

MEDIA LINKS TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

These Terms and Conditions are the sole terms governing this transaction, and shall become binding upon the purchaser identified herein (the "Buyer") in the event Buyer accepts delivery of the goods purchased by the Buyer pursuant to the terms herein ("Goods") or otherwise exercises dominion over the Goods being sold by the party selling the Goods ("Seller"), and shall constitute the entire agreement and understanding with respect to the purchase and sale of the Goods, superseding all prior oral or written understandings relating thereto. All sales shall be governed solely by the Terms and Conditions stated on this form notwithstanding any typed, written or preprinted terms and conditions on Buyer's purchase order or any other document. The Seller will not accept alternative terms stated on Buyer's purchase order form or other correspondence, and any additional or different terms in Buyer's documents are hereby deemed to be material alterations and notice of objection to and rejection of them is hereby given.

2. LICENSE TERMS

Subject to the Terms and Conditions stated herein and any Seller's acknowledgment and/or invoice, if there is any computer software programs embedded into or incorporated within on the Goods (the "Embedded Software"), Seller grants to Buyer a non-exclusive, non-transferable, perpetual license to install, execute and use such Embedded Software, in object code form only, solely on the Goods and solely for Buyer's internal use.

Buyer shall not and shall not allow any third party to decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Embedded Software or any portion thereof, or otherwise derive its source code; (ii) modify, translate, or create derivative works of the Embedded Software; (iii) sell, lease, license, sublicense, copy, market or distribute the Embedded Software; (iv) use the Licensed Software for any timesharing, service bureau, subscription, rental or similar uses without the express prior written consent of Seller; or (v) publicly disseminate performance information or analysis (including, without limitation, benchmarks and performance tests) from any source relating to the Embedded Software. Buyer shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the Embedded Software.

For any Seller software products which Buyer licenses independent of the Goods, as specified on any Seller's acknowledgment and/or invoice (the "Licensed Software"), then Buyer agrees that it shall license the use of such Licensed Software in accordance with the terms of Seller's Software License Agreement located at the url: <https://medialinks.com/software-license/>

3. TERMS OF PAYMENT

Unless otherwise stated on Seller's acknowledgment and/or invoice, Buyer shall pay all amounts due for Goods purchased hereunder in cash within thirty (30) days from the date of Seller's invoice. Buyer shall pay interest on any overdue fees in an amount equal to one and one-half percent (1.5%) of the unpaid balance per month (or portion thereof), or if less, at the highest interest rate permitted by applicable law, accruing from the applicable due date. Buyer shall not withhold or setoff from any amounts due to Seller, any amounts claimed to be owed by Seller to Buyer for any reason whatsoever.

4. PRICES

Unless otherwise expressly indicated in writing by Seller, prices for all Goods are as noted on Seller's price list as in effect on date of shipment. All prices are based on quantity indicated and, unless otherwise indicated on Seller's acknowledgment and/or invoice, are F.O.B. the location of Seller's facility from which Goods are shipped. Unless otherwise indicated on Seller's acknowledgment and/or invoice, Buyer shall pay, and be exclusively liable for, all costs of shipping, delivery, insurance, drayage and rigging.

5. TAXES

Prices do not include any tax or other governmental charge or assessment on title, sale, shipment, production or use of any Goods sold to Buyers hereunder. Such taxes and charges, when applicable, may appear as separate additional charges on Seller's invoice. Buyer shall be solely responsible for and shall pay to Seller upon demand any and all such taxes (excluding taxes based on Seller's income), charges and assessments, including but not limited to federal, state, city, county, local, sales, excise, use, personal, property or other taxes, charges or assessments, however they may be designated unless Buyer has furnished to Seller an appropriate valid certificate of exemption issued by or acceptable to the tax authority in question.

6. DELIVERY

Seller shall make every reasonable effort to effect shipment on or before the scheduled shipping dates reflected on Seller's acknowledgment and/or invoice, but such schedule may vary due to, among other things, conditions beyond Seller's reasonable control. Delivery may be made in advance of any scheduled delivery date upon reasonable prior notice to Buyer. In no event shall time be of the essence with respect to any delivery. Unless otherwise reflected on Seller's acknowledgment and/or invoice, Seller may deliver to Buyer in any manner Seller chooses.

7. PACKING AND SHIPMENT

Unless a preferred packing method is noted on Seller's acknowledgment and/or invoice, all items will be packed for Shipment in accordance with Seller's standard practices. Any and all claims by Buyer for damage or loss of Goods in transit shall be made by Buyer against the carrier, who shall be the agent of the Buyer.

8. TITLE

Title to all Goods sold by Seller to Buyer shall pass from Seller to Buyer when such Goods are delivered by Seller to the carrier for shipment to Buyer; however, if Buyer should fail to pay when due any amount Buyer owes to Seller on account of such Goods, Seller shall have, in addition to any other rights of Seller, the right (without liability of or notice to Seller) to repossess such Goods or to require Buyer to effect (at Buyer's expense) return delivery of such Goods to Seller. In addition, until Buyer has paid to Seller the entire amount due to Seller for such Goods, Seller shall retain a security interest in such Goods in the amount of the full purchase price plus any other amounts due hereunder and all costs of collection incurred by Seller (including but not limited to court costs and reasonable attorneys' fees). Buyer shall insure and shall keep insured the Goods against loss or damage to the full insurable value thereof and Buyer hereby assigns to Seller all monies which may

become payable under any such policy of insurance, and Seller shall retain all rights and remedies of a secured party under the Uniform Commercial Code as in effect at the time of delivery of such Goods. A copy of Seller's invoice may be filed with the appropriate authorities at any time as a financing statement or chattel mortgage in order to perfect Seller's security interest. Upon the request of Seller, Buyer will execute any financing statements and other documents as instruments necessary or appropriate in order for Seller to perfect its security interest.

9. RISK OF LOSS

Unless otherwise indicated on Seller's acknowledgment and/or invoice, delivery of all Goods sold by Seller to Buyer hereunder is F.O.B. Seller's facility from which such Goods are shipped. All risk of loss of or damage to such Goods shall be assumed by Buyer upon Seller's delivery of such Goods to the carrier for shipment to Buyer. Any and all claims by Buyer for damage, loss or delays in transit shall be made by Buyer against the carrier (with notice thereof to Seller). Seller shall have no responsibility or obligations with respect to any damage, loss or delay.

10. GOVERNMENTAL AUTHORIZATIONS

Buyer shall be responsible, at its own risk and expense, for obtaining any required authorization in connection with the delivery of the Goods hereunder, such as an import license, foreign exchange permit or any other official governmental authorization, even though any such authorization may, at Buyer's request, be applied for by Seller, which shall not be liable if any such authorization is delayed, denied, revoked, restricted or not renewed and Buyer shall not be relieved of its obligations to pay Seller for orders accepted hereunder. All sales under these Terms and Conditions shall at all times be subject to the export control and foreign assets control laws and regulations of the United States. Buyer agrees that it shall make no other disposition, except as expressly permitted under the law of the United States, of the Goods other than to the country of destination specified on Buyer's order or as declared on Seller's invoices.

11. INSPECTION BY BUYER

Buyer shall carefully inspect all deliveries of Goods as they are received by Buyer and report to Seller promptly (but in any event within thirty (30) calendar days after receipt of shipment) any alleged error, shortage, defect or nonconformity of such Goods. Any failure by Buyer to so inspect and report shall constitute a waiver by Buyer of any claim or right of Buyer against Seller arising with respect to any such error, shortage, defect, or nonconformity.

12. CANCELLATION

Seller may not cancel any order accepted by Seller without Seller's written consent.

13. REFURBISHED EQUIPMENT

If any Goods sold herein are identified as being "refurbished," "refurb," or words of like import, Buyer expressly agrees and accepts that any and all such Goods have been used for some period of time and have been refurbished to standard product specifications prior to resale to Buyer. Buyer additionally acknowledges its acceptance of any such refurbished equipment subject to the Terms and Conditions outlined on the front and back of this document.

14. LIMITED WARRANTY

It is the sole and exclusive responsibility of Buyer to determine the suitability of any and all Goods of Seller for Buyer's intended purposes and uses. Seller warrants that the Goods sold hereunder conform to Seller's applicable specifications for such Goods (subject to Seller's standard tolerances for variations) as in effect at the time of shipment by Seller, or, if applicable, specifications provided by Buyer and expressly accepted by Seller in writing provided that Seller shall not have any liability whatsoever for any damage to or defect in Goods resulting directly or indirectly from modifications to or misuse of the Goods or damage or error occurring after the delivery of such Goods to carrier by Seller.

Liability of Seller under or in connection with the sale of its Goods shall be limited, at the sole option of Seller, to either repair at no cost to the Buyer, refund of the purchase price of, or replacement of any Goods (a) with respect to which Buyer notifies Seller of Buyer's claim of any alleged defect or nonconformity hereunder promptly after delivery (and in any event within the published warranty period of the Product) (b) which is returned to Seller promptly upon request and (c) which is determined by Seller to be defective or nonconforming hereunder.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO GOODS SOLD OR PROVIDED BY SELLER. SELLER GIVES AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN THAT EXPRESSLY SET FORTH HEREIN. NO REPRESENTATIVE OF SELLER IS AUTHORIZED TO GIVE OR MAKE ANY OTHER REPRESENTATION OR WARRANTY OR MODIFY THIS WARRANTY IN ANY WAY EXCEPT IN A WRITTEN AMENDMENT OF THESE STANDARD TERMS AND CONDITIONS OF SALE SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER WHICH MAKES SPECIFIC REFERENCE TO THESE STANDARD TERMS AND CONDITIONS OF SALE WITHOUT LIMITING THE GENERALITY OF THE FOREGOING. NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NO IMPLIED WARRANTY OF TITLE OR NON-INFRINGEMENT AND NO IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN OR MADE BY SELLER OR SHALL ARISE BY OR IN CONNECTION WITH ANY SALE OR PROVISION OF GOODS BY SELLER, OR BUYER'S USE OF ANY GOODS, OR SELLER'S AND/OR BUYER'S CONDUCT IN RELATION THERETO OR TO EACH OTHER. AND IN NO EVENT SHALL SELLER HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER UNDER OR IN CONNECTION WITH ANY SUCH WARRANTY WITH RESPECT TO ANY GOODS.

15. LIMITATION ON SELLER'S LIABILITY

Buyer acknowledges that no guarantees or assurances have been made as to the results that may be obtained from the use of the Goods hereunder whether used singly or in combination with other items. Buyer acknowledges that it does not rely on, and waives any claim relating to, any recommendation or instruction given to Buyer by Seller or any of its representatives regarding the specifications, storage, handling or use of Goods purchased and sold hereunder, which recommendation or instruction shall be followed or acted upon by Buyer entirely at Buyer's own risk.

SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY IN CONNECTION WITH THE SALE OR USE OF GOODS SOLD HEREUNDER (WHETHER BASED

ON CONTRACT, NEGLIGENCE, BREACH OF WARRANTY OR OTHERWISE), SHALL BE STRICTLY LIMITED TO SELLER'S OBLIGATIONS AS SPECIFICALLY AND EXPRESSLY PROVIDED IN THE LIMITED WARRANTY SET FORTH IN 14 HERETO. EXCEPT AS SPECIFICALLY PROVIDED IN SUCH LIMITED WARRANTY, SELLER SHALL HAVE NO LIABILITY, OBLIGATION OR RESPONSIBILITY OF ANY KIND IN ANY WAY OR TO ANY EXTENT FOR ANY LOSSES, EXPENSES, COSTS, DAMAGES OR LIABILITIES FOR ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE GOODS (OR THE PERFORMANCE THEREOF), OR ARISING IN ANY WAY OR IN CONNECTION WITH THE PURCHASE BY OR USE OR SALE OF THE GOODS BY BUYER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WHATSOEVER SHALL SELLER HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM IN ANY WAY OR IN CONNECTION WITH THE GOODS OR THEIR SALE OR USE, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF USE OF THE GOODS OR ANY ITEM WITH WHICH SUCH GOODS ARE USED, LOST PROFITS, OR DELAYS OR INCONVENIENCE.

IN NO EVENT WHATSOEVER SHALL SELLER HAVE ANY LIABILITY TO BUYER ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE GOODS SOLD HEREUNDER, THE TRANSACTIONS CONTEMPLATED HEREBY, OR SELLER'S OR BUYER'S CONDUCT OR ACTIONS IN RELATION TO ANY OF THE SAME OR TO EACH OTHER IN AN AMOUNT IN EXCESS OF, AND SELLER'S LIABILITY SHALL BE STRICTLY LIMITED TO, THE AMOUNT(S) ACTUALLY RECEIVED BY SELLER FROM BUYER AS PURCHASE PRICE FOR THE GOODS WHICH GIVE RISE TO SELLER'S LIABILITY.

16. RETURNS

Authorization to return Goods purchased from Seller must be obtained from Seller prior to any such return. In Seller's sole discretion, credit may be granted with respect to returned Goods, less an appropriate restocking charge, depending on the reason for the return and the condition of the Goods. Any returned Goods must be shipped to Seller, freight prepaid, at Buyer's risk.

17. INDEMNIFICATION

Buyer agrees to indemnify, hold harmless and defend Seller (and its employees, subsidiaries, affiliates, successors and agents) from and against any and all judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and attorneys' fees) incurred or suffered by Seller, which relate to or arise out of (a) Buyer's use, handling, sale or distribution of the Goods sold hereunder, (b) Buyer's breach of any representation, warranty or obligation hereunder, and/or (c) the infringement or violation of any third party's intellectual property or other rights arising out of or in connection with Seller's use of specifications, materials or other items provided to Seller by Buyer.

18. WAIVER

Seller shall not be deemed to have waived any provision hereof, or any breach by Buyer of any provision hereof, unless such waiver is specifically set forth in writing and executed by an authorized officer of Seller. No waiver by Seller of any provision hereof or any breach by Buyer hereunder shall constitute a waiver of such provision on any other occasion or a waiver of any other breach by the Buyer.

19. FORCE MAJEURE

In no event shall Seller have any liability to Buyer for any delayed performance or nonperformance by Seller which results, in whole or in part, directly or indirectly, from any cause beyond the reasonable control of Seller. Such causes shall include (but shall not be limited to) acts of God, wars, acts of terror, riots, civil disturbances, strikes, labor disputes, fires, storms, floods, earthquakes, natural disasters, inability to obtain or use raw or component material or parts, labor, equipments, facilities, or transportation. Seller shall have the right, at its option, upon notice to Buyer, (a) to terminate its obligation to sell any or all of the Goods ordered hereunder, or (b) to resume performance as soon as practicable after the suspension, and reschedule delivery of the Goods ordered hereunder to one or more deferred dates to be mutually agreed upon by Buyer and Seller; subject to Buyer's payment of any additional charge for any increase in Seller's direct or indirect costs occasioned by the suspension of its performance.

20. GOVERNING LAW & JURISDICTION

These Standard Terms and Conditions of Sale and the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of Connecticut without regard to its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not be applicable to this Agreement and any purchase or sale made hereunder. Any and all disputes arising under or relating to this Agreement shall be subject to the jurisdiction of the state and federal courts located in the County of Hartford, State of Connecticut, and the Buyer and Seller each irrevocably submit to the jurisdiction of such courts.

21. SEPARABILITY

The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect the validity and enforceability of the remainder of such provision, term or condition or of any other provision, term, or condition, and, to the extent possible, such invalid or unenforceable provision shall be replaced by a provision most nearly reflecting the fundamental objectives of the original provision.

22. AMENDMENTS

These Terms and Conditions may not be amended except by written agreement of Seller and Buyer expressly referring hereto.

23. ASSIGNMENT

Buyer's rights and obligations hereunder may not be assigned or otherwise transferred without Seller's express prior written consent. The Buyer's and Seller's respective rights and obligations shall bind and inure to the benefit of the successors of the respective parties. In order that the parties may fully exercise their rights and perform their obligations herein, any provisions of these Terms and Conditions that are required to ensure such exercise or performance (including any obligation accrued as of the termination date) shall survive the termination of these Terms and Conditions.