

SOFTWARE DEVELOPER AND KALTURA EXCHANGE PARTICIPANT LICENSE AGREEMENT

This SOFTWARE DEVELOPER LICENSE AGREEMENT together with any Order Form or attachment hereto, is made as of the date of execution (the “Effective Date”) and comprises the entire agreement (the “Agreement”) by and between Kaltura, Inc. (“Kaltura”), and the company accepting the terms of the Agreement via a signed Order Form (“Licensee”). Kaltura and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

- 1. Introduction and Definitions.** The Kaltura Application Exchange (“Exchange” or “Kaltura Exchange”) is a publicly available site where developers, service providers, or technology providers (“Participants”) can offer services and software to Kaltura customers, users, and the broader developer community. This Agreement governs: (i) the listing of Licensee’s Applications on the Exchange; and (ii) Licensee’s use of the Kaltura Software, API, and Kaltura Platform (as those terms are defined herein) for the purposes of developing, testing, and marketing Applications and/or other interfaces that interoperate with the Kaltura Software, API, and Kaltura Platform. The term “Applications” as used herein, shall mean software, extensions, applications and/or plugins that Licensee makes available for direct download through the Exchange. The term “Account” means the account(s) established by Kaltura to provide Licensee access to the Kaltura Platform in accordance with this Agreement. The term “Kaltura Platform” or “Platform” shall mean any of Kaltura’s solutions, offered to Licensee as a service that runs from Kaltura’s datacenters, including, without limitation, databases, metadata, files, and data either used to operate the services or incorporated therein, the system and processes, the documentation and all corrections. “Professional Services” shall mean any implementation work performed by Kaltura under this Agreement, including, integration of the Software and/or Platform with Licensee’s Application and/or system, as well as any custom development work. “Publisher Content” shall mean all of the content ingested to the Kaltura Platform via Licensee’s Account. “Order Form” shall mean the form supplied by Kaltura in order for Licensee to order Software, access to the Platform, and/or Professional Services under this Agreement.
- 2. License to the Software and Platform.** Subject to Licensee’s full compliance with all of the terms and conditions of this Agreement and the applicable Order Form, Kaltura grants Licensee a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the www.kaltura.com application software program interfaces (the “API”), as well as the software identified on an applicable Order Form, a copy of which shall be provided to Licensee by Kaltura (such software, collectively with the API, and together with any accompanying documentation, shall be referred to herein as the “Software”), for the sole purpose of developing, testing, and marketing Applications or other interfaces that interoperate with the Software (the “Purpose”). Licensee may make a single copy of the Software for backup purposes only, so long as Kaltura’s proprietary notices are reproduced on and in such copy. Kaltura shall also grant Licensee, free of charge (except as specifically set forth in the applicable Order Form), a license to use and access the Kaltura Platform in accordance with the applicable Order Form. Additionally, Licensee hereby orders from Kaltura any Professional Services described in the applicable Order Form and agrees to pay the fees set forth therein.
- 3. License to the Applications.** Licensee grants to Kaltura, its agents, contractors, and partners a non-exclusive, worldwide, and royalty free license to list, copy, perform, distribute, display, test, market, and use the Applications for administrative, demonstration, and marketing purposes in connection with the operation and marketing of the Exchange.
- 4. Limitations on Use.** Except as expressly authorized under this Agreement, Licensee may not: (a) sublicense, loan, rent, lease or otherwise transfer or distribute copies of the Software or any derivative works thereof to others; (b) sublicense, loan, rent, lease or

otherwise resell access to the Kaltura Platform; (c) use the Software for any purpose other than the Purpose; or (d) deploy the Software on a web server.

5. **Use of the Exchange.** As a participant in the Exchange, Licensee may offer services and software to users of the Kaltura Platform by making Applications available for direct download. Kaltura reserves the right to review Applications and to conduct security or technical testing at its sole discretion before including and listing any Applications on the Exchange. Kaltura retains sole discretion to determine the standards and procedures for review and may require Licensee to resubmit Applications periodically for security or technical testing. Kaltura reserves the right to display Applications and in a manner that will be determined at Kaltura's sole discretion. Kaltura reserves the right to suspend and/or bar Licensee from the Exchange or to remove or reclassify an Application at its sole discretion.
6. **Intellectual Property Rights.** Kaltura shall retain all right, title and interest in and to the Software, Kaltura Platform, and Exchange and all corrections, custom work, updates, modifications, derivative works and enhancements thereto (collectively, the "Modifications"), including all intellectual property rights therein and thereto. Nothing in this Agreement shall be construed as granting, expressly or by implication, to Licensee any ownership interest in the Software, Platform, Exchange and/or the Modifications. Except as expressly set forth herein, this Agreement does not grant Licensee any right to use any trademark, service mark, trade name or any other mark of Kaltura.
7. **Trademark and Logo Cross-License.** Each Party hereby grants to the other a nonexclusive, worldwide, fully paid-up, royalty free license for the term of this Agreement to use, in Licensee's case, the Kaltura Application Exchange Partner Logo, and in Kaltura's case, Licensee's name, any Application's name, and associated logos (collectively "Marks") solely to enable the other party to exercise its rights and perform its obligations under this Agreement. Use of the Marks shall be in accordance with the granting party's reasonable trademark usage policies, with proper markings and legends. Licensee shall cease or adjust the manner of its use of any Mark of Kaltura at the request of Kaltura. Licensee shall not use "Kaltura" or "Kaltura.com" in any of its trademarks or service marks or product, service, or company names. Licensee may include "for Kaltura" in the names of Applications for as long as they are listed on the Exchange.
8. **Reservation of Rights in Marks.** Each Party will retain all right, title and interest in and to its Marks, and all goodwill associated with use of such Marks will inure solely to its benefit. All use of a Party's Marks by the other Party shall conform to good trademark usage practice or any reasonable trademark usage guidelines or instructions that such Party may provide the other Party from time to time.
9. **Fees and Payment Schedule.** Licensee shall pay Kaltura the fees set forth in the Order Form, in accordance with any additional payment terms set forth therein. Payment for all invoices is due upon receipt. Any setup and professional fees shall be invoiced upon execution of the Order Form. Monthly service fees shall commence on the date set forth in the Order Form. All fees are exclusive of VAT and any other applicable sales tax. Licensee shall pay all fees and other amounts due pursuant to this Agreement and applicable Order Forms solely and exclusively in US Dollars. All payments hereunder are exclusive of any and all applicable sales, use, excise, import, export, value added and similar taxes and governmental charges.
10. **Licensee's Warranties.** Licensee represents and warrants that it has all intellectual property rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights, in and related to the Applications. Licensee further agrees that it will not submit material to the Exchange and/or Platform that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless Licensee is the owner of such rights or otherwise has the right to submit such material.

11. **Customer Data.** To the extent Licensee's Applications transmit Kaltura customers' data and media ("Customer Data") outside the Platform, Licensee shall notify such customers prior to their use of the Applications, that their Customer Data will be transmitted outside the Kaltura system and that Kaltura shall not be responsible for the privacy, security or integrity of such data. Licensee further represents and warrants that to the extent the Applications store, process or transmit Customer Data, Licensee will not, without appropriate prior user consent or except to the extent required by applicable law: (i) modify the content of Customer Data in a manner that adversely affects the integrity of Customer Data or, in the case of rich media, create modifications unless such modifications are permitted under US Copyright law or under the terms of the customers' selected content license; (ii) disclose Customer Data to any third party; (iii) use Customer Data for any purpose other than providing Application functionality to users of the Applications; or (iv) modify the content of Customer Data in a manner that makes it inaccurate or misleading. Licensee shall also maintain and handle all Customer Data in accordance with privacy and security measures reasonably adequate to preserve its confidentiality and security and all applicable privacy laws and regulations. A modification or disclosure of Customer Data does not violate either of the two preceding sentences to the extent it results from an activity of the applicable customer using the Application and a reasonable customer would expect that modification or disclosure of its data to occur as a result of that activity. Licensee shall also maintain and handle all Customer Data in accordance with privacy and security measures reasonably adequate to preserve its confidentiality and security and all applicable privacy laws and regulations. Notwithstanding the foregoing, this paragraph does not restrict Licensee's use or disclosure of aggregated data containing Customer Data, provided no Kaltura customers are identified through such aggregated data or through Licensee's use of such aggregated data.
12. **Publisher Content.** Kaltura does not endorse any Publisher Content or any opinion, recommendation, or advice expressed therein, and Kaltura expressly disclaims any and all liability in connection with Publisher Content. Licensee shall not permit copyright infringing material, or any illegal, inappropriate, or offending content to be uploaded to the Kaltura Platform via Licensee's Account. Licensee acknowledges and agrees that Kaltura does not screen or review Publisher Content on the Hosted Services to determine whether it contains false or defamatory material, or material which is offensive, indecent, objectionable, invasive of another's privacy or publicity rights, or which contains errors or omissions. Under no circumstances will Kaltura be liable in any way for any Publisher Content, including, but not limited to, for any defamation, falsehoods, errors or omissions in any such Publisher Content, or for any loss or damage of any kind incurred as a result of the use or publication of any such content posted, delivered, emailed or otherwise transmitted via the Hosted Services. Kaltura may remove any Publisher Content if notified that such content infringes on third parties' intellectual property rights. Kaltura reserves the right to remove Publisher Content without prior notice.
13. **Kaltura Independent Development.** Nothing in this Agreement will impair Kaltura's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, the integration developed as part of the Purpose or any other products, software or technologies that Licensee may develop, produce, market, or distribute.
14. **Feedback.** In the event Licensee provides Kaltura with comments or suggestions regarding, or for the creation, modification, correction, improvement or enhancement of the Software and/or other Kaltura products or services ("Feedback"), Licensee grants to Kaltura a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to Kaltura's licensees and customers, under all relevant intellectual property rights it may have in such Feedback, to use, publish, and disclose such Feedback in any manner Kaltura chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Kaltura's and its sublicensees' products or services embodying

Feedback in any manner and via any media Kaltura chooses, without reference to the source.

15. **Disclaimer of Warranties.** THE SOFTWARE, EXCHANGE, KALTURA PLATFORM AND ANY PROFESSIONAL SERVICES ARE PROVIDED “AS IS”, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND. KALTURA HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE, EXCHANGE AND/OR KALTURA PLATFORM, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ANY USE BY LICENSEE OF THE SOFTWARE, EXCHANGE AND/OR KALTURA PLATFORM IS AT ITS OWN RISK. KALTURA IS UNDER NO OBLIGATION TO PROVIDE UPDATES, ENHANCEMENTS OR CORRECTIONS TO THE SOFTWARE OR KALTURA PLATFORM AT ANY TIME IN THE FUTURE.
16. **Limitation of Liability.** EXCEPT WITH RESPECT TO THE INDEMNIFICATION AND CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION LOST REVENUES OR LOST PROFITS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT (INCLUDING, WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN WARNED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. UNDER NO CIRCUMSTANCE SHALL KALTURA BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER ARISING FROM THE USING OR INABILITY TO USE THE SOFTWARE. EXCEPT WITH RESPECT TO THE CONFIDENTIALITY AND INDEMNIFICATION PROVISIONS OF THIS AGREEMENT, AND LICENSEE’S PAYMENT OBLIGATIONS PURSUANT TO SECTION 9, IN NO EVENT SHALL EITHER PARTY’S MAXIMUM LIABILITY UNDER THIS AGREEMENT EXCEED \$8,000.
17. **Indemnification.** To the maximum extent permitted by law, Licensee agrees to defend, indemnify and hold harmless Kaltura, its affiliates and their respective directors, officers, employees and agents from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney’s fees) arising out of or accruing from: (i) Licensee’s use of the Software, the Kaltura Exchange and/or the Kaltura Platform; (ii) any Publisher Content; or (iii) a breach of any of Licensee’s warranties hereunder.
18. **Confidentiality.** The Software and all other information disclosed to Licensee pursuant to or in anticipation of this Agreement, regardless of medium and including analyses or other documents that contain or otherwise reflect or are derived from the Software (collectively, “Confidential Information”) shall (i) only be used by Licensee for the Purpose; (ii) be kept in strict confidence; and (iii) not be disclosed to any third party, except those of Licensee’s employees with a strict “need to know” in order for the receiving Party to pursue the Purpose; provided that such employees shall, prior to any disclosure, have agreed by signed writing or otherwise be bound to confidentiality obligations no less strict than those described herein. Licensee acknowledges that Kaltura considers its Confidential Information to contain trade secrets and that any unauthorized use or disclosure of such information may cause Kaltura irreparable harm for which its remedies at law would be inadequate. Accordingly, Licensee acknowledges and agrees that Kaltura will be entitled, in addition to any other remedies available to it at law or in equity, to seek the issuance of injunctive relief, without bond, enjoining any breach or

threatened breach of Licensee's obligations hereunder with respect to the Confidential Information of Kaltura.

19. **Relationship of the Parties.** Nothing contained herein or in any other writing shall imply any partnership, joint venture, agency or employment relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever.
20. **Non-Assignment.** Neither Party may assign, subcontract, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written approval, whether by contract, operation of law or otherwise. Any attempt to do so without such approval shall be void. Subject to the foregoing sentence, this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.
21. **Term and Termination.** Unless otherwise specified in an applicable Order Form, the term of this Agreement shall commence on the Effective Date and continue for twelve (12) months thereafter (the "Term"). The Term shall automatically renew for subsequent twelve (12) month terms (each a "Renewal Term"), unless not less than thirty (30) days prior to the end of the Term or any Renewal Term, one Party indicates in writing to the other Party of its intention not to renew. Either Party may terminate this Agreement prior to the expiry of the Term, with or without cause, upon ten (10) days written notice. The Agreement shall terminate immediately if Licensee fails to comply with any of the terms or conditions of this Agreement. In such case, Kaltura shall provide a notice of termination, which shall become effective immediately upon its receipt by Licensee. Upon termination or expiry of this Agreement: (i) all rights and licenses granted to Licensee hereunder will expire, and Licensee shall immediately cease any use of the Software, Platform, and/or Exchange and return any copies of the Software to Kaltura, erase and destroy any and all copies of the documentation and any other proprietary materials of Kaltura in its possession and provide Kaltura with written evidence attesting to its compliance with the foregoing; and (ii) Licensee shall immediately pay to Kaltura any amounts owed to Kaltura pursuant to the applicable Order Form.
22. **Notice.** All notice required to be given under this Agreement must be given in writing and delivered either by hand, e-mail, certified mail (return receipt requested, postage pre-paid) or nationally recognized overnight delivery service (all delivery charges pre-paid) and addressed, if to Licensee, to the contact identified in the Order Form completed by Licensee and, if to Kaltura, to Kaltura, Inc., 5 Union Square West, Suite 602, New York, NY 10003, attn: General Counsel.
23. **Miscellaneous.** This Agreement is the entire agreement between the Parties relative to the Software, and supersedes all prior statements, proposals or agreements relative to its subject matter whether written or oral. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of Kaltura and Licensee. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing signed by a duly authorized signatory of the Party making such waiver, and no single waiver will constitute a continuing or subsequent waiver. All notices required to be given under this Agreement must be given in writing and delivered to the addresses specified above. The validity, interpretation, enforceability, and performance of this Agreement shall be exclusively governed by and construed in accordance with the laws of the State of New York. The Parties hereby agree to submit to the exclusive jurisdiction of the courts of New York. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
24. This Agreement shall come into effect between the Parties only upon execution of an Order Form by both Parties.

