



Dalet S.A
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Dalet Digital Media Systems USA Inc.
 88 Pine Street, 8th floor
 New York, NY 10005 USA

DALET SUPPORT AGREEMENT

This Software Support Agreement (“Agreement”), applicable to the perpetual license sales model, is made and entered on the date of the relevant Order Form (“Effective Date”) by and between the Dalet party identified on the Order Form (either Dalet S.A or Dalet Digital Media Systems USA Inc.) (“Dalet”), and the party listed on the signed Order Form (“You” or “Customer”).

RECITALS

Dalet is simultaneously entering or has entered previously into a Software License Agreement (the “License Agreement”), with You pursuant to which Dalet granted to You a license and right to use the software described in Exhibit A (the “Software”). You hereby also agree to purchase and Dalet hereby agrees to provide software support for the Software (the “Support Services”) pursuant to this Agreement.

1- PROVIDER OF SUPPORT

Subject to Your payment of the Support Fees (as defined herein), Dalet shall provide You the Support Services for the Software as described herein. Dalet may perform Support Services through its authorized service providers.

2- SUPPORT PLAN

You select the Support Plan noted on the attached Order Form. Service Levels for Support Plans are set forth on Exhibit A to this Agreement. In all Support Plans, Dalet will provide 24x7 online access to:

- Ticket database
- documentation database (including manuals), and product knowledge base.

Secure user login may be required for access. Availability may be limited during hours of routine maintenance or updates to the web site.

3- MANDATORY TRAINING, DESIGNATED ADMINISTRATOR

You shall maintain at all times personnel trained by Dalet or its representative or distributors in the proper use and operation of the Software at the location at which the Software will be used through subscription to appropriate Dalet training courses. Dalet reserves the right to suspend all support if Software is used by personnel not trained as provided in this paragraph. You shall appoint one or more of its trained employees as the “Designated Administrator(s)” for each location specified in Exhibit A, who shall be the technical liaison between Dalet and You.

4- RESPONSE PROCEDURE

Dalet shall provide Support Services for reproducible malfunctions of the Software reported to Dalet by You that prevent the Software from performing in accordance with its documentation (“Errors”) reported by You in the operation of the Software. Dalet shall use commercially reasonable efforts to provide Support Services in accordance with the terms of Exhibit B. Upon identification of any Error, You shall notify Dalet of such Error and shall provide Dalet with such information as may be available to You to assist Dalet in identifying and duplicating the Error. Dalet shall promptly notify You of any Severity 1 Errors in the Software of which Dalet becomes aware.

4.1 Definitions of Severity

You shall describe each Error and reasonably determine the severity of each Error report to Dalet, as defined in the following table:

Severity	Description
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.
2. Serious	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.
3. Medium	Medium impact problem which involves partial non-critical functionality loss impairing some operations but allowing You to continue to function.

4. Minor	Minor issue with limited loss or no loss of functionality and with no immediate or significant operational impact.
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You will provide justifications for critical and serious faults.

4.2 Response Stages

Dalet will respond to each Error report in three stages:

- (i) *1st stage response - Acknowledgment:* Acknowledgement of receipt of problem report and assignment of support incident number.
- (ii) *2nd stage response – Error Processing:* If applicable, Dalet shall use commercially reasonable efforts to connect remotely to Your system, reproduce the Error and communicate to You an initial analysis by electronic mail or other appropriate means. In the event that Dalet is unable to reproduce or diagnose the Error, Dalet’s response will indicate so, and may recommend actions to help in the diagnosis or request additional information.
- (iii) *3rd stage response - Resolution:* If applicable, Dalet shall use commercially reasonable efforts to prepare a patch, temporary fix or propose a workaround and communicate it to You by electronic mail or other appropriate means.

Either during the Acknowledgement or the Processing stage, if Dalet disagrees with or has questions about the Severity level assigned by You to the Error, Dalet’s acknowledgment shall note the issue and the Severity will be discussed with Your representative.

Responses Times defined on Exhibit B are applicable for Errors present during the Error Processing phase. Time starts for fully qualified Errors, as defined in section 4.3.

4.3 Your Responsibility

You 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.
- Accurately describe to the Dalet support either by in the ticket or by phone or by e-mail, the Error encountered and the circumstances under which it occurred, following Dalet standard Error

Report format. You 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 You to the supported system or equipment with which the supported system interacts.
- Reasonably determine the Error Severity.
- Collect information on the Software and versions involved; hardware, OS, and other appropriate configurations.
- Develop an Error description.
- Collect log files, configuration files, and other information needed to identify the nature of the Error.

5- UPDATES

During the term of this Agreement, Dalet will make available to You free of charge, corrections, updates, improvements and modifications of the current generation of the Software which are generally released from time to time by Dalet to its subscribers of technical support services (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 Software as defined herein and in the License Agreement. Updates do not include a new release of the Software which contains substantial new features as compared to the last release of the Software. Dalet shall not be obligated to correct any Error corrected by a previously released Update. Any time, materials and travel expenses for installation of Updates are not included and will be charged separately per Dalet’s Price List.

6- SUPPORTED VERSIONS; TECHNICAL ENVIRONMENT CHANGES

The Support Services include support for custom developments that were approved and performed by Dalet against Customer’s payment. Such support maintains the compatibility of source code for specific integrations with new Updates for the standard Software. They do not include support for specific development work for customized modules necessary when upgrading to a new release of the Software, or to developments done by You or a third party based on Dalet’s Web Services APIs (“Dalet API”).

The Customer represents and warrants that all software and applications developed by Customer 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 Software (“Customer Problems”). Customer shall be solely responsible for correcting any Customer Problems. Whether an issue constitutes a Customer Problem shall be determined by Dalet in Dalet’s sole discretion. Upon notice from Dalet, Customer shall, at Customer’s own expense, promptly correct all Customer Problems. Dalet’s responsibility for Customer Problems is excluded.

Dalet reserves the right to make changes without notice to the Dalet API.

7- DALET-BRANDED HARDWARE

Support Services also include support for Dalet-branded hardware purchased by You and specified on the Order Form. Service Levels for Dalet-branded hardware for Support Plans are set forth on Exhibit C to this Agreement.

Supplier reserves the right to discontinue hardware coverage for Dalet-branded hardware that has been in use for more than three years, upon twelve months written notice. Per-event repair or replacement purchase options may be available for an additional fee.

It is Your responsibility to maintain the appropriate set of on-site critical spares, to secure the critical operations.

8- EXCLUSIONS

The Support Services do not include correction of Errors arising out of the following:

- Your’s or any of Your subcontractors or third party service providers use of the Software for purposes beyond what is explained in documentation or training provided by Dalet to You
- Your failure 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 this Agreement;
- any modifications made to the Software by You or a Third Party Service Provider;
- Force majeure event, or negligence of You or any of its subcontractors or third party service providers.
- Failure by You 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 Software, without previous written authorization by Dalet.

- Transfer of Software to another site or location without notice to Dalet.
- Failure by You to install Update or to implement workaround, or to apply changes (e.g. on the database) if instructed to do so by Dalet.
- Misuse by You or operation in a faulty environment including but not limited to failure by You to follow preventative maintenance procedures as defined with Dalet, lag times caused by network/internet congestion, computer viruses, and use of incompatible web browsers, computer viruses, and its consequences.
- Failure by You to keep hardware and software capabilities in step with the Updates.
- Improper or unauthorized use or repair of Dalet-branded hardware,
- Causes external to the Dalet-branded hardware including, but not limited to, exposure to moisture, extreme temperatures, power outages, or other of Your site conditions.

In the event Dalet determines that the Error raised by You is due to misuse of the Software, bad or non implementation of the Updates, or a cause that is not due to the Software, Dalet shall immediately notify it to You. Dalet will then be entitled to charge You 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.

Notwithstanding anything herein to the contrary, this Agreement does not entitle Customer to any support for the Dalet API, unless You makes separate arrangements with Dalet and pays all fees associated with such support. Any such support provided by Dalet shall be subject to these terms and the other agreements between Dalet and Customer and will be for the Dalet API only and will not include support for applications developed by Customer or third party that use the Dalet API.

9- MANDATORY BACKUPS

You will use commercially reasonable efforts to make backup copies and to maintain its system in accordance with the express, written recommendations of Dalet (at least one complete backup per week of the Software, software environment and data, as well as full backup prior to any installation of Update). The Support Services do not include correction of Errors arising out of Your failure to make such backup copies and to maintain its system accordingly.

10- SUPPORT FEES

The Software Support Fees (“Support Fees”) for the first year of Support Services and the annual rate

thereafter, are the amounts set forth in Exhibit A attached hereto. You shall pay the Support Fees within 30 days after receipt of the applicable invoice ("Due Date"). Late payments shall accrue interest from the Due Date until paid at a rate equal to one percent per month or the maximum amount allowed by law, whichever is lower. Support Fees will be payable annually, in advance. Support fees are net of tax, and of any travel and expenses. They do not include file conversion costs, shipping costs, or other professional services.

Dalet reserves the right to suspend support if You fail to make timely payments for this or other Dalet services under the Software Support Agreement.

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

11- TERM - TERMINATION

(a) This Agreement shall commence on the Start date noted in Exhibit A (the "Start Date") and shall continue for an initial term of one (1) year (the "Initial Term"). Thereafter, this Agreement will renew for successive twelve (12) month periods (each a "Renewal Term", and together with the Initial Term, the "Term") unless (i) during the Initial Term or any one of the first four (4) Renewal Terms, You provide at least sixty (60) days notice in writing to Dalet of Your intention not to renew prior to the expiration of the Initial Term or the applicable Renewal Term and (ii) beginning with the fifth Renewal Term, either party provides at least sixty (60) days notice in writing to the other party of its intention not to renew prior to the expiration of the applicable Renewal Term or until otherwise terminated in accordance with this Section 10.

(b) You may terminate this Agreement at any time after the Initial Term by providing Dalet with sixty (60) days prior written notification.

(c) In the event that You terminate this Agreement for Dalet's material breach, Dalet shall provide to You a pro-rata refund of the unamortized annual Support Fee for the year in which the Agreement is terminated.

(d) In addition to the foregoing, in the event that either party material breaches this Agreement and does not cure such breach within thirty (30) days from receipt of notice from the other party identifying such breach, the non-breaching party may terminate this Agreement with notice to the breaching party.

(e) Dalet may terminate this Agreement by providing You with one (1) year prior written notification in the event Dalet has issued a new generation of the Software.

12- WARRANTY

(a) Dalet represents and warrants that in providing the Support Services it shall use a level of skill, diligence, care and expertise commensurate with industry standards; and perform the Support Services in a professional and workmanlike manner;

(b) Each party represents and warrants that it has the power and authority to execute, deliver and perform its obligations under this Agreement and its performance hereunder will not violate any other agreement to which it is a party or by which it is bound.

13- LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE LOSSES OR DAMAGES (INCLUDING LOSSES OR DAMAGES FOR ANY LOST REVENUES, PROFITS OR DATA), 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. IN NO EVENT SHALL ANYTHING IN THIS ARTICLE 13 LIMIT THE RIGHT OF EITHER PARTY TO ANY EQUITABLE REMEDIES TO WHICH IT MAY OTHERWISE BE ENTITLED. EACH PARTY'S CUMULATIVE TOTAL LIABILITY FOR ANY AND ALL OBLIGATIONS ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID OR PAYABLE TO DALET DURING THE CURRENT PAYMENT TERM.

14- TAXES AND OTHER EXPENSES

You shall be responsible for payment of all federal, state and local sales and use taxes based upon the License Fee or use of the Software, other than taxes

based on Dalet's net income. Dalet shall provide You with prompt notice of the imposition of any such sales or use taxes for which You are responsible hereunder, shall permit You the right to challenge the imposition of such taxes on behalf of Dalet and shall provide reasonable cooperation to You (at Your expense) in connection with any such challenge by You.

15- ASSIGNABILITY

Except as otherwise provided herein, neither party may assign, encumber or transfer this Agreement nor delegate any of its obligations herein without the prior written consent of the other party; provided that either party may assign this Agreement without the consent of the other party to an Affiliate, a successor in interest, or in connection with a merger, acquisition or sale of all or substantially all of such party's assets to which this Agreement relates. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their successors and permitted assigns. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this provision shall be void and of no effect.

16- NOTIFICATION

Any notice given hereunder shall be in writing addressed as set forth above or at any other address specified in writing by such party. All notices shall be sent prepaid by certified mail, return receipt requested, overnight courier, hand delivery or fax. All notices shall be effective upon receipt by the designated individual address at the notice address.

17- ENTIRE AGREEMENT

This Agreement, together with the License Agreement, the Sales Agreement and all exhibits and schedules to any of the foregoing constitutes the entire understanding between the parties with respect to its subject matter, superseding all prior and contemporaneous understandings, promises and representations, whether oral or written. No modification or amendment of this Agreement shall be binding unless set forth in writing and signed by both parties.

18- RELATIONSHIP OF THE PARTIES

Dalet is providing Support Services as an independent contractor. Nothing in this Agreement will be construed to imply an employment, joint venture, lease, partnership, or agency relationship between the parties.

19- REQUISITE AUTHORITY

The individuals executing this Agreement warrant and represent that they each have the requisite

authority to do so on behalf of their respective corporations or other entities.

20- FORCE MAJEURE

Neither party shall be liable for any delay in meeting or for failure to meet any of its obligations under this Agreement, if and to the extent such delay or failure is due, directly or indirectly to any cause outside the party's reasonable control, including, without limitation, hostilities by or against the United States, revolution, rebellion, riot, public enemy, death of a President, terrorist acts, war, government regulations, strikes, lockouts, labor disputes, fire, power failure, flood, earthquake, epidemic, or act of God. If either party is prevented from meeting any of its obligations hereunder due to any cause outside its reasonable control, it shall promptly notify the other party in writing of the circumstances.

21- WAIVER

No delay or failure of either party in enforcing against the other party any term or condition of this Agreement, and no partial exercise by either party of any right hereunder, shall be deemed to be a waiver of any right of that party under this Agreement.

22- DISCLAIMER

EXCEPT FOR THE WARRANTIES SET FORTH ABOVE AND HEREIN, DALET MAKES AND YOU RECEIVE FROM DALET NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUPPORT SERVICES. DALET SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DALET MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SOFTWARE THAT IS NOT INCORPORATED INTO DALET'S SOFTWARE.

23- EXECUTION

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and each of which alone and all of which together, shall constitute one and the same agreement. A facsimile (or a photocopy thereof) or other electronic copy of any signature is deemed to be an original counterpart.

24- JURISDICTIONS AND GOVERNING LAW

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 you acquired the license in the United States, Canada, or elsewhere in

North or South America (the “Americas”); (b) in the country of France, if you acquired the license elsewhere. 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 solely only in a

federal or state court in the County of New York, New York, USA if the license was acquired in the Americas, or in the relevant tribunal in Paris, France, if the license was acquired 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.

EXHIBIT A: ORDER FORM

1- **Start Date:** [redacted] [To be filled, generally Start Date is the date of final acceptance of the Software in case a new installation or when system goes live if final acceptance is declared after the go live date.]

2- **Support Plan**

Software Service Level

- Standard
- Extended
- Premium

[Choose APPROPRIATE]

Service Level for Dalet-branded hardware

- Standard
- Extended
- Premium

[Choose APPROPRIATE]

3- **Site(s) where the Software will be used (if different from the registered office)**

[Fill]

4- **Software**

[Fill Software modules and number of users]

5- **Dalet-branded Hardware**

[Fill Hardware modules with Part Numbers and Serial Numbers]

6- **Support Fees**

EXHIBIT B - STANDARD SOFTWARE SUPPORT

Dalet shall provide Customer access to support services via telephone and email to Customer's Designated Administrators 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. "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		Acknowledgement	Error Processing
1	CRITICAL	4 Hours	8 Hours
2	HIGH	8 Hours	2 Business Days
3	MEDIUM	1 Business Day	1 Week
4	MINOR	5 Business Days	As Dalet deems appropriate

EXHIBIT B- EXTENDED SOFTWARE SUPPORT

Dalet shall provide Customer access to support services via telephone and email to Customer's Designated Administrators 24 hours x 7 days.

OFF-SHIFT HOURS SUPPORT – The Customer is entitled to receive off-shift hours support on a 24 x 7, 365 day basis. When experiencing a Severity 1 incident, the Customer 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 Customer'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		Time of Notification	Acknowledgement	Error Processing	Resolution (Fix or Workaround)
1	CRITICAL	Normal Business Hours	2 Hours	4 Hours	Continuous effort with 24 Hours objective
		Off-shift hours	4 Hours	8 Hours	
2	HIGH	Normal Business Hours	4 Hours	24 Hours	3 Business Days objective
3	MEDIUM		24 Hours	5 Business Days	In a next update
4	MINOR		3 Business Days	As Dalet deems appropriate	

EXHIBIT B- PREMIUM SOFTWARE SUPPORT

Dalet shall provide Customer access to support services via telephone and email to Customer's Designated Administrators 24 hours x 7 days.

OFF-SHIFT HOURS SUPPORT – The Customer is entitled to receive off-shift hours support on a 24 x 7, 365 day basis. When experiencing a Severity 1 incident, the Customer may contact the Technical Phone Support hotline for after-hour technical support specialist assistance. Dalet will provide reasonable commercial efforts to connect the call directly with an available support representative. 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 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 Customer'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.

TECHNICAL CONTACT - The Premium support plan includes the assignment of a Dalet technical point of contact.

REVIEW MEETINGS. During the Agreement period, review meetings will be held to discuss the usage of the service, the performance under contract and to discuss developments within the product. These meetings are designed as a feedback forum at which the Customer is able to close resolved service requests during the past period. All outstanding service issues will be raised at this forum and action on resolution/workaround will be formulated. These meetings will be scheduled on a bi-annual basis. Unscheduled interim meetings may be agreed subject to availability of the required persons, if a situation arises that warrants such a meeting.

PREVENTIVE MAINTENANCE. This includes the maintenance documentation delivery and remote inspection of the system on a bi-annual basis. This service cannot be used for product installation, commissioning, or enhancements. It can be used to assist Customer with product software updates. However this does not include assisting the customer with the implementation of recommendations provided by Dalet. Under no circumstances, this service exempts the Customer from running the regular maintenance operations.

RESPONSES TIMES

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

SEVERITY		Time of Notification	Acknowledgement	Error Processing	Resolution (Fix or Workaround)
1	CRITICAL	Normal Business Hours	1 Hours	2 Hours	Continuous effort with 12 Hours objective
		Off-shift hours	2 Hours	4 Hours	
2	HIGH	Normal Business Hours	2 Hours	12 Hours	2 Business Days objective
3	MEDIUM		12 Hours	3 Business Days	In a next update
4	MINOR		2 Business Days	As Dalet deems appropriate	

ESCALATION PROCESS TABLE

DALET		CUSTOMER	
1. Technical Contact		1. Administrator(s)	
2. Support Director		2. Maintenance Manager	
3. Sales Director		3. Operations Director	
4. Managing Director		4. Managing Director	

EXHIBIT C- 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 Customer's Designated Administrators during Normal Business Hours.

RESPONSES 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. Customers 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 Customer 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 Customer to the Dalet's reception center in the original or a suitable packing. All shipment costs from the Dalet factory to the Customer 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 Customer: DAP (Delivered At Place)

From Customer 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 Customer 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).

EXHIBIT C- 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 Customer'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. Customers 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 Customer does not provide the said detailed report. Repaired parts are delivered with a 90 days warranty.

ADVANCE EXCHANGE SERVICE.

Customers 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, Customer 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 Customer'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 Customer with the same model number of the Customer'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 customer will result in Dalet invoicing customer 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 Customer to the Dalet's Reception Center in the original or a suitable packing. All shipment costs from the Dalet factory to the Customer 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 Customer: DAP (Delivered At Place)

From Customer 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 Customer and an alternative solution will be proposed.

EXHIBIT C- 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 Customer'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. Customers 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 Customer does not provide the said detailed report. Repaired parts are delivered with a 90 days warranty.

ADVANCE EXCHANGE SERVICE.

Customers 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, Customer 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 Customer'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 Customer with the same model number of the Customer'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 customer will result in Dalet invoicing customer 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 Customer to the Dalet's Reception Center in the original or a suitable packing. All shipment costs from the Dalet factory to the Customer 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 Customer: DAP (Delivered At Place)

From Customer 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 Customer and an alternative solution will be proposed.