

## SUBSCRIPTION TERMS OF SERVICE

This Terms of Service document (“Terms”) is a binding contract between you (“You” or “Customer” or “Company”) and Dalet S.A., a French corporation, unless you are domiciled in the Americas, in which case you are contracting with Dalet Digital Media Systems USA, Inc., (the two entities collectively referred to as “Dalet” herein), for services offered by Dalet, and/or its Suppliers under the Order Form (the “Services”) and is made available online at <http://www.dalet.com/legal> . By using the Services, you agree to these Terms, which may be updated by Dalet from time to time.

Company acknowledges and agrees that any and all uses the Services are further subject to Dalet’s Privacy Policy located at <http://www.dalet.com/legal> and Dalet Acceptable Use Policy located <https://www.dalet.com/acceptable-use-policy>. To the extent of any inconsistency between the terms of this Agreement including the Terms of Service and any of the Privacy Policy, the terms of the Agreement prevail.

If you wish to receive an email notification of any updates to these Terms, please notify us by email at [csadmin@dalet.com](mailto:csadmin@dalet.com)

### NOW THEREFORE, IT IS AGREED AS FOLLOWS:

#### 1. Definitions.

- 1.1. **“Affiliates”** means any entity that is directly or indirectly controlling, is controlled by or is under common control with that party, where “control” is defined as the ownership of more than 50% of the equity or other voting interests of such entity
- 1.2. **“Agent(s)”** means, individually and collectively, Dalet’s resellers and/or other business partners.
- 1.3. **“Bespoke Software”** means all bespoke software scripts for the Product, developed and supplied by Dalet to Company.
- 1.4. **“Company Bespoke Software”** means all bespoke software scripts for the Product developed by Company or third-party contractors of Company.
- 1.5. **“Company Data”** means any data, information or material provided or submitted by Company or Users to the Service in the course of using the Service, together with any Company output resulting from Company’s usage of the Service. Company Data is at all times owned by Company.
- 1.6. **“Dalet API”** means the object code versions of one or several of Dalet’s Web Services API Libraries (Application Programming Interface) and documentation associated therewith which allow third party systems or programs to connect to and/or exchange data with the Product and its database.
- 1.7. **“Documentation”** means: operator and user manuals, training and support materials, guides, listings, specifications and/or other materials provided by Dalet in connection with Product.
- 1.8. **“Fees”** means all fees relating to or arising out of the Services including, without limitation, all fees set forth in the Order Form(s).
- 1.9. **“Instance”** means an image of software that is created by executing the Licensed Software’s setup or install procedure or by duplicating such an image.
- 1.10. **“Licensed Software”** means the current version (as of the date of execution of the first Order Form) of: (a) the Product as designated in an Order Form; (b) any Bespoke Software, other additional software, apps or Dalet APIs licensed by Dalet to Company (but not derivative works thereof), all as set forth in an Order Forms amended from time to time by agreement of the parties.; and (c) all related Documentation, if any.
- 1.11. **“Node”** means a physical server or a virtual server designated in a Order Form where an Instance is installed.

1.12. **“Premises”** means any network, land, building, structure, vehicle or vessel which is owned, leased or occupied by Company containing the Licensed Software, or to which the Licensed Software is supplied.

1.13. The **“Product”** means all software described on provided under the Order Form but excluding Bespoke Software.

1.14. **“Services”** means: (a) the Licensed Software, and (b) all other products and/or services provided to Company by or through Dalet and/or its Suppliers pursuant to an Order Form.

1.15. **“Suppliers”** means third party licensors, subcontractors and/or vendors that supply some or all portions of the Services licensed to Company pursuant to these Terms of Service (but excluding third parties that may provision Company with products and/or services that integrate with the Services or are otherwise used by Company in connection with the Services but which are not actually provided to Company by Dalet).

1.16. **“Term”** and **“Initial Term”** have the meanings set forth in Section 4 of these Terms of Service.

1.17. **“User(s)”** means individuals who are authorized to access the Services on behalf of Company.

## 2. **Grant of Licenses; Scope of Licenses; Restrictions.**

### 2.1. **Grant of Licenses, Access and Services.**

(a) Right to Use the Services. Subject to the terms and conditions of the Agreement including without limitation these Terms of Service, Dalet grants to Company and its Users, during the Term specified in the Order Form(s), a non-exclusive, non-transferable, revocable, limited license, without right of sublicense, to install, configure and use the Services designated in the Order Form. Unless otherwise specified in the Order Form, Company’s use of the Licensed Software shall be limited to the installation and use of a single Instance. Company may purchase additional Instances and/or Nodes in an Order Form. Company right to use the Licensed Software begins when the Instance is installed and ends upon the expiration of the Term.

(b) Dalet will provide certain professional services as set out in a mutually agreed statement of work or description of services incorporated by reference into this Agreement and which sets out the Company’s project-specific activities, together with the associated deliverables, work effort, resources and costs. Expiration or termination of this Agreement shall result in the automatic termination of all estimates or statements of work then in effect.

### 2.2. **Scope of Use-Restrictions**

- (a) Subject to what is expressly authorised in this Agreement, Company shall not :
- i. disassemble, reverse engineer, decompile, or otherwise attempt to derive any part of the Services, Dalet API or Third Party Code (as defined below) source code from object code, except to the extent expressly permitted by applicable law despite this limitation;
  - ii. use, copy, modify, lease, sublicense, sell, transfer, distribute, transmit or provide the Services (including through the Dalet API) or Third Party Code to any third party or anyone without a User identification;
  - iii. use, copy, modify, lease, sublicense, sell, transfer, distribute, transmit or otherwise provide access to or use of the Dalet API, except for its own internal use pursuant to the terms of this Agreement;
  - iv. use the Dalet API, nor shall it permit any of its Affiliates or third party to, in order to develop, or have developed, produce, or have produced a product that competes, directly or indirectly, with the Product, Dalet API and/or any of DALET’s standard commercially available software offerings; or
  - v. use the Dalet API in a manner not compatible with the “Documentation” or that does not conform with the Order Form.
  - vi. provide a third party with the results of any functional evaluation, benchmarking or performance tests, without Dalet’s prior written approval;
  - vii. attempt to disable or circumvent any of the licensing mechanisms within the Services or Third Party Code, if any;
  - viii. create any derivative work of the Service or Third Party Code or remove any product identification, copyright, trademark or other notice from the Service or Third Party Code;
  - ix. interfere with or disrupt the performance of the Services;
  - x. violate any other usage restrictions contained in the Services or Third Party Code installation instructions or release notes;

xi. access to or use of the Services (i) to send or store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights; (ii) in violation of applicable laws; (iii) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; (iv) in a manner that interferes with or disrupts the integrity or performance of the Services (or the data contained therein); or (v) to gain unauthorized access to the Dalet Services (including unauthorized features and functionality) or its related systems or networks.

(b) The Licensed Software may contain or be provided with components which originate from or are licensed from third parties ("Third Party Code"), including components subject to "open source" software licenses ("Open Source Software"). To the extent required by a license accompanying such Open Source Software, the terms of such license will apply in lieu of the terms of these Terms of Service with respect to such Open Source Software, including any provisions related to copying, reverse engineering, or source code.

(c) Any Third Party Code provided with the Services may be used only with the Services. The Services must be used solely for the purposes and in the manner described in the Documentation

(d) Company shall not alter or create any derivative works based on any of the technology contained within the Services without the express written consent of Dalet.

(e) Company acknowledges and agrees that the technical processing and transmission of the Services may involve transmissions over various networks and changes by Company may be required to conform and adapt to technical requirements of connecting networks or devices.

### 3. Fees/Taxes.

3.1. Fees; Payment Terms. In consideration of Company's rights under the Order Form(s), Company shall timely pay Dalet the Fees designated in the Order Form (s). Company agrees to purchase the Services indicated in each applicable Order Form for the term stated therein and any renewal terms. Unless otherwise stated in a particular Order Form, any unused portions of included and/or bundled use allotments that may be stated in the Order Form (s) (including without limitation use allotments relating to streams, transcoding, processed content, and/or delivery) will expire at the end of each time increment stated in the Order Form (s) and will not rollover to subsequent timeframes or time increments. All recurring Fees (including without limitation, as applicable to the Contract(s): license fees, module fees, platform fees, support fees, and data use allotment fees are due and payable in advance.

3.2. Taxes. Company is solely responsible for all applicable sales, use, import or export taxes, duties, fees, tax due at source (TDS), value-added taxes (VAT), surcharges, tariffs or other amounts attributable to the Services under the Order Form (s) and any withholdings of the same required by Dalet will be invoiced back to Company.

3.3. Undisputed Fees not paid when due shall be subject to a late fee equal to the lesser of one and one half percent (1.5%) of the undisputed and unpaid balance per month or the highest monthly rate permitted by applicable law. Dalet may, with or without notice, suspend access to the Services and/or terminate the Order Form (s) if Company is more than sixty (60) days delinquent in paying all or any portion of the undisputed Fees. In the event that an Order Form is terminated prior to the end of the Term for any reason other than an uncured breach by Dalet, all committed fees for the Term shall become immediately due and owing in full within thirty (30) days of Company's receipt of a final invoice. In addition, Company will be liable for any collection costs (including without limitation attorneys fees and other legal fees and expenses, collection agency fees and expenses, court costs, collection bonds, and reasonable staff costs at standard billing rates for time spent in efforts to collect) incurred by Dalet and/or its Agents to collect sums due and owing under the Contract(s).

3.4. The Service Fee is based on both quantity of licences and/or users, and may include capped tiered usage. In the event that Dalet determines that, at any time during the Term, Company is using a quantity of licenses and/or users, and/or usage within the Service which exceeds the quantities and caps specified within the Order Form, Dalet shall have the right to invoice Company for any such excess usage.

3.5. In the event that the subscription is renewed beyond the Initial Term (as defined below), the annual Fees will be adjusted to the applicable pricing at the time of the renewal.

3.6. In the event that Services have not been renewed at the expiration date of an Order Form, such Services may be recommenced at a later date subject to the customer paying a rejoining fee ("Rejoining Fee"). Such Rejoining Fee shall be calculated as the sum of the Support Fees that would have been due in the interim between the lapse of the Support Services

and the date it recommences, plus interest. The customer shall also pay Dalet the Services Fees due for the new recommenced subscription period.

3.7. Except to the extent otherwise stated in this Agreement or in an Order Form, all obligations to pay fees are non-cancellable and non-refundable and the Customer must make payments without set-off, withholdings or deductions of any kind.

4. **Term and Termination.** The term shall be the initial committed term indicated in the Order Form (the "Initial Term") and all renewals (collectively referred to herein as the "Term"). Each Order Form will automatically renew for the same Term duration unless either party terminates the applicable Order form effective as of the end of the then-current term by notifying the other party in writing at least sixty (60) days prior to the end of the then-current term. Upon the termination of this Agreement for any reason including expiration, Company shall immediately: (i) discontinue all use of the Services, (ii) delete any and all copies, instances or accesses to the Licensed Products and/or Services, and (iii) within 30 days of such termination for non-payment of any undisputed fees, submit to Dalet certificate of destruction of the Licensed Software from a third party designated by Dalet; and Dalet is not obligated to provide Company with any Services. Either party may terminate the Agreement if the other materially breaches a term or condition of the Agreement and such breach has not been cured within thirty (30) days of written notice pursuant to Section 17, provided however that all undisputed Fees that were incurred prior to the date of termination other than those relating to the material breach by Dalet shall be due and payable within thirty (30) days of Company's receipt of a final invoice, and provided further that nothing herein shall be deemed a waiver of any claims that either party may have against the other party. Either party's right to suspend or terminate Services as set forth in this Section shall not absolve the other party of any payment or indemnification obligations described herein or diminish any other right or remedy available. All terms and conditions set forth herein that should by their nature survive termination (including without limitation all provisions relating to payment, intellectual property, ownership, confidentiality and indemnification) in order to be given full effect shall continue in full force and effect after any expiration or termination of the Agreement.

5. **Title and Ownership.**

a. Dalet and its Suppliers own all right, title and interest in and to the Services (including any content that might be provided by Dalet and/or its Suppliers) including associated Documentation and intellectual property rights under copyright, trade secret, patent, trademark and/or other applicable domestic and international laws. The Licensed Software and Services are licensed, not sold, and Dalet reserves all rights to each not expressly granted by Dalet, whether by implication, estoppel, or otherwise. In no event shall the Licensed Software and/or Services (or any portion thereof) be deemed sold or assigned to Company. Any and all rights not expressly granted by Dalet are reserved to Dalet and its Suppliers. Dalet is not required to accept unsolicited feedback. Provided that Company confidential information is not included in the feedback, if Company provides feedback about suggested improvements to the Licensed Software or the Services ("Feedback") to Dalet or its Affiliates, Dalet shall own all rights in and to such feedback and any derivative technologies, methodologies, compilations and/or any other resultant uses based on or developed through or by using such feedback and Company shall take all necessary actions that may be requested by Dalet to perfect Dalet's rights in and to such feedback provided (1) any such feedback is provided "as is" and Company makes no representation or warranty with respect to any such feedback, (2) Company only transfers such ownership rights that it possesses; and (3) Company shall have no obligation to provide any such feedback.

b. Dalet may monitor use of the Service and collect metrics, in respect of Services use and other Service and User parameters and characteristics, including without limitation those derived from Company Data to create anonymized forms of Company Data, in both aggregated and non-aggregated form, that do not identify Users, for Dalet's business purposes, including improvements and enhancements to the Service.

6. **API.** In the event Company is granted licensing rights to one or more Dalet APIs pursuant to an Order Form, Company must not (i) use, copy, modify, lease, sublicense, sell, transfer, distribute, transmit or otherwise provide access to or use of the Dalet API, except for Company's own internal use pursuant to the terms of this Agreement or (ii) make use of the Internet, an Intranet, or other forums to provide access to the Dalet API in any way that would be considered "hosting" or through any means involving "multi-core," "grid," so-called "on-demand," "cloud," or similar distribution methods. Actual use of the Dalet Services must take into account direct and indirect access to the Dalet Services and/or to its database through the Dalet API. Issues resulting from Company's use of API's may be outside the scope of support. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DALET API IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL DALET BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, CONSEQUENTIAL, INDIRECT, OR DIRECT DAMAGES OF ANY

KIND ARISING OUT OF THE USE OR INABILITY TO USE THE DALET API, EVEN IF DALET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE.

**7. Operational Review/Validation.**

- a. Upon notice to Company, Company shall permit Dalet its auditors, and designated audit representatives to audit and inspect: (i) Company's facilities where the Licensed Software is accessed and/or installed; (ii) any computerized systems used to share, disseminate or otherwise in connection with the Licensed Products and/or Services, as may be reasonably required to verify Company's compliance with this Agreement. Dalet may not conduct an audit more than once per year. Failure by Company to comply with any provision of this Section shall constitute a material breach of these Terms of Service and all applicable licenses.
- b. In addition to all rights and remedies available at law, if Dalet discovers unauthorized use or reproduction of the Licensed Products and/or Services, Dalet may, at its reasonable discretion, suspend Company's access to the Licensed Products and/or Services, and provide Company with notice and 15 days to cure any noncompliance. If Company does not cure such noncompliance, Company shall promptly: (i) cease and desist all use thereof; and (ii) upon written request, delete any and all copies, instances or accesses to the Licensed Products and/or Services. In addition to the foregoing, Company shall pay directly to Dalet: (a) additional Fees (based on the current market rates as of the date of discovery of the violation) for each unauthorized use and/or reproduction, for the period from the creation-date of such unauthorized use to the date of Dalet's notice; and (b) interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less. For continuation of any use after the date of Dalet's notice, additional Fees shall be assessed at Dalet's standard pricing (as of the date of the violation).

**8. Warranties.**

- a. Company hereby represents and warrants that : (a) it will comply with all applicable laws, rules, regulations and ordinances in its performance of this Agreement; (b) as between Company and Dalet, it will be responsible for obtaining and maintaining all rights, approvals, licenses, consents and permissions as are necessary for installation, integration and utilization of the Licensed Software and Services and any and all computer systems and devices connected to the Licensed Software; and (c) it will abide by these Terms of Service.
- b. Dalet hereby represents and warrants that it shall be responsible for: (a) performing work on a professional basis and in a workmanlike and expeditious manner; (b) complying with all applicable laws, rules, regulations and ordinances in its performance of this Agreement and (c) it will abide by these Terms of Service.
- c. No warranty on Bespoke Software or on Company Bespoke Software. Notwithstanding anything herein to the contrary, Company acknowledges and agrees that Dalet provides no warranty, express or implied, and shall have no liability whatsoever for the Bespoke Software, any derivative works from the Bespoke Software, or for any Company Bespoke Software.
- d. Moreover, the Company represents, warrants and covenants that the Company Bespoke Software and/or Company's applications developed by Company to use the Dalet API will not interfere with or adversely impact the operation or performance of the Product ("Company Problems"). Notwithstanding anything herein to the contrary, the Company shall be solely responsible, at its own expense, for correcting any Company Problems. Whether an issue constitutes a Company Problem shall be determined by Dalet in its reasonable judgment. Upon notice from Dalet, the Company shall, at its own expense, promptly correct all Company Problems.
- e. Company acknowledges that it shall be liable for Company Bespoke Software, and warrants that it holds all the rights and authorisations necessary to make use of the Company Bespoke Software. Company will defend and hold harmless Dalet against any legal action or claim alleging that the Company Bespoke Software infringes the rights of third parties, including intellectual property rights, provided that Dalet informs the Company promptly that such a claim or legal action has been brought.

**9. Disclaimer of Warranties. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, DALET MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE OF THE SUITABILITY OF THE SERVICES FOR COMPANY'S PURPOSES, THAT THE USE OF THE SERVICES SHALL BE SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES SHALL FUNCTION PROPERLY IN COMBINATION WITH ANY**

THIRD PARTY SERVICES, TECHNOLOGY, HARDWARE, SOFTWARE, SYSTEMS OR DATA. **OTHER THAN AS SPECIFIED OTHERWISE IN THE AGREEMENT**, THE SERVICES, AND ANY CONTENT PROVIDED BY DALET AND/OR ITS SUPPLIERS, ARE PROVIDED "AS IS" AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. **OTHER THAN AS SPECIFIED OTHERWISE IN THE AGREEMENT**, THE SERVICES MAY BE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET APPLICATIONS AND ELECTRONIC COMMUNICATIONS AND DALET AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY SUCH DELAYS, MISDELIVERY, UNTIMELY DELIVERY, DELIVERY FAILURES, OR ANY DAMAGES RESULTING THEREFROM AND/OR FROM EVENTS BEYOND DALET'S REASONABLE CONTROL. THIS SECTION 9 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 10. Indemnification

10.1. Indemnification by Dalet. Subject to Section 10.3 below, Dalet shall indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, and member stations from and against any and all losses, damages, claims, demands, debts, liabilities, fines, penalties and expenses (including costs and reasonable attorneys' fees) arising from or in connection with any third party claim that Customer's use of any the Services infringes any patent, copyright, trademark, or any other intellectual property right, private right or proprietary right of a third party, or constitutes misuse or misappropriation of a trade secret of a third party ("Infringement Claim"). Customer shall notify Dalet in writing of any action brought against Customer based on an Infringement Claim. Dalet will defend or settle any demand, suit or action, based on an Infringement Claim at Dalet's sole expense and Customer shall have the right to approve the terms of any settlement or compromise if such settlement restricts its rights granted under these Terms or subjects it to any ongoing obligations. In the event that a final injunction is obtained against Customer prohibiting the use of any Services or Documentation by reason of an infringement, or in the event Dalet reasonably believes the Services may be infringing, Dalet may, at its option and expense, within sixty 60 days either (i) procure for Customer the right to continue to use the Services or Documentation that are infringing, or (ii) replace or modify the Services or Documentation to make the use non-infringing while being capable of performing the same function. If neither option is reasonably available to Dalet, then Dalet may terminate this Agreement and Dalet shall refund to Customer any amount prepaid and unused by Customer pursuant to this Agreement, plus any reasonable costs and attorneys' fees associated with such Infringement Claim. Such termination and/or refund shall not affect Dalet's obligations under these Terms. This Section 10.1 sets forth the entire liability of Dalet and sole remedy of Customer with respect to claims of infringement.

10.2. Indemnification by Company. Subject to Section 10.3 below, Company will hold Dalet and its Suppliers harmless and will at Company's own expense, defend, settle and/or indemnify Dalet (including its directors, officers, employees, and agents, parents, subsidiaries, affiliates, business partners and Suppliers, and their respective successors in interest) and its successors in interest from and against any damages, losses and reasonable expenses finally awarded (including reasonable attorney's fees) relating to or arising out of any Infringement Claim based on Company's modification of the Services (if such modification was made by Company and not made by or at the written direction of Dalet and if such infringement would have been avoided by the use of the unmodified version of the Services), or based on Company's use, operation, or combination of the Services with programs, data, equipment, or materials not provided by Dalet (if such infringement would otherwise have been avoided). This section states Company's entire liability for infringement.

10.3. Indemnification Conditions. A party's obligation to indemnify ("Indemnifier") the other party ("Claimant") pursuant to this Section 10 shall only arise if: (i) the Claimant promptly notifies the Indemnifier in writing of the claim; (ii) the Indemnifier has sole control of the defense and of any negotiations for its settlement, provided that such settlements do not impose any ongoing obligations on the indemnified party or make any admission or acknowledgement of liability or culpability with respect to the indemnified party or seek any relief against the indemnified party other than the payment of money damages bourn by the Indemnifier; and (iii) the Claimant provides the Indemnifier with reasonable assistance, information, and authority necessary to perform the above.

11. **Limitation of Liability.** EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS UNDER SECTION 3 ("FEES/TAXES"), INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10 ("INDEMNIFICATION") ABOVE, COMPANY'S VIOLATION OF SECTION 2.2, OR A BREACH OF CONFIDENTIALITY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, GOODWILL, USE, DATA OR OTHER INTANGIBLE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES OR RETRIEVE THE CONTENT BY OR THROUGH THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (ii) EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS

UNDER SECTION 3 (“FEES/TAXES”), INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10 (“INDEMNIFICATION”) ABOVE, COMPANY’S VIOLATION OF SECTION 2.2, OR A BREACH OF CONFIDENTIALITY, EACH PARTY’S EXCLUSIVE REMEDY AND THE OTHER PARTY’S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS COMBINED RELATING TO, ARISING OUT OF, IN CONNECTION WITH, OR INCIDENTAL TO THE SERVICES, OR THIS AGREEMENT FOR ANY REASON SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES INCURRED UP TO THE DALET FEES PAID OR PAYABLE FOR USE OF THE SERVICES UNDER THE AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE FIRST SUCH CLAIM. SUCH LIMITATION SHALL APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. COMPANY EXPRESSLY UNDERSTANDS AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL DALET OR ITS SUPPLIERS, RESELLERS, PARTNERS, OR ANY OF THEIR SUCCESSORS IN INTEREST (COLLECTIVELY HEREIN, “DALET”) BE LIABLE TO COMPANY OR ANY USER BASED ON COMPANY’S OR ITS USERS’ GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. **Publicity and Marketing.** Dalet may reference Company on Dalet’s website, other marketing and media relations materials.
13. **Non-solicitation.** The Parties undertake and covenant towards each other that during the Term of this Agreement and for additional period of twelve (12) months following its termination for any reason, either Party will not, directly or indirectly, solicit to hire any person employed by the other Party during the Term of this Agreement, without the prior written approval of such other Party.
14. **Data Protection.** Where the activities carried by Company through the Service is subject to EU Data Protection Laws, each party undertakes to the other that, in connection with the provision or use of the Services (as appropriate), it will at all times comply with obligations set out in EXHIBIT C relating to the collection and processing of personal data in the context of this Agreement.
15. **Confidentiality.** Each party shall keep the terms and conditions of this Agreement confidential and shall not disclose that information without the other party’s prior written consent. Further, both parties acknowledge that over the course of this Agreement, each party (the “Receiving Party”) may be given access to or come into possession of, information that contains trade secrets, proprietary information or data, or other confidential information, including any idea, program, technical, business, competitive, customer or other similar information, provided by the other party (the “Disclosing Party”) in any form or medium, tangible or intangible, that the Disclosing Party reasonably considers confidential (“Confidential Information”). Confidential Information also includes, without limitation, information, materials, products or deliverables developed, and documents or other materials created by Dalet, during the course of performance of the Services. Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (i) were generally known to the public on the effective date of this Agreement; (ii) become generally known to the public after the effective date of this Agreement, other than as a result of the act or omission of the receiving party; (iii) were rightfully known to the receiving party without any obligation of confidentiality prior to its receipt thereof from the disclosing party; (iv) are or were disclosed by the disclosing party generally without restriction on disclosure; (v) the receiving party lawfully received from a third party without that third party’s breach of agreement or obligation of trust; or (vi) are independently developed by the receiving party without the use of or reference to Disclosing Party’s Confidential Information. All Confidential Information disclosed hereunder must be held in confidence and is subject to the restrictions set forth herein for a period of five (5) years from the date of disclosure of such Confidential Information (the “Confidentiality Period”). During the Confidentiality Period, the Receiving Party shall not (i) disclose any Confidential Information to any third party; (ii) make any use of Confidential Information except to perform, provide or use, as applicable, the Services set forth above; or (iii) make Confidential Information available to any of its employees or consultants, including any subcontractors, except those that have agreed, in writing, not to disclose such Confidential Information and have a “need to know” in order to perform, provide or use, as applicable, the Services. The Receiving Party shall use the same standard of care to protect the Disclosing Party’s Confidential Information as it applies to its own information and materials of a similar nature, but no less than reasonable care. Upon request of the Disclosing Party or upon termination of this Agreement, the Receiving Party agrees to promptly destroy or return to Company at Company’s request and direction, all Confidential Information, and all copies thereof, held by Dalet.
16. **Governing Law; Dispute Resolution.** This Agreement is governed by the substantive laws in force, without regard to conflict of laws principles: (a) in the State of New York, if you acquired the license in the United States, Canada, or elsewhere in North or South America (the “Americas”); (b) in the country of France, if you acquired the license elsewhere. Any litigation, claims, disputes or controversies concerning, arising out of or in connection with this Agreement shall first be escalated to the senior management of both parties, who make reasonable efforts to meet within ten (10) days of such escalation in an attempt to resolve the conflict. In the event the conflict is not resolved within ten (10) days of such meetings, the parties may bring suit solely only in a federal or state court in the County of New York, New York, USA if the license was acquired in the Americas, or in the relevant tribunal in Paris, France, if the license was acquired elsewhere; and the parties hereby consent to the exclusive jurisdiction of such courts and waive any objection or defense concerning jurisdiction or venue that they might otherwise have. Notwithstanding the dispute

resolution procedures set forth in this section, in the event of an actual or threatened breach hereunder, the aggrieved party may seek equitable relief (including restraining orders, specific performance or other injunctive relief) in any court or other forum, without first submitting to any dispute resolution procedures hereunder.

17. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

18. **General Provisions.** The Agreement, including these Terms of Services, constitute the complete and exclusive agreements between Company and Dalet with respect to its subject matter and supersedes any and all prior written or oral agreement or understanding relating to the same subject matter.. In the event of any conflict between or among any Agreement executed by both Company and Dalet and these Terms of Service, the Agreement shall control to the extent of such conflict and all other terms and conditions of each shall continue to remain in full force and effect. If any provision of the Agreement, including without limitation these Terms of Service is held unenforceable for any reason, such provision shall not effect the enforceability of the remaining terms of the Agreement and be reformed only to the extent necessary to make it enforceable and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. Company and Dalet are independent contractors and no joint venture, partnership, employment, agency or exclusive relationship exists between Company and Dalet as a result of the Agreement and/or Company's use of the Services as authorized thereunder. Except in connection with a notice of a material breach or a termination, written notice required hereunder may be transmitted via email to the primary email contacts provided or other alternative email contacts notified by either party from time to time if the original email contacts are no longer relevant due to employee departure or otherwise. In the event of either a material breach or a termination hereunder, written notice shall be via certified mail to the primary contact provided, with copy to the General Counsel or Regional Counsel. The Agreement may only be modified by written amendment signed by authorized representatives of both Company and Dalet. All waivers must be made in writing and the failure of Company or Dalet to enforce any right or provision in the Agreement or in these Terms of Service shall not constitute a waiver of such right or provision. Any waiver on one occasion shall not imply or constitute a waiver on any other occasion. Neither party shall be responsible for any failure to perform, or delay in performing any of its obligations under this Agreement or these Terms of Service to the extent that such a failure or delay results from force majeure causes beyond its control, such as acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, civil commotion, or the like. The parties may execute this Agreement in counterparts, each of which constitutes an original for all purposes, including any copies of same, and all duplicate counterparts will be construed together and constitute one Agreement. The parties will be bound by signatures made by hand, or by signatures made by electronic means on the signature line of this document (including, without limitation, by typing one's name, an "s" mark or other comparable note on the signature line). The parties agree that such signatures are binding and may be transmitted by mail, hand delivery, fac simile, email and/or any other electronic method to the other party or, if applicable, counsel of record for the party, and will have the same binding effect as any original ink signature.

19. **Assignment.** Neither party may transfer, license, assign this Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law or otherwise purport to grant rights over or transfer the benefits of any of its rights under this Agreement in whole or in part, without the prior written consent of the other party such consent not to be unreasonably withheld or delayed). The Agreement, including without limitation these Terms of Service, shall inure to the benefit of and be binding upon Dalet's or Company's respective permitted successors and assigns.



# DALET SUPPORT TERMS

The following technical support terms apply under the applicable Order Form.

1. **Provider of Support.** Subject to Company's payment of the Fees, as defined in the Order Form, Dalet shall provide Company the Support Services for the Licensed Software as described herein. Dalet may perform Support Services through its authorized service providers.
2. **Support Plan.** Company selects the Support Plan noted on the Order Form. Service Levels for Support Plans are set forth on Attachment One to these support terms. In all Support Plans, Dalet will provide 24x7 online access to:
  - Ticket database
  - documentation database (including manuals), and product knowledge base.

Secure user login may be required for access. Availability may be limited during hours of routine maintenance or updates to the web site.

If Company has also chosen optional Managed Services or Remote Environment Monitoring, the services are described on Attachment Two.

3. **Fair Use of the Support Services.** Company shall maintain at all times personnel trained by Dalet or its representative or distributors in the proper use and operation of the Licensed Software through subscription to appropriate Dalet training courses. Dalet reserves the right to suspend all support if Licensed Software is used by personnel not trained as provided in this paragraph. Company shall appoint one or more, up to the number of seats subscribed ("Number of Seats"), of its trained employees as the "Designated Seat(s)", who shall be the technical liaison between Dalet and Company. Company agrees to use the support services fairly and reasonably. If, in Dalet's sole discretion it considers that Company is raising an excessive number of, and/or excluded or complex support requests (e.g. training workflow, design or consulting requests) Dalet reserves the right to reduce the level of support provided or recommend that Company purchases training or consultancy services.
4. **Response Procedure.** Dalet shall provide Support Services for reproducible malfunctions of the Licensed Software reported to Dalet by Company that prevent the Product from performing in accordance with its documentation ("Errors") reported by Company in the operation of the Licensed Software. Dalet shall use commercially reasonable efforts to provide Support Services in accordance with the terms of Attachment One. Upon identification of any Error, Company shall notify Dalet of such Error and shall provide Dalet with such information as may be available to Company to assist Dalet in identifying and duplicating the Error. Dalet shall promptly notify Company of any Severity 1 Errors in the Software of which Dalet becomes aware. Either during the Acknowledgement or the Processing stage, if Dalet disagrees with or has questions about the Severity level assigned by Company to the Error, Dalet's acknowledgment shall note the issue and the Severity will be discussed with the representative of Company.
5. **Company's Responsibility.** Company shall:
  - Use reasonable efforts to find solutions - by using manuals, documentation, experience and knowledge - before initiating a Support request;
  - Keep a record of system performance and a record of system architecture including, but not limited to: operating systems, servers, network topology, network configuration, firewalls, third party products, etc., , unless the Dalet Hosting Service has been subscribed;
  - Accurately describe to the Dalet support either by phone or by e-mail, the Error encountered and the circumstances under which it occurred, following Dalet standard Error Report format. Company will transcribe in a register all such details;
  - Give known information at the outset of a support request, of any relevant actions or changes made by Company to the supported system or equipment with which the supported system interacts;
  - Reasonably determine the Error Severity;
  - Collect information on the Licensed Software and versions involved; hardware, OS, and other appropriate configurations;
  - Develop an Error description, unless the Managed Services has been subscribed;
  - Collect log files, configuration files, and other information needed to identify the nature of the Error;
6. **Software releases & Updates.** During the term of these support terms, Dalet will make available to Company free of charge, corrections, updates, improvements and modifications of the current release of the Product which are generally released from time to time by Dalet to its subscribers (collectively, the "Updates"). When applicable, Dalet may also distribute customer specific

bug fixes ("Bug Fixes"). Bug Fixes have limited testing and are distributed only to those customers exhibiting the particular issues that are addressed by the Bug Fixes.

All Updates and Bug Fixes shall constitute the Licensed Software as defined herein and in the Terms of Use. Updates do not include a new release of the Product which contains substantial new features as compared to the last release of the Product. Dalet shall not be obligated to correct any Error corrected in a released Update. Any time, materials and travel expenses for installation of Updates or releases are not included and will be charged separately per Dalet's Price List, unless subscribed with the Managed Services option, or as a pool of professional services days.

The subscription license model includes up to one new release per year. However for new features that come with a new release, Dalet reserves the right to charge additional fees.

For the support delivery, a staging platform is mandatory. The licenses required for the staging platform are supplied at no cost as long as they are not used for production needs. The costs for the infrastructure and the software deployment are at the Company's expenses. For clarity, this environment doesn't need to be active all the time but at the time of the Company's or Dalet's tests performance.

Dalet has a long-term support plan policy (LTSP) for the management of the Product life cycle till the end of services ("EOS"). The status of any release can be supplied at any time on request. For environments in production, Dalet highly recommends to use a Long Term Support version (LTS). Interim versions released after the latest LTS version will benefit from Updates until the next LTS version has been released. The lifetime of a LTS version will not exceed 3 years from the initial release date. Dalet reserves the right not to renew support services to customers running versions of the Product that have reached the EOS and who do not wish to upgrade to a newer release.

- 7. Supported Versions, Technical Environment Changes.** The Support Services include support for custom developments that were approved and performed by Dalet against Company's payment. Such support maintains the compatibility of source code for specific integrations with new Updates for the standard Product. They do not include support for specific development work for customized modules necessary when upgrading to a new release of the Product, or to developments done by Company or a third party based on Dalet's Web Services APIs ("Dalet API").

Company represents and warrants that all software and applications developed by Company or a third party using Dalet APIs, in accordance with Dalet API licensing terms, shall not and will not interfere with or adversely impact the operation or performance of the Product ("Company Problems"). Company shall be solely responsible for correcting any Company Problems. Whether an issue constitutes a Company Problem shall be determined by Dalet in Dalet's sole discretion. Upon notice from Dalet, Company shall, at Company's own expense, promptly correct all Company Problems. Dalet's responsibility for Company Problems is excluded.

Dalet reserves the right to make changes without notice to the Dalet API.

- 8. Exclusions.** The Support Services do not include correction of Errors arising out of the following:
- Company's or any of its subcontractors or third party service providers use of the Licensed Software for purposes beyond what is explained in documentation or training provided by Dalet to Company;
  - failure of Company to provide an internet connection to its system for remote support and software for remote agent; or
  - any hardware or any software not covered by these support terms;
  - any modifications made to the Licensed Software by Company or a Third Party Service Provider;
  - Force majeure event, or negligence of the Company or any of its subcontractors or third party service providers.
  - Failure by Company to utilize compatible computer networking hardware and software, or change of all or part of the networking environment, servers and workstations, entailing a non compatibility with the Product, without previous written authorization by Dalet.
  - Transfer of Licensed Software to another site or location or environment without notice to Dalet.
  - Failure by Company to install Update, to implement workaround, or to apply instructions (e.g on the database) if instructed to do so by Dalet.
  - Misuse by the Company or operation in a faulty environment including but not limited to failure by Company to follow preventative maintenance procedures as defined with Dalet, lag times caused by network/internet congestion, computer viruses, and use of incompatible web browsers.
  - Failure of Company to keep hardware and software capabilities in step with the Updates.

Use of the Software is subject to reasonable use limitations, and Dalet reserves the right to deny support coverage for unreasonable uses or changes to configurations, as determined by Dalet in its sole reasonable discretion.

In the event Dalet determines that the Error raised by the Company is due to misuse of the Licensed Software, bad or non-implementation of the Updates, or a cause that is not due to the Licensed Software, Dalet shall immediately notify it to the Company. Dalet will then be entitled to charge Company on a time and materials basis, based on Dalet's then-current rates, for its consultants plus expenses for any work performed to resolve the purported Error.

Notwithstanding anything herein to the contrary, these support terms does not entitle Company to any support for the Dalet API, unless Company makes separate arrangements with Dalet and pays all fees associated with such support. Any such support provided by Dalet shall be subject to these terms and the other agreements between Dalet and Company and will be for the Dalet API only and will not include support for applications developed by Company or third party that use the Dalet API.

- 9. Mandatory Backups.** Company will use commercially reasonable efforts to make backup copies and to maintain its system in accordance with the express, written recommendations of Dalet. The support services do not include correction of Errors arising out of Company's failure to make such backup copies and to maintain its system accordingly.
- 10. Professional Services Days Packages ("Care Package").** Company agrees and acknowledges that the provision of the recurring Care Package set forth in the Order Form is subject to the following:
- 1) The Care Package may be used by Company at such times to be agreed by Dalet and Company upon 7 days written or email notice from Company to Dalet
  - 2) The Care Package means one calendar day between the hours of 9am – 6pm in the applicable territory, not including weekends and nationally recognized holidays;
  - 3) In the event that Company does not use all of the Care Package within 12 months after the effective date of this Order, the Care Package will expire without any refund and/or reimbursement due to company;
  - 4) Care Package may be provided remotely from Dalet's offices. In the event that Care Package are provided at Company's location Company shall be responsible for all approved, reasonable, out-of-pocket travel and/or travel related expenses incurred by Dalet, all such costs payable net 30 of its receipt of Dalet's invoice and reasonable documentation substantiating the foregoing expenses; and
  - 5) Fees for Care Package set forth in a Contract are solely a good-faith estimate for Company budgeting and Dalet resource-scheduling purposes and are not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, Dalet will continue to provide Care Package under the same rates and terms set forth in the Contract. Company agrees and understands that Care Package are time and materials only and do not, under any circumstance, contain a tangible deliverable.

## ATTACHMENT ONE- STARTER SUPPORT LEVEL

Dalet shall provide Company access to support services via telephone and email to Company’s Designated Administrators during Normal Business Hours.

“Number of Seats” included with the plan: 2

“Normal Business Hours” are defined as Monday through Friday from 9 a.m. to 5 p.m., in the time zone of Customer’s site, except Dalet’s closing days. “Off-shift” hours are defined as all other hours outside of Normal Business Hours.

Dalet will proceed within the set timeframes in conjunction with the severity levels as detailed in the following Response Times section.

Errors reported Off-shift will be queued for the next business day.

**RESPONSES TIMES.** The severity of an Error report will dictate the response time objectives as follows:

SEVERITY		DEFINITION	INITIAL RESPONSE TIME	AVAILABILITY
1	CRITICAL	Catastrophic problem which severely impacts broadcast-critical operation, or in which system is down or not functioning; loss of production data and no workaround can be found.	8 Hours	Business Hours
2	MAJOR	High-impact problem in which operation is disrupted but there is capacity to remain productive and maintain necessary business-level operations with additional resources and/or transaction time.	2 Business Days	Business Hours
3	MEDIUM	Medium impact problem which involves partial non-critical functionality loss impairing some operations but allowing Company to continue to function.	1 Week	Business Hours
4	MINOR	Minor issue with limited loss or no loss of functionality and with no immediate or significant operational impact.	1 Week	Business Hours

Company shall describe each Error and reasonably determine the severity of each Error report to Dalet, as defined in the table above.

Company will provide justifications for Critical and Major faults.

These Responses Times apply for production environments.

## ATTACHMENT ONE- PLUS SUPPORT LEVEL

Dalet shall provide Company access to support services via telephone and email to Company’s Designated Administrators 24 hours x 7 days.

“Number of Seats” included with the plan: 5

**OFF-SHIFT HOURS SUPPORT.** The Company is entitled to receive off-shift hours support on a 24 x 7, 365 day basis. When experiencing a Severity 1 incident, the Company may contact the Technical Phone Support hotline for after-hour technical support specialist assistance. In the event that a call-back is required Dalet will proceed within the set timeframes in conjunction with the perceived severity levels as detailed in the following Response Times section. This includes remote assistance to assist fault diagnostics.

“Normal Business Hours” are defined as Monday through Friday from 9 a.m. to 5 p.m., in the time zone of Company’s site, except Dalet’s closing days. “Off-shift” hours are defined as all other hours outside of Normal Business Hours. Severity 2, 3 and 4 Errors reported Off-shift will be queued for the next business day.

**RESPONSES TIMES.** The severity of an Error report will dictate the response time objectives as follows:

SEVERITY		DEFINITION	INITIAL RESPONSE TIME	AVAILABILITY
1	CRITICAL	Catastrophic problem which severely impacts broadcast-critical operation, or in which system is down or not functioning; loss of production data and no workaround can be found.	1 Hour	24/7/365
2	MAJOR	High-impact problem in which operation is disrupted but there is capacity to remain productive and maintain necessary business-level operations with additional resources and/or transaction time.	2 Hours	Business Hours
3	MEDIUM	Medium impact problem which involves partial non-critical functionality loss impairing some operations but allowing Company to continue to function.	1 Business Day	Business Hours
4	MINOR	Minor issue with limited loss or no loss of functionality and with no immediate or significant operational impact.	3 Business Days	Business Hours

Company shall describe each Error and reasonably determine the severity of each Error report to Dalet, as defined in the table above.

Company will provide justifications for Critical and Major faults.

These Responses Times apply for production environments.

## ATTACHMENT ONE- ULTIMATE SUPPORT LEVEL

Dalet shall provide Company access to support services via telephone and email to Company’s Designated Administrators 24 hours x 7 days.

“Number of Seats” included with the plan: unlimited

**OFF-SHIFT HOURS SUPPORT.** The Company is entitled to receive off-shift hours support on a 24 x 7, 365 day basis. When experiencing a Severity 1 incident, the Company may contact the Technical Phone Support hotline for after-hour technical support specialist assistance. In the event that a call-back is required Dalet will proceed within the set timeframes in conjunction with the perceived severity levels as detailed in the following Response Times section. This includes remote assistance to assist fault diagnostics.

“Normal Business Hours” are defined as Monday through Friday from 9 a.m. to 5 p.m., in the time zone of Company’s site, except Dalet’s closing days. “Off-shift” hours are defined as all other hours outside of Normal Business Hours.

Severity 2, 3 and 4 Errors reported Off-shift will be queued for the next business day.

**RESPONSES TIMES.** The severity of an Error report will dictate the response time objectives as follows:

SEVERITY		DEFINITION	INITIAL RESPONSE TIME	AVAILABILITY
1	CRITICAL	Catastrophic problem which severely impacts broadcast-critical operation, or in which system is down or not functioning; loss of production data and no workaround can be found.	15 mns	24/7/365
2	MAJOR	High-impact problem in which operation is disrupted but there is capacity to remain productive and maintain necessary business-level operations with additional resources and/or transaction time.	1 Hour	Business Hours
3	MEDIUM	Medium impact problem which involves partial non-critical functionality loss impairing some operations but allowing Company to continue to function.	4 Hours	Business Hours
4	MINOR	Minor issue with limited loss or no loss of functionality and with no immediate or significant operational impact.	1 Business Day	Business Hours

Company shall describe each Error and reasonably determine the severity of each Error report to Dalet, as defined in the table above.

Company will provide justifications for Critical and Major faults.

These Responses Times apply for production environments.

## ATTACHMENT TWO – MANAGED SERVICES

Subject to Company's payment of the Fees (as defined in the Order Form), You may subscribe to the management of the infrastructure supplied by You.

The Managed Services option includes

- the remote environment monitoring, which covers the management of alerts related to CPU, memory, disk usage of the infrastructure, and Licensed Software application and its database backends
- the assignment of a Site Reliability Engineer (SRE),
- the administration of the Company's infrastructure,
- the management of computing, storage and network resources, including the capacity management,
- the 24x7 troubleshooting of the Company's infrastructure,
- a backup reliability plan,
- the installation of security updates (Application and Operating System).

All other aspects of the platform, including the underlying network, network storage and power to infrastructure, are managed by Company's Agent and/or Company.

The customer's environment shall be configured by Dalet to push alerts and logs to the cloud-based Dalet Control Tower, used by Dalet for the performance of the services. For alerts reported, Dalet will inform the Company about corrective actions taken by Dalet or recommend Company about actions to take if not under Dalet's control. Company hereby authorizes Dalet to access the platform and relevant IT and network systems as necessary for the provision of the Dalet Monitored services.

Dalet will use reasonable efforts to connect securely and maintain confidentiality and integrity of the Company's environment. Security remains the Company's responsibility.

Company acknowledges and agrees that (i) Customer shall be solely responsible for the provision and the implementation of industry-standard physical and data security systems designed to ensure the security of said remote access services, and that (ii) Dalet shall not be liable for a breach by any third party of Customer's systems.

## ATTACHMENT TWO – REMOTE ENVIRONMENT MANAGEMENT

Subject to Company's payment of the Fees (as defined in the Order Form), You may subscribe to the monitoring of the infrastructure supplied by You.

The Remote Environment Monitoring services include the active monitoring of the platform:

- Health checks - CPU, memory, disk usage, Licensed Software application and database backends
- Java threads and heap space
- Availability of all external IP addresses

All other aspects of the platform, including the underlying network, network storage and power to infrastructure, are managed by Company's Agent and/or Company.

The customer's environment shall be configured by Dalet to push alerts and logs to the cloud-based Dalet Control Tower, used by Dalet for the performance of the services. For alerts reported, Dalet will inform the Company about corrective actions taken by Dalet or recommend Company about actions to take if not under Dalet's control. Company hereby authorizes Dalet to access the platform and relevant IT and network systems as necessary for the provision of the Dalet Monitored services.

Dalet will use reasonable efforts to connect securely and maintain confidentiality and integrity of the Company's environment. Security remains the Company's responsibility.

Company acknowledges and agrees that (i) Customer shall be solely responsible for the provision and the implementation of industry-standard physical and data security systems designed to ensure the security of said remote access services, and that (ii) Dalet shall not be liable for a breach by any third party of Customer's systems.



**Exhibit C to Dalet Services Agreement**  
**DATA PROTECTION**

**1. Data processing implemented by Dalet on behalf of the Customer**

- 1.1. In the context and for the Term of this Agreement, Dalet may be required to process personal data (as defined by article 4.1 of Regulation 2016/679 on the protection of personal data, hereafter the "GDPR", or the California Consumer Privacy Act ("CCPA")) on behalf of the Customer, including data as described in the Appendix (the "Personal Data") in order to provide the Dalet Services (the "Services") to the Customer.
- 1.2. Dalet and the Customer undertake to collect, process, use and transfer the Personal Data in compliance with applicable law and regulations, in particular the GDPR and CCPA, and in accordance with the provisions of this Agreement. The Customer and Dalet agree that for purposes of GDPR, the Customer is the data controller and that Dalet is the data processor.
- 1.3. In the context of this Agreement and taking into account the nature of the processing, Dalet undertakes in particular to :
- Process the Personal Data only for the purposes of the Services and in accordance with the written instructions of the Customer, except as otherwise provided by applicable law or regulations (in which case Dalet must previously inform the Customer);
  - Ensure that the persons authorized to access and process the Personal Data are bound by confidentiality obligations;
  - Take all reasonable security measures as required by applicable law or regulations to protect the Personal Data against alteration, damage, destruction, loss or disclosure to unauthorized persons, accidentally or unlawfully;
  - Inform the Customer of any violation of the Personal Data without undue delay after becoming aware of a personal data breach, and help the Customer fulfill its obligation to inform the supervisory authorities and the data subjects concerned by such violations;
  - Keep a list of any other processors involved in the processing of Personal Data due to the provision of Services;
  - Assist the Customer, as far as possible, in fulfilling its obligation to answer to requests from concerned data subjects regarding the exercise of their rights;
  - In accordance with the Customer's choice, delete the entirety of the Personal Data or return it to the Customer at his request or at the latest at the end of the Agreement, and destroy all existing copies, unless otherwise provided by law;
  - Allow and participate to the performance of audits related to the processing of Personal Data by the Customer or another auditor mandated by the Customer;
  - Based on the information available to Dalet, collaborate with the Customer by (i) assisting the Customer in carrying out data protection impact assessments and consulting the supervisory authority, (ii) informing the Customer as soon as possible when any of its instructions violates applicable law or regulations and (iii) providing the Customer with the necessary information to demonstrate its compliance with applicable law or regulations regarding personal data.
- 1.4. Dalet shall not sell, rent, lease, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Data to another business, person, or third party for monetary or other valuable consideration. Dalet shall not collect, retain, use or disclose Personal Data for any purpose other than the specific purpose of performing the Services specified in the Agreement or pursuant to the directions of a Customer Affiliate, or outside of the direct business relationship between Dalet and the Customer Affiliates. Dalet shall not disclose Personal Data to another business, person, or a third party, except for the purpose of performing Services specified in the Terms of Use, or to the extent such disclosure is required by law. Dalet may disclose Personal Data required by law only after (i) notifying the relevant Customer Affiliate of the legal requirement prior to disclosing any such Personal Data; and (ii) taking steps to ensure that only the information that is legally required is disclosed. Dalet certifies that it understands and will comply with the restrictions of this section.
- 1.5. The Customer agrees that Dalet and / or its authorized subcontractors may transfer Personal Data outside the European Union. Dalet undertakes in this context to take all appropriate safeguards to ensure the protection of the Customer's Personal Data in application of applicable law and regulations, including by concluding binding agreements incorporating the standard contractual clauses of the European Commission.

**2. Data processing implemented by Dalet as part of its contractual relationship with the Customer**

- 2.1. For the performance of the Agreement, Dalet is collecting and processing personal data (as defined by article 4.1 of Regulation 2016/679 of the GDPR) regarding the Customer's employees and representatives in order to manage the

contractual relationship. In this context, Dalet is implementing a data processing compliant with applicable data protection laws, which purposes are the management of clients (including management of the agreement, invoicing, accounting and more generally the contractual relationship). The data processing implemented in this context is based on Dalet's legitimate interests, as the data processing is necessary for the performance of the contractual relationship and the fulfillment of Dalet's legal obligations.

2.2. The personal data collected and processed in this context:

- are retained for the duration of the contractual relationship and the applicable statute of limitation;
- can be communicated to other affiliates of Dalet and/or to third party providers acting on behalf and under the instructions of Dalet to deliver the services and support ;
- can be transferred outside the European Union in order to deliver the services, maintenance and support. Where personal data is transferred outside the European Union, Dalet implements appropriate safeguards in compliance with applicable data protection law, including the execution of Standard Contractual Clauses approved by the European Commission.

2.3. According to applicable data protection law, the Customer's employees and representatives have a right of access, to rectification, to erasure, to restriction of processing, to data portability and to object to the processing. In order to exercise these rights, Dalet and/or its employees and representative can send a request to: [privacy@dalet.com](mailto:privacy@dalet.com). Finally, the Customer's employees and representatives can also lodge a complaint in front of competent supervisory authority.

2.4. If the Customer and/or its employees have any question regarding the data processing implemented, they can contact Dalet Legal at [privacy@dalet.com](mailto:privacy@dalet.com).

## **Appendix - Particulars of the data processing carried out by Dalet on behalf of the Customer**

### **Subject-matter of the Processing**

*The Personal Data are processed in the context of performing the following Services or making the following supplies: Operation, services, hosting, environment management and maintenance and support of the Dalet SaaS services listed in this Agreement and its schedules*

### **Nature and Purposes of the Processing**

*The Personal Data will undergo the following core processing activities: Collection; Organisation; Consultation; Comparison; Hosting; IT maintenance and support; hosting, storage, environment management, and support and maintenance services to the Customer. In the course of these operations, access to controller's databases and the software system may become necessary. In theory, access to personal data hosted in the software system is possible. However, the processing of this data is not the purpose of this agreement, but only a side effect*

### **Duration of the Processing**

*The Personal Data will be processed for the Term defined in the Agreement; and at the choice of the Customer and upon having given 30 days prior written notice to Dalet, Dalet shall, upon written instruction from the Customer, delete or return all data to the Customer after the end of the provision of services relating to processing, unless the applicable regulations and/or Union or Member State law requires storage of the personal data or that their retention is necessary for the establishment, exercise or defence of legal claims in court.*

### **Categories of Data Subjects**

*The Personal Data processed concern the following categories of data subjects*

- *Employees of data Controller and of Dalet group of companies involved in technical, support and maintenance operations*
- *Users of Dalet software solutions at data Controller, including employees of Data Controller, freelancers;*
- *Persons inserted by users of the Dalet solutions at Data Controller as points of contact (media source, users' contacts, etc) in the dedicated functionalities of the Dalet software solutions;*
- *Persons being subject to media contents downloaded in the Dalet software solutions.*

## **Categories of Data concerned**

*The Personal Data processed concern the following categories of data (which may include the following specific categories of data):*

- *Identification of final users of the Dalet software solutions, Customer's representatives including employees, service-providers and staff, of points of contact whose contact details have been input by users of the Dalet software solutions, of persons being subject to media contents downloaded in the Dalet software solutions, of employees of data controller and of Dalet group of companies involved in maintenance and support activities, including name, surname, title, address, phone numbers, email address, position, company, etc.;*
- *Media contents including photos, audio and videos being downloaded in the Dalet software solutions;*
- *Logs of the software solution, including IP addresses and technical data associated to maintenance and support tickets;*
- *Metadata.*
- *Special categories of data: N/A, it being specified that some media contents may contain special categories of data.*