



**DALET** Dalet S.A  
16 rue Rivay,  
92300 Levallois-Perret FRANCE

**Dalet Digital Media Systems USA Inc.**  
100 Wall St  
New York, NY 10005 USA

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“Agreement”) 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:

WHEREAS, the purpose of this Agreement is to define the terms and conditions under which Dalet grants to You, the non-exclusive, non-transferable and personal right to use the Software referred to in any Order Form attached to this Agreement.

WHEREAS, You represent that:

- You have chosen the Software considering its needs, its business requirements and the hardware that it intends to use in conjunction with the use of the Software,
- You acknowledge the terms and conditions of the Agreement and it accepts them without reservation,
- You acknowledge that You have been informed by Dalet of the necessity of periodically performing a backup of Your data, whatever the medium on which the data may be recorded.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

### DEFINITIONS:

The following definitions shall apply to this Agreement:

- “Acceptance Date” means the date of the delivery of the Software.
- “Affiliate” mean an entity that controls, is controlled by, or shares common control with another entity, with at least 51% ownership interest.
- “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.
- “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 Software and its database. The terms and conditions governing the license of the Dalet APIs are set forth in Exhibit A attached hereto and incorporated herein by this reference.
- “Documentation” means the user manuals, the backup, support and maintenance procedures of the Software delivered by Dalet to You on paper media and/or on computer media.
- “Order Form” means the document which sets forth specific terms including licenses, support, and pricing.
- “Software” means the object code versions of the software referred to in the Order Form, including Documentation and any software delivered under Support, if any.
- “Support” is Dalet’s support services program for the Software as described in the Support Agreement.
- “Updates” means any software corrections provided by Dalet for any possible bug and/or dysfunction noted by You and may be made, at Dalet’s choice, of software code correcting one or more bug(s) and/or dysfunction(s) or of an Update of the Software including functionality evolutions or not.

#### **1. Grant of License:**

Subject to the terms and conditions of this Agreement and any Order Forms, Dalet hereby grants to You a non-exclusive, perpetual, revocable, and non-transferable right to

use the Software in accordance with the restrictions set forth herein, and to the extent of the authorizations acquired by You as specified in any Order Form. The Software shall only be used on the hardware and in the Territory indicated

in the Order Form. Any change of site must be approved in writing by Dalet, such approval not to be unreasonably withheld or delayed.

## **2. Restrictions on use**

You agree to not: (a) disassemble, reverse engineer, decompile or otherwise attempt to derive any Software source code from object code, except to the extent expressly permitted by applicable law despite this limitation (b) distribute or provide the Software 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 Software, if any; (e) prepare any derivative work of the Software or remove any product identification, copyright, trademark or other notice from the Software; or (f) violate any other usage restrictions contained in the Software installation instructions or release notes. Any third party software provided with Software may be used only with that Software and only in accordance with Section 2 of this Agreement. The Software must be used solely for the purposes and in the manner described in the Documentation.

## **3. Copy for backup and archival purpose**

You may not copy any Software (or any derivative works based on the Software) except for archival copies of such Software as may be reasonably necessary to support Your use thereof under this Agreement and for disaster recovery purposes. You may make such number of copies of the Documentation as You reasonably determines to be necessary. You agree to reproduce and incorporate all Proprietary Rights notices of Dalet in each copy of the Documentation, and all such copies shall be the property of Dalet and subject to the terms and conditions of this Agreement.

## **4. Specific conditions related to usage of Dalet API**

In case You are also granted licensing rights to one or more Dalet APIs, (which requires the execution of a separate Dalet API Licensing Agreement), the effective number of licenses of the Software incurred must take into account direct and indirect access to the Software and/or to its database through the Dalet API.

## **5. Intellectual proprietary and right of use**

Dalet (and/or its suppliers or licensors) own all right, title and interest to the Software (and any derivative works based on the Software), including all proprietary rights and other intellectual property rights. Dalet reserves all rights not expressly granted by it to You under this Agreement. You agree to (a) secure and protect all copies of all Software (and any derivative works based on the Software), in a manner consistent with Your obligations under this Agreement, and (b) take appropriate action by instruction or agreement with Your employees, temporary employees, or consultants who are permitted access to the Software (and any derivative works based on the Software), in order to satisfy Your obligations hereunder.

## **6. Delivery and installation**

The Software will be delivered to the You at Your designated address in the Territory. Upon completion of the DALET – Software License Agreement

installation, the parties agree to sign an acceptance document, confirming the installation of the Software.

## **7. Payment**

For the licenses granted by Dalet to You and for Support provided by Dalet after the warranty period, if any, You will pay Dalet the Software and/or Support fee in the currency set out in the relevant Order Form. You will pay each License fee and/or Support fee within thirty (30) days after date of invoice specifying amounts due. All fees payable under this Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes, which You will pay (excluding taxes based upon the net income of Dalet). You will pay a late fee to the maximum extent allowed by applicable law on all amounts not paid when due.

## **8. Confidential Information**

“Confidential Information” means all proprietary or confidential information that is disclosed to the recipient (“Recipient”) by the discloser (“Discloser”), and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its related financial information, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts; (ii) as to Dalet, and its licensors, the Software and any third party software provided with the Software; and (iii) the terms of this Agreement, including without limitation, pricing information. Confidential Information does not include information that Recipient can show: (a) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (d) is or was independently developed by or for Recipient. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Agreement.

## **9. Publicity**

You agree to keep confidential the terms and conditions of this Agreement; provided that the existence of this Agreement shall not be considered confidential. Dalet may issue press releases regarding the existence of this Agreement and may use Your logo and name in Dalet's promotional materials and on Dalet's web site solely for purposes of publicizing the existence of this Agreement.

## **10. Product Warranty; Limitation of Warranties**

Dalet warrants that the Software (but not any derivative works based on the Software unless provided by Dalet) will perform in material accordance with the Documentation and without Blocking Breakdowns for ninety (90) consecutive days (or the minimum duration required by law, if longer than ninety (90) days) following the Acceptance Date (the “Software Warranty”). Your sole and exclusive remedies for any breach of the Software Warranty shall be to have Dalet use commercially reasonable efforts to (i) provide a Software modification to correct the defect; or (ii) provide a work around solution; within a reasonable period, not to exceed an thirty 30 days from Dalet's receipt of written

notification of such defect (the Cure Period). You shall pay Dalet on a time and materials basis based on Dalet's then-current rates for any work performed by Dalet to resolve a purported defect in the Software that is later determined not to have been caused by a defect in the Software. If Dalet is unable to provide a modification or work around solution within the Cure Period then Your sole remedy shall be to terminate the license of the Software by giving written notice to Dalet within 10 days following the end of the Cure Period. In such event, You shall be entitled to a full refund of the license fees paid by You for such Software.

Dalet warrants that any Dalet-branded hardware or equipment 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 Acceptance Date (the "Hardware Warranty"). Your sole and exclusive remedy for any breach of the Hardware Warranty shall be to repair or replace, at Dalet's sole discretion, the equipment in question.

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.

**EXCEPT FOR THE PRODUCT WARRANTY SET FORTH ABOVE, DALET MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO ANY SOFTWARE, DOCUMENTATION, THIRD PARTY SOFTWARE OR OTHER PRODUCTS OR SERVICES, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DALET DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS CAN BE CORRECTED. DALET MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SOFTWARE THAT IS NOT INCORPORATED INTO DALET'S SOFTWARE.**

#### **11. Limitation of Liability**

EXCEPT FOR INFRINGEMENT CLAIMS, A BREACH OF CONFIDENTIALITY, A BREACH OF SECTION 2 BY YOU, OR THE WILLFUL INTENT OR GROSS NEGLIGENCE OF A PARTY, 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

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CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY. EXCEPT FOR INFRINGEMENT CLAIMS, A BREACH OF CONFIDENTIALITY, A BREACH OF SECTION 2 BY YOU, OR THE WILLFUL INTENT OR GROSS NEGLIGENCE OF A PARTY, DALET'S TOTAL LIABILITY FOR DAMAGES OF ANY KIND UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY YOU FOR THE SOFTWARE.

#### **12. Infringement Claims**

If a third party asserts a claim against You asserting that Your use of the Software 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 You for any damages finally awarded against Customer, but only if: You 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 You provide 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 Software in combination with products not supplied or approved by Dalet in writing or in the Software's user manuals, or (ii) the failure of You to use any updates to such Software within a reasonable time after such updates are made available to You. If Dalet believes the Software may violate a right, then Dalet will, at its expense: (a) modify the Software, or (b) procure the right to continue using the Software, and if (a) or (b) are not commercially reasonable, terminate Your right to use the Software and issue a refund prorated over five (5) years from the date of the Order Form. This section contains Your exclusive remedies and Dalet's sole liability for Infringement Claims.

#### **13. Termination**

Dalet may, by giving written notice thereof to You, terminate this Agreement as of the date specified in such notice, in the event that:

- (i) You default in the performance of any material obligation under this Agreement, including failure to pay any amounts due.
- (ii) if You are declared insolvent or bankrupt prior to making final payment of the purchase price or any required support payment, or any assignment of its property shall be made for the benefit of creditors or otherwise.

Upon the termination of this Agreement, You shall immediately stop using the Software and shall promptly return to Dalet the original and all copies of the Software.

#### **14. Export**

You will cooperate with Dalet as reasonably necessary to permit Dalet to comply with the laws and administrative regulations of all relevant countries, relating to the control of exports of commodities, software and technical data ("Export Laws"), You will not import, nor export or re-export directly nor indirectly (including via remote access), any part of the Software into or to any country for which a validated license is required for such import, export or re-export under applicable Export Laws without first obtaining

such a validated license.

**15. 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.

**16. General**

Dalet is not liable for its failure to perform any obligation under this Agreement during any period in which performance is delayed by You or circumstances beyond Dalet's reasonable control. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach. You may not assign or transfer this Agreement or a license to a third party, whether by merger or otherwise, without Dalet's written consent. All notices required or permitted under this Agreement will be given in writing to the general counsel of the other party at the address of the parties' corporate headquarters, and such notices will be considered given when received. Should any provision of this Agreement be invalid or unenforceable, the remainder of the provisions will remain in effect. Dalet rejects the applicability to this Agreement of any of Your terms and conditions listed on an Order Form. The parties acknowledge they have read this Agreement and agree that it is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Agreement, and supersedes any prior understandings or agreements with respect to any Dalet licensed Software (unless a signed contract between You and Dalet is in place). This Agreement may not be modified or rescinded except in writing signed by both parties.

## ORDER FORM

Customer:

Effective Date:

Territory

List software licensed, price, etc.

**DALET**

**CUSTOMER**

NAME

NAME

TITLE

TITLE

SIGNATURE

SIGNATURE