



SOFTWARE AS A SERVICE (“SaaS”) 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 (the “Services”). By using the Services, you agree to these Terms, which may be updated by Dalet from time to time.

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

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement, and in addition to those terms which are defined elsewhere in the body of the document, the terms defined hereinafter, beginning with a capital letter or otherwise and when used in the singular or the plural, shall have the following meaning (unless the context requires otherwise):

“**Affiliates**” shall mean any entity that controls, is controlled by, or shares common control with another entity, with at least 51% ownership interest.

“**Agreement**” shall mean this document, its schedules and any amendments hereto as well as any Purchase Order.

“**Authorised Users**” shall mean Your users who are authorised to use the Dalet SaaS Service in accordance with the conditions set out herein, as indicated in the relevant Order Form.

“**Bespoke Software**” means all bespoke software scripts for the Product, developed and supplied by Dalet to Company.

“**Customer Bespoke Software**” means all bespoke software scripts for the Product developed by Company or third-party contractors of Company. “**Credits**” shall mean the usage included with the subscription and specified in the Order Form

“**Customer Content**” shall mean any content, in whatever form, uploaded by You on the Dalet SaaS Service and/or available on the Dalet SaaS Service and any data resulting therefrom.

“**Customer VPC**” shall mean the Virtual Private Cloud provided by You or via a third party hosting provider engaged by You.

“**Dalet API**” shall mean 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 Dalet SaaS Services and its database.

“**Dalet SaaS Service**” shall mean the Software hosted on the Managed Infrastructure, the Support and Maintenance Services accessible by Authorised Users through the login page / using a User Identifications (as defined in article 7.2 herein), as ordered by You under an Order Form, including its Improvements.

“**Deliverables**” shall mean the paper documents and/or any software development performed by Dalet under the Professional Services and expressly identified in the corresponding Order Form.

“**Documentation**” shall mean the online user manuals describing the features and functionalities of the Dalet SaaS Service, the backup, support and maintenance procedures of the Dalet SaaS Service that Dalet provides for users, as updated by Dalet from time to time.

“**Error**” shall mean any error or abnormal behavior in the Dalet SaaS Services.

“**Fee(s)**” shall mean the amount payable by the Customer for the Licence (the “**Licence Fee(s)**”) and the provision of the Professional Services (the “**Services Fee(s)**”), as indicated in an Order Form. The Licence Fees comprises recurring, yearly subscription fees (the “**Subscription Fee(s)**”) and additional fees based on the Licence usage of the Customer (“**Consumption Fee(s)**”), as further detailed in article 10 herein.

“**Improvements**” shall mean new features, functionalities, enhancements, upgrades and corrections to the Dalet SaaS Service made generally available by Dalet to its customers.

“Managed Infrastructure” shall mean the hosting services provided by Dalet, via a third party hosting provider (one of Amazon Web Services, Google Cloud Platform, or Microsoft Azure)

“Professional Services” shall mean the integration, installation, customization services, as well as training, workflow analysis and project management services as may be ordered by You pursuant to an Order Form.

“Order Form” shall mean the document by which You order from Dalet the Dalet SaaS Services and/or the Professional Services, which shall be governed by these Terms and any additional terms and conditions incorporated in the Order Form, if applicable.

“Software” shall mean the software published by Dalet and/or its suppliers, identified in the Order Form, which may include fully embedded third party software components.

“Support and Maintenance Services” means the ongoing customer support services provided by Dalet for the Software, as such term is commonly used in the software industry.

2. PURPOSE

The purpose of this Agreement is to set out terms and conditions in accordance with which Dalet shall provide to You (i) the right to access and use the Dalet SaaS Service and (ii) the Professional Services as may be ordered by You pursuant to an Order Form, in accordance with the conditions set out hereinafter.

The various features and functionality of the Dalet SaaS Service are further defined in the Order Form. You may at any time order from Dalet any existing additional services, features and functionality of the Dalet SaaS Service by the issuance of an Order Form, subject to the corresponding additional License Fee, if applicable (and Services Fee if any) and, if applicable, additional terms and conditions as set forth in the Order Form.

3. CONTRACTUAL DOCUMENTS

In the event of a conflict between the following documents, the document appearing in the higher position in the following list shall take precedence over the subsequent documents, in the following order of priority:

- This document, including its Schedules, and any amendments thereto;
- The Order Form, including its/their Schedules and any amendments thereto.

Contractual documents may only be changed by a written amendment signed by the authorized representatives of both Parties.

The Agreement sets out the entire agreement between the Parties in relation to its subject-matter. It cancels and replaces any prior written or verbal agreement, statement, negotiation, undertaking or communication and any general purchasing terms and conditions of the Customer, regardless of the date thereof and/or the medium of communication.

4. TERM

Your initial subscription period (“Subscription Term”) will be specified in your Order Form, and, unless otherwise specified in your Order Form, Your subscription will automatically renew at the end of each Subscription Term for the shorter of the initial Subscription Term, or one year. To prevent renewal of the Subscription Term, You must provide Dalet with written notice at least 60 days prior to the end of then current Subscription Term.

5. SCOPE OF THE LICENCE

5.1. Subject to the terms and conditions of this Agreement and any Order Form, and as consideration for the payment of Fees provided in article 10 herein, Dalet hereby grants to You a right to access and use the Dalet SaaS Service on a non-exclusive, non-transferable and non-sublicensable basis, for Your own internal business purposes only, for the Term of the Agreement. In case You are also granted licensing rights to one or more Dalet APIs, as evidenced by an Order Form, and subject to the terms and conditions herein, including payment of the applicable fees, Dalet hereby grants You a non-exclusive, non-sublicensable, non-transferable (except as expressly provided herein) license to use the Dalet API.

5.2. Such right to access and to use the Dalet SaaS Service shall include in particular a right for You to allow Your Authorised Users, as defined in the Order Form, to access and to use the Dalet SaaS Service in accordance with the conditions of this Agreement and its Documentation. You undertake to comply and to ensure that the Authorised Users comply with all the conditions governing the use of the Dalet SaaS Service and the terms of this Agreement.

5.3. Subject to what is expressly authorised in this Agreement, You shall not, and shall ensure that Your Authorised Users do not (a) disassemble, reverse engineer, decompile or otherwise attempt to derive any part of the Dalet SaaS Service, Dalet API or Third Party Code (as defined in article 6.6.

below) source code from object code, except to the extent expressly permitted by applicable law despite this limitation (b) use, copy, modify, lease, sublicense (except as per article 5.4 below), sell, transfer, distribute, transmit or provide the Dalet SaaS Service (including through the Dalet API) or Third Party Code to any third party or anyone without a User Identification, (c) use, copy, modify, lease, sublicense, sell, transfer, distribute, transmit or otherwise provide access to or use of the Dalet API, except for Your own internal use pursuant to the terms of this Agreement, or (d) provide a third party with the results of any functional evaluation, benchmarking or performance tests, without Dalet's prior written approval; (e) attempt to disable or circumvent any of the licensing mechanisms within the Dalet SaaS Service or Third Party Code, if any; (f) create any derivative work of the Dalet SaaS Service or Third Party Code or remove any product identification, copyright, trademark or other notice from the Dalet SaaS Service or Third Party Code; (g) interfere with or disrupt the performance of the Dalet SaaS Service (e.g. by penetration testing, massive operations such as uploads, downloads, restores without prior notice to Dalet); (h) violate any other usage restrictions contained in the Dalet SaaS Service or Third Party Code installation instructions or release notes; or (i) access to or use of the Dalet SaaS Service (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 Dalet SaaS Service (or the data contained therein); or (v) to gain unauthorized access to the Dalet SaaS Service (including unauthorized features and functionality) or its related systems or networks. Any Third Party Code provided with the Dalet SaaS Service may be used only with the Dalet SaaS Service and only in accordance with article 5 of this Agreement. The Dalet SaaS Service must be used solely for the purposes and in the manner described in the Documentation.

5.4. Subject to the terms of this Agreement, and to full payment of the Services Fees, Dalet grants You a non-exclusive, non-transferable, worldwide license to reproduce, perform, display, create derivative works of, and otherwise use internally the Deliverables in connection with the Dalet SaaS Services and for the term of this Agreement.

5.5. Method of delivery. You acknowledge and agree that the licensed Software and Documentation subject to this Agreement which

are intended to be delivered to You in the United States of America, will be delivered by Dalet to You, either (i) through online access or electronic transmission or download from the Internet, or (ii) Installation by Dalet on the relevant equipment of Customer with retention by Dalet of all tangible media on which such Licensed Software or Documentation resides. All invoices shall specify the delivery method, as set forth herein for any Licensed Software or Documentation provided to You (e.g., electronic delivery.)

6. PROVISION OF THE DALET SAAS SERVICE

6.1. The Dalet SaaS Services include the features and functionalities applicable as ordered by Customer in the Order Form. Except in the case of a Customer VPC, Dalet will host the Dalet SaaS Service and may update the features, functionality, and user interface of the Dalet SaaS Service from time to time in its discretion. Dalet will make reasonable efforts to communicate online to Customer via the Dalet online tools any scheduled changes that Dalet believes are likely to have a material adverse impact on Customer's use of the Dalet SaaS Service. Dalet will not materially decrease the functionality of the Dalet SaaS Service during the Term of the Agreement.

6.2. Unless agreed otherwise in the Order Form, In the case that You have a Customer VPC, You will be responsible for updating the Software according to the provided deployment instructions, performing the maintenance, and monitoring the platform.

6.3. Future Features and Functionality. Dalet may release improvements and other features and functionality in its discretion. Some features and functionality may be available only with certain versions or editions of the Dalet SaaS Service, subject to additional fees, or subject to additional terms and conditions. Customer agrees that its subscription to the Dalet SaaS Service and fees due and paid under this Agreement are not contingent on the delivery of any future functionality or functions.

6.4. Hosting services are provided by third parties and are subject to the applicable terms and conditions also for the level of hosting services selected by Customer. Such terms and conditions are available from the third party hosting provider and subject to change. You hereby acknowledge and agree that (i) the third party hosting provider shall be solely responsible for the provision of the hosting services and the implementation of industry-standard physical and data security systems designed to ensure the security of said hosting services, that (ii) Dalet shall not be liable

for a breach by any third party hosting provider of its terms and conditions or any change to the third party hosting provider terms and conditions, and that (iii) Dalet reserves the right to change third-party hosting provider after giving due notice to You.

- 6.5. During the Term of the Agreement, Dalet will provide support for the Dalet SaaS Service by phone, email and through our support portal. Unless You have selected an upper service plan specified with the Order Form, Phone and email support is available during Normal Business Hours. "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. Dalet accepts email and support questions through the portal 24 Hours per Day x 7 Days per Week. Dalet attempts to respond to email and support questions through the portal within one business day. In order to expedite the resolution of any issues with the Dalet SaaS Services, You will provide all information necessary to help Dalet track, prioritize, reproduce, investigate, and resolve the issue. Dalet does not promise or guarantee any specific response time. Issues resulting from Your use of API's or Your modifications to code in the Dalet SaaS Services may be outside the scope of support.
- 6.6. You will provide information and access to Your resources as reasonably required for Dalet to provide any support. Dalet will be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Your failure to perform such obligations.
- 6.7. Dalet will not provide support for Dalet SaaS Services used by You in a manner not consistent with the Documentation or in violation of this Agreement or for failures or downtime due to any factors beyond Dalet's reasonable control. 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
- 6.8. In order to perform maintenance, including infrastructure and application upgrades, there will be routinely scheduled down time. Dalet will notify You of such downtime in advance. In the event that Dalet, in its sole discretion, determines that any unscheduled maintenance is necessary, Dalet will use commercially reasonable efforts to notify Customer as soon as it becomes aware of such need.

- 6.9. Usage restrictions. Use of the Dalet SaaS Service may be subject to usage restrictions (such as amount of processed content, number of Authorized Users etc.) specified in the Order Form.

- 6.10. The Dalet SaaS Service 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**"). Open Source Software may be identified in the Documentation or elsewhere by Dalet, or the Customer may request in writing a list of such 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 this Agreement with respect to such Open Source Software, including any provisions related to copying, reverse engineering, or source code.

7. CONDITIONS GOVERNING ACCESS TO THE DALET SAAS SERVICE

- 7.1. The Customer shall be solely responsible for access to the Dalet SaaS Service and it shall be incumbent upon the Customer to take all measures to maintain such access. Dalet shall not be liable in the event of any failure to access the Dalet SaaS Service due to a hardware defect or the internet access of the Customer.

- 7.2. The Dalet SaaS Service shall be accessed by means of user identifications provided by Dalet (referred to hereinafter as the "**User Identifications**"). You must create via the Dalet SaaS Service User Identifications for each one of Your Authorised Users or assign the Dalet-provided User Identifications to Authorised Users. The Authorised Users must use the User Identifications provided to them whenever they log on. If You exceed any limit (e.g. number of Authorized Users or of functionality and features, entities, amount of processed content, credits, or any other metric used by Dalet), You shall promptly notify to Dalet and promptly work with Dalet to change its usage to comply with the limit. If You fail to do so or notify Dalet of Your intent to increase the usage limit, You will execute an Order Form and/or pay the invoices issued by Dalet for the usage excess. You shall not allow User Identifications to be shared or used by more than one individual Authorized User (except that User Identifications may be reassigned to new Authorized Users replacing individuals who no longer use the Dalet SaaS Service for any purpose, whether by termination of employment or other change in job status or function).

- 7.3. You shall ensure the confidentiality of such User Identifications.
- 7.4. You shall be solely responsible for (i) any use of the Dalet SaaS Service by its Authorised Users; and/or (ii) for all activity occurring under the User Identifications, and/or (iii) for complying with any laws applicable to Customer's use of the Dalet SaaS Service. You shall monitor access of the Authorised Users to the Dalet SaaS Service and ensure that they use it in compliance with the Agreement and any Order Form.
- 7.5. You must inform Dalet forthwith in the event of any potential misuse of the User Identifications of one or more of its Authorised Users or on the occurrence of a security breach related to the User Identifications.
- 7.6. While Dalet will take standard industry measures to safeguard all Customer Content stored using the Dalet SaaS Services, You agree to keep a separate back-up copy of all Customer Content. Dalet is not responsible for (i) unauthorized access to Customer's Content, or (ii) damages arising out of unauthorized access, (iii) hosting services provided by third-part hosting provider.

8. PROFESSIONAL SERVICES

- 8.1. Dalet may perform Professional Services, as may be ordered by the Customer. Such Professional Services shall be further described in the relevant Order Form. Professional Services are separate from the Dalet SaaS Service which is not dependent on any Professional Services. Such Professional Services may include, *inter alia*, integration, installation, customization services, as well as training, workflow analysis and project management services.
- 8.2. Professional Services performed by Dalet shall be subject to acceptance by the Customer, as further provided in the Order Form. Unless expressly provided otherwise in the relevant Order Form, use, by the Customer, of the Deliverables developed under the Professional Services shall be considered as acceptance, without reservations, of said Deliverables and Professional Services. Likewise, in case Customer does not expressly accept, make reservations or refuse the Deliverables within ten (10) days of their delivery, such Deliverables and Professional Services shall be deemed accepted by the Customer without reservations.
- 8.3. Dalet shall own all right, title and interest, including all proprietary rights and other intellectual property

rights in any and all tools, routines, programs, designs, technology, ideas, know-how, processes, formulas, scripts, techniques, improvements, inventions and works of authorship which are made, developed or conceived by Dalet or its consultants in connection with any workflows or APIs produced under this Agreement or such programming or other Services related to the Dalet SaaS Service which has general applicability to Dalet Customers apart from the Services performed for Customer (collectively, the "Dalet Property"). Upon completion, such Dalet Property is hereby licensed to Customer pursuant to these Terms.

9. CUSTOMER OBLIGATIONS

- 9.1. You undertake to collaborate actively and in good faith with Dalet and in particular to provide it with and/or to allow it to access any information, documents or other items required to provide the Dalet SaaS Services and/or the Professional Services. The provision of the Professional Services by Dalet shall be dependent on cooperation being extended by You in good time and to the fullest extent possible and on the accuracy and completeness of any information provided by You.
- 9.2. The hardware, equipment, software, hosted service, infrastructure and operating environment, and information media which the Customer uses and/or provides in the context of accessing the Dalet SaaS Service(s) and the provision of the Professional Services must comply with all the prerequisites notified by Dalet and remain under the Customer's sole and exclusive responsibility. In any event, the Customer undertakes to observe the specifications notified to it by Dalet over the term of the Agreement.
- 9.3. The Customer is solely liable for any Customer Content uploaded on the Dalet SaaS Service. The Customer shall perform regular, periodic backups of (i) all data and Customer Content uploaded on and/or available on the Dalet SaaS Service and (ii) all data, information and content resulting therefrom.

10. FINANCIAL TERMS AND CONDITIONS

- 10.1. For the provision of the Dalet SaaS Service and/or the Professional Services, the Customer will pay to Dalet the Fees as provided in the Order Form.
- 10.2. Unless provided otherwise in an Order Form, (i) subscription fees will be invoiced annually and are payable by the Customer upfront, and (ii) consumption fees, if applicable, will be invoiced by Dalet monthly or quarterly at Dalet's discretion,

based on the Customer's actual use of the Dalet SaaS Service for the preceding month.

- 10.3. All Fees payable under this Agreement are exclusive of sales, use, VAT, customs duties, excise, levies, withholding tax and any other applicable transaction taxes, which the Customer will pay (excluding taxes based upon the net income of Dalet).
- 10.4. Should the Customer fail to pay any Fee by its due date, any amount due to Dalet will bear interest at a rate of 1% monthly, or the maximum interest rate allowed by applicable law, whichever is lower, from the first day on which payment is late. In addition, should any invoice not be settled by the Customer by its due date, Dalet reserves the right, applicable 15 days after sending a written notice to the Customer requiring to pay all outstanding amounts, to suspend Your access to the Dalet SaaS Services and/or the performance of the Professional Services until such time as the invoice is settled in full, without prejudice to any other right of Dalet hereunder.
- 10.5. 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.
- 10.6. Dalet reserves the right to increase or changes fees in any Subsequent Terms by providing Customer with at least ninety (90) days' prior written notice to the renewal date.

11. INTELLECTUAL PROPERTY

- 11.1. The Customer acknowledges that Dalet (and/or its supplier or licensors) own all right, title and interest to the Dalet SaaS Service, including all Improvements, modifications and any derivative works based on the Dalet SaaS Service, as well as on any Deliverables developed under the Professional Services, and including all proprietary rights and other intellectual property rights. This Agreement does not constitute in any way a sale or transfer of all or part of Dalet's intellectual property rights in the Dalet SaaS Service and/or Professional Services. The use of the Dalet SaaS Service may not be construed as conferring upon the Customer any rights in the Dalet SaaS Service other than those expressly licensed in accordance with the terms hereof. Dalet reserves all rights not expressly granted by it to Customer under this Agreement.
- 11.2. The Customer shall remain the owner of all right, title and interest, including all intellectual property right, in the data, information and documents

uploaded on the Dalet SaaS Service(s) in the context of this Agreement (referred to hereinafter as the "**Customer Content**"). Dalet may not claim any right in the Customer Content, provided that Customer hereby grants Dalet a worldwide, non-exclusive license to host, copy, process, transmit and display the Customer Content as necessary for the provision of the Dalet SaaS Service and/or Professional Services, as the case may be, in accordance with this Agreement.

- 11.3. Unless otherwise specified in the License Agreement, You hereby grant to Dalet a nonexclusive, royalty-free, worldwide license (i) to use and display all Customer Content that You provide to Dalet or that are otherwise uploaded to or captured by the Platform through Your use of the Platform and Services to provide the Services and perform its obligations under this Agreement, directly or through its third party service providers, (ii) to share such Customer Content with Dalet's third party service providers (and, where applicable, with Your third party Representatives) in connection with Dalet's provision of the Dalet SaaS Service to Licensee, and (iii) to create aggregated or redacted forms of Customer Content that do not identify You or any of Your users for Dalet's business purposes, including improvements and enhancements to the Dalet SaaS Service.
- 11.4. During the Term, You may provide Dalet with such written evaluations, comments and/or suggestions (collectively, "Feedback") regarding the Dalet SaaS Service. You acknowledges and agrees that any Feedback provided to Dalet by You hereunder shall be deemed to be owned by Dalet and You hereby assign all right, title and interest in and to such Feedback to Dalet and acknowledge that Dalet will be entitled to, without limitation, implement and exploit any such Feedback in any manner without any restriction or obligation. Notwithstanding the foregoing, You acknowledge that Dalet is not obligated to act on any such Feedback.

12. WARRANTY

- 12.1. Subject to the terms of this Article 12, Dalet warrants that the Dalet SaaS Service will perform substantially in accordance with its Documentation for a period of ninety (90) days from the first use of the Dalet SaaS Service, provided that the Dalet SaaS Service is used in accordance with the terms of this Agreement. If the Dalet SaaS Service is non-compliant and if the Customer notifies such non-compliance to Dalet within the warranty period, Dalet shall endeavour to correct such non-compliance. Customer's sole and exclusive remedies for any breach of this

warranty shall be to have Dalet use commercially reasonable efforts to (i) correct the non-compliance at no additional charge for Customer; or (ii) provide a work around solution; within a reasonable period, not to exceed thirty 30 days from Dalet's receipt of a written notification of such defect (the "Cure Period"). Customer shall pay Dalet on a time and materials basis based on Dalet's then-current rates for any work performed by Dalet to resolve a purported defect in the Dalet SaaS Service that is later determined not to have been caused by a defect in the Dalet SaaS Service. If Dalet is unable to comply with its warranty obligations within the Cure Period then Customer's sole and exclusive remedy shall be the right to terminate the applicable Order Form by giving written notice to Dalet within ten (10) days following the end of the Cure Period. In such event, Customer shall be entitled to a full refund on a prorata basis of the Subscription Fees prepaid by Customer under such Order Form, that are unused as of the termination effective date.

12.2. You acknowledge that You shall be liable for the Customer Content which You upload on the Dalet SaaS Service and warrant that You holds all the rights and authorisations necessary to make use of the Customer Content and that it has paid any and all related fees and payments. You undertakes to defend and hold harmless Dalet against any legal action or claim alleging that the Customer Content and/or applications that You develop using the Dalet API infringe the rights of third parties, including intellectual property rights, provided that Dalet informs the Customer promptly that such a claim or legal action has been brought.

12.3. Notwithstanding anything herein to the contrary, Customer acknowledges and agrees that Dalet give no warranty and shall have no liability whatsoever for any use Customer makes of the Dalet API. Customer shall indemnify and hold harmless Dalet from any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from Customer's use of the Dalet API.

12.4. Moreover, You represent, warrant and covenant that the applications that You develop using the Dalet API will not interfere with or adversely impact the operation or performance of the Dalet SaaS Service ("Customer Problems"). Notwithstanding anything herein to the contrary, the Customer shall be solely responsible, at its own expense, for correcting any Customer Problems. Whether an issue constitutes a Customer Problem shall be determined by Dalet in its reasonable judgment. Upon notice from Dalet, the Customer shall, at its own expense, promptly correct all Customer Problems.

12.5. If a third party asserts a claim against Customer asserting that Customer's use of the Dalet SaaS Service in accordance with the Agreement violates that third-party's patent, trade secret or copyright ("Infringement Claim"), then Dalet will, at its own expense: (i) defend or settle the Infringement Claim; and (ii) indemnify Customer for any damages awarded against Customer by a final and binding judgment, but only if: a) Customer promptly notifies Dalet of any Infringement Claim, b) Dalet retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and c) Customer provides all reasonable assistance requested by Dalet. This warranty does not apply if the Infringement Claim is based on (i) the use of the Dalet SaaS Service in combination with products or software not supplied or approved by Dalet or in the Documentation, and/or (ii) any unauthorized modification of the Dalet SaaS Service, and/or (iii) Customer's specifications or instructions under Professional Services. This provision contains Customer's exclusive remedies and Dalet's sole liability for Infringement Claims. Dalet disclaims all liability related to Infringement Claims which arise from Open Source Software.

12.6. Furthermore, if Dalet considers that a claim or legal action may prevent the Customer from using the Dalet SaaS Service, it shall endeavour: (i) to obtain the rights necessary to ensure that the Customer is able to continue to use the Dalet SaaS Service; or (ii) to modify or replace the Dalet SaaS Service with an equivalent service. If Dalet considers that such options are not feasible, it may terminate the concerned module or functionality of the Dalet SaaS Service and/or terminate the Agreement and reimburse the Customer, as the case may be, any amount paid in advance, *pro rata temporis* of the remaining Term, as the case may be, for the concerned module or functionality of the Dalet SaaS Service.

12.7. **EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, DALET AND ITS LICENSORS MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE DALET SAAS SERVICE AND/OR THE PROFESSIONAL SERVICES AND/OR DALET API, OR ANY OTHER DOCUMENTATION, THIRD PARTY SOFTWARE OR OTHER PRODUCTS OR SERVICES (SUCH AS THIRD PARTY BROKERED SERVICES), AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. DALET AND ITS LICENSORS DO NOT**

WARRANT THAT THE OPERATION OF THE DALET SAAS SERVICE AND/OR DALET API WILL BE UNINTERRUPTED, FULLY SECURED, VIRUS FREE, ERROR FREE OR FULLY ACCURATE OR THAT ALL DEFECTS CAN BE CORRECTED. IT IS ALSO SPECIFIED THAT THE INTERNET AND IT AND TELECOMMUNICATIONS SYSTEMS ARE NOT FREE OF ERRORS AND THAT DISRUPTIONS, DELAYS AND BREAKDOWNS MAY OCCUR. DALET CANNOT GIVE ANY WARRANTIES IN THIS REGARD AND MAY NOT THEREFORE BE HELD LIABLE FOR ANY DAMAGE CAUSED BY USE OF THE INTERNET AND IT AND TELECOMMUNICATIONS SYSTEMS. DALET MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO (I) ANY THIRD PARTY SOFTWARE THAT IS NOT INCORPORATED INTO THE DALET SAAS SERVICE AS PER THE APPLICABLE ORDER FORM, OR WITH REGARD TO (II) HOSTING PROVIDER HOSTING SERVICES. MOREOVER, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DALET API IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

13. LIABILITY

13.1. Nothing in this Agreement (or any Order Form) shall limit or exclude either Party's liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) gross negligence or willful intent (iv) any other liability that cannot be excluded or limited by law.

13.2. Subject to article 13.1:

- i. Except for a breach of a party's confidentiality obligations, a breach of Section 5.3 by Customer, or infringement claims under Section 13.5, in no event shall either Party be liable for any special, indirect, incidental, consequential or punitive losses or damages, or for losses or damages for any lost revenues, profits, business, data or goodwill, even if such Party has been advised or made aware of the possibility of such losses or damages and regardless of whether the claim is based on performance or non-performance of any software, breach of contract or warranty, negligence or other tort, strict liability, or other theory of liability. Moreover, Dalet shall have no liability for damages, delay or interruptions of the Dalet SaaS Service which are caused by third party hosting providers;
- ii. in no event will Dalet be liable to Customer 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, indirect, incidental, consequential 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.

13.3. Except for infringement claims as per article 12.5, and subject to Article 13.1, Dalet's total aggregate liability to Customer under this Agreement shall not exceed, in any event, the value of the amounts paid and/or due by Customer under this Agreement for the Dalet SaaS Service or the Professional Service concerned by said breach (as applicable) during the twelve (12) months preceding the breach.

13.4. Each Party acknowledges that the limitation of liability set forth in this Article 13 reflects the allocation of risk between the Parties and the economic balance under this Agreement, and that the fees charged for the Dalet SaaS Service and/or the Professional Services are based on this allocation of risks and these limitations of liability.

13.5. Dalet shall be relieved from any liability in case of Customer's breach of its obligations, and/or third party event and/or force majeure event.

14. FORCE MAJEURE

14.1. On the occurrence of an event of force majeure, as defined by applicable law (including but not limited to computer related attacks, hacking, acts of terrorism and/or strikes), resulting in one of the Parties being temporarily prevented from performing its obligations hereunder, the respective obligations of the Parties shall be suspended and neither Party shall incur any liability on this basis.

14.2. If the event of force majeure subsists for more than thirty (30) consecutive days and/or if, immediately upon its occurrence, it results in one of the Parties being definitively prevented from performing its obligations hereunder, either Party shall be authorised to terminate the Agreement as of right, by registered letter with acknowledgement of receipt, without either Party incurring any liability on this basis.

15. CONFIDENTIALITY

15.1. All information or data, in any form and on any medium whatsoever, disclosed by one of the Parties (referred to hereinafter as the "**Disclosing Party**") to the other Party (referred to hereinafter as the "**Receiving Party**") in the context of the Agreement which is marked as confidential or

which may be reasonably viewed as being confidential by the Receiving Party, taking into account the nature of the information disclosed and the circumstances of its disclosure, shall be deemed confidential hereunder.

- 15.2. Throughout the Term of the Agreement, the Parties undertake mutually not to make use of Confidential Information for any purposes other than the performance of this Agreement and not to disclose Confidential Information to third parties, without having priorly obtained the written consent of the Disclosing Party.
- 15.3. Confidential Information does not include information that Receiving Party can show: (a) was rightfully in the Receiving Party's possession without any obligation of confidentiality before receipt from the Disclosing Party; (b) is or becomes a matter of public knowledge through no fault of Receiving Party; (c) is rightfully received by Receiving Party from a third party without violation of a duty of confidentiality; or (d) is or was independently developed by or for the Receiving Party.
- 15.4. Each Party undertakes to preserve the confidentiality of the Confidential Information received by it from the other Party and to take any measure necessary to protect it against any unauthorised disclosure.
- 15.5. The duty of confidentiality imposed by this clause shall remain in force for a period of three (3) years from the termination of the Agreement for any reason whatsoever.

16. PUBLICITY

- 16.1. Customer agrees to keep confidential the terms and conditions of this Agreement; provided that the existence of this Agreement shall not be considered confidential. Dalet may issue press releases regarding the existence of this Agreement and may use Customer's logo and name in Dalet's promotional materials and on Dalet's web site solely for purposes of publicizing the existence of this Agreement.

17. TERMINATION

- 17.1. Either Party may terminate the relevant Order Form for cause (or the Agreement if the breach concerns the entire Agreement and/or all Order Forms) by giving written notice to the other Party in case the other Party materially breaches any of its obligations hereunder and fails to remedy or fails to propose an acceptable remediation plan to such material breach within thirty (30) calendar days following the receipt of a written notice

describing in reasonable detail the breach and requiring the defaulting Party to cure such breach. In such a case, termination shall be without retroactive effect (thus only for the future) and without prejudice to the rights of the non-defaulting Party to claim damages.

- 17.2. Moreover, to the extent permissible under applicable law, if Customer is declared insolvent or bankrupt or if an assignment of its property is made for the benefit of creditors or otherwise, then Dalet may, by giving Customer written notice thereof, terminate the Agreement as of the date specified in such notice.
- 17.3. Should this Agreement come to an end for any reason whatsoever, the Customer shall immediately refrain from any further use of the Dalet SaaS Service and undertakes to return to Dalet any element its possession belonging to Dalet within fifteen (15) days of the end of the Agreement.
- 17.4. Articles 11, 12, 13, and 15 of the Agreement shall survive any expiration and/or termination of this Agreement.
- 17.5. Subject to the exclusive remedy provisions in this Agreement, (i) if Customer terminates an Order Form or this Agreement for a material breach uncured, then Customer will be entitled to a refund, on a prorata basis, of any prepaid Subscription Fees that are unused as of the termination date; and (ii) if Dalet terminates an Order Form or this Agreement for an uncured material breach, all amounts owed by Customer will become due.

18. AUDIT

- 18.1. Dalet may, after informing You thereof in writing, subject to a minimum notice period of fifteen (15) days, carry out or have carried out at its own expense by an independent third party an audit of Your use of the Dalet SaaS Services, in order to verify Your compliance with its contractual obligations.
- 18.2. If the audit reveals one or more unauthorised uses of the Dalet SaaS Service, You (i) undertakes to pay to Dalet the fees corresponding to such unauthorised use(s) on the basis of Dalet's applicable price on the date of such audit, and (ii) shall reimburse Dalet of the costs of the audit.
- 18.3. The implementation of the procedure described above shall be without prejudice to any right of Dalet and notably to suspend or terminate this Agreement as set forth herein and to claim any

damages to which Dalet may otherwise be entitled.

19. EXPORT

19.1. You will cooperate with Dalet as reasonably necessary to permit Dalet to comply with the laws and administrative regulations of all relevant countries, relating to the control of exports of commodities, software and technical data (“**Export Laws**”), Customer will not use, import, nor export or re-export directly nor indirectly (including via remote access), any part of the Dalet SaaS Service and/or Professional Services into or to any country for which a validated license is required for such use, import, export or re-export under applicable Export Laws without first obtaining such a validated license.

20. REVERSIBILITY

20.1. Upon expiry or termination of the Agreement for any reason whatsoever, and for a period of thirty (30) days therefrom, Dalet shall, upon request by Customer, return to Customer any and all existing Customer Content), in a readable format to be determined by Dalet and subject to Customer’s prior written approval of Dalet’s cost estimate for the reversibility services, which will include Dalet’s costs and third party hosting provider’s costs in relation to returning the Customer Content to Customer.

20.2. It is hereby expressly agreed that after this thirty (30) day period, Dalet will be entitled to destroy any and all Customer Content and/or any copies thereof.

21. PERSONAL DATA PROTECTION-ACCEPTABLE USE

21.1 The Parties undertake to comply with obligations set out in Schedules 1 and 2 relating to the collection and processing of personal data in the context of this Agreement.

21.1. Acceptable Use. You will comply with our Acceptable Use Policy (<https://www.dalet.com/legal/aup>).

21.2. Privacy Policy. You hereby accept the Dalet Privacy Policy (<https://www.dalet.com/legal>).

22. SECURITY POLICY

22.1. Dalet may take all necessary steps to protect the security and availability of the Dalet SaaS Service, including by suspending temporarily the access to the Dalet SaaS Service (e.g. in case of a cyberattack etc.).

22.2. Customer acknowledges that some of the Dalet SaaS Services may be performed by Dalet or its third-party suppliers outside the country(ies) where the services are obtained, and information pertaining to Customer’s use of the Dalet SaaS Services may be incorporated into Dalet’s global database(s) to assist Dalet in providing the Dalet SaaS Services, subject to Schedule 1.

23. ASSIGNMENT – SUB-CONTRACTING

23.1. Neither Party may assign or transfer all or any of the rights granted and/or the obligations imposed by this Agreement without the prior written consent of the other Party, provided that Dalet may assign this Agreement (together with any Order Form) to its Affiliates or to a third party in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of its assets. However, Dalet is authorised to sub-contract all or any of its obligations imposed by this Agreement, it being provided that Dalet shall remain liable for the performance of its obligations hereunder.

24. ADDITIONAL PRODUCTS AND TERMS

24.1. Certain software components of the Dalet SaaS Service are supplied pursuant to license agreements from third parties, and You agree that Your use of the Dalet SaaS Service shall be subject to the provisions of such third party license agreements.

24.2. When using third party services or software, You will be responsible for obtaining the necessary license and authorization directly from the relevant third party. Dalet does not license, support and/or make any warranties regarding any third party services or software and shall not be liable in relation thereto.

24.3. Dalet shall have no liability or responsibility for products licensed under Third Party EULAs.

24.4. MPEG-2 technology may be included with the Software. MPEG LA, L.L.C. requires this notice:

ANY USE OF THIS PRODUCT OTHER THAN CONSUMER PERSONAL USE IN ANY MANNER THAT COMPLIES WITH THE MPEG - 2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG - 2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C., 250 STEELE STREET, SUITE 300, DENVER, COLORADO 80206.

24.5. MPEG - 4 technology may be included with the Software. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE MPEG - 4 VISUAL PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON - COMMERCIAL USE OF A CONSUMER FOR (i) ENCODING VIDEO IN COMPLIANCE WITH THE MPEG - 4 VISUAL STANDARD ("MPEG - 4 VIDEO") AND/OR (ii) DECODING MPEG - 4 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON - COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED BY MPEG LA TO PROVIDE MPEG - 4 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION INCLUDING THAT RELATING TO PROMOTIONAL, INTERNAL AND COMMERCIAL USES AND LICENSING MAY BE OBTAINED FROM MPEG LA, LLC. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com). THIS PRODUCT IS LICENSED UNDER THE MPEG - 4 SYSTEMS PATENT PORTFOLIO LICENSE FOR ENCODING IN COMPLIANCE WITH THE MPEG - 4 SYSTEMS STANDARD, EXCEPT THAT AN ADDITIONAL LICENSE AND PAYMENT OF ROYALTIES ARE NECESSARY FOR ENCODING IN CONNECTION WITH (i) DATA STORED OR REPLICATED IN PHYSICAL MEDIA WHICH IS PAID FOR ON A TITLE BY TITLE BASIS AND/OR (ii) DATA WHICH IS PAID FOR ON A TITLE BY TITLE BASIS AND IS TRANSMITTED TO AN END USER FOR PERMANENT STORAGE AND/OR USE, SUCH ADDITIONAL LICENSE MAY BE OBTAINED FROM MPEG LA, LLC. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com) FOR ADDITIONAL DETAILS.

25. MISCELLANEOUS PROVISIONS

- 25.1. This Agreement constitutes with its Schedules the entire agreement between the Parties and cancels and replaces any prior written or verbal agreement, as well as any other communication between the Parties relating the subject-matter hereof.
- 25.2. The fact that one of the Parties fails to invoke a failure by the other Party to fulfill any one of its obligations may not be interpreted as a waiver of the obligation in question or as an addendum to the Agreement, which may prevent the non-defaulting Party from invoking it in the future.
- 25.3. Should one or more stipulations of the Agreement be ruled, pronounced or declared invalid on the basis of a particular law, regulation or ruling by a competent court, the Parties will meet to agree on one or more stipulations to replace the invalid stipulation or stipulations and to enable the aim of the original clause or clauses to be achieved as far as possible. All

other stipulations of the Agreement will retain their force and scope.

- 25.4. Unless expressly provided otherwise in this Agreement, all notices related to this Agreement will be in writing and will be deemed to have been received by the addressee (a) if sent by registered letter with acknowledgement of receipt, the second business day after mailing (b) if personally delivered, on the day of delivery; or (c) if by email, on the next day after sending.

26. GOVERNING LAW – JURISDICTION

- 26.1. This Agreement shall be governed by the substantive laws in force, without regard to conflict of laws principles: (a) in the State of New York, if Customer is domiciled in the United States, Canada, or elsewhere in North or South America (the "Americas"); (b) in the country of France, if Customer is domiciled elsewhere (in which case, the Parties agree to expressly exclude the application of articles 1222 and 1223 of the French Civil Code).
- 26.2. Should any dispute arise in relation to the signature, performance or termination of this Agreement, the Parties shall endeavour to reach an amicable solution to their dispute. If they are unable to do so within thirty (30) days of the date on which the first Party to act notifies the dispute to the other Party, 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 shall 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 only in a federal or state court in the County of New York, New York, USA if Customer is domiciled in the Americas, or in the relevant tribunal in Paris, France, if Customer is domiciled 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. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

Schedule 1 – 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 Schedule 2 (the “**Personal Data**”) in order to provide the Dalet SaaS Services and/or the Professional 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. 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.

Schedule 2 - 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.*