



Support Addendum to Master Terms and Conditions

This Support Addendum is governed by and between the Master Terms and Conditions and Order Form between the Dalet party identified on the Order Form (“Dalet”), and the Company identified on the Order Form (this Support Addendum, together with the Master Terms and Conditions, the Order Form, and any other addenda, the “Agreement”). By having access to, receiving, and/or using the Services, Company agrees, without limitation or qualification, to be bound by and to comply with the Agreement. In the event of any conflict between this Support Addendum and any Order Form, the Order Form shall control.

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

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.

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, known as the Dalet Support Hub.

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, the services are described on the Managed Services Addendum.

If Company has also chosen optional Dalet Private SaaS services, the services are described on the Hosted Services Addendum.

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.

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.

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 Private SaaS or SaaS 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 or Dalet Private SaaS has been subscribed;
- Collect log files, configuration files, and other information needed to identify the nature of the Error;

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 Agreement. 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 or the Private SaaS or SaaS options, or as a pool of professional services days (“Care Package”).

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

The perpetual license model does not include newer release, compared to the one deployed at the time of the implementation, but a discounted license fee to access a more recent release, provided Company’s purchase of continuous support.

For both models, a new release can be offered at Dalet’s discretion for the resolution of a bug.

For the support delivery, a staging platform is mandatory. The licenses required for the staging platform are supplied at no costs 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 is available on the Dalet Support Hub. For environments in production, Dalet highly recommends use of a Long Term Support version (LTS) generally released twice a year. 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.

Supported Versions, Technical Environment Changes. The Support Services include support for Bespoke Software that were approved and developed 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 Company Bespoke Software 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.

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.

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.

Any support for the Dalet API 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. Such support will not include support for applications developed by Company or third party that use the Dalet API.

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.

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 refers to 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 days 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 is 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 PS Days 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 Company’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 applies 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 applies for production environments.

ATTACHMENT TWO - STANDARD HARDWARE SUPPORT

Dalet shall provide for Dalet-branded Hardware repair or replacement services, at Dalet sole discretion, either new or refurbished replacement parts for defective parts, to Company's Designated Administrators during Normal Business Hours.

RESPONSE TIMES

The repair turn around time, defined from the day the item arrives in Dalet's reception center until it is shipped out. The response time objective is 30 days. Shipping of parts is available 5 days a week during Normal Business Hours, from the central inventory.

REPAIR SERVICES

This repair service provides free labour and parts replacement during the period covered by the Agreement for the Dalet-branded hardware listed in the Order Form. Company shall not return parts to Dalet without first confirming a failure with Dalet customer support, with the delivery of a Return Material Authorization (RMA) reference. A detailed report of identification of trouble has to be enclosed to the return part(s) along with the Return Material Authorization (RMA) form as defined. Dalet shall not be responsible if a fault cannot be located and corrected within the above mentioned repair process time in the event Company does not provide the said detailed report. Repaired parts are delivered with a 90 days warranty.

SHIPMENT:

All returned parts shall be delivered by the Company to the Dalet's reception center in the original or a suitable packing. All shipment costs from the Dalet factory to the Company site are included, excluding import duty and local taxes related to any import procedures if applicable.

In accordance with the Incoterms 2010 of the International Chamber of Commerce, the applicable Incoterms are

From Supplier to Company: DAP (Delivered At Place)

From Company to Supplier: CIP (Carriage and Insurance Paid to Supplier's Reception Center)

PARTS ON STOCKS: Dalet will exercise reasonable commercial efforts to keep in stock all parts and sub assemblies in order to fulfil the service during the period of the Agreement. In case specific parts are no longer manufactured or repaired by Dalet or by a Dalet's supplier, Dalet will inform Company and an alternative solution will be proposed.

EXCLUSIONS : ON SITE SUPPORT NOT INCLUDED. Onsite assistance with hardware replacements is at Dalet's sole discretion and is chargeable at Dalet's then-current rate (together with travel time and expenses).

ATTACHMENT TWO - EXTENDED HARDWARE SUPPORT

Dalet shall provide for Dalet-branded Hardware repair, or a replacement at Dalet sole discretion, either new or refurbished replacement parts for defective parts of the Hardware, and advance exchange services to Company's Designated Administrators during Normal Business Hours. Dalet will proceed within the set timeframes in conjunction with the perceived severity levels as detailed in the following Response Times section.

RESPONSES TIMES

The severity of an Error report will dictate the response time objectives as follows:

SEVERITY	Repair Turn Around Time	Exchange
1 CRITICAL	30 Days	Ship next 5 Business Days
2 HIGH		
3 MEDIUM		Ship next 10 Business Days
4 MINOR		Ship next 15 Business Days

Shipping of parts is available 5 days a week during normal business hours, from the central inventory.

REPAIR SERVICES

This repair service provides free labour and parts replacement during the period covered by the Agreement for the Hardware listed in the Order Form. Company shall not return parts to Dalet without first confirming a failure with Dalet customer support, with the delivery of a return material authorization "RMA" reference. A detailed report of identification of trouble has to be enclosed to the return part(s) along with the RMA form as defined. Dalet shall not be responsible if a fault cannot be located and corrected within the above mentioned repair process time in the event Company does not provide the said detailed report. Repaired parts are delivered with a 90 days warranty.

ADVANCE EXCHANGE SERVICE.

Company will be entitled to have a replacement part shipped in advance of Dalet receiving back the faulty part on the Hardware listed in the Order Form. Advance Exchange Service does not cover wearable / consumable parts.

Upon Product failure, Company will open a ticket and report perceived severity of the fault, serial number of the Hardware part under fault, nature of the fault, serial number and part number, Software version. Failure to provide the above mentioned information may result in delays in the Response Time. Prior to dispatch a replacement part, a Dalet Support Engineer must agree that a Company's defective part is the cause of the malfunction and that it must be replaced and will provide a RMA reference. Dalet will exercise reasonable commercial efforts to ship a replacement part, to Company with the same model number of the Company's defective Module. A request for a replacement part must be accepted by Dalet by 3:00 pm local time for the request to be considered "received" during that working day.

Failure to return the faulty part within 21 days of shipment of the replacement part to Company will result in Dalet invoicing Company for the full retail price of the replacement part.

EXCLUSIONS: It is expressly understood that the Support Fees charged for the advance exchange service do not include work required due to damage, problems or defects arising as a consequence of external causes of the General Terms & Conditions or due to any repainted or refinished part. Any such work shall be deemed a service call and all labour, parts and materials used for the service call shall be chargeable and will be priced separately.

ON SITE SUPPORT NOT INCLUDED. Onsite assistance with hardware replacements is at Dalet's sole discretion and is chargeable at Dalet's then-current rate (together with travel time and expenses).

SHIPMENT:

All returned Product or Module shall be delivered by the Company to the Dalet's Reception Center in the original or a suitable packing. All shipment costs from the Dalet factory to the Company site are included (Excluding import duty and local taxes related to any import procedures if applicable).

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ATTACHMENT TWO - PREMIUM HARDWARE SUPPORT

Dalet shall provide for Dalet-branded hardware repair, or a replacement at Dalet sole discretion, either new or refurbished replacement parts for defective parts of the Hardware, and advance exchange services to Company's Designated Administrators during Normal Business Hours. Dalet will proceed within the set timeframes in conjunction with the perceived severity levels as detailed in the following Response Times section.

RESPONSES TIMES

The severity of an Error report will dictate the response time objectives as follows:

SEVERITY		Repair Turn Around Time	Exchange
1	CRITICAL	30 Days	Ship next Business Day
2	HIGH		Ship next 5 Business Days
3	MEDIUM		Ship next 10 Business Days
4	MINOR		

Shipping of parts is available 5 days a week during normal business hours, from the central inventory.

REPAIR SERVICES

This repair service provides free labour and parts replacement during the period covered by the Agreement for the Hardware listed in the Order Form. Company shall not return parts to Dalet without first confirming a failure with Dalet customer support, with the delivery of a return material authorization "RMA" reference. A detailed report of identification of trouble has to be enclosed to the return part(s) along with the RMA form as defined. Dalet shall not be responsible if a fault cannot be located and corrected within the above mentioned repair process time in the event Company does not provide the said detailed report. Repaired parts are delivered with a 90 days warranty.

ADVANCE EXCHANGE SERVICE.

Company will be entitled to have a replacement part shipped in advance of Dalet receiving back the faulty part on the Hardware listed in the Order Form. Advance Exchange Service does not cover wearable / consumable parts.

Upon Product failure, Company will open a ticket and report perceived severity of the fault, serial number of the Hardware part under fault, nature of the fault, serial number and part number, Software version. Failure to provide the above mentioned information may result in delays in the Response Time. Prior to dispatch a replacement part, a Dalet Support Engineer must agree that a Company's defective part is the cause of the malfunction and that it must be replaced and will provide a RMA reference. Dalet will exercise reasonable commercial efforts to ship a replacement part, to Company with the same model number of the Company's defective Module. A request for a replacement part must be accepted by Dalet by 3:00 pm local time for the request to be considered "received" during that working day.

Failure to return the faulty part within 21 days of shipment of the replacement part to the Company will result in Dalet invoicing Company for the full retail price of the replacement part.

EXCLUSIONS : It is expressly understood that the Support Fees charged for the advance exchange service do not include work required due to damage, problems or defects arising as a consequence of external causes of the General Terms & Conditions or due to any repainted or refinished part. Any such work shall be deemed a service call and all labour, parts and materials used for the service call shall be chargeable and will be priced separately.

ON SITE SUPPORT NOT INCLUDED. Onsite assistance with hardware replacements is at Dalet's sole discretion and is chargeable at Dalet's then-current rate (together with travel time and expenses).

SHIPMENT:

All returned Product or Module shall be delivered by the Company to the Dalet's Reception Center in the original or a suitable packing. All shipment costs from the Dalet factory to the Company site are included (Excluding import duty and local taxes related to any import procedures if applicable).

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PARTS ON STOCKS: Dalet will exercise reasonable commercial efforts to keep in stock all parts and sub assemblies in order to fulfil the service during the period of the Agreement. In case specific parts are no longer manufactured or repaired by Dalet or by a Dalet's supplier, Dalet will inform Company and an alternative solution will be proposed.