

Addendum to General Terms and Conditions – ReadyCam® Studio

The following terms supplement and modify the General Terms and Conditions as they apply to Company's design, installation, and sale of ReadyCam® equipment and technology for ReadyCam® compact television studios located on Buyer's site(s) operated remotely by Company ("ReadyCam® Studios") and delivery of transmission and maintenance services related thereto.

1. Project Managers; Pre-Installation Conference Call; Site Survey; Change Orders.

- 1.1. Company Project Manager; Buyer Project Manager. If a Site Survey has not already been completed and signed, within five (5) business days of execution of this Agreement, Company will provide Buyer with the contact information for Company's ReadyCam® Project Manager who will serve as the single point of contact between Company and Buyer during the entire installation process. Prior to the Conference Call described in Section 1.2, below, Buyer will provide Company with the contact information of Buyer's Project Manager who will serve as the single point of contact between Company and Buyer and act as project manager on Buyer's behalf during the entire installation process.
- 1.2. Conference Call. If a Site Survey has not already been completed and signed, within ten (10) business days of execution of this Agreement, Company and Buyer personnel (including the Company Project Manager and the Buyer Project Manager) will participate in a Pre-Installation Conference Call (the "Conference Call"), the purpose of which will be (i) to discuss and assess the general location of the ReadyCam® equipment within the Buyer's ReadyCam® Studio(s); (ii) agree upon the timing the Site Survey; and (iii) determine if Buyer personnel need to provide additional measurements and pictures of the location where the ReadyCam® equipment is to be installed.
- 1.3. Site Survey(s). If a Site Survey has not already been completed and signed, following the Conference Call, Company shall prepare the Site Survey, including visits by the Site Survey team to the Site, if applicable, which will include (i) the configuration, design and the precise location of ReadyCam® equipment and transmission equipment at the Site; (ii) if any variations will be needed to the standard ReadyCam® Site Preparation Requirements set forth in Schedule A; and (iii) in general other matters to ensure that the Site will be fully prepared to accept the installation of the ReadyCam® equipment (the "Site Survey"). The ReadyCam® Site Survey team may consist of (i) a Company ReadyCam® Project Manager; (ii) a Company Engineering Technician or both. Buyer agrees to provide Company's Site Survey team reasonable access to the Site to conduct and complete the Site Survey, and to make necessary drawings and photographs of the Site.

2. Site Preparation Requirements – Schedule A

- 2.1. Site Preparation by Buyer. Prior to the installation, Buyer, at its cost and expense, shall have the Site prepared in accordance with Schedule A (and if applicable, any change orders), including without limitation all the construction, electrical wiring, telephone and Internet and any video connections required for the installation.
- 2.2. Signed Schedule A. At least 21 days prior to the proposed installation date, Buyer will deliver to Company a signed copy of a Schedule A (and any change orders, if applicable) signifying that the Site is fully prepared by Buyer for the installation of the ReadyCam® Studio.
- 2.3. Late Site Preparation. If the signed Schedule A (and change order, if applicable) is not timely delivered by Buyer, Company may change the proposed installation date and install the ReadyCam® equipment as Company's schedule permits after the signed Schedule A (and, if applicable, change order) is received by Company from the Buyer.
- 2.4. Incomplete Site Preparation. If the Site is not completely prepared by Buyer at the time of installation as described in Schedule A (and change order, if applicable), any additional labor, travel or other expenses incurred by Company shall be invoiced to Buyer by Company and paid for by Buyer pursuant to Section 7.2 and Section 7.3.

3. Installation

- 3.1. Installation Date. Company will assign an installation date within eight (8) to ten (10) weeks of the date of the completion of the Site Survey and begin installation of the ReadyCam® Studio on such date. Company's obligation to begin installation is contingent upon:

- (a) This Agreement being fully executed and Company's receipt of Buyer's validly issued purchase order if Buyer requires issuance of a purchase order in order to process payment;
 - (b) The Site Survey has been completed;
 - (c) Timely Site preparation by Buyer as described in Section 2 above; and
 - (d) Company's receipt of equipment from manufacturers.
- 3.2. Expedited Installation. If Buyer requires an expedited installation in less than eight (8) weeks, Company will make commercially reasonable efforts to accommodate the Buyer.
- 3.3. Installation. Installations typically take two to three days and Buyer agrees to provide Company's Installation Team (which may consist of (i) a ReadyCam® Installation Manager; and (ii) a Company Engineering Technician) reasonable access to the Site for cable runs and installation of transmission equipment. Buyer agrees to have suitable and sufficient personnel, such as electricians, IT networking technicians, and building maintenance managers, available to Company during the Site Survey and installation. The installation of the ReadyCam® equipment shall be complete upon the successful execution of the Acceptance Testing Procedures listed on Schedule B hereto and at the end of the installation Buyer agrees to sign and deliver to Company a signed Schedule B immediately upon such successful execution of the Acceptance Testing Procedures (the "Final Acceptance"). Buyer's failure to sign Schedule B immediately following the installation without detailing in writing which Acceptance Testing Procedures were not successfully executed shall also be deemed final acceptance.
- 3.4. Union Labor Expenses. In the event that as a result of Buyer's leasehold or other requirements, Company is required to hire union labor, Buyer shall notify in writing Company of such requirements at least 10 days prior to installation and Buyer agrees to be responsible for all additional expenses related to thereto, whether such expenses are identified in advance or not.
4. Initial Training & Additional Training. At the time of completion of the installation, Company will provide initial training of Buyer's staff for the correct on-site utilization of the ReadyCam® Studio. Such training shall not be more than two (2) hours in duration. Additional training services are available upon request and are subject to additional training fees as set forth in the Proposal.
5. Operation for Network Live Shots. Company only shall operate the ReadyCam® Studio for all network live shots such as when TV Networks and stations will request services from a Buyer ReadyCam® Studio. In many of those cases, the requesting third party will pay the operation and transmission fees for the ReadyCam® Studio to Company.
6. Shipping, Taxes and Travel Expenses.
- 6.1. Shipping Costs and Taxes. Buyer is responsible for payment of all shipping costs and applicable sales or other taxes.
- 6.2. Travel Expenses. Buyer agrees to reimburse Company for actual travel expenses plus a ten percent (10%) administrative fee in connection with travel expenses of the Company personnel for the Site Survey, Installation and Additional Training, if any. Mileage and per diem are exempt from the ten percent (10%) administrative fee. Travel Expenses are determined as follows:
- (a) \$.54 per mile for auto travel
 - (b) Coach class airfare/Train/Ferry
 - (c) Taxicabs or rental car
 - (d) Lodging
 - (e) Meals per diem \$75.00 per day/per person
 - (f) Miscellaneous – Excess baggage, tips, gas, tolls, etc.
 - (g) Shipping – Tool kits with insurance

Company reserves the right to increase the travel expenses rates after the one year anniversary of the execution of this Agreement.

6.3. Optional Maintenance Services. If provided in the Proposal, Company shall provide the services as set forth on Schedule C hereto for Buyer's ReadyCam® Studio located at the Site (the "Maintenance Services").

7. Termination Without Cause.

Buyer may terminate the ReadyCam® services and equipment provided hereunder without cause prior to the scheduled installation date by informing Company of such termination in writing at least ten (10) days prior to the scheduled installation date. Upon such termination, Company shall return the payments previously paid by Buyer less an amount equal to the sum of (i) five-thousand dollars (\$5,000.00), (ii) already incurred travel expenses, and (iii) if any equipment has shipped prior to receipt of Buyer's written termination notice, all applicable shipping expenses, including shipping expenses to return the equipment to Company.

8. Limited Warranties; Services Outside Warranty

8.1. Limited Warranties; Other Limitations. For a period of one year after Final Acceptance of the ReadyCam® equipment (the "Warranty Period"), Company will replace at no cost to Buyer, any part or ReadyCam® equipment that is or becomes defective. If Company is required to travel for such a warranty repair, Company will pay all time, travel and shipping costs. Defective ReadyCam® equipment does not include any ReadyCam® equipment damage caused by shipping, improper storage, accident, problems with electrical power, abuse, misuse, neglect, ordinary wear, acts of God, failure to follow directions, improper maintenance performed by non-Company personnel, use not in accordance with product instructions, unauthorized modification or service of the ReadyCam® equipment or damage resulting from the use of the ReadyCam® equipment with hardware, software or other products not provided by or specifically recommended by Company.

8.2. Services Outside Warranty. For repairs and the replacement of ReadyCam® equipment not covered by Company's limited warranties under Section 9.1 of this Agreement or for additional work requested by Buyer or for additional training, Company will provide Buyer with a written price quotation for the costs of said repairs, replacements or additional work at a labor rate of one hundred twenty five dollars (\$125.00) per hour (the "Labor Rate") plus expenses, including but not limited to shipping, travel and replacement equipment. Upon Company's receipt of Buyer's written approval of the price quotation, Company will promptly begin to take steps to repair or replace the Equipment or perform such other work. Invoices and payment terms for such repairs, replacement or work will be as set forth in Section 7.5. Company reserves the right to increase the Labor Rate after the one-year anniversary of this Agreement.

8.3. Rentals. For post-warranty and out of Warranty Repairs and replacements, which have been approved by Buyer but cannot be performed by Company within fifteen (15) days of such Buyer approval due to equipment unavailability or other reasons, Company will offer Buyer comparable equipment for rental ("Rentals") to the extent available until said repairs and replacements can be completed. Company will provide written price quotations of the cost for said Rentals. Upon Company's receipt of Buyer's written approval, Company will deliver and install said rental equipment within ten (10) business days pending the availability of the equipment. The Labor Rate and travel expenses and payment terms as defined in Section 9.2 and 7.3 will be in effect for rental equipment installation.

9. Intellectual Property. Company's processes and procedures for installing and operating ReadyCam® Studios and the software embedded in the ReadyCam® equipment, including Video Enhanced IP software (collectively, the "ReadyCam® Software"), are confidential proprietary intellectual property solely owned by Company or its affiliates. Buyer acknowledges and agrees that all rights to the trademarks "ReadyCam™" and "EnhancedIP™" and all rights to the design, development, operations, ReadyCam® Software and logo of the ReadyCam® Studio and Company remain property of Company or its affiliates; provided, however, portions of the ReadyCam® Software contain open source software, including Linux, licensed under GNU Public Licenses and GNU Lesser General Public Licenses and other open source licenses, and neither Company nor its affiliates own such open source software. Copies of the GNU underlying licenses are available at <http://www.videolinktv.com/2016-copyright/>. Without limiting the generality of the foregoing, Buyer will not, and will cause its employees, agents or other persons or entities to whom it makes the ReadyCam® Studio equipment available not to: (a) de-compile or reverse engineer the ReadyCam Software; (b) modify, publish, transmit, license, sublicense, transfer, sell, distribute, reproduce, create derivative or collective works from, or in any way otherwise exploit the ReadyCam® Software or make the ReadyCam® Software available, in whole or in part; (c) remove from the ReadyCam® Software any copyright notices, disclaimers or other

indicia of ownership or restrictions on use; (d) remove, modify or edit the substance of any information within the ReadyCam® Software; or (e) make any copy of the ReadyCam® Software. Buyer hereby acknowledges that unauthorized disclosure or use of intellectual property owned by Company or its affiliates could cause irreparable harm and significant injury to Company, which may be difficult to ascertain. Accordingly, Buyer agrees that Company shall have the right to seek and obtain immediate injunctive relief from breaches of this Agreement, in addition to any other rights and remedies it may have.

The equipment is the property of the Buyer.

10. Miscellaneous. Any schedules referenced herein and attached hereto shall be deemed part of this addendum. Terms not otherwise defined in this addendum shall have the meaning defined in the General Terms and Conditions. Except as expressly set forth herein, all terms and conditions of the General Terms and Conditions are incorporated into this addendum and are hereby ratified and confirmed. In the event of any conflict between the express terms of this addendum and the General Terms and Conditions, this addendum will control.

Buyer Acceptance of Addendum to General Terms and Conditions

Signed Name

Client

Printed Name

Date

SCHEDULE A

ReadyCam® Site Preparation Requirements

Revised 4/16/18

Prior to the installation, at Customer's expense, Customer must provide the following requirements to accept the installation of the ReadyCam®. :

- Suitable space to accommodate the Equipment rack, in close proximity to the location of the camera.
- Installation of two (2) dedicated telephone lines as follows:
LINE #1: One (1) phone extension (may be analog or digital) with a telephone handset and long distance dialing capability.

LINE #2/OPTION #1/ANALOG: One (1) analog POTS lines or analog extension off of PBX. If this line is an extension it must have the Call Supervision Disconnect feature activated. Please terminate at an RJ11 connection at the ReadyCam rack location. **On this IFB extension all line/call-waiting features must be disabled.**
- LINE #2/OPTION #2/VoIP: One (1) VoIP line. Provided by network access for VoIP, terminated in an RJ45 connector at the ReadyCam rack location. If choosing this option please fill out the accompanying form "ReadyCam VoIP_Checklist_Tesira" and return to VideoLink along with this form. **On this IFB extension all line/call-waiting features must be disabled. *WARNING-VoIP FOR NEW INSTALLS ONLY-NOT MOVES UNLESS A BIAMP UPGRADE IS PURCHASED.***
- All phone lines should have dial-in/dial out and long distance capabilities. **PLEASE DO NOT ENTER ANY "TIME OUT" SETTINGS.**
 - o IFB for talent communication at installations outside the continental USA will be originated as outbound calls, and any charges will be billed directly to the customer by their phone service provider.
- Installation of one (1) 120V 20amp circuit terminated in a quad outlet installed within two feet of where the ReadyCam® equipment rack will be located.
- Installation of dedicated electrical wiring terminated in quad or duplex outlets as specified in the Site Survey report, which shall be flush-mounted, face down in the ceiling in close proximity to the location of the lighting fixtures. If the customer chooses to use the provided On Air light this also needs to be connected to this same wiring. The other end of these wires will terminate in a recessed male plug in the wall at the equipment rack location. This is a NEMA (5-15), two power blades plus one ground blade (two pole, three wire, 120V, 15A). An example is the Midlite "Décor Recessed Power Inlet" P/N 4642-W. This wiring will have power provided to it by a controller in the ReadyCam® equipment rack.
- Installation of 3/8" threaded rods and unistrut for up to six (6) ceiling studio lighting fixtures. Location and quantity as specified during the Site Survey.
- The VideoLink ReadyCam® system is controlled remotely and transmitted via Internet Protocol (IP). All systems require **20Mbps of upload bandwidth** and a **static (unchanging) address** which allows VideoLink to remotely power up, operate, monitor and transmit the ReadyCam® during live shots or testing. This connectivity is solely for the use of the ReadyCam®. A **100Base-T Full-Duplex Ethernet** connection is required, preferably with **Auto-MDIX and auto-negotiation** enabled and **terminating in an RJ45 jack** at the ReadyCam® rack location. A path **MTU greater than 1420** is required for all outbound traffic. For more information contact: Dave Vishniac at 617-340-4194 or David.vishniac@videolinktv.com.

Due to the live nature of the video transmission system, it is imperative that the outbound bandwidth be as pure as possible. There are two options available to provide this connectivity:

Option One: Connect the ReadyCam® system through an existing corporate LAN

If your existing corporate LAN and gateway can spare the bandwidth (must be guaranteed available 24/7), it is possible to utilize a dedicated static IP address on your current gateway for the ReadyCam® to access the internet. The ReadyCam® system:

- Requires many ports and protocols to operate and consists of a hardened Cisco router and Linux computer
- It is best for the ReadyCam® to be patched directly to the gateway, placed in a DMZ, or statically NAT'd to an outside address
- **It is designed to be opened to the public internet. The key is to keep the ReadyCam® away from firewalls wherever possible, due to the plurality of ports, protocols and destinations of traffic, as well as the possible delays introduced by stateful inspection firewalls.**
 - We understand the network security implications of requesting an un-firewalled connection to the internet whilst residing on the same LAN as your corporate network and, while we're confident in the ReadyCam®'s security, we are happy to and would even prefer to be logically segmented from the rest of your corporate network through the use of a VLAN if you so desire.
 - The ReadyCam® system is capable of 802.1Q tagging its traffic to aid in the deployment of a VLAN on your network.
- On large or busy corporate networks, the traffic from the ReadyCam® should, wherever possible, be prioritized over other LAN traffic, both internally and to the gateway, through the use of QOS. This ensures that there will be minimal packet loss within your network.

Option Two: Connect the ReadyCam® through a dedicated internet service provider

If your existing corporate LAN or gateway cannot spare the necessary bandwidth, or if a DMZ is not available, it is usually possible to order a dedicated internet connection with a static IP address for use solely by the ReadyCam®.

- The availability of this option is dictated by the availability of an adequate service at your location.
- **While most business-class best-effort connections can be used, fiber-optic services like Verizon's FiOS are preferred over coax-based "cable" internet services.** As the term "best-effort" suggests, these internet services do not come with an SLA, or guaranteed level of service, to ensure the performance of the connection. While these services usually provide an adequate connection, this type of service requires a longer test period, as we want to be sure the necessary connectivity is provided.
- If a best-effort line of adequate bandwidth isn't available at your location, or if one is installed but fails to provide adequate connectivity, it is usually possible to order an SLA-backed, dedicated ethernet-grade internet connection for use by the ReadyCam®. These connections, while extremely robust, are usually significantly more expensive than a best-effort connection.

If none of the above options are available then your account executive can present alternative transmission options, including dedicated 270Mbps or 1.485Gbps lines, or satellite transmission. These options require additional hardware and connectivity costs.

IF PURCHASING AN ELECTRONIC BACKDROP OPTION, PLEASE ADD:

- Installation of one (1) 120V (15amp) duplex outlet for the backdrop television, location to be determined at the site survey.
- Installation of two IR cables and one CAT5E or CAT6 Ethernet cable, terminated in RJ45 connectors, from the ReadyCam rack location to the backdrop TV location, as determined at the site survey. Cables will be provided to electrician by VideoLink.

ReadyCam® Studio Site Preparation Requirements Certification

By signature below, Customer is confirming that the Site is prepared for the ReadyCam® Studio installation per specification above.

Client:

Signature _____ Date

Name (Printed)

Title

Received at VideoLink by:

Signature _____ Date

SCHEDULE B

Acceptance Testing Procedures

The following are the test procedures, which shall be executed by the ReadyCam® Studio Installation Team. Once the procedures and operations defined herein are successfully completed, the ReadyCam® Studio shall be deemed completely operational as described below.

- Complete standard ReadyCam® Equipment operational test with a VideoLink control center. This includes testing of proper operation of all components for the standard ReadyCam®, including camera, pan/tilt, audio and lighting

- Test site-specific custom remote control components, including power control, and camera control with a VideoLink control center.

- Test site-specific transmission path through verification with a VideoLink control center.

By signature below Customer is confirming that VideoLink has satisfied the Acceptance Testing Procedures for the following Site.

Client

_____	_____
Signature	Date

Name (Printed)	

Title	

If ReadyCam® Studio does not pass the on-site Acceptance Test Procedures, VideoLink will promptly correct any such deficiencies. If, after three (3) repeated attempts, VideoLink is unable to remedy any non-conforming portion of the on-site Acceptance Test Procedures caused by VideoLink's acts, omissions, processes or equipment, Customer may immediately terminate the applicable Order Form without further financial obligation or liability by Customer to VideoLink with respect to such Order Form, and VideoLink shall reimburse Customer for all Charges paid to VideoLink for the ReadyCam® Studio.

SCHEDULE C

Maintenance Services

When Maintenance Services are elected by Customer, VideoLink shall provide the following testing and support of the ReadyCam® Studio:

1. Daily remote testing of system connectivity.
2. Monthly testing of the ReadyCam® Equipment performed remotely from VideoLink's offices to ensure that equipment is in its proper working condition;
3. On-site testing, alignment and cleaning of the ReadyCam® Equipment, as needed.
4. During the Warranty Period (as defined in Section 11.1 of this Agreement), replacement of any part of the ReadyCam® Equipment that is or becomes defective as a result of improper installation by VideoLink or as a result of incorrect or improper use by VideoLink, or Support or Maintenance Services provided by VideoLink under this Agreement. Parts, labor, and shipping for replacement of equipment damaged or lost by Customer is billable to Customer in accordance with Section 9.1 of the Agreement.
5. VideoLink will inform Customer promptly of any parts of the ReadyCam® Equipment that it discovers during the monthly testing or any on site testing to be in need of repair that is not covered by warranties under this Agreement.
6. VideoLink will inform Customer promptly if it discovers any issues with the internet and phone connection during any monthly or on-site testing. Customer is responsible for maintaining a stable IP connection and reliable telephone service. The ReadyCam prompter computer includes an original subscription to anti-virus software. [At the time this subscription ends it is the responsibility of the customer to renew or install replacement software, at their own cost.) Customer must notify VideoLink of any changes (ex. Firewall or IP addresses) in advance.] Troubleshooting and testing by VideoLink as a result of the IP connection and telephone service instability is billable at standard VideoLink repair service rates at time of occurrence (currently \$125 per hour).