

DOMESTIC NON-EXCLUSIVE RESELLER AGREEMENT

ARTICLE I: PARTIES

This Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between Videolink Inc, a Canadian Company having its principal offices at 45 Lucy Ave Toronto On M1L 1A1 and _____, a ("Reseller") having its offices at _____

ARTICLE II: PREMISES, CONSIDERATION

VIDEOLINK INC is engaged in the sale and distribution of the video, computer and electronic products including hardware and software, and in addition to its own marketing efforts, desires to secure the facilities of firms capable of effectively selling said Products and assure customer satisfaction and maintain the quality reputation of VIDEOLINK INC and the products of its Manufacturing Partners. Reseller desires to sell said Products to end users as a Reseller in the US and Canada only under the terms herein. The parties enter into this Agreement by reason of the premises herein and in consideration of the mutual promises.

ARTICLE III: DEFINITIONS, SCHEDULES

General Definitions:

"Products" refers to all products of VIDEOLINK INC which the Reseller is authorized to purchase and resell pursuant to Schedule A.

"Customer(s)" refers to those listed on Schedule A to whom the Reseller is authorized to distribute Products.

"Dealer" or "Reseller" refers to those acquiring the Product for purposes of resale to End Users of the Product.

"Distributors", when used as a plural, refers to those, other than VIDEOLINK INC who are authorized to sell Products to Reseller. "Territory" refers to the geographical area identified in Schedule A.

"End User" refers to those purchasers who purchase the Products for their own use and not for resale.

"Sale", "Sell", "Sold" and "Purchase" refers also, as to software, the licensing of the software applicable in each Product.

Schedules: The following schedules attached hereto are hereby incorporated by reference and made a part hereof:

Schedule A -- Reseller Specific Terms

ARTICLE III: SPECIFIC PROVISIONS

SECTION 1.0 APPOINTMENT AS RESELLER

1.1 Appointment as Reseller: VIDEOLINK INC hereby appoints the Reseller for the Term set forth in Schedule A, to sell, distribute and promote the sale, on a non-exclusive basis, of the Products to Customers in their territory.

1.2 Status as Independent Contractor; No agency: The Reseller is an independent contractor; it is not an agent of VIDEOLINK INC or any of its Manufacturing Partners

Neither the Reseller nor any of its agents or employees has any authority to assume or create any obligation of any kind, whether express or implied, on behalf of Videolink Inc.

SECTION 2.0 GENERAL PERFORMANCE REQUIREMENTS

1.1 Obligations: During the Term of this Agreement, the Reseller agrees that it shall:

(a) Use its best efforts to sell, support, promote and increase sale of the Products in the Territory;

(b) sell only to Customers in the United States and Canada as those terms are defined herein. Reseller is not authorized to sell to Customers, Dealers, or any others, who resell to others outside the US or Canada, unless expressly authorized by Videolink Inc. All sales must be for delivery within the US or Canada otherwise agreed;

- (c) maintain an adequate staff of sales personnel to cover the Territory who are trained in the effective demonstration, use and sale of the Products, and accept complete responsibility for the service responsibilities as set forth herein;
- (d) cause all sales and service personnel involved in selling or servicing products outlined in Schedule A to attend an authorized training of said products outlined in Schedule A within one year of the effective date of this contract or one year from the hiring date of said sales or service personnel at the expense of the Reseller;
- (e) provide reasonable Customer education as necessary, or as required in any incorporated Schedule, for set up, installation and operation for all versions of the Products sold by the Reseller and Reseller shall be responsible to provide technical support to all Customers within the Territory;
- (f) Make prompt payment of all invoices (in accordance with the terms thereof and in accordance with credit terms of this agreement) rendered by VIDEOLINK INC to the Reseller;
- (g) Immediately forward to VIDEOLINK INC any information concerning all charges, complaints or claims of damage relating to any of the Products that may come to the Reseller's attention;
- (h) Use the Manufacturing Partners registration database to register Customers in the Reseller's Territory. Registration will include the name, address, phone number, e-mail address and Customer number of each Customer, description of Product sold including model or version, serial number, date of sale and delivery.
- (i) only sell where and in a manner so as not to violate any applicable law
- (j) Maintain stock

SECTION 4.0 PURCHASE ORDERS, SHIPMENTS

4.1 Conflicting PO and other Terms: If any conflicts exist between the Reseller's terms in its Purchase Order or other forms, and this Agreement, this Agreement shall control. Each order hereunder shall be deemed a separate transaction and each shipment of the Product shall constitute a separate sale, obligating the Reseller to pay therefore, whether said shipment be in whole or partial fulfillment of an order. All purchase orders are subject to acceptance by VIDEOLINK INC. VIDEOLINK INC shall have the right, in its sole discretion, to cancel and revoke any acceptances of any purchase orders accepted by VIDEOLINK INC or to delay or stop the shipment thereof if the Reseller shall fail to meet payment schedules or credit requirements established by Videolink Inc, including any payment of the Reseller which is subject to a finance charge or the Reseller is in breach of or in default under this Agreement.

4.2 Shipments, Title and Risk of Loss: The Reseller shall bear all shipping costs and other expenses incident to the shipment of all Products sold to the Reseller and shall bear the risk of loss or damage during shipment. VIDEOLINK INC may exercise its own discretion in selecting the method of shipment and the carrier. Title to all Products (including parts and accessories) sold by VIDEOLINK INC to the Reseller shall pass upon delivery of the Products by VIDEOLINK INC LLC, or its designated agent (including any third party assemblers of the Product) to the carrier having responsibility for shipment of the Product to the Reseller or other party to which Reseller directs the Product to be shipped. All risk of loss or damage to Products in transit, without regard to the person designated as consignee, shall fall upon the Reseller, whose responsibility it shall be to file claims with the carrier. VIDEOLINK INC may require Reseller to pay for the cost of declared value coverage with the carrier or otherwise provide proof of insurance coverage for the full value of the Products against any losses during shipment.

4.3 Times of Delivery: Delivery dates set forth in any purchase order or confirmation thereof shall be deemed to be estimated. VIDEOLINK INC shall not be liable for any delay in delivery, or inability to ship or provide, any Products, resulting from any cause beyond its reasonable control or caused by Acts of God, acts of the Reseller, acts of civil or military authorities, fires, labor disturbances, floods, epidemics, governmental rules or regulations, war, acts of terror, riot, delay in transportation or shortages in raw materials, finished goods or products.

4.4 Applicable Currency. All prices refer to USD (US Dollars) and all payments shall be made in USD (US Dollars) or Canadian equivalent. Price list can be changed to Canadian on request.

SECTION 5.0 CREDITS, INDEBTEDNESS

5.1 Maintenance of Credit Line and Credit Worthiness: No credit is intended to be given to Reseller under this Agreement except as specifically set forth in Schedule A; however, should credit be granted by VIDEOLINK INC from time to time, the terms of credit shall be as set forth herein or as set forth in writing by Videolink Inc. VIDEOLINK INC shall have no obligations to ship any Products ordered until credit is approved in advance for each order.

5.2 Unauthorized Deductions, Stopped Payments: The Reseller shall not make any deductions of any kind from any payments becoming due to VIDEOLINK INC unless the Reseller shall have received an official credit memorandum from VIDEOLINK INC authorizing such deduction nor shall the Reseller stop payment on any check or instrument of payment issued to VIDEOLINK INC.

5.3 Invoices; Charge for Late Payment: Payment terms are as set forth in VIDEOLINK INC invoices or as otherwise set forth in Schedule A. An invoice is due as stated in the invoice, but in no event shall the Invoice Due date be later than thirty (30) days after the date of shipment of the Product to which the invoice pertains. It is considered past due if payment is not received by VIDEOLINK INC by the invoice due date. If any payment is past due, the Reseller will pay, in addition to the prices specified, a charge equal to the lesser of (i) one and one-half percent (1-1/2%) of the invoiced amount for each month during which the payment remains past due, including any month in which payment was due and not received, or (ii) the maximum rate allowable by applicable law.

5.4 Default: Acceleration of Obligations: If the Reseller shall default in the payment of any indebtedness to VIDEOLINK INC when and as the same shall become due and payable, and if such default shall continue past the date for curing such default as set forth in a written Notice of Default to the Reseller, then all of the liabilities and obligations of the Reseller to VIDEOLINK INC, whether then due or not, shall, at VIDEOLINK INC's option, and without further notice to the Reseller, become immediately due and payable.

5.5 Taxes: The Reseller shall bear the cost of any taxes (sales or otherwise), levies, duties, tariffs, value added taxes, taxes due to any governmental authority of the Territory, or any other additional charges or fees of any kind that may exist as a result of the transactions occurring pursuant to this Agreement or pursuant to sales or shipments of Products to Reseller. Nothing herein shall mean that Reseller is liable for Value Added Taxes or other taxes that are assessed as part of the manufacturing process of the Product or assessed for transactions prior to the sale of the Product to Reseller.

3.6 Returns: Reseller may return Products to VIDEOLINK INC only if VIDEOLINK INC and Manufacturing Partner agree in advance in writing. Both parties may charge a restocking fee. Returned Product shall be new and in unopened packages and freight prepaid to VIDEOLINK INC, unless otherwise agreed to in writing.

SECTION 6.0 LIMITED WARRANTIES/DISCLAIMERS

6.1 Limitations on Damages: THE LIABILITY OF Videolink Inc, IF ANY, AND THE RESELLER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF LEGAL THEORY, AND WHETHER ARISING IN TORT OR CONTRACT, WITH REGARD TO THIS AGREEMENT, REGARDLESS OF THE DELIVERY OR NON-DELIVERY OF THE PRODUCTS, OR WITH RESPECT TO THE PRODUCTS, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCTS AND ALL TRANSPORTATION AND CUSTOMARY HANDLING CHARGES THEREFORE WITH RESPECT TO WHICH SUCH CLAIM IS MADE, EXCEPT AS OTHERWISE PROVIDED IN SECTION 7. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE PRODUCTS, COST OF CAPITAL, AND THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS, OR FOR ANY OTHER REASON WHATSOEVER. IF THIS LIMITATION VIOLATES ANY LOCAL OR OTHER APPLICABLE LAW, THEN SUCH PROVISION SHALL BE INAPPLICABLE.

SECTION 7.0 INDEMNIFICATIONS

7.1 The Reseller shall indemnify, hold harmless and defend VIDEOLINK INC from and against any claims or lawsuits, including attorneys' fees, that arise or result from Reseller's activities in carrying out this agreement, including the use, manufacture or distribution of the Products by Reseller, except when those claims are based on the violation of a third-party's intellectual property rights.

7.2 VIDEOLINK INC shall indemnify, hold harmless and defend the Reseller from and against any claims or lawsuits, including attorneys' fees, that arise or result from a claim that a Product violates a third-party's intellectual property rights.

SECTION 8.0 TERMS AND TERMINATION

8.1 Term: The term of the Agreement, unless earlier terminated, is as set forth in Schedule A. Unless this Agreement is renewed in writing signed by both parties or an extension is otherwise agreed to in writing by both parties, this Agreement shall continue on a month-to-month basis for terms of one month until terminated as set forth herein. During this month-to-month term, the Agreement may be terminated by either party without cause upon thirty (30) days' written notice.

8.2 Termination without Cause: This Agreement may be terminated without cause by either party upon sixty (60) days prior written Notice given to the other party in which event termination shall occur on the date set forth in such Notice.

8.3 Termination for Cause: This Agreement may be terminated immediately for cause by VIDEOLINK INC upon the occurrence of any of the following "Events of Default", by VIDEOLINK INC giving written Notice to the Reseller. This Agreement shall terminate on the date set forth in such Notice. The Events of Default are as follows:

- (a) the Reseller breaches any of the terms of this Agreement, and/or any policies under which the Reseller is obligated, which breach is not remedied by the Reseller to VIDEOLINK INCs satisfaction within ten (10) days of the Reseller's receipt of Notice of such breach from VIDEOLINK INC;
- (b) The Reseller breaches any of the terms of this Agreement, and/or any policies under which the Reseller is obligated, which breach by its nature, cannot be remedied by the Reseller;
- (c) The Reseller disputes, or impairs the value of, any patents, trademarks or copyrights of VIDEOLINK INCs Manufacturing Partners;
- (d) the Reseller or any of the Reseller's (i) officers, directors or majority shareholders (if a corporation); (ii) partners (if a partnership); or (iii) principals (if sole proprietorship) are convicted of any felony crime or any other crime involving dishonest acts;
- (e) the Reseller sells or transfers the Products other than as authorized in Schedule A;
- (f) the Reseller is unable to pay any and/or all of its debts as they become due, or becomes insolvent, or makes an assignment for the benefit of its creditors; any proceedings are commenced by or against the Reseller under any bankruptcy, insolvency, reorganization of debts or debtors' relief law, or for the appointment of a receiver or trustee in bankruptcy, or the Reseller is liquidated or dissolved; the Reseller ceases to conduct its business in the ordinary course such as laying off a large part of its staff, substantial curtailment of operating hours or sustained discontinuation of telephone service, or if normal conduct of the business of the Reseller as a private enterprise ceases or is substantially altered as a consequence of action taken by governmental or other authority, or if a substantial change in the Agreement is necessary to comply with any subsequently adopted law, rule, or order of any governmental entity.
- (g) if the sale of any Product, or the Reseller's method or manner of sale, violates any applicable law.

8.4 Additional Remedies For Breach: If the Reseller is in breach or in default of any provisions of the Agreement VIDEOLINK INC may, in addition to any other remedies available to it, seek one or more of the following remedies: (1) suspend doing business with the Reseller under all or any of the Schedules; (2) terminate one or more of the Schedules; (3) curtail or suspend a Reseller's privileges under various promotional incentives and/or suspend or terminate the Reseller's participation in other sales programs

of VIDEOLINK INC; or (4) seek and obtain in a court of law or court of equity, as appropriate, any legal and/or equitable relief to enforce the terms hereof including, but not limited to, injunctive relief.

8.5 Right of Set-Off: If the Reseller shall be in default with respect to this Agreement or any other Agreement(s) with VIDEOLINK INC including but not limited to, the failure to pay any sums when due either pursuant to this Agreement or any other Agreement, VIDEOLINK INC shall have the right and option to set-off any monies so owing pursuant to this Agreement or other such Agreement(s) and/or to terminate this Agreement. Upon the termination of this Agreement, any monies otherwise due and owing from VIDEOLINK INC to the Reseller shall be first off-set against any indebtedness whatsoever owing from the Reseller to VIDEOLINK INC.

8.6 Cessation of Representation as Authorized Reseller: Except as hereinafter provided, upon the termination of this Agreement, the Reseller shall immediately discontinue all displays, signs utilizing marketing materials and advertisements of VIDEOLINK INCs and its Manufacturing Partners trademarks and service marks, shall cease to use VIDEOLINK INC and its Manufacturing Partners trademarks, and cease to represent itself as an authorized Reseller of VIDEOLINK INC with respect to the Products and shall otherwise desist from all conduct or representations which might lead the public to believe that the Reseller continues to be authorized by VIDEOLINK INC to sell its Products.

8.7 Effect On Other Agreements: Upon the termination of this Agreement, Videolink Inc shall have the right to terminate any and all other Agreements which may then be in effect between VIDEOLINK INC and the Reseller by giving written Notice to such effect to the Reseller by registered or certified mail, or the equivalent, in which event the Agreement(s) specified in such Notice shall terminate on the date set forth in such Notice. Said right of termination set forth herein shall be in addition to and to the extent necessary supersede any right of termination which may be provided for in any such other agreement.

8.8 Surviving Obligations and Limitations: Neither the termination nor expiration of this Agreement nor the termination of any of the Agreements referred to in this Section shall release the Reseller from the obligation to pay any sum that may be owing to VIDEOLINK INC (whether then or thereafter due to VIDEOLINK INC) or operate to discharge any liability that had been incurred by the Reseller prior to any such termination or expiration; of no effect and shall result in termination of this Agreement.

8.9 Waivers: Failure by the Reseller to give notice of claim to VIDEOLINK INC regarding warranty and delivery within ninety (90) days from date of delivery of the Products or the date fixed for delivery as the case may be, shall constitute a waiver by the Reseller of all such claims in respect of such Products. Except as specifically provided herein, waiver by either party of any breach, or failure to enforce the terms and conditions of this Agreement at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof.

8.10 Litigation: In the event of any litigation between the parties with respect to this Agreement, the prevailing party (party is entitled to recover costs of suit, at such time as all appeals have been exhausted or the time for taking such appeals has expired) shall be entitled to recover reasonable attorneys fees in addition to such other relief as the court may award. All causes of action by the Reseller against VIDEOLINK INC must be brought against VIDEOLINK INC within one (1) year following the date on which the event which first gave rise to the cause of action occurred or within one (1) year following expiration of this Agreement, whichever is earlier. Any specific right or remedy provided in this Agreement shall not be exclusive but shall be cumulative upon the other rights and remedies set forth herein and allowed under applicable law.

8.11 Construction of the Agreement, Governing Law and Venue, Headings, No divisibility: This Agreement and the relationship of the parties shall be governed by, and construed and enforced in accordance with, the local law of Canada. The parties hereby consent to and submit to the sole jurisdiction of the federal and provincial courts located in the Province of Ontario, and any action or suit brought by the parties in the federal or provincial court with appropriate jurisdiction over the subject matter established or sitting in Canada. The parties shall not raise in connection therewith, and hereby waive, any defenses based upon venue, the inconvenience of the forum, the lack of personal

jurisdiction, the sufficiency of service of process or the like in any such action or suit brought in Canada. However, such termination of this Agreement shall not operate to discharge the Reseller from the obligation to pay VIDEOLINK INC any sum due Videolink Inc or discharge any liability that had been incurred by the Reseller prior to any such termination.

8.12 Entire Agreement, Modifications, Amendments: This Agreement constitutes the entire agreement between the parties . Any modifications or amendments hereto, unless specifically allowed otherwise in this Agreement, shall not be valid unless signed by both parties. The English language version of this Agreement shall be controlling.

8.13 Effective Date, Time and Dates, Language, Execution: This Agreement shall become effective as of the date first written above. All times and dates shall be the time and date at VIDEOLINK INC principal place of business. All transactions and Notices shall be in English. The Reseller hereby warrants and represents that the individual executing this Agreement is duly authorized and empowered to bind the Reseller.

VIDEOLINK INC

BY: _____

TITLE: _____

DATE: _____

Reseller

RESELLER: _____

ADDRESS: _____

Signed by

Name: _____

Signature _____

Title: _____

Phone: _____

Email Address: _____

SCHEDULE A

RESELLER - SPECIFIC TERMS

This schedule is attached to and hereby made a part of the VIDEOLINK INC., Reseller Agreement, hereafter "Agreement" dated _____, 2017 by and between VIDEOLINK INC, Inc., hereafter "VIDEOLINK INC" and _____ hereafter as "Reseller" or "System Integrator"

1. Definition of Products: a. The Products which are the subject of this Schedule and Agreement are (Specify version, and other related products if applicable):

- vMix MegaMix
- vMix GO
- vMix ProductionBot
- vMix Software
- PTZ Optics Cameras
- Huddlecam Cameras
- BirdDog converters
- ATOMOS
- AIDA
- Archion
- Quicklink
- Skaarhoj
- StreamLabs
- Darim
- Gudsen

VIDEOLINK INC from time to time may amend this Schedule by adding or deleting Products there from. Any such Amendment shall be effective as of the date specified in the notice if in written form, letter or otherwise, including e-mail, signed by VIDEOLINK INC.

b. "Third Party Products" include products manufactured by third parties other than Manufacturing Partner.

c. "System" refers to the integrated combination of Product and material related Third Party Products offered for sale to End Users by Reseller.

2 Definition of Customers: The Reseller hereby is authorized by VIDEOLINK INC and its Manufacturing Partners to sell the Products to "End-User" Customers

3 Definition of Territory: Except as noted above, the Reseller is authorized to sell Products to Customers in the following Territory only:

4 Location of Sales: The Reseller is authorized to sell the products only from or at the following areas:
British Columbia Canada

5 Credit Limit: The Reseller shall pay all invoices in advance of shipment. All payments shall be made in United States or Canadian equivalent

6 Methods of payment: Wire Transfer, Certified cheque, Bank Draft, or for Credit Card there is a 3% surcharge for orders less than \$10,000. 2.5% surcharge for orders greater than \$10,000 - Corporate Check – order held until check has cleared.

4) Term: The term of this Agreement shall be from the date of signing to midnight of one year from the date of signing unless terminated earlier in accordance with the Provisions of the Agreement.