

## March Networks Standard Terms and Conditions of Sale

1. **SCOPE.**
  - 1.1. For the purposes of these terms and conditions, "**Customer**" means the customer identified in the accompanying quotation, order acknowledgement, invoice and/or other March Networks sales document issued herewith or incorporating these terms by reference. "**Documentation**" means the end user instructional and operational manuals packaged and generally distributed with the Hardware and Software, but does not include design specifications, or the Software source code. "**Hardware**" means hardware and embedded software application for operation of the hardware, which includes but is not limited to NVRs, cameras and encoders, manufactured by March Networks (including replacement parts). "**Products**" means Hardware, Software licenses, Services, Third Party Products, and related Documentation to be delivered to Customer. "**Services**" means those services, such as installation, professional and training services, subscription based Services, Maintenance Services and Integration Services offered to Customer as described in the March Networks' then-current Product offering documentation. "**Software**" means March Networks video management and application software referenced in a March Networks quotation or pricelist, in object code only. "**Third-Party Product**" means a Product that is not designed, manufactured or branded by March Networks.
  - 1.2. These terms and conditions of sale apply to all quotations, evaluations, purchase orders and any subsequent sales of Products and/or Services by March Networks to Customer. Acceptance of Customer's order is made upon the express understanding that it will be governed by the terms and conditions set out herein, and that any additional or conflicting terms and conditions accompanying Customer's order, absent express agreement by the parties to the contrary, shall be void and of no force or effect. These terms and conditions shall apply whether or not they are attached to or enclosed with the Products. The "**Agreement**" between the parties shall mean these terms and conditions together with the accompanying quotation, order acknowledgement, statement of work, invoice and/or other March Networks sales document delivered to customer herewith or incorporating these terms by reference, the applicable Terms of Service if a March Networks subscription solution is included in the Customer Order, and in the case of resellers and distributors, shall also include the Certified Solution Provider (CSP), Mobile Solution Provider (MSP), or distribution agreement, as applicable. This Agreement is the entire agreement between the parties related to the subject matter. Any modification of this Agreement must be in writing, and signed by each party's authorized representative. March Networks' sales representatives do not have authority to modify or to waive any of the terms of the Agreement.
2. **PRICES.** Quoted prices will remain open for acceptance by the Customer for a period of thirty (30) days from the date of quotation. Unless otherwise stated, prices for Products and/or Services are firm but may be subject to adjustment for foreign exchange, purchase or sales tax, customs tariff or other direct taxes, between the date of quotation and the date of shipment. All prices and payments shall be in the currency set out in the relevant quotation. All taxes, levies or duties of any nature applicable to the sale of the Products shall be paid by the Customer, or in lieu thereof, the Customer shall provide March Networks with a tax exemption certificate acceptable to the taxing authorities.
3. **ORDERS – PRODUCTS AND SERVICES**
  - 3.1. **Orders - General:** Customer's orders are subject to final acceptance by March Networks and March Networks reserves the right to accept or to reject any order from the Customer, in whole or in part. Blanket orders may be accepted for annual quantity pricing, provided that they are firm orders for a stated quantity, and delivery is accepted by the Customer within one year from the date of blanket order entry.
  - 3.2. **Product Evaluation - Try & Buy Orders:** Where Customer wishes to evaluate Products, Customer shall order the Products through the issuance of a zero dollar purchase order and/or signing of the Try and Buy Request Form provided by March Networks. Subject to Section 3.1 above, Products shall remain open for acceptance by the Customer until the Expiry Date on the Try and Buy Request Form (hereinafter, the "**Evaluation Period**"). Upon the expiration of the Evaluation Period, Customer shall either (i) purchase the Products, or (ii) return the Products to March Networks. If Customer elects to purchase all or any part of the Products, Customer shall retain those Products to be purchased and shall issue a second purchase order for the Products. If Customer elects not to purchase all or any part of the Products, Customer shall return the Products which it does not wish to purchase, undamaged, to March Networks, at Customer's risk and expense. Any Products which are not returned to March Networks upon the expiration of the Evaluation Period shall be deemed to have been accepted by Customer, unless otherwise expressly agreed by March Networks. If Customer fails to return the Products, or returns the Products in a damaged condition, and does not issue a second purchase order, the original purchase order shall be deemed to be amended to reflect the price of the damaged Products and/or the Products not returned and March Networks will invoice Customer accordingly. Customer shall be solely responsible for all shipping costs, duties and levies of any kind.
  - 3.3. **Order Cancellations and Changes:** Requests for order cancellations or changes received within thirty (30) days or less of the scheduled delivery date will not be accepted. Requests for order cancellations or changes of Custom Products (as set out in the relevant quotation) received ninety (90) days or less prior to the scheduled delivery date will not be accepted. March Networks may, without prejudice to any other remedy which it may have at law or in equity, cancel or suspend delivery of any uncompleted order in the event of non-payment or other breach of the Agreement by Customer. March Networks shall have no liability to Customer for any costs, losses, or damages of any kind whatsoever arising as a result of any such suspension or cancellation. Upon the cancellation of any order, the Customer undertakes to indemnify March Networks against all losses, including the cost of all labour, materials, overhead, damages, charges and expenses arising out of the order and its cancellation. For Services, if either party wishes to change the scope or performance of Services, it shall submit details of the requested change to the other party in writing.
- March Networks shall, within a reasonable time after such request, provide a written estimate to Customer of the impact on the schedule and fees and the parties shall negotiate and agree in writing on the terms of such change. March Networks may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis.
- 3.4. **Manufacturer Discontinue.** March Networks in its sole discretion reserves the right to discontinue the manufacture or sale of any Product in accordance with the March Networks end of life policy, a copy of which is available upon request.
- 3.5. **Product Installation, Maintenance and Service.** Except as otherwise expressly agreed in writing by March Networks, Customer is solely responsible for the proper installation, configuration and maintenance of the Products by appropriately trained technical personnel certified by March Networks. Customer is solely responsible for monitoring for any security updates by registering to receive March Networks security updates and advisories at [www.marchnetworks.com/support-downloads/](http://www.marchnetworks.com/support-downloads/). Customer is responsible for end user notification and delivering of all security updates and advisories to end users, and where applicable installation of updates. March Networks shall in no way be responsible or liable, under warranty or otherwise, for the performance (or failure to perform) of any Products which are installed, configured, maintained or repaired by anyone other than a technician certified by March Networks.
- 3.6. **Subscription Services.** March Networks subscription services are provided in accordance with and subject to the applicable Terms of Service accepted by the Customer and/or end user upon initial login. Unless otherwise provided by March Networks or agreed in writing by the parties, the applicable Terms of Service for subscription based services are those terms made available at <https://www.marchnetworks.com/ToS/>, as may be updated from time to time by March Networks.
4. **RISK, TITLE AND DELIVERY**
  - 4.1. **Shipping:** Unless otherwise stated in the March Networks order acknowledgement, the Products shall be delivered FCA (INCOTERMS 2020) March Networks' plant or designated distribution point. Absent express instructions from Customer, March Networks shall, in its sole discretion, determine the best method of shipment, routing and common carrier utilized. March Networks will use reasonable commercial efforts to ship orders within the time quoted for shipment. Times quoted for shipment will date from acceptance by March Networks of the Customer's order, and will be subject to the issuance of any necessary import permits and licenses. In no event will March Networks be liable for any costs, losses or damages including, without limitation, re-procurement costs arising out of or caused by delay in delivery or non-delivery of the Products.
  - 4.2. **Product Purchase - Title and Risk of Loss:** For Products purchased hereunder, title (excepting Software, which is licensed and not sold) and liability for loss or damage, shall pass to Customer upon March Networks' delivery of the Products to a common carrier for shipment to Customer. If Customer requests March Networks to arrange for shipment to the Customer's destination, title and risk of loss shall pass to Customer at the FCA point and all freight, storage, insurance and other costs of shipment from the FCA point shall be paid by the Customer and if advanced by March Networks shall be added to the Customer's invoice. For Products under evaluation, liability for loss or damage shall pass to Customer upon March Networks' delivery of the Products to a common carrier for shipment to Customer. Title to Products under evaluation shall not pass to Customer unless purchased or accepted in accordance with Section 3.2 above. Customer shall be solely responsible for all risk of loss or damage to the Products until such time as they are returned, prepaid to the March Networks regional office designated by March Networks. If reasonably required by March Networks, Customer shall retain adequate insurance for the Products during the Evaluation Period, the value of which insurance shall not be less than the full replacement value of the Products.
5. **PAYMENTS.** All orders placed with March Networks are subject to prepayment prior to shipment, unless credit approval is received. If credit terms are approved, payment will be due thirty (30) days from the date of invoice. If, in March Networks' opinion, the Customer's financial condition does not at any time justify the terms of payment specified, March Networks may cancel any unfilled orders upon written notice unless the Customer immediately pays any outstanding amounts and/or agrees to pay in advance for all Products ordered but not delivered, at March Networks' option. Each shipment shall be considered a separate and independent transaction, and payment therefore shall be made accordingly. In the event of any default by the Customer, March Networks may, without prejudice to any other rights that it may have in law or in equity, decline to make further shipments. If, despite any default by the Customer, March Networks elects to continue to make shipments, its action shall not constitute a waiver of any default by the Customer or in any way preclude March Networks' right to exercise any other remedies available to it in law or in equity. Interest shall accrue against any amount owed to March Networks which remains unpaid by the Customer for more than thirty days from the date of invoice. Interest shall be payable to March Networks at the rate of 1.5% per month compounded (19.6% per annum, actual rate), or the maximum allowed by law, whichever is less, and shall be payable monthly in arrears.
6. **WARRANTY**
  - 6.1. **March Networks Hardware:** March Networks warrants that the Products which are Hardware (excluding expendable or consumable parts) will be free from material defect in materials and workmanship; and will substantially comply with March Networks' published documentation accompanying the Product for the applicable warranty period set out in the Warranty Matrix which can be obtained at <https://www.marchnetworks.com/files/company/productinfo.pdf>. March Networks shall incur no liability under the foregoing warranty unless: (a) the allegedly defective Hardware is returned prepaid to March Networks within thirty (30) days of the date of discovery of the alleged defect, in accordance with March Networks' then current repair procedures; and (b) March Networks' tests determine that the alleged defect is due solely to defects in material or workmanship.

- 6.2. **March Networks' liability** under this Hardware warranty shall in any event be limited, at March Networks' option and expense to either the repair or replacement of the defective Hardware, or the reimbursement of the purchase price paid by Customer to March Networks for the defective Hardware, less applicable depreciation. In no event will March Networks be liable for damage to the Hardware resulting from improper handling during or after shipment, misuse, neglect, improper installation, operation or repair (other than by authorized March Networks personnel), alteration, accident, or for any other cause not attributable to defects in materials or workmanship on the part of March Networks. Products which fail within 30 days of original ship date ("**Out of Box Failures**"), will be replaced in accordance with March Networks then current return material authorization ("RMA") policy.
- 6.3. **March Networks Software:** March Networks warrants that the Products which are Software will function materially in accordance with the functional description set out in the user manual supplied with the Software for the applicable warranty period set out in the Warranty Matrix which can be obtained at <https://www.marchnetworks.com/files/company/productinfo.pdf>. March Networks' sole obligation and Customer's sole remedy for a breach of this warranty shall be March Networks' good faith efforts to rectify the non-conformity in the Software or, if after reasonable efforts March Networks is unable to rectify the non-conformity, March Networks shall accept return of the Software and refund to Customer the purchase price thereof. March Networks shall have no obligation under this warranty if the Software is modified or if the Software is used with hardware or software not supplied or approved by March Networks. March Networks will use commercially reasonable efforts to put into place procedures and checkpoints in designing and providing software to protect against viruses or other malicious code (collectively called "viruses"). Customer acknowledges and agrees that March Networks cannot and does not guarantee or warrant that the Software will be free from viruses upon installation and that Customer is responsible for implementing or causing its end users to implement all necessary and proper procedures for safeguarding Customer's and end user's systems and data against viruses.
- 6.4. **Warranty on Third Party Products:** The above Hardware and Software warranties do not apply to Third Party Products. March Networks does not warrant Third Party Products. March Networks shall use commercially reasonable efforts to extend to Customer any warranties provided by the manufacturer(s) of Third Party Products. Customer is solely liable for registering Third Party Products with the manufacturer if registration is required as a condition of the manufacturer's warranty. Third Party Products which are defective must be returned to the manufacturer and **not** to March Networks.
- 6.5. **In Warranty Repairs:** Hardware parts requiring repair or replacement (in warranty) will be issued a RMA number by March Networks. Customer is responsible for shipping hardware parts requiring repair/replacement to March Networks. March Networks will repair and return or issue an advance replacement at March Networks' sole discretion as set out in March Networks' then-current repair documentation. In the event March Networks issues an advance replacement, Customer shall ship faulty hardware parts no later than thirty (30) days following the issuance date of such advance replacement by March Networks ("the Return Date"), unless otherwise agreed upon by March Networks. Should Customer fail to ship hardware parts by the Return Date, Customer shall be liable for March Networks' then current replacement and services price as set out in March Networks' then-current repair documentation. In the event that no fault is found on the hardware parts for which Customer required repair, Customer shall be liable for March Networks' then current procedure and repair costs as set out in March Networks' then-current repair documentation.
- 6.6. **Warranty On Repaired Product:** March Networks warrants that the repaired, refurbished and replaced Products ("Repaired Product") will be free from material defects and will substantially comply with March Networks' published documentation accompanying the Hardware for a period equal to the greater of 90 days from the date of shipment or the remainder of the original warranty period associated with the Repaired Product.
- 6.7. **Warranty on Services:** March Networks hereby warrants to Customer that the Services shall be performed by its own personnel or its assigned agent(s) or subcontractor(s) in a professional, workman-like manner, in accordance with current industry standards and in accordance with the Agreement. March Networks will re-perform any Services which March Networks determines are not in compliance with this warranty which Customer brings to March Networks' attention, in writing, on or before thirty (30) days immediately following completion of the applicable Service. Any warranty claims hereunder must be made by Customer; no claim will be accepted from a third party.
- 6.8. **IN NO EVENT SHALL MARCH NETWORKS' LIABILITY TO CUSTOMER OR TO ANY OTHER PARTY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES EXCEED THE PURCHASE PRICE PAID BY CUSTOMER TO MARCH NETWORKS FOR THE DEFECTIVE PRODUCT, EXCEPT FOR CASES OF WILLFUL MISCONDUCT OR FRAUD BY MARCH NETWORKS.**
- 6.9. **THE EXPRESS WARRANTIES SET OUT IN THIS SECTION 6 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.**
- 6.10. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS SECTION 6 TO THE CONTRARY, PRODUCTS OR SERVICES PROVIDED TO CUSTOMER FOR EVALUATION AND/OR AT NO CHARGE ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER.**
7. **OUT OF WARRANTY RETURNS AND REPAIRS**
- 7.1. **Product Returns:** Products may not be returned without prior written authorization from March Networks, which authorization may be withheld for any reason, or subject to such reasonable terms and conditions as March Networks may require. At a minimum, Products may not be returned unless they are in their original packaging, unopened and unused and must be returned within four (4) weeks from date of delivery. In the event March Networks accepts return of a Product, Customer shall pay shipping costs as well as the greater of March Networks' then current re-stocking fee, or fifteen percent (15%) of Customer pricing in effect for such returned Product.
- 7.2. **Out of Warranty Repair:** Out of warranty repair and replacement of hardware parts is subject to March Networks' then current procedures and repair costs as set out in March Networks' then-current repair documentation.
8. **CONFIDENTIALITY.** The Products contain and are supplied with confidential and proprietary information of March Networks or its licensors. Customer shall receive and maintain the such March Networks confidential information, including pricing and other information March Networks provides access to in confidence and agrees to use at least the degree of care that it uses to protect its own proprietary information of like nature, but no less than reasonable care, to prevent the unauthorized use, disclosure or publication of March Networks confidential information. Customer's use of and access to March Networks' confidential information will be strictly limited to its employees with a need to know who shall have contractually agreed to comply with confidentiality obligations no less stringent than those stated herein. Any drawings, specifications, technical and other information supplied by March Networks shall: (a) be used solely for installing and maintaining the Products; (b) not be used in a manner detrimental to March Networks' interests; and (c) not be reproduced, used or disclosed to third parties without March Networks' prior written consent.
9. **INTELLECTUAL PROPERTY RIGHTS**
- 9.1. Customer recognizes and acknowledges the value of the goodwill associated with the name and trademarks of March Networks and/or its suppliers, and the identification of the Products therewith. Customer shall not obscure, effect or permit the removal or alteration of any March Networks or where applicable its supplier's trademarks, patent numbers, labels, serial numbers or the like affixed to any Product, related materials or packaging.
- 9.2. All rights, title, and interest in and to the designs, models, patterns, specifications, copyrights, patents, trade secrets, trademarks and other intellectual proprietary and/or industrial property rights in the Products, documentation and related materials shall remain vested in March Networks or its third party suppliers. Customer shall not copy, make extracts from, translate, reverse engineer or otherwise modify any of the Products provided by March Networks. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Products, documents, work product and other materials that are delivered to Customer hereunder or prepared by or on behalf of March Networks in the course of performing Services (hereinafter "Deliverables") shall be owned by March Networks. March Networks hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Deliverables for internal business purposes only and not for the purposes of resale, relicensing or other distribution, unless otherwise expressly agreed in writing by March Networks. The sale of Products by March Networks does not convey any license by implication, estoppel, or otherwise, under any patent, copyright, trade secret, trademark or other intellectual proprietary or industrial property right.
- 9.3. Customer expressly acknowledges and agrees that any Software delivered hereunder is not sold, but rather is licensed to Customer subject to the terms of the applicable March Networks' Software End User License Agreement ("EULA"). All rights, title and interest in and to the Software shall remain vested in March Networks or its third party suppliers, and Customer is granted only a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to use the Software in conjunction with the Products solely for Customer's internal business purposes, unless otherwise expressly agreed in writing by March Networks. Customer shall not itself, nor permit others to copy, translate, modify, create derivative works, reverse engineer, decompile, sublicense, lend, rent, lease, assign, transfer, or offer Software in a hosted environment or otherwise use the Software or any release thereof except as expressly permitted under the terms of the applicable EULA. March Networks may in its sole discretion modify March Networks' standard EULA from time to time.
- 9.4. **Notice of Infringement:** Customer will advise March Networks of any actual or threatened misappropriation or infringement of any Intellectual Property Rights of March Networks or its suppliers, any breach of or default under the EULA and, any claim or proceeding involving the Products, promptly upon Customer becoming aware of same. Customer will cooperate with March Networks, including in any legal action, to prevent or stop unauthorized use, reproduction, modification, distribution, infringement, misappropriation or sublicensing of the Products and to enforce the terms of the applicable EULA.
10. **INTELLECTUAL PROPERTY INDEMNITY**
- 10.1. The Customer shall indemnify and hold March Networks harmless against any damage, expense or loss resulting from any claims for actual or alleged infringement of patents, copyrights, trademarks, trade secrets or other industrial or intellectual property rights resulting from unauthorized use or modification of the Products by Customer, or from March Networks' compliance with Customer's designs, specifications or instructions.
- 10.2. Subject to Section 10.1, March Networks will defend or settle, at its own expense, any action brought against the Customer to the extent that it is based on a claim that the Products infringe any Canadian or United States patent, copyright or trade secret. March Networks will pay all costs and damages resulting from such claim which are finally awarded against Customer, or agreed to in settlement by March Networks, PROVIDED THAT: (a) Customer has paid the purchase price for the allegedly infringing Product; (b) March Networks is notified in writing by the Customer within ten (10) days of the date on which Customer became aware of the claim; (c) March Networks has sole control of the defense of any claim, and all negotiations for its settlement or compromise; (d) the claim does not result from any unauthorized use or modification of the Products, or from the use of the Products in conjunction with any hardware or software not supplied or approved by March Networks; (e) Customer has not made and does not make any admissions in respect of such alleged infringement; and (f) Customer provides all such assistance as March Networks may reasonably require.
- 10.3. In the event that the Products or any part thereof become, or in March Networks' opinion are likely

- to become the subject of a claim of infringement of a patent, copyright trade secret, trade-mark or other industrial, proprietary or intellectual property right, or the use of the Products or any part thereof is enjoined as a result of any such claim, the Customer shall permit March Networks, at its option and expense, to either (i) procure for the Customer the right to continue using the Products; (ii) to replace the affected Products with non-infringing Products; (iii) modify the affected Products so that they become non-infringing; or (iv) remove the affected Products, and refund the purchase price thereof, less a reasonable amount for depreciation. In the event of a claim or anticipated claim of infringement prior to the expiration of the Evaluation Period, March Networks may require the immediate removal of the Products from Customer's premises, at March Networks' sole cost, without further liability to Customer.
- 10.4. Customer agrees to indemnify, defend and hold March Networks, its employees, directors, officers, affiliates, subsidiaries, owners, agents, advisors, contractors, suppliers and other representatives ("Representatives") harmless from and against all claims from third parties arising out of any acts and/or omissions of Customer and its employees or agents.
  - 10.5. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, THE LIMITED INDEMNITY PROVIDED BY MARCH NETWORKS IN THIS SECTION 10 IN CONNECTION WITH THE PRODUCTS SHALL NOT APPLY AND IS NOT AVAILABLE FOR, OR IN CONNECTION WITH, ANY THIRD PARTY PRODUCTS.**
  - 10.6. **THE FOREGOING STATES THE ENTIRE LIABILITY OF MARCH NETWORKS WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, MASK WORK OR OTHER INTELLECTUAL PROPRIETARY OR INDUSTRIAL PROPERTY RIGHT.**
  11. **LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, MARCH NETWORKS AND ITS REPRESENTATIVES SHALL NOT BE LIABLE TO CUSTOMER IN ANY WAY WHATSOEVER, WHETHER AS A RESULT OF A CLAIM OR ACTION IN CONTRACT OR TORT OR OTHERWISE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OR LOST BUSINESS REVENUE, LOST BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DAMAGES, ARISING OUT OF ANY CLAIM AGAINST CUSTOMER BY ANY PERSON WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT MARCH NETWORKS, AND/OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF MARCH NETWORKS AND ITS REPRESENTATIVES FOR ALL CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS PURCHASED UNDER THE APPLICABLE CUSTOMER ORDER. THE FOREGOING PROVISIONS LIMITING THE LIABILITY OF MARCH NETWORKS' REPRESENTATIVES SHALL BE DEEMED TO BE TRUST PROVISIONS FOR THE BENEFIT OF SUCH REPRESENTATIVES, AND SHALL BE ENFORCEABLE BY SUCH AS TRUST BENEFICIARIES.**
  12. **AUTHORIZED RESELLERS.** Customers that have been authorized in writing by March Networks to resell the Products shall: (i) refrain from making any claim, representation or warranty to the end user concerning the Products other than those made by March Networks herein, without March Networks' prior written consent; (ii) indemnify, defend and hold March Networks and its Representatives harmless from and against all claims from end users and any other third parties arising out of any acts and/or omissions of Customer and its Representatives; (iii) carry liability insurance at a sufficient level to protect March Networks and its Representatives from all such claims naming March Networks as additional insured; (iv) resell Products only in the jurisdiction/market area(s) that have been approved in writing by March Networks and that Customer is licensed to do business; and (v) ensure the end user receives the applicable EULA for Software and/or March Networks Terms of Service for Subscription based Services.
  13. **FORCE MAJEURE.** March Networks shall not be liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, explosion, epidemics, or other occurrences beyond March Networks' reasonable control or due to unforeseen circumstances. March Networks shall use reasonable efforts to meet any performance dates; however, any such dates shall be estimates only and March Networks shall not be deemed in breach of its obligations or otherwise liable for any damages, claims, costs, charges, expenses, fees, liabilities or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from any delay due to any act or omission of Customer or its Representatives.
  14. **US GOVERNMENT END USERS.** If the Customer or the end user of any Software (and related Documentation) provided hereunder is the government of the United States of America, the following provision shall apply: The Software and related Documentation is provided to the United States government as commercial computer software and/or computer software documentation under licenses customarily provided to the public to the extent such licenses are consistent with Federal law and otherwise satisfy the government's needs. Accordingly the government shall have only those rights specified in the license set forth herein as per FAR 12.212 (a). If said license fails to meet the government's needs or is inconsistent in any respect with Federal law, the government agrees to return the Software and the Products, unused, to March Networks.
  15. **ASSIGNMENT.** Customer shall not assign, transfer or otherwise dispose of all or any part of its rights or obligations hereunder or any interest herein or in connection with Customer's order (whether voluntarily, by operation of law, or otherwise including without limitation any merger, acquisition or change of control transaction), without the prior written consent of March Networks.
  16. **HAZARDOUS USES PROHIBITION.** Customer acknowledges that the Products are intended for standard commercial uses. Without the appropriate network design engineering, the Products must not be sold, licensed or otherwise distributed for use in any hazardous environments requiring fail safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support machines, weapons systems, or any other application in which the failure of the Products could lead directly to death, personal injury or severe physical or environmental damage. Customer hereby agrees that the use, sale, license or other distribution of the Products for any such application without the prior written consent of March Networks shall be at Customer's sole risk. Customer agrees to indemnify, defend and hold March Networks harmless from any claims, costs, damages, charges, fees, expenses, losses or other liabilities which may arise out of or in connection within the use, sale, license or other distribution of the Products for such applications.
  17. **TRADE COMPLIANCE.** Customer shall comply with all export regulations pertaining to the Products in effect from time to time. Without limiting the generality of the foregoing, Customer expressly warrants that it will not directly or indirectly export, re-export, or trans-ship the Products or any part thereof in violation of any export laws, rules or regulations of Canada, the United States, or the European Union. Any export outside the original Customer shipment destination will void the Section 6 Product warranties and Section 10.2 indemnification. During any Evaluation Period Customer shall have no right to remove the Products from its designated installation site other than for the purpose of returning them to March Networks, without March Networks' express prior written consent.
  18. **INTERPRETATION**
    - 18.1. General: If any provision of this Agreement is held to be unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. All headings and captions contained herein are for convenience and ease of reference only and are not to be considered in the construction or interpretation of any provision. All notices must be in writing and delivered either in person or by means evidenced by a delivery receipt (including without limitation, electronically), in accordance with the contact information provided in the Agreement. A party may update its contact information by written notice to the other Party. All notices shall be effective upon receipt. Any consent by any party to, or waiver of a breach by the other, whether express or implied, shall not constitute a consent to or a waiver of any other, different or subsequent breach. The parties hereby confirm that it is their wish that the Agreement, as well as all other documents relating hereto have been and shall be drawn up in the English language. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents qui s'y rattachent, y compris tout avis, soient rédigés en langue anglaise. Las partes confirman que es su deseo que este Acuerdo, así como cualquier otro documento referente al presente, incluyendo todos los avisos, han sido y serán redactados en el idioma (Español) Inglés. If March Networks has provided a translation of the English language version of the Agreement, Customer agrees that such translation is provided for convenience only and that the English language version, not the translation, will be legally binding on Customer and will supersede in the event of a conflict.
    - 18.2. Applicable Law: The Customer and March Networks hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention, 1980). The applicable law for the Agreement is hereby set out as follows:
      - a) For orders delivered in Canada, Latin America (excluding Mexico) and Asia, "March Networks" means March Networks Corporation and this Agreement shall be governed by the domestic laws of the Province of Ontario, Canada (excluding its conflicts of laws provisions), and the courts of that Province shall have exclusive jurisdiction over all matters arising hereunder.
      - b) For orders delivered in the United States of America, "March Networks" means "March Networks, Inc." and this Agreement shall be governed in accordance with the laws of the State of New York (excluding its conflicts of laws provisions), and the Federal courts located in New York, NY shall have exclusive jurisdiction over all matters arising hereunder.
      - c) For orders delivered in Mexico, "March Networks" means March Networks de Mexico S.A. de C.V. and this Agreement shall be interpreted and construed in accordance with the laws of Mexico. For the interpretation and compliance of the obligations set forth herein, both parties submit to the jurisdiction and to the court of competent jurisdiction located in the Federal District.
      - d) For orders delivered in the European Union or the United Kingdom, "March Networks" means March Networks s.r.l., "Customer" means any customer that is not any natural person who is acting for purposes which are outside his/her trade, business, craft or profession and this Agreement shall be governed in accordance with the laws of Italy. The Milan Tribunal shall have exclusive jurisdiction over all matters arising hereunder.
      - e) For orders delivered in Australia and New Zealand, "March Networks" means March Networks (Australia) Pty Limited and this Agreement shall be governed in accordance with the laws of the State of New South Wales, Australia (excluding its conflicts of laws provisions), and the courts of that State shall have exclusive jurisdiction over all matters arising hereunder.
      - f) For orders delivered in Africa or the Middle East, unless otherwise indicated by written notice to Customer, "March Networks" means March Networks Corporation (DMCC Branch) and this Agreement shall be governed by the common laws of England (excluding its conflicts of laws provisions), and the courts of England shall have exclusive jurisdiction over all matters arising hereunder.