



Hardware Addendum to Master Terms and Conditions

This Hardware 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 Hardware 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 Product Addendum and any Order Form, the Order Form shall control.

1. Definitions.

1.1 **“Blocking Breakdown”** means bugs or errors that prevent Broadcast-critical operations and / or inhibit critical function(s) of the Hardware or Software and for which no reasonable workaround can be implemented.

1.2 **“Dalet-branded Hardware”** means hardware products manufactured, sold, and warranted by Dalet and not a third party.

1.3 **“Third-party Hardware”** means hardware products manufactured, sold, and warranted by a third party, which may be delivered by Dalet with its Products to Company.

2. **Right to Use Hardware.** Subject to the terms and conditions of the Agreement, Dalet grants to Company and its Users, a non-exclusive, non-transferable, revocable, limited perpetual license, without right of sublicense, to use any Software embedded on Dalet-branded Hardware designated in the Order Form.

3. Warranties

3.1 Dalet warrants that any Dalet-branded Hardware provided under this Agreement and an Order Form will perform in all material accordance with its specifications without Blocking Breakdowns for twelve (12) consecutive months following the delivery of the Dalet-branded Hardware (the “Hardware Warranty”). Company’s sole and exclusive remedy for any breach of the Hardware Warranty shall be to repair or replace, at Dalet’s sole discretion, the Dalet-branded Hardware in question.

3.2 Any Third Party Hardware provided by Dalet is warranted only by the hardware manufacturer. Dalet will use commercially reasonable efforts to assign and pass through the manufacturer’s warranty. Notwithstanding the foregoing, Dalet shall have no liability with respect to such Third Party Hardware.