

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. **THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

BY PURCHASING THIS PRODUCT, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM US IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH VIDEON CENTRAL, INC. ("VIDEON"), OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "**Terms**") apply to the purchase and sale of Videon products and services including those purchased through e-commerce sites operated by Videon including videon-central.com and its authorized retailers (the "**Site**"). These Terms are subject to change by Videon (referred to as "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Site, and you should review these Terms before purchasing any product or services that are available through this Site. Your continued use of this Site after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you a confirmation email with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between Videon and you will not take place unless and until you have received your order confirmation email. You have the option to cancel your order at any time before we have sent your order confirmation email by calling our Customer Service Department at 814-235-1111.
3. Prices and Payment Terms.

- a. All prices posted on our Site or those of our authorized resellers are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.
 - b. Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.
- 4. Premium Software Option. If you have purchased a Premium Software License Option, the following terms shall apply:
 - a. Subject to these Terms, we hereby grant you a non-exclusive and nontransferable license during the Premium Software License Term, to (i) access and use the Premium Software via the internet, and (ii) use the software documentation provided by us;
 - b. You may use the Premium Software solely for your own internal business purposes, in compliance with applicable law, and shall not: (i) permit any third party to access or receive the Premium Software except as permitted herein or in an Service Order, (ii) license, sublicense, sell, resell, rent, lease, transfer, distribute, use the Premium Software for commercial time sharing, outsourcing or otherwise commercially exploit the Premium Software; (iii) create derivative works based on the Premium Software; (iv) modify, reverse engineer, translate, disassemble, or decompile the Premium Software, or cause or permit others to do so; (v) copy, frame or mirror any content forming part of the Premium Software; (vi) access the Premium Software in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Premium Software; and (C) remove any title, trademark, copyright and/or restricted rights notices or labels from the Premium Software or documentation.
 - c. Notwithstanding any other terms of this Agreement, if the Premium Software permits the user to create its own code that user-created code shall be owned by you or the user, but such ownership shall not extend to the tools provided by us which facilitated creation of the user-created code.
 - d. the pricing, Premium Software License Term length, and renewal fee shall be listed on your purchase order.
 - e. The term of the Premium software license shall start in the date of purchase.

- f. Auto renewal – unless notified 60 days in advance, Videon will invoice you for the annual renewal per the pricing in the purchase order.
- 5. Shipments; Delivery; Title and Risk of Loss.
 - a. If you purchase the products direction from US, we will arrange for shipment of the products to you. You will pay all shipping and handling charges specified during the ordering process.
 - b. Title and risk of loss pass to you upon our transfer of the products to the carrier/delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.
- 6. Returns and Refunds. Returns of any type, including warranty repair, must be pre-approved by Videon in writing and all return documentation must contain Videon's Return Materials Authorization (RMA) number. No returns of any type will be accepted without an RMA number. Purchases made through a third party are subject to that third party's return policies.

You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection.

Refunds may be provided at Videon's sole discretion.
- 7. LIMITED WARRANTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. VIDEON WARRANTS THAT EACH PRODUCT PROVIDED UNDER THIS AGREEMENT WILL, FOR A PERIOD OF 1 YEAR AFTER THE TIME OF THE INITIAL SHIPMENT, BE IN SUBSTANTIAL CONFORMITY WITH VIDEON'S PUBLISHED SPECIFICATIONS FOR THAT PRODUCT AND BE FREE OF DEFECT IN MATERIAL AND WORKMANSHIP. VIDEON'S LIABILITY AND OBLIGATIONS UNDER THIS WARRANTY, AND BUYER'S REMEDY UNDER THIS WARRANTY, ARE LIMITED TO, AT VIDEON'S OPTION, REPAIR OR REPLACEMENT OF ANY PRODUCT THAT DOES NOT CONFORM TO THIS WARRANTY, OR TAKING BACK THE NON-CONFORMING PRODUCT AND CREDITING THE MONIES PAID BY THE CUSTOMER, PROVIDED VIDEON IS NOTIFIED OF THE NON-CONFORMING PRODUCT WITHIN THE WARRANTY PERIOD. THE BUYER WILL NOTIFY VIDEON IN WRITING OF ANY OF THE DEFECTS AND OBTAIN VIDEON'S APPROVAL BEFORE RETURNING ANY PRODUCT. TRANSPORTATION CHARGES ON ANY PRODUCT RETURNED WILL BE AT THE EXPENSE OF THE BUYER, AND ANY REPLACEMENT PRODUCT RETURNED FROM VIDEON TO THE BUYER WILL BE AT VIDEON'S EXPENSE ASSUMING THE PRODUCT RETURNED IS COVERED UNDER WARRANTY. THE WARRANTY PROVIDED HEREIN WILL BE VOID IF: A)

THE PRODUCT FAILS, MALFUNCTIONS, OR IS DAMAGED AS A RESULT OF IMPROPER HANDLING, INSTALLATION, MAINTENANCE, REMOVAL, MODIFICATION, OR REPAIR. B) THE PRODUCT IS ACCIDENTALLY DAMAGED, SUBJECTED TO ABUSE OR IMPROPER USE; OR C) THE PRODUCT IS ALTERED, MODIFIED OR DAMAGED IN ANY WAY BY THE BUYER SUCH THAT VIDEON IS UNABLE TO VERIFY THE DEFECT WITH ITS NORMAL TEST EQUIPMENT. VIDEON'S WARRANTY WILL NOT BE ENLARGED BY, AND NO OBLIGATION OR LIABILITY WILL ARISE OUT OF, VIDEON'S RENDERING TECHNICAL ADVICE, FACILITIES, OR SERVICE IN CONNECTION WITH BUYER'S ORDER OR PRODUCTS FURNISHED. THIS WARRANTY AND THE REMEDY HEREIN PROVIDED ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED LIMITED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON VIDEON'S PART WITH RESPECT TO THE PRODUCT AND ITS PERFORMANCE.

SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

a. Who May Use This Warranty?

This limited warranty extends only to the original purchaser of products and services from the Site. It does not extend to any subsequent or other owner or transferee of the product or any transferee or other beneficiary of the service.

b. Limitation of Liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT OR SERVICE THAT YOU HAVE PURCHASED THROUGH THE SITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS OR SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Goods Not for Resale or Export. You agree to comply with all applicable laws and regulations of the various states and of the United States including all Export Regulations, as defined below. You represent and warrant that you are buying products or services from the Site for your own personal or household use only, and not for resale or export unless done so under an agreement with us that permits resale or export. Products and services purchased from the Site may be controlled for export purposes by export regulations, including but not limited to, the Export Control Reform Act of 2018 (ECRA) (Title XVII, Subtitle B of Pub. L. No. 115-232), the Export Administration Regulations (15 C.F.R. 768-799) for which ECRA is permanent statutory authority, the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, "**Export Regulations**").
9. Intellectual Property Use and Ownership. You acknowledge and agree that: Videon and its licensor(s) is/are and will remain the sole and exclusive owner(s) of all intellectual property rights in and to each product and service made and offered by us or our authorized resellers and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and trademarks and other intellectual property rights, subject only to the limited license granted under the product's or service's license agreement. You do not and will not have or acquire any ownership of these intellectual property rights. Except as necessary to use the products, and to the extent that such actions may be prohibited under applicable law, you agree not to reverse engineer, disassemble, or otherwise investigate the products to discover trade secret or proprietary information therein and further agrees not to use or disclose trade secret or other confidential information of Videon relating to the products.
10. Support/Maintenance. All hardware purchases include Videon's "Basic" support the terms of which are available here [<https://videonlabs.com/support-agreement>] and are subject to change at Videon's discretion. Other support packages are available for purchase. All terms of Support are incorporated by reference into this Agreement and are subject to this Agreement's terms.
11. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to Videon), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, other potential disasters such as pandemics or epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party.

12. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

13. Dispute Resolution and Binding Arbitration.

a. **YOU AND VIDEON ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

b. The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this **13**. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

c. You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR VIDEON WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one

person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

14. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this **14** is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.
15. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Videon.
16. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.
 - a. To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
 - b. To Us. To give us notice under these Terms, you must contact us as follows: (i) by email transmission with confirmation of delivery to info@videon-central.com; or (ii) by personal delivery, overnight courier or registered or certified mail to Videon Central, Inc., 2171 Sandy Drive, State College, PA 16803 USA. We may update the email address or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by registered or certified mail will be effective three business days after they are sent.

Notices
17. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

18. Entire Agreement. These Terms, including terms of Basic support or other support packages you purchase, will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.