES OF CUSTOMER LIST

Subject to the terms of the Agreement, an entity listed here may purchase Products and Services for so long as such entity is an "Affiliate" as defined in Section 1 (Definitions) of the Agreement

**EXHIBIT D
IMPLEMENTATION CONTRACT**

IMPLEMENTATION CONTRACT TEMPLATE

As of the date of last signature below ("Effective Date") the Affiliate of CUSTOMER ("Affiliate") specified below hereby explicitly agrees to abide by the terms and conditions of that Master Purchase Agreement entered into and effective as of [xxx] between Synamedia Vividtec Holdings Inc., with offices located at offices at 5030 Sugarloaf Parkway, Lawrenceville, GA 30092, USA ("Synamedia") and [], having a principal place of business at [] ("Customer" and/or "CUSTOMER") ("the Agreement").

Definitions used in this Implementation Contract and not otherwise defined herein shall have the meaning ascribed to it in the Agreement.

Affiliate acknowledges that upon Synamedia's and Affiliate's execution of this Affiliate Agreement, and for as long as Affiliate is an Affiliate of CUSTOMER within the meaning of the Agreement, Affiliate will have the right to purchase Synamedia Products and Services pursuant to the rights and obligations of the Agreement. Affiliate hereby explicitly accepts the terms and conditions of such Agreement. If Affiliate violates terms and conditions of the Agreement, Synamedia will hold the Affiliate fully liable.

This Implementation Contract shall be effective from its Effective Date until [xxx] ("Term of the Implementation Contract").

Any renewal beyond said Term of the Implementation Contract must be expressly agreed upon by both parties.

Except as otherwise set forth herein, all terms of the Agreement, including its exhibits, attachments and/or appendixes thereto, remain unchanged and in full force and effect.

The parties have caused this Implementation Contract to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below are on the Effective Date of authorized to execute this Implementation Contract.

("Affiliate")
Address: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

SYNAMEDIA VIVIDTEC HOLDINGS INC.
Signature: _____
Print Name: _____
Title: _____
Date: _____