

## MASTER TERMS AND CONDITIONS

These Master Terms and Conditions, and the associated addenda (the “Agreement”), are a binding contract between you (“You” or “Company”) and Dalet France, a French corporation, unless you are domiciled in the Americas, in which case you are contracting with Dalet Digital Media Systems USA, Inc. (the two entities collectively referred to as “Dalet” herein), for services offered by Dalet, and/or its Suppliers under the Order Form (the “Services”), and is made available online at <http://www.dalet.com/legal>. By using the Services, you agree to this Agreement, which may be updated by Dalet from time to time. If you wish to receive an email notification of any updates to this Agreement, please notify us by email at [csadmin@dalet.com](mailto:csadmin@dalet.com)

Company acknowledges and agrees that any and all uses of the Services are further subject to (i) the appropriate services addenda for the Services contracted from Dalet and Dalet’s Privacy Policy located at <http://www.dalet.com/legal>, (ii) the Agentic AI Services addenda for any agentic AI Services enabled by Dalet, located at <http://www.dalet.com/legal>, and (iii) Dalet’s Acceptable Use Policy located <https://www.dalet.com/acceptable-use-policy>. To the extent of any inconsistency between the terms of (i) an Order Form and (ii) this Agreement and associated addenda, the Order Form shall prevail.

### 1. Definitions.

- 1.1. **“Affiliates”** means any entity that is directly or indirectly controlling, is controlled by or is under common control with that party, where “control” is defined as the ownership of more than 50% of the equity or other voting interests of such entity.
- 1.2. **“Agent(s)”** means, individually and collectively, Dalet’s resellers and/or other business partners.
- 1.3. **“Company Content”** shall mean any content, in whatever form, uploaded by the Company to the Products and any data resulting therefrom.
- 1.4. **“Company Data”** means any data, information or material provided or submitted by Company or Users to the Services in the course of using the Services, together with any Company output resulting from Company’s usage of the Services. Company Data is at all times owned by Company.
- 1.5. **“Fees”** means all fees relating to or arising out of the Services including, without limitation, all fees set forth in the Order Form(s).
- 1.6. **“Services”** means all products and/or services provided to Company by or through Dalet and/or its Suppliers pursuant to an Order Form, including Software and Dalet-branded Hardware (as defined on the relevant addendum).
- 1.7. **“Suppliers”** means third party licensors, subcontractors and/or vendors that supply some or all portions of the Services licensed to Company pursuant to these Agreement (but excluding third parties that may provision Company with products and/or services that integrate with the Services or are otherwise used by Company in connection with the Services but which are not actually provided to Company by Dalet).
- 1.8. **“Term”** and **“Initial Term”** have the meanings set forth in Section 3 of this Agreement.
- 1.9. **“User(s)”** means individuals who are authorized to access the Services on behalf of Company.
- 1.10. **“Working Day”** means a typical non-holiday business day in the local region of Company.

### 2. Fees/Taxes.

- 2.1. **Fees; Payment Terms.** In consideration of Company’s rights under the Order Form(s) and this Agreement, Company shall timely pay Dalet the Fees designated in the Order Form (s). Company agrees to purchase the Services indicated in each applicable Order Form for the term stated therein and any renewal terms. Unless otherwise stated in a particular Order Form, any unused portions of included and/or bundled use allotments that may be stated in the Order Form (s) (including without limitation use allotments relating to streams, transcoding, processed content, and/or delivery) will expire at the end of each

time increment stated in the Order Form (s) and will not rollover to subsequent timeframes or time increments. All recurring Fees (including without limitation, as applicable to the Contract(s): license fees, module fees, platform fees, support fees, and data use allotment fees are due and payable in advance. License fees become due irrevocably as per the effective date of the Order Form.

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

2.3. Undisputed Fees not paid when due shall be subject to a late fee equal to the lesser of one and one half percent (1.5%) of the undisputed and unpaid balance per month or the highest monthly rate permitted by applicable law. All invoices must be disputed in writing by Company within ten working (10) days of receipt or shall be deemed valid. Dalet will investigate a disputed invoice upon notification by Company and make a determination with respect to the disputed invoice in Dalet's reasonable good faith. Once a disputed invoice is finalized, Company shall pay Dalet within (5) Working Days. Dalet may, with or without notice, suspend access to the Services and/or terminate the Order Form (s) if Company is more than sixty (60) days delinquent in paying all or any portion of the undisputed Fees. In the event that an Order Form is terminated prior to the end of the Term for any reason other than an uncured breach by Dalet, all committed fees for the Term shall become immediately due and owing in full within thirty (30) days of Company's receipt of a final invoice. In addition, Company will be liable for any collection costs (including without limitation attorney's fees and other legal fees and expenses, collection agency fees and expenses, court costs, collection bonds, and reasonable staff costs at standard billing rates for time spent in efforts to collect) incurred by Dalet and/or its Agents to collect sums due and owing. Company may not offset charges on one invoice due to a dispute related to another invoice.

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

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

2.6. In the event that Services have not been renewed for an individual proposal, such Services may be recommenced at a later date subject to the Company paying a rejoining fee ("Rejoining Fee"). Such Rejoining Fee shall be calculated as one hundred and twenty percent (120%) of the sum of the Services and Support Fees that would have been due in the interim between the lapse of the Services and Support Services and the date it recommences, plus interest. The Company shall also pay Dalet the Services Fees due for the new recommenced subscription period.

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

2.8. Notwithstanding any pricing set forth in an Order Form, Dalet reserves the right to pass through to Company any increases in third-party supplier costs.

### 3. Term and Termination.

3.1 The term shall be the initial committed term indicated in the Order Form (the "Initial Term") and all renewals (collectively referred to herein as the "Term"). Each Order Form will automatically renew for the same Initial Term duration or one (1) year periods, whichever is longer, unless either party terminates the applicable Order Form effective as of the end of the then-current term by notifying the other party in writing in accordance with Section 14 at least sixty (60) days prior to the end of the then-current term. If no renewal pricing is set forth on an Order Form, Dalet's standard pricing at the time of renewal shall apply.

3.2 Upon the termination of this Agreement or an Order Form for any reason including expiration, Company shall immediately: (i) discontinue all use of the Services (other than Dalet-branded Hardware), (ii) delete any and all copies, instances or accesses to the Services (other than Dalet-branded Hardware), and (iii) within 30 days of such termination for non-payment of any undisputed fees, submit to Dalet certificate of destruction of the Licensed Software from a third party designated by Dalet; and Dalet will not be obligated to provide Company with any further Services.

3.3 Either party may terminate an Order Form and/or the Agreement if the other materially breaches a term or condition of the Agreement and such breach has not been cured within thirty (30) days of written notice pursuant to Section 15, provided however that all undisputed Fees that were incurred prior to the date of termination other than those relating to the material breach by Dalet shall be due and payable within thirty (30) days of Company's receipt of a final invoice, and provided further that nothing herein shall be deemed a waiver of any claims that either party may have against the other party. Either party's right to suspend or terminate Services as set forth in this Section shall not absolve the other party of any payment or indemnification obligations described herein or diminish any other right or remedy available. All terms and conditions set forth herein that should by their nature survive termination (including without limitation all provisions relating to payment, intellectual property, ownership, confidentiality and indemnification) in order to be given full effect shall continue in full force and effect after any expiration or termination of the Agreement.

#### 4. Title and Ownership.

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

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

4.3 Company agrees to not: (a) disassemble, reverse engineer, decompile or otherwise attempt to derive any Licensed Software source code from object code, except to the extent expressly permitted by applicable law despite this limitation (b) distribute or provide the Services to any third party, (c) provide a third party with the results of any functional evaluation, benchmarking or performance tests, without Dalet's prior written approval; (d) attempt to disable or circumvent any of the licensing mechanisms within the Services, if any; (e) prepare any derivative work of the Services or remove any product identification, copyright, trademark or other notice from the Services; or (f) violate any other usage restrictions contained in the Services installation instructions or release notes. Any third party software provided with Services may be used only with those Services. The Services must be used solely for the purposes and in the manner described in the documentation.

#### 5. Operational Review/Validation.

5.1 Upon notice to Company, Company shall permit Dalet its auditors, and designated audit representatives to audit and inspect: (i) Company's facilities where the Services are accessed and/or installed; (ii) any computerized systems used to share, disseminate or otherwise in connection with the Services, as may be reasonably required to verify Company's compliance with this Agreement. Dalet may not conduct an audit more than once per year. Failure by Company to comply with any provision of this Section shall constitute a material breach of the Agreement and all applicable licenses.

5.2 In addition to all rights and remedies available at law, if Dalet discovers unauthorized use or reproduction of the Services, Dalet may, at its reasonable discretion, suspend Company's access to the Services, and provide Company with notice and 15 days to cure any noncompliance. If Company does not cure such noncompliance, Company shall promptly: (i) cease and desist all use thereof; and (ii) upon written request, delete any and all copies, instances or accesses to the Licensed Products and/or Services. In addition to the foregoing, Company shall pay directly to Dalet: (a) additional Fees (based on the current market rates as of the date of discovery of the violation) for the unauthorized use, for the period from the creation-date of such unauthorized use to the date of Dalet's notice; and (b) interest at the rate of 1.5% per month or

the maximum rate permitted by law, whichever interest rate is less. For continuation of any use after the date of Dalet's notice, additional Fees shall be assessed at Dalet's standard pricing (as of the date of the violation).

## 6 Warranties.

- 6.1 Company hereby represents and warrants that: (a) it will comply with all applicable laws, rules, regulations and ordinances in its performance of this Agreement; (b) as between Company and Dalet, it will be responsible for obtaining and maintaining all rights, approvals, licenses, consents and permissions as are necessary for installation, integration and utilization of the Services and any and all computer systems and devices connected to the Services; and (c) it will abide by this Agreement.
- 6.2 Dalet hereby represents and warrants that it: (a) will perform work on a professional basis and in a workmanlike and expeditious manner; (b) comply with all applicable laws, rules, regulations and ordinances in its performance of this Agreement and (c) will abide by this Agreement.

7 **Disclaimer of Warranties.** EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, DALET MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE OF THE SUITABILITY OF THE SERVICES FOR COMPANY'S PURPOSES, THAT THE USE OF THE SERVICES SHALL BE SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES SHALL FUNCTION PROPERLY IN COMBINATION WITH ANY THIRD PARTY SERVICES, TECHNOLOGY, HARDWARE, SOFTWARE, SYSTEMS OR DATA. **OTHER THAN AS SPECIFIED OTHERWISE IN THE AGREEMENT**, THE SERVICES, AND ANY CONTENT PROVIDED BY DALET AND/OR ITS SUPPLIERS, ARE PROVIDED "AS IS" AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. **OTHER THAN AS SPECIFIED OTHERWISE IN THE AGREEMENT**, THE SERVICES MAY BE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET APPLICATIONS AND ELECTRONIC COMMUNICATIONS AND DALET AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY SUCH DELAYS, MISDELIVERY, UNTIMELY DELIVERY, DELIVERY FAILURES, OR ANY DAMAGES RESULTING THEREFROM AND/OR FROM EVENTS BEYOND DALET'S REASONABLE CONTROL. THIS SECTION 7 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8 **Indemnification.** If a third party asserts a claim against Company asserting that Company's use of the Services in accordance with this Agreement violates that third-party's patent, trade secret or copyright ("Infringement Claim"), then Dalet will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Company for any damages finally awarded against Company, but only if: Company promptly notifies Dalet of any Infringement Claim, Dalet retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Company provides all reasonable assistance requested by Dalet. Dalet's obligations above will not apply if the Infringement Claim is based on (i) the use of the Services in combination with products not supplied or approved by Dalet in writing or in the Documentation, or (ii) the failure of Company to use any updates to such Services within a reasonable time after such updates are made available to Company. If Dalet believes the Services may violate a right, then Dalet will, at its expense: (a) modify the Services, or (b) procure the right to continue using the Services, and if (a) or (b) are not commercially reasonable, terminate Company's right to use the Services and issue a refund of any prepaid and unused Fees (or, solely in the case of perpetually-licensed Dalet-branded Hardware, a refund of Fees paid for such Dalet-branded Hardware based on a 5 year useful life) related to the Services terminated hereunder. This section 8 contains Company's exclusive remedies and Dalet's sole liability for Infringement Claims.

9 **Limitation of Liability.** EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS UNDER SECTION 2 ("FEES/TAXES"), INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 8 ("INDEMNIFICATION") ABOVE, COMPANY'S VIOLATION OF SECTION 4.3, OR A BREACH OF CONFIDENTIALITY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, GOODWILL, USE, DATA OR OTHER INTANGIBLE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES OR RETRIEVE THE CONTENT BY OR THROUGH THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (ii) EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS UNDER SECTION 2 ("FEES/TAXES"), INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 8 ("INDEMNIFICATION") ABOVE, COMPANY'S VIOLATION OF SECTION 4.3, OR A BREACH OF CONFIDENTIALITY, EACH PARTY'S EXCLUSIVE REMEDY AND THE OTHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS COMBINED RELATING TO, ARISING OUT OF, IN CONNECTION WITH, OR INCIDENTAL TO THE SERVICES, OR THIS AGREEMENT FOR ANY REASON SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES INCURRED UP TO THE AMOUNT OF THE FEES PAID OR PAYABLE BY COMPANY FOR USE OF THE SERVICES UNDER THE ORDER FORM GIVING RISE TO THE CLAIM IN THE TWELVE MONTH PERIOD PRECEDING THE FIRST SUCH CLAIM. SUCH LIMITATION SHALL APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. COMPANY EXPRESSLY UNDERSTANDS AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL DALET OR ITS SUPPLIERS,

RESELLERS, PARTNERS, OR ANY OF THEIR SUCCESSORS IN INTEREST (COLLECTIVELY HEREIN, "DALET") BE LIABLE TO COMPANY OR ANY USER BASED ON COMPANY'S OR ITS USERS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

- 10 **Publicity and Marketing.** Dalet may (i) reference Company's name and logo on Dalet's website, other marketing and media relations materials, and (ii) with the prior written approval of Company, issue press releases, summary reports, and white papers about Company's use of the Dalet products and services.
- 11 **Confidentiality.** Each party shall keep the terms and conditions of this Agreement confidential and shall not disclose that information without the other party's prior written consent. Further, both parties acknowledge that over the course of this Agreement, each party (the "Receiving Party") may be given access to or come into possession of, information that contains trade secrets, proprietary information or data, or other confidential information, including any idea, program, technical, business, competitive, or other similar information, provided by the other party (the "Disclosing Party") in any form or medium, tangible or intangible, that the Disclosing Party reasonably considers confidential ("Confidential Information"), including in the case of Dalet, the Services. Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (i) were generally known to the public on the effective date of this Agreement; (ii) become generally known to the public after the effective date of this Agreement, other than as a result of the act or omission of the receiving party; (iii) were rightfully known to the Receiving Party without any obligation of confidentiality prior to its receipt thereof from the Disclosing Party; (iv) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (v) are independently developed by the receiving party without the use of or reference to Disclosing Party's Confidential Information. All Confidential Information disclosed hereunder must be held in confidence and is subject to the restrictions set forth herein for a period of five (5) years from the date of disclosure of such Confidential Information (the "Confidentiality Period"). During the Confidentiality Period, the Receiving Party shall not (i) disclose any Confidential Information to any third party; (ii) make any use of Confidential Information except to perform, provide or use, as applicable, the Services set forth above; or (iii) make Confidential Information available to any of its employees or consultants, including any subcontractors, except those that have agreed, in writing, not to disclose such Confidential Information and have a "need to know" in order to perform, provide or use, as applicable, the Services. The Receiving Party shall use the same standard of care to protect the Disclosing Party's Confidential Information as it applies to its own information and materials of a similar nature, but no less than reasonable care. Upon request of the Disclosing Party or upon termination of this Agreement, the Receiving Party agrees to promptly destroy or return to Disclosing Party's at Disclosing Party's direction, all Confidential Information, and all copies thereof, held by Receiving Party. In the event Receiving Party receives a court order or other government demand to produce Confidential Information of the Disclosing Party, Receiving Party shall promptly notify Disclosing Party and cooperate with Disclosing Party to lawfully avoid and/or minimize the extent of such disclosure.
- 12 **Non-Solicitation.** Company will not directly or indirectly, during the Term of this Agreement and/or any outstanding Order Forms between the parties, and for additional period of twelve (12) months following its termination, solicit to hire any person employed by Dalet without the prior written approval of Dalet.
- 13 **Expenses.** Company shall pay for all reasonable out-of-pocket travel and expenses incurred by Dalet in order to render Services for Company.
- 14 **Governing Law; Dispute Resolution.** Any litigation, claims, disputes or controversies concerning, arising out of or in connection with this Agreement, must first be escalated to the senior management of both parties, who shall meet within ten (10) Working Days of such escalation in an attempt to resolve the conflict before any litigation. In the event the conflict is not resolved within ten (10) days of such meetings, the parties may bring suit solely only in a federal or state court in the County of New York, New York, USA if Company is based in the Americas or in the relevant tribunal in Paris, France, if Company is based 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. This Agreement is governed by the substantive laws in force, without regard to conflict of laws principles: (a) in the State of New York, if Company is based in the United States, Canada, or elsewhere in North or South America (the "Americas"); (b) in the country of France, if Company is based elsewhere. Notwithstanding the dispute resolution procedures set forth in this section, in the event of an actual or threatened breach hereunder, the aggrieved party may seek equitable relief (including restraining orders, specific performance or other injunctive relief) in any court or other forum, without first submitting to any dispute resolution procedures hereunder. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.
- 15 **General Provisions.** The Agreement, including the addenda and the Order Form, constitutes the complete and exclusive agreement between Company and Dalet with respect to its subject matter and supersedes any and all prior written or oral understanding relating to the same subject matter. If any provision of the Agreement is held unenforceable for any reason, such provision shall not affect the enforceability of the remaining terms of the Agreement and be reformed only to the extent necessary

to make it enforceable and such decision shall not affect the enforceability of the remaining provisions hereof. Company and Dalet are independent contractors and no joint venture, partnership, employment, or other relationship exists between Company and Dalet as a result of the Agreement and/or Company's use of the Services. Except in connection with a notice of a material breach or a termination, written notice required hereunder may be transmitted via email to the primary email contacts provided or other alternative email contacts notified by either party from time to time. In the event of either a material breach or a termination hereunder, written notice shall be via certified mail to the address provided on the Order Form (or as otherwise updated), with an electronic copy to the email contacts provided. The Agreement may only be modified by written amendment signed by authorized representatives of both Company and Dalet. The failure of Company or Dalet to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision. Any waiver on one occasion shall not imply or constitute a waiver on any other occasion. Neither party shall be responsible for any failure to perform, or delay in performing any of its obligations under this Agreement to the extent that such a failure or delay results from force majeure causes beyond its control, such as acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, quarantine restrictions, freight embargoes, strikes, civil commotion, or the like. The parties may execute this Agreement in counterparts, each of which constitutes an original for all purposes, including any copies of same, and all duplicate counterparts will be construed together and constitute one Agreement. The parties will be bound by signatures made by hand, or by signatures made by electronic means on the signature line of this document, or via an electronic signature service.

- 16 **Assignment.** Neither party may transfer, license, assign this Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law or otherwise purport to grant rights over or transfer the benefits of any of its rights under this Agreement in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed), provide, however, that Dalet may assign this Agreement to an Affiliate or to a party as a result of a merger or acquisition of Dalet or of substantially all of the assets of Dalet. The Agreement shall inure to the benefit of and be binding upon Dalet's or Company's respective permitted successors and assigns.