

License Addendum to Master Terms and Conditions

This License 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 License 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 License Addendum and any Order Form, the Order Form shall control.

1. Definitions.

- 1.1. **“Bespoke Software”** means all bespoke software scripts for the Product, developed and supplied by Dalet to Company pursuant to the Professional Services Addendum.
- 1.2. **“Blocking Breakdown”** mean bugs or errors that prevent Broadcast-critical operations and / or inhibit critical function(s) of the Software and for which no reasonable workaround can be implemented.
- 1.3. **“Company Bespoke Software”** means all bespoke software scripts for the Product developed by Company or third-party contractors of Company.
- 1.4. **“Concurrent Users”** means the maximum number of users who can access a licensed application simultaneously.
- 1.5. **“Consumption Fees”** means an amount of use to be invoiced by Dalet based on Company’s actual use of Dalet Services for the preceding period.
- 1.6. **“Dalet API”** means the object code versions of one or several of Dalet’s Web Services API Libraries (Application Programming Interface) and documentation associated therewith which allow third party systems or programs to connect to and/or exchange data with the Product and its database.
- 1.7. **“Documentation”** means operator and user manuals, training and support materials, guides, listings, specifications and/or other materials provided by Dalet in connection with Products.
- 1.8. **“Environment”** means the location on Premises at the Company, or in a Company, third party, or Dalet cloud where the Products is deployed.
- 1.9. **“Instance”** means an image of software that is created by executing the Licensed Software’s setup or install procedure or by duplicating such an image.
- 1.10. **“Licensed Software”** means the current version (as of the date of execution of the first Order Form) of: (a) the Dalet software as designated in an Order Form; (b) any Bespoke Software, other additional software, apps or Dalet APIs licensed by Dalet to Company (but not derivative works thereof), all as set forth in an Order Forms amended from time to time by agreement of the parties.; and (c) all related Documentation, if any.
- 1.11. **“Monthly Active Users”** means number of unique users who logged to the application during a given month. The measure is based on logins. For a given user, whatever the number of logins per month and login time, it is counted as one from the first login in the measured month.
- 1.12. **“Node”** means a physical server or a virtual server designated in an Order Form where an Instance is installed.
- 1.13. **“Premises”** means any network, land, building, structure, vehicle or vessel which is owned, leased or occupied by Company containing the Licensed Software, or to which the Licensed Software is supplied.
- 1.14. **“Products”** means all Licensed Software and/or Dalet-branded Hardware (pursuant to a Dalet Hardware Addendum) described on provided under an Order Form but excluding Bespoke Software.

1.15 **“Registered User”** means a pre-defined individual who can access a licensed application at any time.

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

2.1 Subject to the terms and conditions of the Agreement, Dalet grants to Company and its Users, during the Term specified in the Order Form(s), a non-exclusive, non-transferable, revocable, limited license, without right of sublicense, to install, configure and use the Services designated in the Order Form, with the restrictions set forth herein, and to the extent of the authorizations acquired by Licensee as specified in any Order Form.

2.2 The Software shall only be used on the Environment(s), for a single Instance unless specified otherwise, and up to the number of licenses subscribed, as indicated in the Order Form(s). Any change of Environment must be approved in writing by Dalet, such approval not to be unreasonably withheld or delayed. Company’s right to use the Licensed Software begins upon the subscription commencement date set forth on the Order Form and ends upon the expiration of the Term.

2.3 Company’s right to use the Licensed Software is limited to the specific parameters identified and purchased via the relevant Order Form.

2.4 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 Company’s actual use of the applicable Services for the preceding month.

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

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

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

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

3. **API.** In the event Company is granted licensing rights to one or more Dalet APIs pursuant to an Order Form, Company must not (i) use, copy, modify, lease, sublicense, sell, transfer, distribute, transmit or otherwise provide access to or use of the Dalet API, except for Company’s own internal use pursuant to the terms of this Agreement or (ii) make use of the Internet, an Intranet, or other forums to provide access to the Dalet API in any way that would be considered “hosting” or through any means involving “multi-core,” “grid,” so-called “on-demand,” “cloud,” or similar distribution methods. Actual use of the Dalet Services must take into account direct and indirect access to the Dalet Services and/or to its database through the Dalet API. WHILE THE DALET API IS SUPPORTED BY DALET UNDER SUPPORT PLANS, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DALET API IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL DALET BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, CONSEQUENTIAL, INDIRECT, OR DIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE DALET API, EVEN IF DALET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE.

4. **Warranties**

4.1 No warranty on Bespoke Software or on Company Bespoke Software. Notwithstanding anything herein to the contrary, Company acknowledges and agrees that Dalet provides no warranty, express or implied, and shall have no liability whatsoever for the Bespoke Software, any derivative works from the Bespoke Software, or for any Company Bespoke Software.

4.2 Company represents, warrants and covenants that the Company Bespoke Software and/or Company's applications developed by Company to use the Dalet API will not interfere with or adversely impact the operation or performance of the Product ("Company Problems"). Notwithstanding anything herein to the contrary, the Company shall be solely responsible, at its own expense, for correcting any Company Problems. Whether an issue constitutes a Company Problem shall be determined by Dalet in its reasonable judgment. Upon notice from Dalet, the Company shall, at its own expense, promptly correct all Company Problems.

4.3 Company acknowledges that it shall be liable for Company Bespoke Software, and warrants that it holds all the rights and authorisations necessary to make use of the Company Bespoke Software. Company will defend and hold harmless Dalet against any legal action or claim alleging that the Company Bespoke Software infringes the rights of third parties, including intellectual property rights, provided that Dalet informs the Company promptly that such a claim or legal action has been brought.

5. Additional Products and Terms

5.1 Certain technologies supplied pursuant to license agreements from third parties (i) may be included with the Products or (ii) may be accessed through the Software, and Company agrees that Company's use of the Products shall be subject to the provisions of such third party license agreements.

5.2 When using third party services or software, Company 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.

5.3 Dalet shall have no liability or responsibility for products licensed under third party end user license agreements (EULAs).

5.4 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.

5.5 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.

5.6 YouTube technology may be included with or accessed by the Software. Google requires this notice:

- Use of YouTube is subject to the provisions of the YouTube Terms of Service found at <https://www.youtube.com/t/terms>
- By using YouTube, You hereby accept the Google Privacy Policy found at <https://policies.google.com/privacy>