



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

DALET SOFTWARE SUPPORT AGREEMENT

This Software Support 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

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. |

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.

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 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

Support Services 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 one of Dalet’s Application Programming Interfaces (APIs).

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, 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.
- 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.

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.

Increases in Support Fees: Dalet shall not increase the annual Support Fees for the Support Services for the first Renewal Term. For any Renewal Terms following the first Renewal Term, upon giving written notice to You at least sixty (60) days prior to any expiration of the then current Renewal Term, Dalet may increase the Support Fee for the subsequent Renewal Term by an amount not to exceed the greater of 5% or the change in the Consumer Price Index. No such changes shall be effective prior to the expiration of the then-current Renewal Term and You shall have fifteen (15) days following the date of the notice in which to reject such an increase, thereby terminating the Support Services and this Agreement upon the effective date of the proposed increase in Support Fees.

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.

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.

| | |
|---|--|
| <p>Dalet</p> <p>Signature _____</p> <p>Name _____</p> <p>Title _____</p> <p>Date _____</p> | <p>Customer</p> <p>Signature _____</p> <p>Name _____</p> <p>Title _____</p> <p>Date _____</p> |
|---|--|

EXHIBIT A: ORDER FORM

1- **Start Date:** _____ [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
(EXHIBITS FOR EXTENDED AND PREMIUM SUPPORT AVAILABLE UPON REQUEST)**

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 C- STANDARD HARDWARE SUPPORT
(EXHIBITS FOR EXTENDED AND PREMIUM SUPPORT AVAILABLE UPON REQUEST)

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).