

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): March 30, 2022

Kaltura Inc

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-40644
(Commission
File Number)

20-8128326
(IRS Employer
Identification No.)

860 Broadway
3rd Floor
New York, New York 10003
(Address of Principal Executive Offices) (Zip Code)

(646) 290-5445
(Registrant's telephone number, including area code)

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12).
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b)).
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbols	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	KLTR	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On March 30, 2022, the Compensation Committee (the “Committee”) of the Board of Directors of Kaltura, Inc. (the “Company”) approved amendments to (i) the Employment Agreement, dated as of May 1, 2012, as amended, by and between Kaltura Ltd. and Ron Yekutieli, the Company’s Chairman and Chief Executive Officer, to increase Mr. Yekutieli’s monthly base salary from NIS 41,300 to NIS 45,744, effective April 1, 2022, annual bonus compensation from NIS 434,400 to NIS 547,956 and annual stretch bonus compensation from NIS 141,600 to 182,652, effective January 1, 2022 (ii) the Consulting Agreement, dated as of January 1, 2018, as amended, by and between the Company and Mr. Yekutieli, to decrease Mr. Yekutieli’s monthly base salary from \$10,059 to \$9,503, effective April 1, 2022, increase annual bonus compensation from \$103,400 to \$114,158 and annual stretch bonus compensation from \$51,700 to \$57,079, effective January 1, 2022 and (iii) the Consulting Agreement, dated as of May 1, 2014, as amended, by and between Kaltura Europe Limited and Mr. Yekutieli, to decrease Mr. Yekutieli’s monthly base salary from \$15,088 to \$14,255, effective April 1, 2022, increase annual bonus compensation from \$131,607 to \$171,236 and annual stretch bonus compensation from \$42,900 to \$57,079, effective January 1, 2022 (collectively, the “Yekutieli Amendments”).

On March 30, 2022, the Committee also approved an amendment to the Employment Agreement, dated as of June 18, 2017, as amended, by and between Kaltura Ltd. and Yaron Garmazi, the Company’s Chief Financial Officer (the “Garmazi Amendment”), to increase Mr. Garmazi’s monthly base salary from NIS 90,000 to NIS 103,500, effective April 1, 2022, annual bonus compensation from NIS 810,000 to NIS 931,500 and annual stretch bonus compensation from NIS 303,750 to NIS 349,313, effective January 1, 2022.

On March 30, 2022, the Committee also approved an amendment to the Employment Agreement, dated as of April 1, 2018, as amended, by and between Kaltura Ltd. and Michal Tsur, the Company’s President and Chief Marketing Officer (the “Tsur Amendment”), to increase Dr. Tsur’s monthly base salary from NIS 85,000 to NIS 93,500, effective April 1, 2022, annual bonus compensation from NIS 765,000 to NIS 841,500 and annual stretch bonus compensation from NIS 286,875 to NIS 315,563, effective January 1, 2022.

The foregoing descriptions of the Yekutieli Amendments, the Garmazi Amendment and the Tsur Amendment are qualified in their entirety by reference to the full and complete terms contained in the Yekutieli Amendments, the Garmazi Amendment and the Tsur Amendment, respectively, copies of which are filed as Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Employment Agreement, dated as of May 1, 2012, by and between Kaltura Ltd. and Ron Yekutieli, as amended.
10.2	Consulting Agreement by and between Kaltura, Inc. and Ron Yekutieli, effective January 1, 2018, as amended.
10.3	Consulting Agreement by and between Kaltura Europe Limited and Ron Yekutieli, effective May 1, 2014, as amended.
10.4	Employment Agreement, dated as of June 18, 2017, by and between Kaltura Ltd. and Yaron Garmazi, as amended.
10.5	Employment Agreement, dated as of April 1, 2018, by and between Kaltura Ltd. and Michal Tsur, as amended.
104	Cover Page Interactive Data file (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

KALTURA, INC.

Date: April 4, 2022

By: /s/ Yaron Garmazi
Name: Yaron Garmazi
Title: Chief Financial Officer

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of the 1st day of May, 2012, by and between Kaltura, Ltd., a company organized under the laws of the State of Israel, registered under number 51-294781-3, with offices at 13 Tuval Street, Israel (the "Company") and Ron Yekutiel Israel Identity Number ###, residing at Tel-Aviv, Israel (the "Executive").

WHEREAS, the Company desires to employ the Executive as the CEO of the Company and the Executive desires to serve as the CEO of the Company and to engage in such employment, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the respective agreements of the parties contained herein, the parties agree as follows:

1. **Employment.**

- a. The Company agrees to employ the Executive as the CEO of the Company and the Executive agrees to be employed by the Company as its CEO on the terms and conditions hereinafter set forth.
 - b. The Executive's duties and responsibilities shall include but not be limited to those duties and responsibilities customarily performed by a CEO. The Executive shall be under the direct supervision of and comply with the directives of the Board of Directors of the Company or such officer of the Company as may be appointed by the Board of Directors of the Company from time to time (the "Board").
 - c. Excluding periods of vacation, sick leave and military reserve service to which the Executive is entitled or required, the Executive agrees to devote total attention and full time to the business and affairs of the Company and its subsidiaries as required to discharge the responsibilities assigned to the Executive hereunder. During the term of this Agreement, the Executive shall not be engaged in any other employment nor engage actively in any other business activities or in any other activities which may hinder his performance hereunder, with or without compensation, for any other person, firm or company without the prior written consent of the Company.
 - d. The Executive's duties shall be in the nature of management duties that demand a special level of loyalty and accordingly the Law of Work Hours and Rest 5711 - 1951 shall not apply to this Agreement. The parties hereto confirm that this is a personal services contract and that the relationship between the parties hereto shall not be subject to any general or special collective employment agreement or any custom or practice of the Company in respect of any of its other employees or contractors.
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2. **Base Salary.**

- a. The Company agrees to pay or cause to be paid to the Executive during the term of this Agreement a gross salary equal to 60,000 NIS (the "Base Salary"). The Base Salary shall be payable monthly in arrears, no later than the 9th day of each month.
- b. The Base Salary specified in Section 2(a) includes remuneration for working overtime and on days of rest, and the Executive shall not be entitled to any further remuneration or payment whatsoever other than the Base Salary and/or benefits, unless expressly specified in this Agreement. The Executive acknowledges that the Base Salary to which he is entitled pursuant to this Agreement constitutes due consideration for him working overtime and on days of rest.
- c. In addition to the Base Salary, Company agrees to pay the Executive a gross monthly amount of 12,380 NIS to cover housing expenses.
- d. All amounts payable hereunder shall be reviewed annually by the Board of Directors of the Company.

3. **Executive Benefits.**

- a. The Executive shall be entitled to the following benefits:
 - i. Sick Leave. The Executive shall be entitled to fully paid sick leave pursuant to the Sick Pay Law 5736 - 1976.
 - ii. Vacation. The Executive shall be entitled to an annual vacation of twenty (20) working days per year. A "working day" shall mean Sunday to Thursday inclusive. Up to one year's equivalent of vacation days may be accumulated and may, at the Executive's option, upon thirty (30) days written notice to the Company, be converted into cash payments in an amount equal to the proportionate part of the Base Salary for such days to the extent provided by law.
 - iii. Manager's Insurance. The Company shall effect a Manager's Insurance Policy (the "Policy") in the name of the Executive, and shall pay a sum up to 15.83% of the Executive's Base Salary towards such Policy, of which 8.33% will be on account of severance pay and 5% on account of pension fund payments and up to a further 2.5% of the Executive's Base Salary on account of disability pension payments. The Company shall deduct 5% from the Executive's Base Salary to be paid on behalf of the Executive towards such Policy.
 - iv. Further Education Fund Contributions. The Company shall pay a sum equal to 7.5% of the Executive's Base Salary and shall deduct 2.5% from the Executive's Base Salary to be paid on behalf of the Executive toward a further education fund. Use of these funds shall be in accordance with the by-laws of such fund.
 - v. If the Executive makes use of a car leased by the Company, the cost of using the car, as established by the Company, shall be deducted from the Salary.
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vi. The Executive shall be provided with a cellular telephone.

4. Expenses.

- a. The Executive shall be entitled to receive prompt reimbursement of all direct expenses reasonably incurred by him in connection with the performance of his duties hereunder; provided, however, that (a) such expenses are incurred in accordance with the Company's expense policy in effect at such time (the "Expense Policy"), (b) the Executive has submitted, in writing, in the proper format, an expense report for the same, together with written receipts, in accordance with the Expense Policy (each, an "Expense Report"). Executive hereby acknowledges that once reimbursement has been received for goods purchased by Executive on behalf of the Company, such goods shall become the sole property of the Company.

5. Term and Termination.

- a. The term of employment under this Agreement shall commence as of the date of this Agreement and will continue unless terminated under the following circumstances:
- i. Disability. The Company may terminate the Executive's employment after having established the Executive's disability. For purposes of this Agreement, "disability" means a physical or mental infirmity which impairs the Executive's ability to substantially perform his duties under this Agreement which continues for a period of at least ninety (90) consecutive days. Upon termination for disability, the Executive shall be entitled to severance pay required by law (subject to the provisions of Section 5(d) below).
 - ii. Cause. The Company may terminate the Executive's employment for cause. For purposes of this Agreement, termination for "cause" shall mean and include: (i) conviction of any felony involving moral turpitude or affecting the Company or its subsidiaries; (ii) any refusal to carry out a reasonable directive of the Board which involves the business of the Company or its subsidiaries and was capable of being lawfully performed; (iii) embezzlement of funds of the Company, its parent company or its subsidiaries; (iv) ownership, direct or indirect, of an interest in a person or entity (other than a minority interest in a publicly traded company) in competition with the products or services of the Company or its parent company, or its subsidiaries, including those products or services contemplated in a plan adopted by the Board of Directors of the Company or its subsidiaries; (v) any breach of the Executive's fiduciary duties or duties of care to the Company (except for conduct taken in good faith); (vi) any material breach of this Agreement by the Executive. If the employment of the Executive is terminated for cause, then the Executive shall only be entitled to: (x) severance pay in the amount required by law, if required (subject to the provisions of Section 5(d) below); and (y) the portion of the Policy that was contributed by the Executive.
 - iii. Without Cause. The Company may terminate the Executive's employment without cause provided that the Executive is given not less than ninety (90) days written notice. During
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such ninety (90) day period the Executive shall be entitled to compensation pursuant to Section 2. Upon termination without cause, the Executive shall be entitled to severance pay required by law (subject to the provisions of Section 5(d) below).

- iv. Termination by Executive. The Executive may terminate his employment with the Company upon sixty (60) days notice to the Company. During such sixty (60) day period the Executive shall be entitled to compensation pursuant to Section 2.
- b. Upon the termination of the Executive's employment with the Company, other than for cause (as defined in Section 5(a)(ii) above), the right to receive the Policy and the further education fund shall be automatically assigned to the Executive.
- c. During the period following notice of termination by any party for any reason, the Executive shall cooperate with the Company and use his best efforts to assist the integration into the Company's organization of the person or persons who will assume the Executive's responsibilities. At the option of the Company, the Executive shall during such period either continue with his duties or remain absent from the premises of the Company.
- d. In the event of any termination of his employment, whether or not for cause and whatever the reason, the Executive will promptly deliver to the Company or the Parent all documents, data, records and other information pertaining to his employment or any Proprietary Information (as defined below) or Company Intellectual Property (as defined below), and the Executive will not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to his employment or any Proprietary Information (as defined below) or Company Intellectual Property (as defined below).

6. Reserve Duty.

- a. The Executive shall continue to receive the salary provided for hereunder during periods of military reserve duty. The Executive hereby assigns and undertakes to pay to the Company any amounts received from the National Insurance Institute as compensation for such reserve duty service.

7. Non-disclosure and proprietary information agreement.

- a. The Executive shall sign the Company's standard Non-Disclosure and Proprietary Information Agreement.

8. Notice.

- a. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or sent by registered mail, postage prepaid, addressed to the respective addresses set forth below or last
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given by each party to the other, except that notice of change of address shall be effective only upon receipt. The initial addresses of the parties for purposes of this Agreement shall be as follows:

The Company: Kaltura LTD
13 Tuval Street, Ramat Gan
Attn: CFO

The Executive: Ron Yekutiel
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9. Miscellaneous.

- a. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
 - b. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel, without giving effect to the rules respecting conflicts-of-law
 - c. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.
 - d. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made either party which are not expressly set forth in this Agreement.
 - e. This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and the Company shall require such successor or assign to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. The term "successors and assigns" as used herein shall mean a corporation or other entity acquiring all or substantially all the assets and business of the Company (including this Agreement) whether by operation of law or otherwise.
 - f. Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Executive, his beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal personal representative.
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g. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and the Executive has executed this Agreement as of the day and year first above written.

Kaltura, Ltd.

By: /s/ Michal Tsur

Name: Michal Tsur

Title: Director

The Executive

By: /s/ Ron Yekutiel

Name: Ron Yekutiel

ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (this "**Addendum**") is made and entered this 4th day of November 2018 by and between Kaltura Ltd., (the "**Company**"), and Ron Yekutieli (the "**Employee**"). Company and Employee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Parties entered into an Employment Agreement dated 1 May 2012 as was amended from time to time (the "**Employment Agreement**");

WHEREAS, the Parties wish to amend or add certain terms and provisions to the Employment Agreement as detailed below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, the Parties agree as follows:

Capitalized terms used but not defined herein have the meanings assigned to them in the Employment Agreement.

1. Salary

- a. Effective from 1 July 2018 (the "**Salary Increase Date**") Employee's Monthly Salary shall be as follows:
 - i. Base Salary shall be NIS 28,560 (gross)
 - ii. Global Overtime Pay shall be NIS 7,140 (gross)
 - iii. Monthly Salary (Base + Global Overtime Pay) shall be NIS 35,700 (gross)
- b. The Monthly Salary from the Salary Increase Date to 31 December 2018 shall be paid as follows: (a) an amount equal to the Monthly Salary prior to the Salary Increase Date shall be payable at the end of each calendar month; and (b) the difference between the Monthly Salary payable prior to the Salary Increase Date and the Monthly Salary payable after the Salary Increase Date will be paid to the Employee in January 2019's salary payment. Beginning January 1, 2019, the full Monthly Salary will be payable at the end of each calendar month.
- c. Effective from the Salary Increase Date the amounts contributed by the Company to the Employee's Education Fund will not be subject to the limit recognized by the Income Tax Authority.
- d. It is explicitly acknowledged and agreed that the Monthly Salary includes mandatory travel expenses in accordance with applicable law and Employee shall not be entitled to receive any additional reimbursement of travel expenses.
- e. The paragraph directly under the heading "**Linkage to US Dollar**" is hereby stricken from the Employment Agreement.

2. Bonus

- a. The applicable Bonus for the 2018 calendar year and any subsequent calendar years shall be as follows:
 - i. The maximum Annual Bonus shall be 320,400 NIS (gross).
 - ii. The maximum Annual Additional Stretch Bonus shall be 76,960 NIS (gross)
- b. Employee's entitlement to the Annual Bonus and Additional Stretch Bonus shall be determined, for each calendar year, on the basis of Employee's (and the Company's)

attainment of certain goals and objectives defined by the Company. The goals and objectives for each calendar year will be established and approved by the Kaltura, Inc. Board of Directors (the "Qualifying Objectives"). For the 2018 calendar year, the Qualifying Objectives shall be those set forth in Exhibit A hereto.

- c. As of January the Employee's Monthly Bonus Amount shall be 18,690 NIS (gross) (i.e., the equivalent of 70% of the pro-rated Annual Bonus).
 - d. At the end of Q2 of each calendar year, and again at the end of the calendar year, Company will assess attainment of the Qualifying Objectives, and will calculate Employee's entitlement to the Bonus (or any portion thereof). In the event that Annual Bonus and Annual Additional Stretch Bonus attainment amounts exceed the aggregate Monthly Bonus Amounts paid during the applicable calendar year, then the Employee shall be entitled to receive the balance, which will be paid in September (based on attainment calculated as of the end of Q2) and March of the subsequent calendar year (for attainment calculated as of the end of the applicable calendar year), respectively. In the event that the applicable Annual Bonus and Annual Additional Stretch Bonus attainment amounts are lower than the aggregate Bonus amounts paid during the applicable calendar year, then such shortfall amount will be taken into account and deducted from Employee's future Bonus payments. For the avoidance of doubt, for the 2018 calendar year, the difference between the Monthly Bonus Amounts paid in 2018 (inclusive of any monthly amounts paid prior to the effective date of this Addendum) and the Annual Bonus and Annual Additional Stretch Bonus attainment calculated at the end of the calendar year shall be paid by the end of March 2019.
 - e. As of January 2018, Bonus payments shall not be taken into account in the calculation of any employment related payments or social benefits.
3. Except as expressly set forth herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and each Party hereto agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date set forth above.

THE COMPANY

Signature: /s/ Sigal Srur

Name: Sigal Srur

Title: SVP HR

Date: November 4, 2018

THE EMPLOYEE

Signature: /s/ Ron Yekutiel

Name: Ron Yekutiel

Title: CEO

Date: November 4, 2018

EXHIBIT A

- 18.5% of the on-target Annual Bonus shall be based on attainment of the New MRR Booking Goal (\$2.163M)
 - Linear from 75% to 100% of Annual New MRR Booking Goal; zero under 75% attainment (i.e., under \$1.62M new MRR booking). Double rate north of 100% attainment up to a maximum of 150% attainment (which is attained at 125% of the Annual New MRR Booking Goal, i.e., at \$2.7038M new MRR booking)
- 18.5% of the on-target Annual Bonus shall be based on attainment of the Average % Gross MRR Churn Goal (-9.8%)
 - 150% for better than 7.5% Gross MRR Churn
 - 140% for 7.5-8% Gross MRR Churn
 - 130% for 8-8.5% Gross MRR Churn
 - 120% for 8.5-9% Gross MRR Churn
 - 110% for 9-9.5% Gross MRR Churn
 - 100% for 9.5-10% Gross MRR Churn
 - 90% for 10-11% Gross MRR Churn
 - 80% for 11-12% Gross MRR Churn
 - 70% for 12-13% Gross MRR Churn
 - 60% for 13-14% Gross MRR Churn
 - 50% for 14-15% Gross MRR Churn
 - No bonus for the churn component if over 15% Gross MRR Churn
- 18.5% of the on-target Annual Bonus shall be based on attainment of the Free Cash Flow Annual Goal (negative \$11.546M)
 - 130% for better than (\$7.0M)
 - 120% for (\$7.0M) (\$8.5M)
 - 110% for (\$8.5M) (\$10.0M)
 - 100% for (\$10.0M) (\$11.5M)
 - 90% for (\$11.5M) (\$12.0M)
 - 80% for (\$12.0M) (\$12.5M)
 - 70% for (\$12.5M) (\$13.0M)
 - 60% for (\$13.0M) (\$13.5M)
 - 50% for (\$13.5M) (\$14.0M)

- o 0% under (\$14.0M)

- 44.5% of the on-target Annual Bonus shall be based on the attainment of OKRs defined by Company (no attainment beyond 100%)

ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (this "**Addendum**") is made and entered into this 30 day of December 2019 by and between Kaltura Ltd., (the "**Company**"), and Ron Yekutieli (the "**Employee**"). Company and Employee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, the Parties entered into an Employment Agreement dated 1 May 2012 as was amended from time to time (collectively, the "**Employment Agreement**");

WHEREAS, the Parties wish to amend or add certain terms and provisions to the Employment Agreement as detailed below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, the Parties agree as follows:

Capitalized terms used but not defined herein have the meanings assigned to them in the Employment Agreement.

1. Salary

- a. Effective from 1 January 2020 (the "**Salary Increase Date**") Employee's Monthly Salary shall be as follows:
 - i. Base Salary shall be NIS 32,800 (gross)
 - ii. Global Overtime Pay shall be NIS 8,200 (gross)
 - iii. Monthly Salary (Base + Global Overtime Pay) shall be NIS 41,000(gross)

2. Bonus

- a. The applicable Bonus for the 2020 calendar year shall be as follows:
 - i. The maximum Annual Bonus shall be 369,600 NIS (gross).
 - ii. The maximum Annual Additional Stretch Bonus shall be 88,920 NIS (gross)
- b. Employee's entitlement to the Annual Bonus and Additional Stretch Bonus shall be determined, for each calendar year, on the basis of Employee's (and the Company's) attainment of certain goals and objectives defined by the Company. The goals and objectives for calendar year 2020 will be set by the Compensation Committee that will be held on February 2020 ("Qualifying Objectives").
- c. As of January 2020, the Employee's Monthly Bonus Amount shall be 21,560 NIS (gross) (i.e., the equivalent of 70% of the pro-rated Annual Bonus).

3. Car

- a. Section 3(v) of the Employment Agreement dated 1 May 2012 shall be deleted and replaced with the following:

The Company shall provide the Employee with a leased or rented car, Group 3 as indicated in the car's license, (the "Car") and cover all the operating expenses of the Car(excluding parking expenses & traffic, tickets, fines or any other expenses as result of unlawful conduct by the Employee, all which shall be the responsibility of, and paid for by the Employee). The applicable tax imposed with regards to the Car will be grossed up and borne by the Company ("Gilum").

4. Except as expressly set forth herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and each Party hereto agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date set forth above.

THE COMPANY

By: /s/ Sigal S
Name: Sigal S
Title: CHRO
Date: January 20, 2020

THE EMPLOYEE

By: /s/ Ron Yekutiel
Name: Ron Yekutiel
Title: CEO
Date: January 21, 2020

ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (this “**Addendum**”) is made and entered into this 4 day of March 2021 by and between Kaltura Ltd., (the “**Company**”), and Ron Yekutieli (the “**Employee**”). The Company and the Employee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Parties entered into an Employment Agreement dated 1 May 2012 (as subsequently amended from time to time, the “**Employment Agreement**”);

WHEREAS, the Parties wish to amend or add certain terms and provisions to the Employment Agreement as detailed below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, the Parties agree as follows:

Capitalized terms used but not defined herein have the meanings assigned to them in the Employment Agreement.

1. Salary
 - a. Effective from 1 January 2021 (the “**Salary Increase Date**”), the Employee’s Monthly Salary shall be as follows:
 - i. Base Salary shall be NIS 33,040 (gross)
 - ii. Global Overtime Pay shall be NIS 8,260 (gross)
 - iii. Monthly Salary (Base + Global Overtime Pay) shall be NIS 41,300 (gross)

2. Bonus
 - a. The applicable Bonus for the 2021 calendar year shall be as follows:
 - i. The maximum Annual Bonus shall be NIS 434,400 (gross).
 - ii. The maximum Annual Additional Stretch Bonus shall be NIS 141,600 (gross)
 - b. The Employee’s entitlement to the Annual Bonus and Additional Stretch Bonus shall be determined, for each calendar year, on the basis of the attainment of certain financial and operational metrics set by Kaltura Inc.’s board of directors.
 - c. As of January 2021, the Employee’s Monthly Bonus Amount shall be NIS 25,340 (gross) (i.e., the equivalent of 70% of the pro-rated Annual Bonus) on account of the Annual Bonus (section 2.a.i above).

3. Pension Plan and Severance Pay

Section d of the Addendum to Personal Employment Agreement dated 28 May 2015 will be replaced with the following:

 - a. In the event that the Pension Insurance is Managers Insurance: the Company shall contribute 14.833% of the Monthly Salary (of which 8.33% will go towards severance, at least 6.5% are designated for premium payments and an additional percentage will go towards disability insurance, at a rate necessary to insure 75% of the Monthly Salary - “**Company Contribution**”) and the Employee shall contribute 6% of the Monthly Salary

payment (“**Employee’s Contribution**”) toward the premiums payable in respect of such insurance (the “**Pension Insurance Policy**”).

- b. In the event that the Pension Insurance is a Pension Fund: The Company shall contribute 14.833% of the Monthly Salary (of which 8.33% will be towards severance - “**Company Contribution**”) and the Employee shall contribute 6% of the Monthly Salary payment (“**Employee’s Contribution**”) toward the premiums payable in respect of such fund (the “**Pension Insurance Policy**”).
- c. For clarity’s sake, the abovementioned contributions to the Employee’s Pension Insurance may be changed from time to time according to applicable law.

4. The following is hereby stricken from Section 2 of the Employment Agreement:

“In addition to the Base Salary, Company agrees to pay the Executive a gross monthly amount of 12,380 NIS to cover housing expenses.”

5. Except as expressly set forth herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and each Party hereto agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date set forth above.

THE COMPANY

Signature: /s/ S. Srur
Name: Sigal S
Title: CHRO
Date: March 7, 2021

THE EMPLOYEE

Signature: /s/ Ron Yekutiel
Name: Ron Yekutiel
Title: CEO
Date: March 7, 2021

ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (this “**Addendum**”) is made and entered into this 30th day of March 2022 by and between Kaltura Ltd., (the “**Company**”), and Ron Yekutieli (the “**Employee**”). The Company and the Employee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Parties entered into an Employment Agreement dated 1 May 2012 (as subsequently amended from time to time, the “**Employment Agreement**”);

WHEREAS, the Parties wish to amend or add certain terms and provisions to the Employment Agreement as detailed below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, the Parties agree as follows:

Capitalized terms used but not defined herein have the meanings assigned to them in the Employment Agreement.

1. Salary
 - a. Effective from 1 April 2022 (the “**Salary Increase Date**”), the Employee’s Monthly Salary shall be as follows:
 - i. Base Salary shall be NIS 36,595 (gross)
 - ii. Global Overtime Pay shall be NIS 9,149 (gross)
 - iii. Monthly Salary (Base + Global Overtime Pay) shall be NIS 45,744 (gross)
2. Bonus
 - a. The applicable Bonus for the 2022 calendar year shall be as follows:
 - i. The maximum Annual Bonus shall be NIS 547,956 (gross).
 - ii. The maximum Annual Additional Stretch Bonus shall be NIS 182,652 (gross)
 - b. The Employee’s entitlement to the Annual Bonus and Additional Stretch Bonus shall be determined, for each calendar year, on the basis of the attainment of certain financial and operational metrics set by Kaltura Inc.’s board of directors or its compensation committee.
 - c. As of January 2022, the Employee’s Monthly Bonus Amount shall be NIS 31,964 (gross) (i.e., the equivalent of 70% of the pro-rated Annual Bonus) on account of the Annual Bonus (section 2.a.i above).

3. Except as expressly set forth herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and each Party hereto agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date set forth above.

THE COMPANY

THE EMPLOYEE

By: /s/ Yaron Garmazi

By: /s/ Ron Yekutiel

Name: Yaron Garmazi

Name: Ron Yekutiel

Title: Chief Financial Officer

Title: Chief Executive Officer

Date: March 31, 2022

Date: April 3, 2022

CONSULTING AGREEMENT

EFFECTIVE DATE: January 1, 2018

THIS CONSULTING AGREEMENT (the "**Agreement**") made as of the effective date set forth above by and between Kaltura Inc., a Delaware corporation ("**Client**") and the consultant named on the signature page hereto ("**Consultant**"). The Client desires to retain Consultant for the provision of chairman services in Consultant's capacity as Chairman of the Board of Directors of Client (the "**Services**"). This Agreement replaces and supersedes any previous consulting agreement entered into between Consultant and Client.

1. Engagement of Services. Subject to the terms of this Agreement, Consultant will render the Services as directed by Client's Board of Directors. Except as otherwise provided herein, Consultant will have exclusive control over the manner and means of performing the Services, including the choice of place and time. Consultant will provide, at Consultant's own expense, a place of work and all equipment, tools and other materials necessary to complete the Services; however, to the extent necessary to facilitate performance of the Services, Client may, in its discretion, make its equipment or facilities available to Consultant at Consultant's request. While on the Client's premises, Consultant agrees to comply with Client's then-current access rules and procedures, including those related to safety, security and confidentiality.

2. Compensation. For all Services provided commencing July 1, 2018 and until termination of the Agreement, Client shall pay Consultant a monthly fee of USD \$8,333 (the "**Monthly Fee**"). The Monthly Fees for the second half of the 2018 calendar year (i.e., July 1, 2018 through December 31, 2018) shall be paid as follows: (a) USD \$9,722 shall be payable at the end of each calendar month; and (b) a USD \$8,332 overpayment will be offset by the end of January 2019. From January 1, 2019 until the termination of the Agreement, the full Monthly Fee (USD \$8,333) shall be payable on a monthly basis.

Consultant is also eligible for additional performance-based compensation and incentives (the "**Bonus**") as follows: The maximum amount of the Bonus per calendar year (12 months) shall be: (a) a maximum Annual Bonus of USD \$62,300; and (b) a maximum Additional Annual Stretch Bonus of USD \$26,997. Consultant's entitlement to the bonus shall be determined, for each calendar year, on the basis of the attainment of certain goals and objectives defined by Client Board of Directors (the "**Qualifying Objectives**").

The Qualifying Objectives for the 2018 calendar year, the Qualifying Objectives shall be as follows:

- I One-third (1/3) of the on-target Annual Bonus shall be based on attainment of the New MRR Booking Goal (\$2.163M)
 - o Linear from 75% to 100% of Annual New MRR Booking Goal; zero under 75% attainment (i.e., under \$1.62M new MRR booking). Double rate north of 100% attainment up to a maximum of 150% attainment (which is attained at 125% of the Annual New MRR Booking Goal, i.e., at \$2.7038M new MRR booking)
- I One-third (1/3) of the on-target Annual Bonus shall be based on attainment of the Average % Gross MRR Churn Goal (-9.8%)
 - o 150% for better than 7.5% Gross MRR Churn
 - o 140% for 7.5-8% Gross MRR Churn

Confidential

1.

- o 130% for 8-8.5% Gross MRR Churn
- o 120% for 8.5-9% Gross MRR Churn
- o 110% for 9-9.5% Gross MRR Churn
- o 100% for 9.5-10% Gross MRR Churn
- o 90% for 10-11% Gross MRR Churn
- o 80% for 11-12% Gross MRR Churn
- o 70% for 12-13% Gross MRR Churn
- o 60% for 13-14% Gross MRR Churn
- o 50% for 14-15% Gross MRR Churn
- o No bonus for the churn component if over 15% Gross MRR Churn
- I One-third (1/3) of the on-target Annual Bonus shall be based on attainment of the Free Cash Flow Annual Goal (negative \$11.546M)
 - o 130% for better than (\$7.0M)
 - o 120% for (\$7.0M) (\$8.5M)
 - o 110% for (\$8.5M) (\$10.0M)
 - o 100% for (\$10.0M) (\$11.5M)
 - o 90% for (\$11.5M) (\$12.0M)
 - o 80% for (\$12.0M) (\$12.5M)

- o 70% for (\$12.5M) (\$13.0M)
- o 60% for (\$13.0M) (\$13.5M)
- o 50% for (\$13.5M) (\$14.0M)
- o 0% under (\$14.0M)

From September 2018 through the end of December 2018, Client shall pay Consultant USD \$2,083 per month on account of the Bonus (the "**Monthly Bonus Amount**") Beginning from January 2019, the Monthly Bonus Amount shall increase to a total of USD \$3,634 per month (i.e., the equivalent of 70% of the pro-rated Annual Bonus). The Monthly Bonus Amount shall be payable on a monthly basis, within 10 days of Client's receipt of an invoice submitted in accordance with the terms of this Agreement.

At the end of Q2 of each calendar year, and again at the end of the calendar year, Client will assess attainment of the Qualifying Objectives, and will calculate Consultant's entitlement to the Bonus (or any portion thereof). In the event that Annual Bonus and Annual Additional Stretch Bonus attainment amounts exceed the aggregate Monthly Bonus Amounts paid during the applicable calendar year, then Consultant shall be entitled to receive the balance, which will be paid in September (based on attainment calculated as of the end of Q2) and March of the subsequent calendar year (for attainment calculated as of the end of the applicable calendar year), respectively. In the event that the applicable Annual Bonus and

Annual Additional Stretch Bonus attainment amounts are lower than the aggregate Bonus amounts paid during the applicable calendar year, then such shortfall amount will be taken into account and deducted from future Bonus payments. For the avoidance of doubt, for the 2018 calendar year, the difference between the Monthly Bonus Amounts paid in 2018 (inclusive of any monthly amounts paid prior to the effective date of this Addendum) and the Annual Bonus and Annual Additional Stretch Bonus attainment calculated at the end of the calendar year shall be paid by the end of March 2019. For the avoidance of doubt, Client shall have exclusive discretion in determining whether or not any Bonus payment is paid to Consultant.

Unless Client's Finance Department agrees in writing to an alternative arrangement, payment to Consultant of undisputed fees will be due 10 days following Client's receipt of an invoice that contains accurate records of the work performed sufficient to document the invoiced fees. Client will reimburse Consultant for pre-approved expenses against receipts, pursuant to Client's standard expense policies.

3. Ownership of Work Product. Consultant agrees that any and all Work Product (as defined below) shall be the sole and exclusive property of Client. Consultant hereby irrevocably assigns to Client all right, title and interest worldwide in and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed by Consultant (whether alone or jointly with others) for Client during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein ("**Work Product**"). Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's ownership of the Work Product. Consultant agrees to execute, at Client's request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, the copyright assignment set forth as **EXHIBIT A ("Assignment of Copyright")** and the patent assignment set forth as **EXHIBIT B ("Assignment of Patent Application")**. Consultant hereby irrevocably appoints Client as Consultant's attorney-in- fact for the purpose of executing such documents on Consultant's behalf, which appointment is coupled with an interest.

4. Other Rights. If Consultant has any rights, including without limitation "artist's rights" or "moral rights," in the Work Product that cannot be assigned, Consultant hereby unconditionally and irrevocably grants to Client an exclusive (even as to Consultant), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Consultant has any rights in the Work Product that cannot be assigned or licensed, Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Client or Client's customers.

5. License to Preexisting IP. Consultant agrees not to use or incorporate into Work Product any intellectual property developed by any third party or by Consultant other than in the course of performing services for Client ("**Preexisting**"). In the event Consultant uses or incorporates Preexisting IP into Work Product, Consultant hereby grants to Client a non-exclusive, perpetual, fully-paid and royalty- free, irrevocable and worldwide right, with the right to sublicense through multiple levels of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Work Product. Consultant represents and warrants that Consultant has an unqualified right to license to Client all Preexisting IP as provided in this section.

6. Representations and Warranties. Consultant represents and warrants that: (a) the Services shall be performed in a professional manner and in accordance with the industry standards, (b) Work Product will be an original work of Consultant, (c) Consultant has the right and unrestricted ability to assign the ownership of Work Product to Client as set forth in Section 3 (including without limitation the right to assign the ownership of any Work Product created by Consultant's employees or contractors), (d) neither the Work Product nor any element thereof will infringe upon or misappropriate any copyright, patent, trademark, trade secret, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, (e) Consultant has an unqualified right to grant to Client the license to Preexisting IP set forth in Section 5, (f) Consultant will comply with all applicable federal, state, local and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, and other contributions, and (g) Consultant will comply with all applicable laws and regulations relating to anti-bribery and anti-corruption, including but not limited to the U.S. Foreign Corrupt Practices Act, and will comply at all times with Anti-Corruption Compliance Policy, as may be updated from time to time (Client's Anti-Corruption Compliance Policy is available here: <http://corp.kaltura.com/content/anti-corruption-compliance-policy-kaltura-inc>, and is incorporated herein and made a part of the Agreement by reference). Consultant agrees to indemnify and hold Client harmless from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Consultant of the representations and warranties set forth in this Section 6.

7. Independent Contractor Relationship. Consultant's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between Client and any of Consultant's employees or agents. Consultant is not authorized to make any representation, contract or commitment on behalf of Client. Consultant (if Consultant is an individual) and Consultant's employees will not be entitled to any of the benefits that Client may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Because Consultant is an independent contractor, Client will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on behalf of Consultant. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law. If, notwithstanding the foregoing, Consultant is reclassified as an employee of Client, or any affiliate of Client, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrative or judicial proceeding, Consultant agrees that Consultant will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Client.

8. Confidential Information. Consultant agrees that during the term of this Agreement and thereafter it will not use or permit the use of Client's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and will not disclose such Confidential Information to any third parties. "**Confidential Information**" as used in this Agreement shall mean all information disclosed by Client to Consultant, whether during or before the term of this Agreement, that

is not generally known in the Client's trade or industry and shall include, without limitation: (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Consultant in the course of Client's business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of Consultant, (y) is disclosed to Consultant by a third party without restrictions on disclosure, or (z) was in Consultant's lawful possession prior to the disclosure and was not obtained by Consultant either directly or indirectly from Client. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; *provided, however*, that Consultant shall first have given notice to Client and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. All Confidential Information furnished to Consultant by Client is the sole and exclusive property of Client or its suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies of the Confidential Information. Notwithstanding the foregoing nondisclosure obligations, pursuant to 18 U.S.C. Section 1833(b), Consultant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9. No Conflict of Interest. During the term of this Agreement, Consultant will not accept work, enter into a contract, or accept an obligation from any third party, inconsistent or incompatible with Consultant's obligations, or the scope of Services rendered for Client, under this Agreement. Consultant warrants that there is no other contract or duty on its part inconsistent with this Agreement. Consultant will promptly report to Client any request or demand for any undue financial or other advantage of any kind received by Consultant in connection with the performance of this Agreement. Consultant agrees to indemnify Client from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party.

10. Term and Termination.

10.1 Term. The initial term of this Agreement is for **2 years** from the Effective Date set forth above, unless earlier terminated as provided in this Agreement.

10.2 Termination Without Cause. Client may terminate this Agreement with or without cause, at any time upon 90 days' prior written notice to Consultant. Consultant may terminate this agreement without cause, at any time upon 60 days' prior written notice to Client.

10.3 Termination for Cause. Client may terminate this Agreement immediately for Cause (as such term is defined below). For purposes of this Agreement, "Cause" shall include: (i) a continuing failure by Consultant to render the Services to Client in accordance with his herein designated

duties, and such failure of performance has continued for more than sixty (60) days after written notice thereof has been provided to Consultant by the Board of Directors; (ii) the entry of a court judgment declaring willful misconduct or gross negligence by Consultant; (iii) Consultant's conviction of a felony either in connection with the performance of his obligations to Client or otherwise; (iv) willful disloyalty, deliberate dishonesty, breach of fiduciary duty, or material breach of the terms of this Agreement; (v) the entry of a court judgment finding the Consultant guilty of an act of fraud or embezzlement; or (vi) deliberate disregard for the rules or policies of Client that results in a material loss, damage or injury to Client.

10.4 Survival. The rights and obligations contained in Sections 3 ("**Ownership of Work Product**") 4 ("**Other Rights**") 5 ("**License to Preexisting IP**") 6 ("**Representations and Warranties**"), 8 ("**Confidential Information**") and 11 ("**Noninterference with Business**") will survive any termination or expiration of this Agreement.

11. Noninterference with Business. Consultant agrees that during the Term of this agreement, Consultant will not, without Client's express written consent, either directly or indirectly engage in any employment or business activity that is competitive with, or would otherwise conflict with the Services rendered to, or that would otherwise interfere with the business of, the Client. Consultant agrees that during the Term of this Agreement, and for one year thereafter, Consultant will not: (i) either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of Client to terminate his, her or its relationship with Client in order to become an employee, consultant, or independent contractor to or for any other person or entity; or (ii) divert or attempt to divert from Client any business whatsoever by influencing or attempting to influence any customer or supplier of Client.

12. Successors and Assigns. Consultant may not subcontract or otherwise delegate or assign this agreement or any of its obligations under this Agreement without Client's prior written consent. Any attempted assignment in violation of the foregoing shall be null and void. Subject to the foregoing, this Agreement will be for the benefit of Client's successors and assigns, and will be binding on Consultant's assignees.

13. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

14. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of New York, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.

15. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

16. Waiver. The waiver by Client of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.

17. Injunctive Relief for Breach. Consultant's obligations under this agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in

the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Consultant for Client. This Agreement may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

[Remainder of page intentionally left blank]

The parties have executed this Agreement as of the Effective Date.

KALTURA INC.

By: /s/ Yaron Garmazi

Name: Yaron Garmazi
Title: Chief Financial Officer

Address: 250 Park Avenue South
10th Floor
New York, New York 10003

CONSULTANT:

Ron Yekutiel

Name of Consultant (Please Print)

/s/ Ron Yekutiel

Signature

Address:

EXHIBIT A

ASSIGNMENT OF COPYRIGHT

For good and valuable consideration that has been received, the undersigned sells, assigns and transfers to Client and its successors and assigns, the copyright in and to the following work, which was created by the following indicated author(s):

Title: _____

Author(s): _____

Copyright Office Identification No. (if any): _____

and all of the right, title and interest of the undersigned, vested and contingent, therein and thereto. Executed as of _____.

CONSULTANT:

Name of Consultant (Please Print)

Signature

Title (if applicable)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 201__ before me, _____ Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. Witness my hand and official seal.

Signature of Notary Public

My commission expires on: _____

ASSIGNMENT OF PATENT APPLICATIONS

CLIENT	CONSULTANT	
Name: Kaltura Inc.	Name:	
Entity Type: Corporation	Entity Type:	_____
Address: 250 Park Avenue South 10th Floor New York, New York 10003	Address:	_____

Whereas the individual or entity identified as Consultant above ("**Consultant**") owns all right, title, and interest in and to the U.S. patent applications listed in Schedule C-1 (the "**Patent Applications**"); and

Whereas s Kaltura Inc. ("**Client**") desires to acquire Consultant's entire right, title, and interest in and to the Patent Applications, and in and to the inventions disclosed in the Patent Applications, and to the Future Patents (as hereinafter defined);

Now therefore, for and in consideration of one dollar (\$1.00) payable upon demand and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant does hereby sell, assign, and transfer to Client and its successors, assigns, and legal representatives, all right, title, and interest in and to the Patent Applications, and to all future patents which may be granted therefor throughout the world, and all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, utility conversions, and extensions thereof (collectively, "**Future Patents**"), together with all claims, causes of action, and damages for past infringement, if any, of said Patent Applications and Future Patents; and Consultant hereby authorizes and requests the United States Patent and Trademark Office and other patent offices throughout the world to issue all Future Patents resulting there from (insofar as Consultant's interest is concerned) to Client.

Consultant also hereby sells, assigns, and transfers to Client and its successors, assigns, and legal representatives all right, title, and interest to the inventions disclosed in the Patent Applications and Future Patents throughout the world, including the right to file applications for and obtain patents, utility models, and industrial models, and designs for such inventions in Client's own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of such inventions, and all rights to register such inventions in appropriate registries; and Consultant further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such right, title, and interest in Client and its successors, assigns, and legal representatives.

[Remainder of page intentionally left blank]

Consultant has caused this instrument to be executed effective as of _____.

CONSULTANT:

Name of Consultant (Please Print)

Signature

Title (if applicable)

B-2

AMENDMENT TO CONSULTING AGREEMENT (RON YEKUTIEL)

THIS AMENDMENT ("Amendment") to the Consulting Agreement (the "Agreement") Kaltura, Inc. (Client") and Ron Yekutiel (Consultant) shall be effective as of January 1, 2020 (the "Amendment Effective Date").

WHEREAS, Client and Consultant entered into the Agreement as of January 1, 2018; and

WHEREAS, the parties now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Unless expressly defined herein, capitalized terms shall have the meaning set forth in the Agreement.
2. The following language hereby replaces and supersedes Section 2 of the Agreement (Compensation) effective as of January 1, 2020:

For all Services provided commencing January 1, 2020 and until termination of the Agreement, Client shall pay Consultant a monthly fee of USD \$9,167.00 (the "Monthly Fee"). The Monthly Fee shall be payable on a monthly basis, within 10 days of Company's receipt of an invoice submitted in accordance with the terms of the Agreement.

Consultant is also eligible for additional performance-based compensation and incentives (the "Bonus") as follows: The maximum amount of the Bonus payment per calendar year (12 months) shall be: (a) a maximum Annual Bonus of USD \$68,500.00; and (b) a maximum Annual Additional Stretch Bonus of USD \$29,683.00.

Consultant's entitlement to the bonus shall be determined, for each calendar year, on the basis of the attainment of the goals and objectives defined and approved by the Client's Board of Directors (the "Qualifying Objectives"). For the 2020 calendar year, the Qualifying Objectives shall be determined and approved by the Compensation Committee of the Client's Board of Directors in February 2020.

Beginning from January 1, 2020, Client shall pay Consultant USD \$3,996.00 per month (i.e., the equivalent of 70% of the pro-rated Annual Bonus) on account of the Bonus (the "Monthly Bonus Amount"). The Monthly Bonus Amount shall be payable on a monthly basis, within 10 days of Company's receipt of an invoice submitted in accordance with the terms of the Agreement.

For the avoidance of doubt, Company shall have exclusive discretion in determining whether or not any Bonus payment is paid to Consultant.

CONFIDENTIAL

Unless Client's Finance Department agrees in writing to an alternative arrangement, payment to Consultant of undisputed fees will be due 10 days following Client's receipt of an invoice that contains accurate records of the work performed sufficient to document the invoiced fees. Client will reimburse Consultant for pre-approved for expenses against receipts, pursuant to Client's standard expense policies.

- 3. Except as expressly set forth herein, all terms of the Agreement shall remain in full force and effect. If there is any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Amendment on behalf of the party he or she represents. Each party has read, understands, and agrees to the terms of this Amendment. This Amendment may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

KALTURA INC.

By: /s/ Yaron Garmazi January 21, 2020

Name: Yaron Garmazi
Title: Chief Financial Officer

Address: 250 Park Avenue South
10th Floor
New York, New York 10003

CONSULTANT:

Ron Yekutiel
Name of Consultant (Please Print)

/s/ Ron Yekutiel
Signature

Address:
[Blank lines for address input]

AMENDMENT TO CONSULTING AGREEMENT (RON YEKUTIEL)

THIS AMENDMENT (“Amendment”) the consulting agreement (the “Agreement”) in effect between Kaltura, Inc. (“Company”) and Ron Yekutiel (“Consultant”) shall be effective as of January 1, 2021 (the “Amendment Effective Date”).

WHEREAS, Company and Consultant entered into the Agreement on or about January 1, 2018; and

WHEREAS, Company and Consultant subsequently agreed to amend the Agreement on several occasions; and

WHEREAS, the parties now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Unless expressly defined herein, capitalized terms shall have the meaning set forth in the Agreement.
2. The following language is hereby added to Exhibit A of the Agreement:

Consulting Fee

For all Services provided commencing January 1, 2021 and until termination of the Agreement, the applicable Monthly Fee payable by Company to Consultant shall be USD \$10,058, which shall be payable on a monthly basis, within 10 days of Company’s receipt of an invoice submitted in accordance with the terms of the Agreement.

Bonus

The applicable Bonus for the 2021 calendar year, and any subsequent calendar years until the termination of the Agreement, shall be as follows:

- a. The maximum amount of the Bonus payment per calendar year (12 months) shall be: (a) a maximum Annual Bonus of USD \$103,400 (gross); and (b) a maximum Annual Stretch Bonus of USD \$ 51,700 (gross).
- b. Consultant’s entitlement to the Bonus shall be determined, for each calendar year, on the basis of the attainment of certain financial and operational metrics set by Company’s board of directors the (the “Qualifying Objectives”).
- c. From January 2021 through the end of December 2021, Company shall pay Consultant USD \$ 6,032 per month on account of the Bonus (the “Monthly Bonus Amount”). The Monthly Bonus Amount shall be payable on a monthly

CONFIDENTIAL

basis, within 10 days of Company’s receipt of an invoice submitted in accordance with the terms of the Agreement.

- d. In the event that the applicable Annual Bonus and Annual Additional Stretch Bonus attainment exceed the aggregate Monthly Bonus Amounts paid during such applicable calendar year, then the Consultant shall be entitled to receive the balance, which will be paid in March of the subsequent year. In the event that the applicable Annual Bonus and Annual Additional Stretch Bonus amounts are lower than the aggregate Monthly Bonus Amounts paid during such applicable calendar year, then such shortfall amount will be taken into account and deducted from Consultant’s future payments.

3. Except as expressly set forth herein, all terms of the Agreement shall remain in full force and effect. If there is any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Amendment on behalf of the party he or she represents. Each party has read, understands, and agrees to the terms of this Amendment. This Amendment may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

Kaltura Inc.

Signature: /s/ Yaron Garmazi

Name: Yaron Garmazi

Title: CFO

Date Signed: March 7, 2021

Ron Yekutiel

Signature: /s/ Ron Yekutiel

Date Signed: March 7, 2021

AMENDMENT TO CONSULTING AGREEMENT (RON YEKUTIEL)

THIS AMENDMENT (“Amendment”) the consulting agreement (the “Agreement”) in effect between Kaltura, Inc. (“Company”) and Ron Yekutieli (“Consultant”) shall be effective as of January 1, 2022 (the “Amendment Effective Date”).

WHEREAS, Company and Consultant entered into the Agreement on or about January 1, 2018; and

WHEREAS, Company and Consultant subsequently agreed to amend the Agreement on several occasions; and

WHEREAS, the parties now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Unless expressly defined herein, capitalized terms shall have the meaning set forth in the Agreement.
2. The following language is hereby added to Exhibit A of the Agreement:

Consulting Fee

For all Services provided commencing April 1, 2022 and until termination of the Agreement, the applicable Monthly Fee payable by Company to Consultant shall be USD \$9,503, which shall be payable on a monthly basis, within 10 days of Company’s receipt of an invoice submitted in accordance with the terms of the Agreement.

Bonus

The applicable Bonus for the 2022 calendar year, and any subsequent calendar years until the termination of the Agreement, shall be as follows:

- a. The maximum amount of the Bonus payment per calendar year (12 months) shall be: (a) a maximum Annual Bonus of USD \$114,158 (gross); and (b) a maximum Annual Stretch Bonus of USD \$57,079 (gross).
 - b. Consultant’s entitlement to the Bonus shall be determined, for each calendar year, on the basis of the attainment of certain financial and operational metrics set by Company’s board of directors or its compensation committee (the “Qualifying Objectives”).
 - c. From January 2022 through the end of December 2022, Company shall pay Consultant USD \$ 6,659 per month on account of the Bonus (the “Monthly Bonus Amount”). The Monthly Bonus Amount shall be payable on a monthly basis, within 10 days of Company’s receipt of an invoice submitted in accordance with the terms of the Agreement.
-

- d. In the event that the applicable Annual Bonus and Annual Additional Stretch Bonus attainment exceed the aggregate Monthly Bonus Amounts paid during such applicable calendar year, then the Consultant shall be entitled to receive the balance, which will be paid in March of the subsequent year. In the event that the applicable Annual Bonus and Annual Additional Stretch Bonus amounts are lower than the aggregate Monthly Bonus Amounts paid during such applicable calendar year, then such shortfall amount will be taken into account and deducted from Consultant's future payments.
3. Except as expressly set forth herein, all terms of the Agreement shall remain in full force and effect. If there is any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Amendment on behalf of the party he or she represents. Each party has read, understands, and agrees to the terms of this Amendment. This Amendment may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

Kaltura Inc

By: /s/ Yaron Garmazi

Name: Yaron Garmazi

Title: Chief Financial Officer

Date Signed: March 31, 2022

Ron Yekutiel

By: /s/ Ron Yekutiel

Date Signed: April 3, 2022

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "**Agreement**") is dated July __, 2016, by and between Kaltura Europe Limited, incorporated and registered in England and Wales with company number 8012257, whose registered office is at 4th floor, Northumberland House, 303- 306 High Holborn, London WC1V 7JZ (the "**Company**") and Ron Yekutiel, an individual, residing at ##### (the "**Consultant**").

RECITALS

WHEREAS, the Company wishes to engage Consultant as an independent contractor to provide the services described herein and Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement; and

WHEREAS, the terms and conditions of this Agreement reflect the past oral arrangements conducted and agreed between the Consultant and the Company since the Effective Date (as such term is defined below);

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the parties, intending to be legally bound, agree to the terms set forth below:

1. INTERPRETATION

1.1 The headings in this Agreement are inserted for convenience only and shall not affect its construction. The exhibits and schedules to this Agreement form part of (and are incorporated by reference into) this Agreement. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re- enactment and includes any subordinate legislation for the time being in force made under it.

2. TERM OF ENGAGEMENT

2.1 Effective as of the Effective Date, the Company shall engage the Consultant and the Consultant shall provide to the Company the Services (as defined below) on the terms of this Agreement.

2.2 This Agreement and the engagement of the Consultant by the Company on the terms of this Agreement shall commence effective as of May 1, 2014 (the "**Effective Date**"), and shall continue in full force until terminated by either party as follows:

- (a) Termination by the Company for Cause: The Company may terminate this Agreement immediately, in case of Cause (as such term is defined in clause 2.3 below);
- (b) Termination by the Company for convenience. The Company may terminate this Agreement for any reason, upon delivery of ninety (90) days' prior written notice to the Consultant.
- (c) Termination by the Consultant: The Consultant may terminate this Agreement upon delivery of sixty (60) days' prior written notice to the Company.

2.3 For the purpose of this Agreement, "**Cause**" shall include (i) a continuing failure by the Consultant to render services to the Company in accordance with the designated duties hereunder, and such failure of performance continuing for a period of more than sixty (60) days after written notice thereof has been provided to Consultant by the Board of Directors of the Company; (ii) court judgment declaring willful misconduct or gross negligence by Consultant; (iii) Consultant's conviction of a felony, either in connection with the performance of his obligations to the Company, or otherwise, which shall have adversely affected his ability to perform the obligations defined herein, or which shall have material adverse effect on the business activities, reputation, goodwill or image of the Company; (iv) willful disloyalty, deliberate dishonesty, breach of fiduciary duty or material breach of the terms of this Agreement; (v) a court judgment finding the Consultant guilty of an act of fraud, embezzlement; (vi) the Consultant is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under any applicable law; (vii) deliberate disregard of the rules or policies of the Company which results in material loss, damage or injury to the Company; or (viii) the breach by the Consultant of any of the provisions of Section 6, 7 or 8 hereof.

3. SCOPE OF SERVICES

3.1 During the term of this Agreement (the "**Term**") the Consultant shall provide the services detailed in **Exhibit A** attached hereto and incorporated herein by reference (the "**Services**"). The Services shall be provided solely and

exclusively by Consultant. The Consultant shall not subcontract or otherwise delegate performance of any Services without the Company's prior written consent.

3.2 Consultant agrees that during the Term it will provide the Services on a part time basis reflecting an equivalent of 33.33% of full time position or such other scope of work as shall be agreed upon by and between the Company and Consultant. The Services will be scheduled on an as-needed basis and will be coordinated mutually by the parties.

4. REMUNERATION

4.1 In consideration of the provision of the Services, the Company shall pay to the Consultant a consultancy fee as set forth in **Exhibit A** attached hereto (the "**Consulting Fee**").

4.2 The Consultant shall submit monthly to the Company an invoice which gives details of the Services which have been provided by the Consultant and the amount of the fee payable (plus VAT, if applicable) for such Services during that month.

4.3 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses properly and necessarily incurred by the Consultant in the course of the performance of his Services, subject to production of receipts or other appropriate evidence of payment.

4.4 The Consulting Fee and the reimbursement of expenses set forth in clause 4.3 above shall constitute the total and exclusive compensation due to the Consultant under this Agreement and the Consultant shall not be entitled to any other form of compensation, commission, fee, bonus, reimbursement, equity securities or any other form of payment for the provision of Services hereunder.

4.5 It is explicitly agreed between the parties that, unless explicitly stated otherwise in Exhibit A attached hereto, any and all taxes, duties, fees, governmental or municipal fees or charges and/or other impositions that may be levied pursuant to any applicable law upon the Consultant with regards to the provision of the Services under this Agreement, including, but not limited to, Value Added Tax and Income Tax, shall be borne solely by the Consultant, and the amounts of the aforesaid payments shall be deemed to have been included in the Consulting Fee.

5. OTHER ACTIVITIES

5.1 The Consultant shall not be engaged in any other employment or engage actively in any other business activities which may hinder its performance hereunder, with or without compensation, for any other person, firm or company without the prior written consent of the Company. This Agreement does not require exclusivity on behalf of the Consultant, and the Consultant may advise other companies, as long as those companies are not in direct competition with the Company, and as long as the Consultant is not in conflict of interest during the performance of the Services to the Company.

6. CONFIDENTIAL INFORMATION AND COMPANY PROPERTY

6.1 The Consultant acknowledges that in the course of the provision of the Services he will have access to Confidential Information (as defined below). The Consultant has therefore agreed to accept the restrictions in this clause 6. The Consultant acknowledges that the Confidential Information is confidential and is the property of the Company.

6.2 The Consultant shall not (except as directed by the Company or in the proper course of his duties), during or after the Term, disclose to any third party (person or entity) or use, directly or indirectly for Consultant's own benefit or the benefit of others, any Confidential Information, or permit any third party to examine or make copies of any documents which may contain or be derived from Confidential Information. This restriction does not apply to: (a) any use or disclosure authorised by the Company or required by law; or (b) any information that was in Consultant's possession or known to the Consultant before receipt from the Company; (c) any information that shall have been lawfully received by the Consultant from another person or entity having no confidentiality obligation to the Company or any of its affiliates; and (d) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

6.3 The Consultant agrees not to use, disclose to the Company, or induce the Company to use, during the Term, any confidential information or documents belonging to others.

6.4 The obligations in this clause 6 shall continue for a period of three (3) years from the date that the Confidential Information is provided to the Consultant, regardless of whether this Agreement has been terminated.

6.5 For the purposes of this Agreement, the term "**Confidential Information**" means the Intellectual Property (as such term is defined below) and all other designs, inventions, improvements, business information, customer lists,

business strategy, financial information, trade secrets, formulae, algorithms, software systems (including specifications, programs and documentation), the methods and data, and the developments, and works of authorship, which the Company or any of its affiliates uses, owns, plans or develops (whether for its own use or for use by its clients or customers), and to which the Consultant shall have access to, receive, and learn during the engagement with the Company. All documents, manuals, hardware and software provided for the Consultants use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment, remain the property of the Company.

6.6 Upon termination of this Agreement, the Consultant shall: (i) immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company and any of its affiliates, and any other property of the Company and any of its affiliates, which is in its or his possession or under his control; (ii) irretrievably delete any information relating to the business of the Company and any of its affiliates stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under his control outside the premises of the Company; and (iii) provide a signed statement that he has complied fully with his obligations under this clause 6.6.

7. INTELLECTUAL PROPERTY

7.1 For purposes of this Agreement, "**Intellectual Property**" means the following items of intangible and tangible property: (i) patents, whether in the form of utility patents or design patents and all pending applications for such patents; (ii) trademarks, trade names, service marks, designs, logos, trade dress, and trade styles, whether or not registered, and all pending applications for registration of the same; (iii) copyrights or copyrightable material, including but not limited to code, books, articles and publications, whether or not registered, and all pending applications for registration of the same; (iv) invention disclosures, research records, trade secrets, confidential information, product designs, engineering specifications and drawings, technical information, formulae, customer lists, supplier lists and market analyses; (v) computer programs and related flow-charts, programmer notes, updates and data, whether in object or source code form; and (vi) any idea, concept, improvement, invention, technique, process, method, product, device, system, etc., conceived or first reduced to practice during Consultant's service with the Company, and which was the result of the Consultant's services to the company.

7.2 The Consultant hereby agrees to assign, and hereby assigns, to the Company, all right, title, and interest to Intellectual Property, originated, conceived, developed, written or made by the Consultant during the Term of the engagement with the Company, which is developed by the Consultant in the course of the performance of the Services for the Company or in any way connected to the products or services of the Company and any of its affiliates, including those products or services contemplated in a plan adopted by the Board of Directors of the Company or any other affiliate of the Company.

7.3 In furtherance of the foregoing Sections 7.1 and 7.2, the Consultant agrees that all fruits of the Consultant's work in connection with the business of the Company or any of its affiliates, including all Intellectual Property rights which are invented or developed by the Consultant as a result of providing Services under this Agreement shall be exclusively and wholly-owned by the Company, and the Company shall be entitled to deal therewith as it desires and register the Intellectual Property in its name or in the name of any of its affiliates.

7.4 Upon request, the Consultant will execute any instrument required to vest in the Company or in any of its affiliates complete title and ownership to any Intellectual Property. At the request of the Company, the Consultant will execute any necessary instrument to obtain legal protection in the U.S. and foreign countries for any Intellectual Property and for the purposes of vesting title thereto in the Company or in any of its affiliates, all at the Company's expense and without any additional compensation of any kind to the Consultant. The Consultant agree to appoint the Company or the Company's designee as its attorney in its name and on its behalf to execute all documents and do all things required in order to give full effect to the provisions of this Section 7.

7.5 The Consultant acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Consultant in respect of the performance of its obligations under this clause 7.

8. COMPETITIVE ACTIVITY

8.1 For a period of twelve (12) months from and after the termination of this Agreement, the Consultant will not directly compete with the products or services of the Company or in any of its affiliates, or act as a consultant to or employee of, a venture, entity or other business that directly competes with the products or services of the Company or in any of its affiliates.

8.2 For a period of twelve (12) months from and after the termination of this Agreement, neither the Consultant nor its affiliate shall, directly or indirectly, (i) retain, or employ (either for itself or as agent for another) or induce persuade or encourage any person to leave the Company's employ who, prior to the date hereof was, or during the term of this

Agreement will be, employed or retained by the Company as a consultant, independent contractor, reporter, agent, employee or otherwise or (ii) divert or attempt to divert from the Company any business whatsoever by influencing or attempting to influence any client or supplier of the Company.

8.3 The Consultant represents that his engagement with the Company will not, to his knowledge, require him (or any of its affiliates) to violate or breach any obligation to or agreement or confidence with any previous or current employer or third party. The Consultant further represents that no legal impediment exists to his entry into this Agreement and the performance of the Services. The Consultant shall disclose the existence of this Agreement to any previous or current employer or third party in connection with any transaction between the Company and such previous or current employer or third party, to the extent required by applicable law.

8.4 The parties acknowledge that the time, scope and other provisions of Section 8 have been specifically negotiated by sophisticated commercial parties and agree that all such provisions are reasonable under the circumstances of the transactions contemplated by this Agreement. If any portion of Section 8 shall be determined to be invalid and unenforceable as written, each such portion shall be enforced to the extent reasonable under the circumstances and such determination shall not affect the validity or enforceability of the balance thereof, and such balance shall remain in full force and effect.

9. SPECIFIC PERFORMANCE

9.1 The Consultant acknowledges and agrees that any breach of Sections 6, 7 or 8 of this Agreement is likely to result in irreparable injury to the Company, that monetary damages may be an inadequate remedy of such breach and that, accordingly, in addition to any other remedy that the Company may have, the Company shall be entitled to enforce the specific performance of such Sections.

10. STATUS

10.1 The relationship of the Consultant to the Company will be that of independent contractor and nothing in this Agreement shall render it (nor the Individual) an employee, worker, agent or partner of the Company and the Consultant shall not hold himself out as such.

10.2 The Consultant understands and agrees that except as specifically provided in this Agreement or except as required within the scope of the Services, the Company does not grant to the Consultant the right or authority to make or give any agreement, statement, representation, warranty or other commitment, or to create any obligation of any kind, on behalf of the Company or any subsidiary.

10.3 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and in respect of payment of the following within the prescribed time limits: (a) any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Consultant in respect of the Services, where such recovery is not prohibited by law; and (b) any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by Consultant against the Company arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Company.

11. NOTICES

11.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being or by sending it by fax to the fax number notified by the relevant party to the other party or by sending it by electronic mail to the email address notified by the relevant party to the other party. Any such notice shall be deemed to have been received: (a) if delivered personally, at the time of delivery; (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; (c) in the case of fax or electronic mail, at the time of transmission.

11.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by fax to the fax number or by electronic mail to the email address of the relevant party.

12. MISCELLANEOUS

12.1 This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter

hereof. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made either party which are not expressly set forth in this Agreement.

12.2 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

12.3 The provisions of Sections 6 through 12 of this Agreement shall survive the rescission or termination, for any reason, of this Agreement.

12.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Consultant and the Company (and any of its affiliates) shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated, in each case by agreement in writing between the parties or this Agreement, without the consent of any third party.

12.5 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

12.6 The Company shall have the right to assign this Agreement to any of its affiliates or any corporation or other entity acquiring all or substantially all the assets and business of any of its affiliates (including this Agreement), whether by operation of law or otherwise. Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Consultant, its beneficiaries or legal representatives.

12.7 No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

12.8 The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

[Signature page to follow]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officers and the Consultant has executed this Agreement as of the date indicated below.

Executed as a deed by ***Kaltura Europe Limited*** acting by Shay David, a director, in the presence of:

Signature
Director

/s/ Dr. Michal Bur-Shalev

Executed as a deed by ***Ron Yekutiel***, in the presence of:

Signature:

/s/ Ron Yekutiel

Exhibit A

to the consulting agreement (the "Agreement") by and between Kaltura Europe Limited (the "Company") and Ron Yekutiel (the "Consultant")

Description of the Services:

The Consultant shall provide the following services (the "**Services**") as an independent contractor: corporate and business development services.

Consideration:

Consulting Fee: In consideration of the provision of the Services, the Company shall pay the Consultant the following fees in accordance with the terms and conditions of the Agreement:

- For all Services provided during the period commencing on May 1 2014 and ending on April 30, 2015 a one-time payment of GBP £ 156,115.18 ___ exclusive of Value Added Tax (if applicable) (the "**Special Consideration**"). The Special Consideration shall be paid to the Consultant within 5 days following the date of the Agreement, subject to receipt of an invoice submitted in accordance with the terms of the Agreement.
- For all Services to be provided commencing on May 1 2015 and until termination of the Agreement, a monthly fee of GBP£ 6,319 exclusive of Value Added Tax (if applicable) (the "**Monthly Fee**"). The Monthly Fee shall be paid to the Consultant within 10 days of receipt of an invoice submitted in accordance with the terms of the Agreement.
- The Monthly Fee set forth above, and the Maximum Yearly Bonus Amount detailed below, is based on a US\$- GBP£ exchange rate of GBP £0.65 per one USD (the "**Base Rate**"). The Monthly Fee shall be linked to the US Dollar, so that it will maintain the same value in US Dollars per the Base Rate, as defined above.

Bonus: Consultant shall be entitled to annual On Target Earnings bonus, under the following terms (the "**Bonus**"):

- (1) The maximum amount of the Bonus payment per calendar year (12 months) shall be up to GBP £48,750 (gross) (the "**Maximum Yearly Bonus Amount**").
- (2) The entitlement of the Consultant to the Bonus amount with respect to each calendar quarter shall be subject to the achievement and attainment of the goals and objectives set forth in the table attached hereto (the "**Qualifying Objectives**" and "**Bonus Table**", respectively).
- (3) During each calendar month of each calendar year, the Company shall pay the Consultant a monthly amount as further detailed in the Bonus Table attached hereto (the "**Monthly Bonus Amount**"), which payments of the Monthly Bonus Amount shall be on account of the applicable Quarterly Bonus Amount (as such term is defined below).
- (4) With respect to each calendar quarter, the Company will assess the achievement and attainment of the Qualifying Objectives, and will calculate the entitlement to the Bonus payment for the applicable calendar quarter as detailed in Section 5 below (the "**Quarterly Bonus Amount**") in accordance with the formula set forth in the Bonus Table attached hereto.
- (5) The Quarterly Bonus Amounts shall be calculated by the end of the calendar month subsequent to the applicable quarter as follows: (i)
 - a. the Quarterly Bonus Amount for Q1 will be calculated by the end of April of the applicable year,
 - b. the Quarterly Bonus Amount for Q2 will be calculated by the end of July of the applicable year,
 - c. the Quarterly Bonus Amount for Q3 will be calculated by the end of October of the applicable year, and
 - d. the Quarterly Bonus Amount for Q4 will be calculated by the end of January of the subsequent calendar year.
- (6) In the event that the applicable Quarterly Bonus Amount exceeds the aggregate Monthly Bonus Amounts paid during such applicable calendar quarter, then the Consultant shall be entitled to receive such balance of the Quarterly Bonus Amount, which will be paid to you in the subsequent month. In the event that the applicable Quarterly Bonus Amount is lower than the aggregate Monthly Bonus Amounts paid during such applicable quarter, then such shortfall amount will be taken into account and deducted from the Quarterly Bonus Amount payable in the subsequent quarter.
- (7) All Bonus payments are stated in gross amounts and are subject to taxes, withholdings, and other required deductions.

BY THEIR SIGNATURE BELOW, THE PARTIES ACKNOWLEDGE THAT THE FOREGOING EXHIBIT REFLECTS THE PARTIES' AGREEMENT:

Executed as a deed by ***Kaltura Europe Limited*** acting by Shay David, a director, in the presence of:

Signature
Director

/s/ Dr. Michal Bur-Shalev

Executed as a deed by ***Ron Yekutiel***, in the presence of:

Signature:

/s/ Ron Yekutiel

AMENDMENT TO CONSULTING AGREEMENT (RON YEKUTIEL)

THIS AMENDMENT ("Amendment") to the consulting agreement (the "Agreement") in effect between Kaltura Europe Limited ("Company") and Ron Yekutiel ("Consultant") shall be effective as of January 1, 2018 Amendment Effective Date").

WHEREAS, Company and Consultant entered into the Agreement on or about July 1, 2016 (effective as of May 1, 2014); and

WHEREAS, the parties now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Unless expressly defined herein, capitalized terms shall have the meaning set forth in the Agreement.
2. The following language hereby replaces and supersedes the "**Consideration**" section in Exhibit A the Agreement:

Consulting Fee

For all Services provided commencing July 1, 2018 and until termination of the Agreement, the applicable Monthly Fee payable by Company to Consultant shall be USD \$12,500. The Monthly Fees for the second half of the 2018 calendar year (i.e., July 1, 2018 through December 31, 2018) shall be paid as follows: (a) USD \$9,722 shall be payable at the end of each calendar month; and (b) USD \$16,668 shall be payable by the end of January 2019. From January 1, 2019 until the termination of the Agreement, the full Monthly Fee (USD \$12,500) shall be payable on a monthly basis, within 10 days of Company's receipt of an invoice submitted in accordance with the terms of the Agreement.

Bonus

The applicable Bonus for the 2018 calendar year, and any subsequent calendar years until the termination of the Agreement, shall be as follows:

- a. The maximum amount of the Bonus payment per calendar year (12 months) shall be: (a) a maximum Annual Bonus of USD \$93,100 (gross); and (b) a maximum Annual Additional Stretch Bonus of USD \$22,403 (gross).
- b. Consultant's entitlement to the Bonus shall be determined, for each calendar year, on the basis of the attainment of the goals and objectives defined by Company (the "Qualifying Objectives"). The Qualifying Objectives for each calendar year shall be those defined and approved by the Kaltura, Inc. Board of Directors. For the 2018 calendar year, the Qualifying Objectives shall be those set forth in Exhibit A hereto.

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- c. From September 2018 through the end of December 2018, Company shall pay Consultant USD \$2,083 per month (i.e., the equivalent of 50% of the pro-rated annual bonus in effect prior to the execution of this contract) on account of the Bonus (the "Monthly Bonus Amount"). Beginning from January 2019, the Monthly Bonus Amount shall increase to a total of USD \$5,431 per month (i.e., the equivalent of 70% of the pro-rated Annual Bonus). The Monthly Bonus Amount shall be payable on a monthly basis, within 10 days of Company's receipt of an invoice submitted in accordance with the terms of the Agreement.
 - d. At the end of Q2 of each calendar year, and again at the end of the calendar year, Company will assess attainment of the Qualifying Objectives, and will calculate Consultant's entitlement to the Bonus (or any portion thereof). In the event that Annual Bonus and Annual Additional Stretch Bonus attainment amounts exceed the aggregate Monthly Bonus Amounts paid during the applicable calendar year, then Consultant shall be entitled to receive the balance, which will be paid in September (based on attainment calculated as of the end of Q2) and March of the subsequent calendar year (for attainment calculated as of the end of the applicable calendar year), respectively. In the event that the applicable Annual Bonus and Annual Additional Stretch Bonus attainment amounts are lower than the aggregate Bonus amounts paid during the applicable calendar year, then such shortfall amount will be taken into account and deducted from Consultant's future Bonus payments. For the avoidance of doubt, for the 2018 calendar year, the difference between the Monthly Bonus Amounts paid in 2018 (inclusive of any monthly amounts paid prior to the execution of this Amendment) and the Annual Bonus and Annual Additional Stretch Bonus attainment calculated at the end of the calendar year shall be paid by the end of March 2019.
 - e. For the avoidance of doubt, Company shall have exclusive discretion in determining whether or not any Bonus payment is paid to Consultant.
3. Except as expressly set forth herein, all terms of the Agreement shall remain in full force and effect. If there is any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Amendment on behalf of the party he or she represents. Each party has read, understands, and agrees to the terms of this Amendment. This Amendment may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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Kaltura Europe Ltd.

Ron Yekutiel

Signature: /s/ Sigal Srur

Signature: /s/ Ron Yekutiel

Name: Sigal Srur

Date Signed: November 5, 2018

Title: SVP Human Resources

Date Signed:

CONFIDENTIAL

EXHIBIT A

- 18.5% of the on-target Annual Bonus shall be based on attainment of the New MRR Booking Goal (\$2.163M)
 - o Linear from 75% to 100% of Annual New MRR Booking Goal; zero under 75% attainment (i.e., under \$1.62M new MRR booking). Double rate north of 100% attainment up to a maximum of 150% attainment (which is attained at 125% of the Annual New MRR Booking Goal, i.e., at \$2.7038M new MRR booking)
- 18.5% of the on-target Annual Bonus shall be based on attainment of the Average % Gross MRR Churn Goal (-9.8%)
 - o 150% for better than 7.5% Gross MRR Churn
 - o 140% for 7.5-8% Gross MRR Churn
 - o 130% for 8-8.5% Gross MRR Churn
 - o 120% for 8.5-9% Gross MRR Churn
 - o 110% for 9-9.5% Gross MRR Churn
 - o 100% for 9.5-10% Gross MRR Churn
 - o 90% for 10-11% Gross MRR Churn
 - o 80% for 11-12% Gross MRR Churn
 - o 70% for 12-13% Gross MRR Churn
 - o 60% for 13-14% Gross MRR Churn
 - o 50% for 14-15% Gross MRR Churn
 - o No bonus for the churn component if over 15% Gross MRR Churn
- 18.5% of the on-target Annual Bonus shall be based on attainment of the Free Cash Flow Annual Goal (negative \$11.546M)
 - o 130% for better than (\$7.0M)
 - o 120% for (\$7.0M) (\$8.5M)
 - o 110% for (\$8.5M) (\$10.0M)
 - o 100% for (\$10.0M) (\$11.5M)

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- o 90% for (\$11.5M) (\$12.0M)
 - o 80% for (\$12.0M) (\$12.5M)
 - o 70% for (\$12.5M) (\$13.0M)
 - o 60% for (\$13.0M) (\$13.5M)
 - o 50% for (\$13.5M) (\$14.0M)
 - o 0% under (\$14.0M)
- 44.5% of the on-target Annual Bonus shall be based on the attainment of OKRs defined by Company (no attainment beyond 100%)

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AMENDMENT TO CONSULTING AGREEMENT (RON YEKUTIEL)

THIS AMENDMENT ("Amendment") to the consulting Agreement (the "Agreement") in effect between Kaltura Europe Limited ("Company") and Ron Yekutieli ("Consultant") shall be effective as of January 1, 2018 Amendment Effective Date".

WHEREAS, Company and Consultant entered into the Agreement on or about July 1, 2016 (effective as of May 1, 2014); and

WHEREAS, the parties now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Unless expressly defined herein, capitalized terms shall have the meaning set forth in the Agreement.
2. The following language hereby replaces and supersedes the "**Consideration**" section in Exhibit A the Agreement:

Consulting Fee

From January 1, 2020 until the termination of the Agreement, the full Monthly Fee shall be \$13,750.00 and such fee shall be payable on a monthly basis, within 10 days of Company's receipt of an invoice submitted in accordance with the terms of the Agreement.

Bonus

The applicable Bonus for the 2020 calendar year, and any subsequent calendar years until the termination of the Agreement, shall be as follows:

- a. The maximum amount of the Bonus payment per calendar year (12 months) shall be: (a) a maximum Annual Bonus of USD \$102,440.00; and (b) a maximum Annual Additional Stretch Bonus of USD \$24,657.00.
- b. Consultant's entitlement to the Bonus shall be determined, for each calendar year, on the basis of the attainment of the goals and objectives defined by Company (the "Qualifying Objectives"). For the 2020 calendar year, the Qualifying Objectives shall be those determined and approved by the Compensation Committee of the Kaltura, Inc. Board of Directors in February 2020.
- c. Beginning from January 1, 2020, Company shall pay Consultant USD \$5,976.00 per month (i.e., the equivalent of 70% of the pro-rated Annual Bonus) on account of the Bonus (the "Monthly Bonus Amount"). The Monthly Bonus Amount shall be payable on a monthly

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basis, within 10 days of Company's receipt of an invoice submitted in accordance with the terms of the Agreement.

d. For the avoidance of doubt, Company shall have exclusive discretion in determining whether or not any Bonus payment is paid to Consultant.

3. Except as expressly set forth herein, all terms of the Agreement shall remain in full force and effect. If there is any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Amendment on behalf of the party he or she represents. Each party has read, understands, and agrees to the terms of this Amendment. This Amendment may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

Kaltura Europe Ltd.

Ron Yekutiel

Signature: /s/ Sigal Srur

Signature: /s/ Ron Yekutiel

Name: Sigal Srur

Date Signed: January 21, 2020

Title: Chief Human Resources Officer

Date Signed: January 20, 2020

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AMENDMENT TO CONSULTING AGREEMENT (RON YEKUTIEL)

THIS AMENDMENT ("Amendment") to the consulting agreement (the "Agreement") in effect between Kaltura Europe Limited ("Company") and Ron Yekutieli ("Consultant") shall be effective as of January 1, 2021 (the "Amendment Effective Date").

WHEREAS, Company and Consultant entered into the Agreement effective as of May 1, 2014; and

WHEREAS, the parties now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Unless expressly defined herein, capitalized terms shall have the meaning set forth in the Agreement.
2. Exhibit A of the Agreement is hereby stricken in its entirety and replaced with the following:

Consulting Fee

For all Services provided commencing January 1, 2021 and until termination of the Agreement, the applicable Monthly Fee payable by Company to Consultant shall be USD \$15,088, which fee shall be payable on a monthly basis, within 10 days of Company's receipt of an invoice submitted in accordance with the terms of the Agreement.

Bonus

The applicable Bonus for the 2021 calendar year, and any subsequent calendar years until the termination of the Agreement, shall be as follows:

- a. The maximum amount of the Bonus payment per calendar year (12 months) shall be: (a) a maximum Annual Bonus of USD \$ 131,607 (gross); and (b) a maximum Annual Stretch Bonus of USD \$ 42,900 (gross).

Consultant's entitlement to the Bonus shall be determined, for each calendar year, on the basis of the attainment of certain financial and operational metrics set by Kaltura Inc.'s board of directors (the "Qualifying Objectives").

- b. From January 2021 through the end of December 2021, Company shall pay Consultant USD \$ 7,677 per month on account of the Bonus (the "Monthly Bonus Amount"). The Monthly Bonus Amount shall be payable on a

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monthly basis, within 10 days of Company's receipt of an invoice submitted in accordance with the terms of the Agreement.

- c. In the event that the applicable Annual Bonus and Annual Additional Stretch Bonus attainment exceed the aggregate Monthly Bonus Amounts paid during such applicable calendar year, then Consultant shall be entitled to receive the balance, which will be paid in March of the subsequent year. In the event that the applicable Annual Bonus and Annual Additional Stretch Bonus amounts are lower than the aggregate Monthly Bonus Amounts paid during such applicable calendar year, then such shortfall amount will be taken into account and deducted from Consultant's future payments.
 - d. For the avoidance of doubt, Company shall have exclusive discretion in determining whether or not any Bonus payment is paid to Consultant.
3. Except as expressly set forth herein, all terms of the Agreement shall remain in full force and effect. If there is any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Amendment on behalf of the party he or she represents. Each party has read, understands, and agrees to the terms of this Amendment. This Amendment may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

Kaltura Inc.

Ron Yekutiel

Signature: /s/ Yaron Garmazi

Signature: /s/ Ron Yekutiel

Name: Yaron Garmazi

Date Signed: March 7, 2021

Title: CFO

Date Signed: March 7, 2021

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AMENDMENT TO CONSULTING AGREEMENT (RON YEKUTIEL)

THIS AMENDMENT ("Amendment") to the consulting agreement (the "Agreement") in effect between Kaltura Europe Limited ("Company") and Ron Yekutiel ("Consultant") shall be effective as of January 1, 2022 (the "Amendment Effective Date").

WHEREAS, Company and Consultant entered into the Agreement effective as of May 1, 2014; and

WHEREAS, the parties now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Unless expressly defined herein, capitalized terms shall have the meaning set forth in the Agreement.
2. Exhibit A of the Agreement is hereby stricken in its entirety and replaced with the following:

Consulting Fee

For all Services provided commencing April 1, 2022 and until termination of the Agreement, the applicable Monthly Fee payable by Company to Consultant shall be USD \$14,255, which fee shall be payable on a monthly basis, within 10 days of Company's receipt of an invoice submitted in accordance with the terms of the Agreement.

Bonus

The applicable Bonus for the 2022 calendar year, and any subsequent calendar years until the termination of the Agreement, shall be as follows:

- a. The maximum amount of the Bonus payment per calendar year (12 months) shall be: (a) a maximum Annual Bonus of USD \$171,236 (gross); and (b) a maximum Annual Stretch Bonus of USD \$57,079 (gross).

Consultant's entitlement to the Bonus shall be determined, for each calendar year, on the basis of the attainment of certain financial and operational metrics set by Kaltura Inc.'s board of directors or its compensation committee (the "Qualifying Objectives").

- b. From January 2022 through the end of December 2022, Company shall pay Consultant USD \$ 9,989 per month on account of the Bonus (the "Monthly Bonus Amount"). The Monthly Bonus Amount shall be payable on a monthly basis, within 10 days of Company's receipt of an invoice submitted in accordance with the terms of the Agreement.
-

- c. In the event that the applicable Annual Bonus and Annual Additional Stretch Bonus attainment exceed the aggregate Monthly Bonus Amounts paid during such applicable calendar year, then Consultant shall be entitled to receive the balance, which will be paid in March of the subsequent year. In the event that the applicable Annual Bonus and Annual Additional Stretch Bonus amounts are lower than the aggregate Monthly Bonus Amounts paid during such applicable calendar year, then such shortfall amount will be taken into account and deducted from Consultant's future payments.
 - d. For the avoidance of doubt, Company shall have exclusive discretion in determining whether or not any Bonus payment is paid to Consultant.
3. Except as expressly set forth herein, all terms of the Agreement shall remain in full force and effect. If there is any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Amendment on behalf of the party he or she represents. Each party has read, understands, and agrees to the terms of this Amendment. This Amendment may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

Kaltura Europe Ltd.

By: /s/ Yaron Garmazi
Name: Yaron Garmazi
Title: Chief Financial Officer
Date Signed: March 31, 2022

Ron Yekutieli

By: /s/ Ron Yekutieli
Date Signed: April 3, 2022



EMPLOYMENT AGREEMENT

This Employment Agreement (the "Employment Agreement") is made as of June 18 2017 by and between Kaltura Ltd., Company Number 5-1391737-7, an Israeli company, having its principal place of business at 2 Shoham St. Ramat Gan, Israel (the "**Company**"), and Yaron Garmazi holder of an Israeli ID number ##### (the "**Employee**").

WHEREAS, the Company wishes to employ the Employee, and the Employee agrees to be employed by the Company, as of June 19, 2017 (the "**Effective Date**") and throughout the Term (as such term is defined below), all in accordance with the terms and conditions set forth in this Employment Agreement); and

WHEREAS, the Employee represents that he has significant expertise and knowledge with regard to the Position.

NOW, THEREFORE, in consideration of the mutual premises, covenants and other agreements contained herein, the parties hereby agree as follows:

1. General

- 1.1 The preamble to this Employment Agreement constitutes an integral part thereof.
- 1.2 The appendices to this Employment Agreement are an integral part thereof and are hereby incorporated by reference.
- 1.3 The headings in this Employment Agreement are for the purpose of convenience only and shall not be used for the purposes of interpretation.
- 1.4 In this Employment Agreement words referring to a male employee are intended also for a female employee.

2 Employment and Position.

- 2.1 The Employee's employment with the Company shall commence on the Effective Date and shall continue for an unlimited period, in accordance with the provisions of this Employment Agreement
- 2.2 The Company hereby agrees to employ the Employee and the Employee hereby agrees to be employed by Company in the position as described in Exhibit A hereto (the "Position"). The Employee shall have such authority as shall be delegated to him/her by the authorized representative(s) of the Company from time to time. The Company may, at its sole discretion, change the Position, the scope of authority, the content of the Position and its definitions, and/or to ask the Employee to render services out of the scope of the Position.
- 2.3 The Employee shall report regularly to the person set forth in **Exhibit A** hereto, or to any other person or position as Company, at its sole discretion, shall instruct the Employee from time to time (the "**Direct Manager**").

3 Employee's Duties.

- 3.1 The Employee affirms and undertakes throughout the term of this Agreement:
 - 3.1.1 To devote his entire working time, know-how, expertise, talent, experience and best efforts to the business and affairs of the Company and to perform his/her duties and functions diligently and skillfully with the utmost expertise and devotion.
 - 3.1.2 To travel abroad from time to time if and as may be required pursuant to his Position.
 - 3.1.3 Not to receive, at any time, whether during the term of this Agreement and/or at any time thereafter, directly or indirectly, any payment, benefit and/or other consideration, from any third party in connection with his employment with the Company, without the Company's prior written authorization.
 - 3.1.4 To immediately and without delay inform the Company of any affairs and/or matters that might constitute a conflict of interest with Employee's Position and/or employment with Company (including its affiliates) and/or the interests of the Company (including its affiliates).
 - 3.1.5 Not, without the prior written consent of the Company, to undertake or accept any other paid or unpaid employment or occupation or engage in or be associated with, directly or indirectly, any other businesses, duties or pursuits except for de minimis non-commercial or non-business activities.



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3.1.6 To comply with all the Company's regulations, work-rules, policies, procedures and objectives, as shall be in effect from time to time (the "**Company's Rules**"). In the event of inconsistency or contradiction between the provisions of this Employment Agreement and the Company's Rules, this Agreement shall prevail.

3.1.7 To comply with any applicable law or provision, pertaining to his employment, including, without limitation, the Company's Rules for Prevention of Sexual Harassment at the Workplace.

3.1.8 To the transfer of any information related to the Employee and held by the Company to a database (including a database located abroad) and to any other person or entity, as the Company shall deem necessary and reasonable for business purposes or to pursue the Company's business interests.

3.2 This Employment Agreement is confidential and therefore the Employee shall not disclose this Employment Agreement as a whole, or any part thereof, to any third party (not including the Employee's spouse, attorney or tax advisor), including, without limitation, to any other employee of the Company.

4 Time and Attention

4.1 In general, work for the Company shall be performed on Sunday through Thursday, unless determined and instructed otherwise by the Company, as set forth hereunder. A regular workday with the Company shall consist of 9.6 hours, including a 1 hour daily break which shall be taken by the Employee, and which shall be the Employee's responsibility to take. Saturday shall be the Employee's recognized and official rest day.

4.2 Employee agrees and acknowledges that due to the Employee's senior managerial position in the Company, the special personal trust involved in the position in which the Employee shall be employed, and the inability to monitor the Employee's actual work hours, the Hours of Work and Rest Law, 195 I (the "Hours of Work and Rest Law") shall not apply to the Employee. The Employee acknowledges that the set amount of the Monthly Salary (as defined hereunder), as well as all other compensation and benefits provided to the Employee by the Company, as agreed upon between the Employee and the Company, reflect the requirements of the position to work additional and irregular hours and days. Accordingly, the Employee shall not be entitled to claim or receive payments or any additional pay for work performed at overtime hours, nights, weekends, or at any other times in which the Hours of work and Rest Law requires payment of special payments (to employees who are not in a position such as the position of the Employee). Notwithstanding, the Employee shall not generally be required to work on Saturdays or holidays.

5 Term and Termination

5.1 Employee's employment under this Employment Agreement shall commence on the Effective Date and shall remain in full force and effect unless terminated in accordance with the terms and conditions herein (the "**Term**").

5.2 Either the Company or Employee may terminate the Employee's employment by providing prior written notice in the number of days set forth in **Exhibit A** hereto (the "**Notice Period**"). During the Notice Period, whether notice has been given by the Employee or by the Company, the Employee shall continue to work unless instructed otherwise by the Company, and shall cooperate with the Company and use his/her best efforts to assist the integration into the Company organization of the person or persons who will assume the Employee's responsibilities and duties.

5.3 Nonetheless, the Company shall be entitled, but not obligated, at any time prior to the expiration of the Notice Period, at its sole discretion: (i) to waive the Employee's actual work during the Notice Period, in which event the Company shall pay to the Employee during the remainder of the Notice Period the payments payable to the Employee under Section 6 below; or (ii) to immediately terminate this Employment Agreement and the employment relationship, at any time prior to the expiration of the Notice Period, in which event the Company shall pay the Employee upon termination of the Employment Agreement and the employment relationship the value of the Monthly Salary during the remainder of the Notice Period.

5.4 Notwithstanding the foregoing, the Company may immediately terminate this Employment Agreement and the employment relationship at any time for '**Cause**' (as defined below) without Notice Period or any compensation in lieu of Notice Period and/or severance pay (subject to applicable law). For the purpose of this Employment Agreement, "**Cause**" means: (i) the Employee's breach of trust or fiduciary duties, including but not limited to theft, embezzlement, self-dealing, or breach of the provisions of the IP Agreement (as defined below); (ii) any willful failure to perform or failure to perform competently any of the Employee's material functions or duties hereunder (including violation of the Company's Rules), or other breach of this Employment Agreement, which, if capable of cure, was not cured within five (5) days of receipt by the Employee of written notice thereof; (iii) an event in which the Employee deliberately or gross negligently causes harm to the Company's business affairs or reputation; (iv) conviction of, or entry of any plea of guilty or nolo contendere by, the Employee for any felony or other lesser crime that would require removal from his or her position at the Company (e.g., any alcohol or drug related misdemeanor);



(v) personal dishonesty; (vi) willful misconduct; (vii) other cause justifying termination or dismissal without severance payment under applicable law; or (viii) if the Employee has provided the Company with false information about past career and/or education during the recruiting phase.

6 Salary and Social Benefits

6.1 Commencing from the Effective Date and during the Term, in consideration for the fulfillment of the Employee's work and other obligations set forth in this Employment Agreement, the Company shall pay the Employee a gross monthly salary in the amount as set forth in **Exhibit A** hereto (the "**Monthly Salary**").

6.2 [Reserved].

6.3 The Monthly Salary shall be paid to the Employee no later than the 9th day of the following month.

6.4 The Company and the Employee will obtain and maintain Managers' Insurance or a pension fund according to the Employee's choice (the "Pension Insurance"). The contributions to the Pension Insurance shall be as follows

6.4.1 In the event that the Pension Insurance is **Managers Insurance**: the Company shall contribute 14.833% of the Monthly Salary (of which 8.33% will go towards severance, at least 5% are designated for premium payments and an additional percentage will go towards disability insurance, at a rate necessary to insure 75% of the Monthly Salary - "**Company Contribution**") and the Employee shall contribute 6% of the Monthly Salary payment ("**Employee's Contribution**") toward the premiums payable in respect of such insurance (the "**Pension Insurance Policy**").

6.4.2 In the event that the Pension Insurance is a **Pension Fund** the Company shall contribute 14.833% of the Monthly Salary (of which 8.33% will be towards severance - "**Company Contribution**") and the Employee shall contribute 6% of the Monthly Salary payment ("**Employee's Contribution**") toward the premiums payable in respect of such fund (the "**Pension Insurance Policy**").

6.4.3 For clarity's sake, the abovementioned contributions to the Employee's Pension Insurance may be changed from time to time according to applicable law.

6.4.4 It is hereby agreed that upon termination of employment under this Employment Agreement, the Company shall release to the Employee all amounts accrued in the Pension Insurance on account of both the Company's and Employee's Contributions. However, it is hereby agreed that if the Employee's employment shall terminate under the circumstances defined in Section 16 and/or Section 17 of the Severance Pay Law - the Employee shall not be entitled to any Severance Pay.

6.4.5 The Employee and the Company explicitly acknowledge and agree that the amounts accrued in the Pension Insurance Policy on account of the Company's Contribution designated for severance payments shall be in lieu and in full and final substitution of any severance pay the Employee shall be or become entitled to under any applicable Israeli law. This section is in accordance with Section 14 of the Severance Pay Law, and the General Approval of the Labor Minister, dated June 30, 1998, (as amended and as may be amended from time to time) (the "General Approval"), issued in accordance to the said Section 14, a copy of which is attached hereby as **Exhibit C**, together with an English translation of the same, attached hereto as **Exhibit D**. The General Approval forms an integral part of this Agreement. In so far as amendments to the General Approval shall be necessary, according and subject to any law or regulations, the provisions of the amended General Approval shall prevail and replace the General Approval attached hereto as **Exhibit C** and **Exhibit D**.

6.5 The Company and the Employee shall open and maintain an education fund ("Keren Hishtalmut" in Hebrew) (the "**Education Fund**"). The Company shall contribute to the Education Fund an amount equal to seven and a half percent (7.5%) and the Employee shall contribute to such Education Fund an amount equal to two and a half percent (2.5%) of each Monthly Salary payment. Notwithstanding the above, the amounts contributed by the Company to the Education Fund will not exceed the limit recognized by the Income Tax Authority from time to time. In any event, any tax liability related to the Education Fund shall be borne, exclusively, by the employee. The Employee hereby authorizes the Company to transfer to the Education Fund the amount of the employee's and the Company's contribution from each Monthly Salary payment.

6.6 The Employee shall be entitled to paid annual vacation days as set forth in **Exhibit A** hereto. Accumulation, execution and redemption of such annual vacation days shall be made in accordance with the applicable Company's Rules, as may be amended from time to time.

6.7 It is explicitly acknowledged and agreed that the Monthly Salary includes mandatory travel expenses in accordance with applicable law and Employee shall not be entitled to receive any additional reimbursement of travel expenses.



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6.8 The Employee shall be entitled to sick leave and convalescence payments (known as "Dmei Havra'a") in accordance with the applicable law, extension orders and in accordance with the applicable Company' Rules, as may be amended from time to time.

6.9 The Employee shall bring to the attention of his Direct Manager any call-up order for military reserve duty immediately upon receipt of the order.

7 Bonus

7.1 The Employee shall be entitled to MBO incentive payments, according to the CEO decision.

7.2 The MBO payment will be under the following terms (the "Bonus"),:

7.2.1 Maximum Bonus payment per year shall be NIS 240,000. Bonus will be paid at the end of each quarter, as detailed below:

7.2.2 Company shall provide Employee with a written Plan that Employee must achieve in order to be entitled to receive the Bonus, in whole or in part (the "Plan").

7.2.3 At the end of each quarter the Company will assess the Employee's performance and determine if the Employee is entitled to the predefined Bonus payments, in part or in full. Company's determinations in this respect shall be final and binding.

7.2.4 MBO payments will be made on a quarterly basis, during the second month of the following quarter (e.g., MBO payments related to Q3 performance will be paid out in November).

7.2.5 If Employee's employment is terminated prior to the end of a quarter, or if Employee was on notice period during the quarter and was not actively and fully performing all his duties through the entire quarter, then the Employee shall be entitled for the related period.

7.2.6 Since Bonus payments, if paid, are conditional and discretionary payments, Bonus payments shall not be deemed to be part of the Employee's salary, and shall not be taken into account in the calculation of the Employee's allocations to pension plan, education fund, severance pay, redemption of vacation, or any other employment related payment or benefit.

7.2.7 All Bonus payments shall be subject to all mandatory deductions, and shall be deemed to be quoted in gross figures.

8 Additional Benefits

8.1 Company Car. The Company shall provide the Employee with a leased car (the "Leased Car"), which shall be of type and make to be elected by the Company. If the Employee will be entitled to use a Leased Car and will choose to actually use it, then the Company and the Employee shall enter into an addendum to this Employment Agreement, providing for, amongst other things, (a) the Employee's liabilities and responsibilities with respect to the use of the Leased Car and the Company's written policy regarding car leasing, which may be amended from time to time by the Company (collectively, the "Car Leasing Documents"); and (b) that the use of such Leased Car shall be subject to certain reductions and deductions from the Monthly Salary, in accordance with the Company's Car Policy, as may be amended by the Company from time to time. The Employee shall bear any applicable tax imposed with regard to the Leased Car. The Employee agrees and acknowledges that (i) the execution of a written withhold, or to have withheld, any such tax. The Employee hereby irrevocably authorizes the Company to deduct from any payment, which may be due to the Employee from the Company, any amount which the Employee may owe to the Company hereunder.

8.2.4 The Employee acknowledges and confirms that as of the Effective Date, the above provisions constitute the sole promise made by the Company with respect to the grant of options and any other equity securities of Kaltura to the Employee, in his capacity as an Employee and in any other capacity; provided that notwithstanding the foregoing, Employee acknowledges and agrees that Employee has no right to receive any such stock or options to acquire stock unless the grant is approved by the Board of Directors of Kaltura.

9 Confidentiality, Non-Compete and Proprietary Rights

9.1 The Employee shall be required, as a condition to Employee's employment with the Company, to sign the Non-Competition, Proprietary Information and Inventions Agreement in the form attached hereto as Exhibit B hereto (the "IP Agreement").

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9.2 Employee represents and warrants to the Company that he is aware that any breach of, or failure to comply with, the terms and conditions set forth in the IP Agreement, or part of them, will cause the Company or the Company's affiliates serious and irreparable damage, and that no financial compensation can be an appropriate remedy to such damage. Therefore, Employee agrees, that if such a breach occurs, the Company, any of the Company's affiliates or any of their designee(s) shall be entitled, without prejudice, to take all legal means necessary, and all and any injunctive relief as is necessary to restrain any continuing or further breach of this Agreement and the IP Agreement

9.3 For the removal of doubt, it is hereby clarified that the Employee's compensation under this Employment Agreement has been calculated to include special consideration for the commitments under **Exhibit B** and the Employee will not be entitled to any further consideration for such commitments, expressly including no entitlement to royalties for any Service Inventions as defined in Section 132 of the Patent Law, 1967 (the "**Patent Law**"). This clause constitutes an express waiver of my rights under Section 134 of the Patent Law.

9.4 To the extent the services, deliverables, Inventions (as defined in the IP Agreement) or any other work product provided by Employee include any software, computer code and/or firmware, any such services, deliverables, Inventions or work product shall not incorporate or include any Open Source (as defined below), unless explicitly approved in writing by Company in each instance. In addition, all services, deliverables, Inventions and any other work product provided by Employee shall on delivery be free of viruses, malicious code, time bombs, Trojan horses, back doors, drop dead devices, worms, or other code of any kind that may disable, erase, display any unauthorized message, permit unauthorized access, automatically or remotely stop software, code and/or firmware from operating, or otherwise impair the services, deliverables, Inventions or work product or the Company network or any part thereof. "**Open Source**" means any software that requires as a condition of its use, the modification and/or distribution of such software or other software incorporated into, derived from or distributed with such software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (ii) redistributable at no charge.

10 Employee Representations and Warranties

10.1 The Employee represents and warrants to the Company that the execution and delivery of this Employment Agreement and the fulfillment of the terms hereof: (i) will not constitute a default under or breach of any agreement or other instrument to which he/she is a party or by which he is bound, including without limitation, any confidentiality, invention assignment or non competition agreement; (ii) that no provision of any law, regulation, agreement or other document prohibits him/her from entering into this Employment Agreement; (iii) do not require the consent of any person or entity; and (iv) shall not utilize during the term of his/her employment any proprietary information of any third party, including prior employers of the Employee (other than any affiliate of the Company).

10.2 The Employee acknowledges that the Company is relying on the Employee's representations under this Section 8 upon entering into this Employment Agreement and any misrepresentation under this section by the Employee shall constitute a material breach of this Employment Agreement.

10.3 The Employee hereby agrees and acknowledges that he has read, understands and consents to the Company Computer Policy attached hereto as Exhibit E and incorporated herein by reference, and agrees to, concurrently with the execution of this Employment Agreement, to execute such form.

10.4 The Employee shall immediately and without delay inform the Company of any affairs and/or matters that might constitute a conflict of interest with the Employee's Position and/or employment with Company and/or the interests of the Company.

11 General

11.1 This Employment Agreement, together with its Exhibit and Schedules, constitute the entire understanding and agreement between the parties hereto, supersedes any and all prior discussions, agreements and correspondence with regard to the subject matter hereof, and may not be amended, modified or supplemented in any respect, except by a subsequent written document executed by both Employee and the Company.

11.2 The Company may assign or transfer this Employment Agreement or any right, claim or obligation provided herein subject to any applicable law, provided however that none of the Employee's rights under this Agreement are thereby diminished. The obligations of the Employee hereunder shall not be assignable or delegable.

11.3 All notices, requests and other communications to any party hereunder shall be given or made in writing and faxed, emailed, mailed (by registered or certified mail) or delivered by hand to the respective party at the address set forth in the caption of this Employment Agreement or to such other address (or fax number or email address) as such party may hereafter specify for the purpose of notice to the other party hereto. Each such notice, request or other communication shall be effective (a) if given by

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fax or email, one (1) business day after such fax is transmitted to the fax number or email address specified herein and the appropriate answer back is received, or (b) if given by any other means, when delivered at the address specified in the Employment Agreement.

11.4 This Employment Agreement shall be governed by, and construed and enforced in accordance with, the laws of Israel without giving effect to principles of conflicts of law thereof. The parties submit to the exclusive jurisdiction of the competent courts of Israel in any dispute related to this Employment Agreement.

11.5 The parties hereby confirm that this is a personal services contract and that the relationship between the parties hereto shall not be subject to any general or special collective employment agreement or any custom or practice of the Company in respect of any of its other employees or contractors.

11.6 This Employment Agreement includes the terms to be contained in, and constitutes, the written notice to be delivered to the Employee pursuant to the Notice to Employee Law (Terms of Employment), 2002. Accordingly, this Employment Agreement shall come in lieu of the notice that is required under the Notice to Employee Law.

IN WITNESS WHEREOF, the Company and the Employee have executed this Employment Agreement as of the date first appearing above.

KALTURA Ltd.

Employee

By: /s/ Ron Yekutiel

Signature: /s/ Yaron Garmazi

Name: Ron Yekutiel

Name: Yaron Garmazi

Title: CEO

Date: June 18, 2017

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Exhibit A
Employment Terms

Set forth below is a table detailing the specific terms of your employment (the "**Employment Terms**") with Kaltura Ltd., an Israeli company (the "**Company**"). Please review carefully both the "Employment Terms" and the terms and conditions of the Employment Agreement to which this **Exhibit A** is attached. Once you fully understand the terms and conditions set forth herein and agreed to all the terms and conditions, you are kindly requested to sign the Employment Agreement and the ancillary forms attached thereto and return them to the Company. Your execution of this document constitutes your agreement to the Employment Agreement, including your Employment Terms. The Employment Terms set forth below are subject to the terms and conditions set forth in the Employment Agreement. Capitalized terms used but not defined herein shall have the meanings as ascribed to them under the Employment Agreement.

Employee Personal Details	Full Name: Yaron Garmazi I.D. Number: ##### Address: Telephone Number (cell): ##### E-mail: #####	
Position	CFO	
Direct Manager	CEO	
Monthly Salary	Monthly Salary:	NIS (gross) 70,000
MBO	Monthly MBO NIS paid on quarterly basis 20,000	
Scope of Work	Full time	
Notice Period (by the Company or the Employee)	60 days	
Pension Insurance	<input checked="" type="checkbox"/> Entitled under Section 14 route. Per the terms detailed in the Employment Agreement.	
Keren Hishtalmut (Education Fund)	<input checked="" type="checkbox"/> Entitled (not exceed the limit recognized by the Income Tax Authority from time to time). Company Contribution- 7.5% of the Monthly Salary Employee Contribution- 2.5% of the Monthly Salary	
Vacation Days	20 workdays per year.	
Sick Leave Days per Year	Per Applicable Law.	
Recreation Days	Per Applicable Law.	

IN WITNESS WHEREOF, the parties have executed these Employment Terms Agreement effective as of the Effective Date.

KALTURA Ltd.

Employee

By: /s/ Ron Yekutiel

Signature: /s/ Yaron Garmazi

Name: Ron Yekutiel

Name: Yaron Garmazi

Title: CEO

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Exhibit B

THIS NON-COMPETITION, PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT ("Agreement") is made and entered by and between Kaltura Ltd., an Israeli company ("**Company**"), and the undersigned individual ("**Employee**"), which Agreement will be effective as of the first day of the Employee's employment by the Company (the "**Effective Date**"). Unless the context otherwise requires, the term "Company" shall also include all direct and indirect existing and future subsidiary, parent or related corporations of the Company.

AGREEMENT

Employee acknowledges that Employee's employment by the Company creates a relationship of confidence and trust between Employee and the Company with respect to all Confidential Information (as defined below) of the Company.

In consideration and as a condition of Employee's employment by the Company, the compensation paid therefore and the benefits received therefore, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Confidential Information.

(a) **Confidentiality.** Except as herein provided, Employee agrees that during and after termination of his or her employment with the Company, he or she (i) shall keep Confidential Information (as defined below) confidential and shall not directly or indirectly, use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information without the Company's prior written consent; (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information; and (iii) shall follow recommendations made by the Board of Directors, officers or supervisors of the Company from time to time regarding Confidential Information. "**Confidential Information**" includes but is not limited to Inventions (as defined in section 2(b)), trade secrets, confidential information, knowledge or data of the Company, or any of its clients, customers, consultants, shareholders, licensees, licensors, vendors or affiliates, that Employee may produce, obtain or otherwise acquire or have access to during the course of his or her employment by the Company (whether before or after the date of this Agreement), including but not limited to: business plans, records, and affairs; customer files and lists; special customer matters; sales practices; methods and techniques; merchandising concepts, strategies and plans; sources of supply and vendors; special business relationships with vendors, agents, and brokers; promotional materials and information; financial matters; mergers; acquisitions; equipment, technologies and processes; selective personnel matters; inventions; developments; product specifications; procedures; pricing information; intellectual property; know-how; technical data; software programs; algorithms; operations and production costs; processes; designs; formulas; ideas; plans; devices; materials; and other similar matters which are confidential. AB Confidential Information and all tangible materials containing Confidential Information are and shall remain the sole property of the Company.

(b) **Limitation.** Employee shall have no obligation under this Agreement to maintain in confidence any information that (i) is in the public domain at the time of disclosure, (ii) though originally Confidential Information, subsequently enters the public domain other than by breach of Employee's obligations hereunder or by breach of another person's or entity's confidentiality obligations.

(c) **Former Employer Information.** Employee agrees that he or she has not and will not, during the term of his or her employment, (i) improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity (except for affiliates of the Company) with which Employee has an agreement or duty to keep in confidence information acquired by Employee, if any, or (ii) bring onto the premises of the Company any document or confidential or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity. Employee will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation of the foregoing.

(d) **Third Party Information.** Employee recognizes that the Company may have received, and in the future may receive, from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees that Employee owes the Company and such third parties, during Employee's employment by the Company and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person or firm and to use it in a manner consistent with, and for the limited purposes permitted by, the Company's agreement with such third party.

(e) **Conflicting Activities.** While employed by the Company, Employee will not work as an employee or consultant of any other organization or engage in any other activities which conflict, directly or indirectly, with the obligations to the Company, without the express prior written approval of the Company.



2. Inventions.

(a) Inventions Retained and Licensed. Employee represents that there are no Prior Inventions (as defined below). Employee hereby acknowledges that, if in the course of his or her service for Company, Employee incorporates into a Company product, process or machine a Prior Invention owned by Employee or in which he or she has an interest, Company is hereby granted and shall have a fully paid, nonexclusive, royalty-free, irrevocable, perpetual, worldwide, transferable and sub licensable right and license to make, have made, modify, create derivative works, reproduce, use, offer to sell, sell, sublicense and otherwise distribute such Prior Invention (as may be improved or enhanced by or for Company) and in the event of copyrightable materials, copy, distribute, publicly perform, publicly display, make derivative works thereof, and sublicense such copyrightable materials, as part of or in connection with such product, process or machine.

For the purposes of this Agreement, the term "**Prior Inventions**" shall mean inventions, ideas, improvements, designs or discoveries, whether or not patentable and whether or not reduced to practice, original works of authorship, computer programs (including, but not limited to, code, modules, tools, and libraries) and trade secrets made or conceived by or belonging to Employee (whether made solely by Employee or jointly with others) that (i) were developed by Employee prior to Employee's employment by Company, (ii) relate to Company's actual or proposed business, operations, products or research and development, and (iii) are not assigned to Company hereunder.

(b) Assignment of Inventions. Except as provided in Section 2(e) hereof, Employee hereby assigns and transfers to Company, to the fullest extent under applicable law, his or her entire right, title and interest in and to all inventions (including, but not limited to, "Service Inventions" as defined in Section 132 of the Israeli Patent Law-1967 (the "**Patent Law**"), ideas, improvements, designs, developments, works, know-how, original works of authorship, formulae, ideas, concepts, techniques, methods, systems, processes, compositions of matter, algorithms, computer software programs (including, but not limited to, any code, modules, tools, and libraries), databases, trade secrets and discoveries and any other intellectual creations of any nature whatsoever (the "**Inventions**"), whether or not patentable and whether or not reduced to practice, made or conceived by Employee, whether solely by Employee or jointly with others, prior to or during the period of his or her employment with Company that (i) relate in any manner to the actual or demonstrably anticipated business, work, or research and development of Company, its affiliates or subsidiaries, (ii) are developed in whole or in part on Company's time or using Company's equipment, supplies, facilities or Confidential Information, or (iii) result from or are suggested by any task assigned to Employee or any work performed by Employee for or on behalf of Company, its affiliates or subsidiaries, or by the scope of Employee's duties and responsibilities with Company, its affiliates or subsidiaries. In the event that Employee believes that he or she is entitled to ownership, either in whole or in part, of an Invention pursuant to Section 2(e) hereof, he or she shall notify Company of such in writing. Except in such cases as the Board of Directors of Company confirms in writing that Employee is entitled to ownership, Employee agrees that all Inventions are the sole property of Company. Employee further acknowledges that all original works of authorship that are made by Employee, solely or jointly with others, within the scope of and during the period of Employee's employment by Company and that are protectable by copyright are "works made for hire," as defined in the U.S. Copyright Act and shall be owned solely by the Company. Without derogating from the aforementioned, the Employee hereby explicitly waives any interest, claim or demand that the Employee may have for, or may be entitled to, with respect to any consideration, compensation or royalty in connection with Assignable Inventions, including but not limited to, any claims for consideration, compensation or royalty before the Committee for Compensation and Royalties (the "**Committee**") or other tribunal with competent jurisdiction pursuant to Section 134 of the Patent Law or any other similar provision under any law of any applicable jurisdiction. The Employee hereby acknowledges and declares that the monthly salary and any other benefits provided under the Employment Agreement to which this Exhibit is attached, constitutes the entire compensation to which he/she is entitled to and includes any and all consideration with respect to the Inventions developed by him/her. The Employee further waives the right to bring any claims, demands or allegations to receive compensation, consideration or royalty with respect to the Moral Rights (as defined below) and the Company Inventions before the Committee under the Patent Law. Notwithstanding the above, in the event that despite the parties' agreement hereunder and the aforementioned waiver it is determined by any competent authority (including but not limited to the Committee) that for any reason whatsoever the Employee is or will be entitled to consideration, compensation or royalty in connection with one or more Company Inventions, the Employee agrees and acknowledges that the Special Compensation (as defined below) will be deemed the sole and final consideration, compensation or royalty payments to which Employee is, and will be, entitled to in connection with such Company Inventions. "**Moral Rights**" as used herein means the rights of an author under Section 45 of the Israeli Copyright Law, 2007, or any other similar provision under any law of any applicable jurisdiction, including the right of the author to be known as the author of his/her work; to prevent others from being named as the author of his/her work; to prevent others from making deforming changes in his/her work in a manner that reflects negatively on his/her professional standing, his/her goodwill or dignity. For the purpose hereof, the term "**Special Compensation**" shall mean an amount equal to 10% of the monthly salary of the Employee, which amount shall be considered as a special compensation for the Employee's contribution any Company's Invention.



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(c) **Disclosure of Inventions.** Employee agrees that in connection with any Invention: (i) Employee shall promptly disclose such Invention in writing to his or her immediate supervisor at Company (which shall be received in confidence by Company), with a copy to the Company, regardless of whether Employee believes the Invention is covered by Section 2(e), in order to permit Company to claim rights to which it may be entitled under this Agreement; and (ii) Employee shall, at Company's request, promptly execute a written assignment of title to Company for any Invention required to be assigned by Section 2(b) (an "**Assignable Invention**"), and Employee will preserve any such Assignable Invention as Confidential Information of Company.

(d) **Patent and Copyright Registrations.** Employee agrees to assist Company, or its designee, at Company's expense, in every proper way to secure Company's rights in the Assignable Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and other instruments that Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Assignable Inventions, and any copyrights, patents, or other intellectual property rights relating thereto. Employee further agrees that his or her obligation to execute or cause to be executed, when it is in his or her power to do so, any such instrument or papers shall continue after the termination of Employee's employment by Company. If Company is unable because of Employee's mental or physical incapacity or for any other reason to secure Employee's signature to apply for or to pursue any application for any Israel, U.S. or other patents or copyright registrations covering Assignable Inventions or original works of authorship assigned to Company as above, then Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee.

(e) **Exception to Assignments.** Assignable Inventions shall not include any Invention (i) that Employee develops entirely on Employee's own time, (ii) without use of any Company assets and (iii) which useful with and does not relate to Company's actual or proposed business, products or research and development.

(f) **Other Obligations.** Employee acknowledges that Company from time to time may have agreements with other persons or with the Israeli, U.S. or other governments, or agencies thereof, that impose obligations or restrictions on Company regarding Inventions made during the course of work thereunder or regarding the confidential nature of such work. Employee agrees to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of Company thereunder.

3. Return of Confidential Material. Upon Company's request or in the event of Employee's termination of employment with Company for any reason whatsoever, Employee agrees promptly to surrender and deliver to Company all records, materials, equipment, drawings, documents and data of any nature pertaining to any Confidential Information or to his or her employment, and Employee will not retain or take with him or her any tangible materials or electronically stored data, containing or pertaining to any Confidential Information that Employee may produce, acquire or obtain access to during the course of his or her employment.

4. Notification of New Employer. If employee leaves the Company's employ, Employee hereby consents to the Company notifying Employee's new employer about Employee's rights and obligations under this Agreement.

5. Non-Solicitation and Non-Competition.

(a) **Restrictions.** Employee agrees that during the period of his or her employment with the Company and for one (1) year after the date of termination of his or her employment with Company (for any reason or no reason, whether voluntary or involuntary), he or she will not (i) induce, solicit, recruit or encourage (or endeavor to induce, solicit, recruit or encourage) any employee or consultant of the Company to leave the employ of Company, (ii) solicit the business of any client or customer of Company (other than on behalf of Company), (iii) engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company (iv) carry on or hold an interest in any corporation, venture, entity or other business (other than a minority interest in a publicly traded company) which competes with the products or services of the Company, or (v) assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of the Company or act as an employee, officer consultant or in any managerial capacity in a business in competition with the Company.

(b) **Enforcement.** If at any time any of the provisions of Section 5(a) are deemed invalid or unenforceable or are prohibited by the laws of the state or place where they are to be performed or enforced, by reason of being vague or unreasonable as to duration or geographic scope or scope of activities restricted, or for any other reason, such provisions



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shall be considered divisible and shall become and be immediately amended to include only such restrictions and to such extent as shall be deemed to be reasonable and enforceable by the court or other body having jurisdiction over this Agreement. The provisions of Section 5(a), as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included.

6. Representations. Employee agrees to execute any proper oath or verify any proper document required to carry out or evidence compliance with the terms of this Agreement. Employee represents that his or her performance of all the terms of this Agreement, and as an employee of the Company, will not breach any agreement to keep in confidence proprietary information acquired by Employee in confidence or in trust prior to Employee's retention by Company. Employee has not entered into, and Employee agrees that he or she will not enter into, any oral or written agreement in conflict herewith.

7. Equitable Relief. Employee agrees that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in this Agreement. Accordingly, Employee agrees that if Employee breaches this Agreement, including without limitation the provisions of Paragraph 5(a), hereunder, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. Employee further agrees that no bond or other security shall be required in obtaining such equitable relief and Employee hereby consents to such injunction's issuance and to the ordering of specific performance. In any legal proceeding commenced under this Paragraph 7, the losing party shall pay the prevailing party's actual attorneys' fees and expenses incurred in the preparation for, conduct of or appeal or enforcement of judgment from the proceeding. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

8. Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the State of Israel, without regard to the choice of law provisions thereof. Employee hereby expressly consents to the personal jurisdiction of the competent courts located in Tel Aviv-Jafo for any lawsuit arising from or relating to this Agreement.

9. Entire Agreement. This Agreement sets forth the entire agreement and understanding between Company and Employee relating to the subject matter herein and merges all prior discussions and agreements between the parties with respect that subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Company. Any subsequent change or changes in Employee's duties, salary or compensation will not affect the validity or scope of this Agreement.

10. Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

11. Successors and Assigns. This Agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of Company, its successors, and its assigns.

12. Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and both of which shall together constitute one and the same instrument.

13. No Employment Contract. Nothing in this Agreement shall be construed to create a contract of employment, either express or implied-in-fact, for any fixed term or requiring cause for termination.

IN WITNESS WHEREOF, the parties have executed these Employment Terms Agreement effective as of the Effective Date.

KALTURA Ltd.

Employee

By: /s/ Ron Yekutiel

Signature: /s/ Yaron Garmazi

Name: Ron Yekutiel

Name: Yaron Garmazi

Title: CEO

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Exhibit C

אישור כללי בדבר תשלומי מעבירים לקרן

פנסיה ולקופת ביטוח במקום פיצויי פיטורים

(לפי חוק פיצויי פיטורים, התשכ"ג-1963)

בחוקי סמכותי לפי סעיף 14 לחוק פיצויי פיטורים, התשכ"ג-1963¹ (להלן: "החוק") אני מאשר כי תשלומים ששילם מעביד החל ביום פרסומו של אישור זה, כעד עובדיו לפנסיה מקיפה בקופת גמל לקצבה שאינה קופת ביטוח כמשמעותה בחקנות מס הכנסה (כללים לאישור ולניהול קופת גמל), התשכ"ד-1964² (להלן: "קרן פנסיה"), או לביטוח מנהלים המולל אפשרות לקצבה או שילוב של תשלומים לתוכנית קצבה ולתוכנית שאינה לקצבה בקופת ביטוח כאמור (להלן: "קופת ביטוח"), לרבות תשלומים ששילם תוך שילוב של תשלומים לקרן פנסיה ולקופת ביטוח, בין אם יש בקופת הביטוח הוכנית לקצבה ובין אם לאו(להלן: "תשלומי המעביד"), יבואו במקום פיצויי הפיטורים המגיעים לעובד האמור בגין השכר שסמנו שולמו התשלומים האמורים ולהקופה ששולמו (להלן: "השכר המופטר"), ובלבד שנתקיימו כל אלה:

(1) תשלומי מעביד

- (א) לקרן פנסיה אינם פחוחים מ- % 1/3 14 מן השכר המופטר או 12% מן השכר המופטר אם משלם המעביד כעד עובדו בנוסף לכך גם תשלומים להשלמת פיצויי פיטורים לקופת גמל לפיצויים או לקופת ביטוח על שם העובד בשיעור של % 2 1/3 מן השכר המופטר, לא שילם המעביד בנוסף ל- % 12 גם % 1/3 2 כאמור, יבואו תשלומיו במקום 72% מפיצויי הפיטורים של העובד, בלבד;
- (ב) לקופת ביטוח אינם פחוחים מאחד מאלה:

- (1) % 3/1 13 מן השכר המופטר, אם משלם המעביד כעד עובדו בנוסף לכך גם תשלומים להבטחת הכנסה חודשית במקרה אובדן כושר עבודה, בתכנית שאישר הממונה על שוק ההון ביטוח וחיסון במשרד האוצר, כשיעור דרוש להבטחת 75% מן השכר המופטר לפחות או בשיעור של % 2 1/2 מן השכר המופטר, לפי הגמך מכיניהם (להלן: "תשלום לביטוח אובדן כושר עבודה");
- (2) % 1 11 מן השכר המופטר, אם שילם המעביד בנוסף גם תשלום לביטוח אובדן כושר עבודה, במקרה זה יבואו תשלומי המעביד במקום 72% מפיצויי הפיטורים של העובד, בלבד; שילם המעביד נוסף על אלה גם תשלומים להשלמת פיצויי פיטורים לקופת גמל לפיצויים או לקופת ביטוח על שם העובד בשיעור של % 3/1 2 מן השכר המופטר, יבואו תשלומי המעביד במקום 100% פיצויי הפיטורים של העובד.

(2) לא יאחר משלושה חודשים מתחילת ביצוע תשלומי המעביד נערך חוזה בכתב בין המעביד לבין עובד ובו-

- (א) הסכמת העובד להסדר לפי אישור זה בנוסח המפרט את תשלומי המעביד ואת קרן הפנסיה וקופת הביטוח, לפי העניין; בחוזה האמור יכלול גם נוסחו של אישור זה;
- (ב) יתור המעביד מראש על כל זכות שיכולה להיות לו להחזיר כסמים מתוך תשלומיו, אלא אם כן נשללה זכות העובד לפיצויי פיטורים בפסק דין מכוח סעיפים 16 או 17 לחוק ובמידה שנשללה או שהעובד משך כספים מקרן הפנסיה או מקופת הביטוח שלא בשל אירוע מכה; לעניין זה. "אירוע מכה" – טווח, נכות או פרישה בגיל ששישים או יותר.
- (3) אין באישור זה כדי לגרוע ממוכחו של עובד לפיצוי פיטורים לפי החוק, הסכם קיבוצי, צו הרחבה או חוזה עבודה, בגין שכר שמעבר לשכר המופטר.

ט"ו בסיון התשנ"ח (9 ביוני 1998)

(חמ 3-327)

אליהו ישי שר העבודה והרווחה

ס' התשנ"ח, עמ' 136

2 ק"מ התכ"ז, עמ' 1362



Exhibit D - English Summary of Exhibit C¹

GENERAL APPROVAL REGARDING PAYMENTS BY EMPLOYERS TO A PENSION FUND AND INSURANCE FUND IN LIEU OF SEVERANCE PAY

By virtue of my power under section 14 of the Severance Pay Law, 1963 (hereinafter: the "**Law**"), I certify that payments made by an employer commencing from the date of the publication of this approval on behalf of his employees to a comprehensive pension benefit fund that is not an insurance fund within the meaning thereof in the Income Tax (Rules for the Approval and Conduct of Benefit Funds) Regulations, 1964 (hereinafter: the "**Pension Fund**") or to managers insurance including the possibility of an insurance pension fund or a combination of payments to an annuity fund and to a non-annuity fund (hereinafter: the "**Insurance Fund**"), including payments made by him by a combination of payments to a Pension Fund and an Insurance Fund, whether or not the Insurance Fund has an annuity fund (hereinafter: the "**Employer's Payments**"), shall be made in lieu of the severance pay due to the said employee in respect of the salary from which the said payments were made and for the period they were paid (hereinafter: the "**Exempt Salary**"), provided that all the following conditions are fulfilled:

1. The Employer's Payments -

- 1.1. To the Pension Fund are not less than $14\frac{1}{3}\%$ of the Exempt Salary or 12% of the Exempt Salary if the employer pays for his employee in addition thereto additional payments to supplement severance pay to a benefit fund for severance pay or to an Insurance Fund in the employee's name in an amount of $2\frac{1}{3}\%$ of the Exempt Salary. In the event that the employer has not paid an addition to the said 12%, his payments shall be only in lieu of 72% of the employee's severance pay;
- 1.2. To the Insurance Fund are not less than one of the following:
 - 1.2.1. $13\frac{1}{3}\%$ of the Exempt Salary, if the employer pays for his employee in addition thereto also payments to secure monthly income in the event of disability, in a plan approved by the Commissioner of the Capital Market, Insurance and Savings Department of the Ministry of Finance, in an amount required to secure at least 75% of the Exempt Salary or in an amount of $2\frac{1}{2}\%$ of the Exempt Salary, the lower of the two (hereinafter: "**Disability Insurance**"); or
 - 1.2.2. 11% of the Exempt Salary, if the employer paid, in addition, a payment to the Disability Insurance, and in such case the Employer's Payments shall only replace 72% of the Employee's severance pay; In the event that the employer has paid, in addition to the foregoing payments to supplement severance pay, to a benefit fund for severance pay or to an Insurance Fund in the employee's name in an amount of $2\frac{1}{3}\%$ of the Exempt Salary, the Employer's Payments shall replace 100% of the employee's severance pay.

2. No later than three months from the commencement of the Employer's Payments, a written agreement is executed between the employer and the employee in which:

- 2.1. The employee has agreed to the arrangement pursuant to this approval in a text specifying the Employer's Payments, the Pension Fund and Insurance Fund, as the case may be; the said agreement shall also include the text of this approval; and
- 2.2. The employer waives in advance any right, which he may have to a refund of monies from his payments, unless the employee's right to severance pay has been revoked by a judgment by virtue of Section 16 and 17 of the Law, and to the extent so revoked and/or the employee has withdrawn monies from the Pension Fund or Insurance Fund other than by reason of an entitling event; in such regard "Entitling Event" means death, disability or retirement after the age of 60.

3. This approval is not such as to derogate from the employee's right to severance pay pursuant to any law, collective agreement extension order or employment agreement, in respect of salary over and above the Exempt Salary.

¹ This is not an official translation of Exhibit C and should not be relied upon for its accuracy. In any event, Exhibit C prevails.



EXHIBIT E

COMPANY COMPUTER POLICY CONSENT

Kaltura Ltd. (the "**Company**") has a policy regarding the use of the Company's computer systems (the "**Company's Computers Policy**"), as follows:

1. The Company has provided you, for the purpose of the performance of your duties, various types of computer related devices, including a computer, hardware, software, Company e-mail account, phone etc. (the "**Computer Devices**"). The Computer Devices are the exclusive property of the Company, and in order to protect the Computer Devices, you are hereby required to adhere to the following instructions:

1.1 Hardware- it is prohibited to install hardware on, and/or to, Computer Devices without the prior authorization of your manager or the Company's computer systems team. In this regard, it is prohibited to connect to a Computer Device an external hard - drive, disk on key (also known as memory stick and/or flash memory), camera, cell phone or any other type of hardware without the prior authorization of your manager or the Company's computer systems team.

1.2 Software- it is prohibited to install software on Computer Devices without the prior authorization of your manager or the Company's computer systems team. In this regard, it is prohibited to install software which enables processing of photos, games, chat programs, toolbars or any other type of software.

1.3 Files- it is prohibited to save on Computer Devices any files, photos or videos that are not related to the Company; unless, all such files, photos or videos shall be saved under one folder labeled as "Private 11 located at the root directory of the computer. The attention of the Employee's attention is particularly drawn to potential issues of intellectual property rights that may arise from such saving of files.

1.4 If any of the above instructions is not clear or if you have a question regarding the use of Computer Devices, please contact your manager or Company's computer systems team.

2. Notwithstanding the above, the Company is aware that you may be required to make use of Computer Devices for your own private needs. Such private use of the Computer Devices is allowed subject to the following instructions:

2.1 The Company's e-mail account which was assigned to you is provided to you only for the purpose of work related use. You are not allowed to use the Company's e-mail account, which was assigned to you, for private purposes which are not related to the Company's activities, such prohibited private use of your e-mail account includes correspondence with friends and family.

2.2 In the event you wish to send private e-mails during work hours and/or while at Company's offices, you can do so through your private external web based e-mail account (Gmail, Hotmail etc.). As said, it is prohibited to save to Computer Devices any files received by you through your external web based e-mail account.

2.3 You may access the internet for your own private use provided that such access is done for a reasonable period of time, without such access having a negative effect on your performance, in accordance with the Company's Computers Policy.

3. In order to maintain the security of the Computer Devices and the protection of the Company's legitimate interests, the Company is using various monitoring technologies, as well as blocking technologies, in the scope detailed in the Computer Policy. These technologies enable the Company to monitor and review content and information which is present on Computer Devices or exchanged through Computer Devices, including through the Company's e-mail account assigned to Company's employees.

4. Said monitoring is not intended to infringe your privacy, and as a general rule the Company is not interested in reviewing correspondence which is exchanged through the Company's e-mail account assigned to you. However, the Company may review professional correspondence and will act within the boundaries of applicable law, and when circumstances so require, necessitate and obligate, in order to protect the Company's legitimate interests.

5. In the event that private correspondence exists in the Computer Devices and/or the Company e-mail account assigned to you, this, despite the clear instructions detailed hereinabove, the Company may review such correspondence, if special and unique circumstances exist in which there is a serious suspicion that you are carrying out harmful or illegal activity through Computer Devices, and subject to your consent.

As a sign of your consent to the Computer Policy and the foregoing instructions, you are required to sign below.

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EMPLOYEE ACKNOWLEDGEMENT AND CONSENT

I, the undersigned, hereby acknowledge and approve that I have read all the above mentioned, received any and all clarifications which I required, and agree to it.

Yaron Garmazi

####

/s/ Yaron Garmazi

June 18, 2017

Name

ID number

Signature

Date

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ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (this "**Addendum**") is made and entered into this 27 day of September 2018 by and between Kaltura Ltd., (the "**Company**"), and Yaron Garmazi (the "**Employee**"). Company and Employee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Parties entered into an Employment Agreement dated 18 June 2017 (the "**Employment Agreement**");

WHEREAS, the Parties wish to amend or add certain terms and provisions to the Employment Agreement as detailed below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, the Parties agree as follows:

Capitalized terms used but not defined herein have the meanings assigned to them in the Employment Agreement.

1. Salary

- a. Effective from 1 July 2018 the amounts contributed by the Company to the Employee's Education Fund will not be subject to the limit recognized by the Income Tax Authority.
- b. It is explicitly acknowledged and agreed that the Monthly Salary includes mandatory travel expenses in accordance with applicable law and Employee shall not be entitled to receive any additional reimbursement of travel expenses.

2. Bonus

- a. The applicable Bonus for the 2018 calendar year and any subsequent calendar years shall be as follows:
 - i. The maximum Annual Bonus shall be 420,000 NIS (gross).
 - ii. The maximum Annual Additional Stretch Bonus shall be 121,333 NIS (gross)
- b. Employee's entitlement to the Annual Bonus and Additional Stretch Bonus shall be determined, for each calendar year, on the basis of Employee's (and the Company's) attainment of certain goals and objectives defined by the Company. The goals and objectives for calendar year 2018 are set forth in Exhibit 4 to the Kaltura, Inc. board resolution of 14 August 2018 (the "**Qualifying Objectives**").
- c. During September to December 2018 the Company will pay the Employee a monthly amount of 10,000 NIS (gross) ("**Monthly Bonus Amount**") (i.e., the equivalent of 50% of the pro-rated annual bonus in effect prior to the execution of this Addendum) on account of the Annual Bonus (section 2.a.i above).
- d. As of January 2019 the Employee's Monthly Bonus Amount shall be 24,500 NIS (gross) (1.e., the equivalent of 70% of the pro-rated Annual Bonus).
- e. At the end of Q2 of each calendar year, and again at the end of the calendar year, Company will assess attainment of the Qualifying Objectives, and will calculate Employee's entitlement to the Bonus (or any portion thereof). In the event that Annual Bonus and Annual Additional Stretch Bonus attainment amounts exceed the aggregate Monthly Bonus Amounts paid during the applicable calendar year, then the Employee shall be entitled to receive the balance, which will be paid in September (based on attainment calculated as of the end of Q2) and March of the subsequent calendar year (for attainment calculated as of the end of the applicable calendar year), respectively. In the event that the applicable Annual Bonus and Annual Additional Stretch Bonus attainment amounts are lower than the aggregate Bonus amounts paid during the applicable calendar year, then such shortfall amount will be taken into account and deducted from Employee's future Bonus payments. For the avoidance of doubt, for the 2018 calendar year, the difference between the Monthly Bonus Amounts paid in 2018 (inclusive of any monthly amounts paid prior to the effective date of this Addendum) and the Annual Bonus and Annual Additional Stretch Bonus attainment calculated at the end of the calendar year shall be paid by the end of March 2019.



KALTURA

- f. As of January 2018, Bonus payments shall not be taken into account in the calculation of any employment related payments or social benefits.
 - g. As of January 2018, all contributions made by Company to Employee's insurances or funds, derived from the Bonus payments, will be deemed excess payments on account of the Employee's Bonus, and shall be deducted from calendar year 2018's Annual Bonus as calculated and paid to the Employee in accordance with section 2e. above.
3. Except as expressly set forth herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and each Party hereto agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date set forth above.

THE COMPANY

By: /s/ Sigal Srur

Name: Sigal Srur

Title: SVP HR

Date: 18.10.18

THE EMPLOYEE

By: /s/ Yaron Garmazi

Name: Yaron Garmazi

Title: CFO

Date: 20.10.18

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ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (this "**Addendum**") is made and entered into this 30 day of December 2019 by and between Kaltura Ltd., (the "**Company**"), and Yaron Garmazi (the "**Employee**"). Company and Employee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, the Parties entered into an Employment Agreement dated 18 June 2017 as was amended from time to time (collectively, the "**Employment Agreement**");

WHEREAS, the Parties wish to amend or add certain terms and provisions to the Employment Agreement as detailed below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, the Parties agree as follows:

Capitalized terms used but not defined herein have the meanings assigned to them in the Employment Agreement.

1. Salary
 - a. Effective from 1 January 2020 (the "**Salary Increase Date**") Employee's Monthly Salary shall be as follows:
 - i. Base Salary shall be NIS 64,465 (gross)
 - ii. Global Overtime Pay shall be NIS 16,116(gross)
 - iii. Monthly Salary (Base + Global Overtime Pay) shall be NIS 80,581(gross)
2. Bonus
 - a. The applicable Bonus for the 2020 calendar year shall be as follows:
 - i. The maximum Annual Bonus shall be 483,488NIS (gross).
 - ii. The maximum Annual Additional Stretch Bonus shall be 139,674NIS (gross)
 - b. Employee's entitlement to the Annual Bonus and Additional Stretch Bonus shall be determined, for each calendar year, on the basic of Employee's (and the Company's) attainment of certain goals and objectives defined by the Company. The goals and objectives for calendar year 2020 will be set by the Compensation Committee that will be held on February 2020 ("Qualifying Objectives").
 - c. As of January 2020, the Employee's Monthly Bonus Amount shall be 28,203NIS (gross) (i.e., the equivalent of 70% of the pro-rated Annual Bonus).
3. Except as expressly set forth herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and each Party hereto agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date set forth above.

THE COMPANY

THE EMPLOYEE

By: /s/ Sigal S

By: /s/ Yaron Garmazi

Name: Sigal S

Name: Yaron Garmazi

Title: CHRO

Title: cfo

Date: December 30, 2019

Date: January 9, 2020

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ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (this "**Addendum**") is made and entered into this 4 day of March 2021 by and between Kaltura Ltd., (the "**Company**"), and Yaron Garmazi (the "**Employee**"). The Company and the Employee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Parties entered into an Employment Agreement dated 18 June 2017 (as subsequently amended, the "**Employment Agreement**");

WHEREAS, the Parties wish to amend or add certain terms and provisions to the Employment Agreement as detailed below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, the Parties agree as follows:

Capitalized terms used but not defined herein have the meanings assigned to them in the Employment Agreement.

1. Salary
 - a. Effective from 1 January 2021, the Employee's Monthly Salary shall be as follows:
 - i. Base Salary shall be NIS 72,000 (gross)
 - ii. Global Overtime Pay shall be NIS 18,000 (gross)
 - iii. Monthly Salary (Base + Global Overtime Pay) shall be NIS 90,000 (gross)
2. Bonus
 - a. The applicable Bonus for the 2021 calendar year shall be as follows:
 - i. The maximum Annual Bonus shall be NIS 810,000 (gross).
 - ii. The maximum Annual Additional Stretch Bonus shall be NIS 303,750 (gross)
 - b. The Employee's entitlement to the Annual Bonus and Additional Stretch Bonus shall be determined, for each calendar year, on the basis of the attainment of certain financial and operational metrics set by Kaltura, Inc.'s board of directors.
 - c. As of January 2021, the Employee's Monthly Bonus Amount shall be NIS 47,250 (gross) (i.e., the equivalent of 70% of the pro-rated Annual Bonus) on account of the Annual Bonus (section 2.a.i above).
3. Section 8.1 (Company Car) is hereby stricken in its entirety from the Employment Agreement.
4. Except as expressly set forth herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and each Party hereto agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date set forth above.

THE COMPANY

By: /s/ S. Srur
Name: Sigal S
Title: CHRO
Date: March 7, 2021

THE EMPLOYEE

By: /s/ Yaron Garmazi
Name: Yaron Garmazi
Title: cfo
Date: March 7, 2021

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ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (this “**Addendum**”) is made and entered into this 30th day of March 2022 by and between Kaltura Ltd., (the “**Company**”), and Yaron Garmazi (the “**Employee**”). The Company and the Employee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Parties entered into an Employment Agreement dated 18 June 2017 (as subsequently amended, the “**Employment Agreement**”);

WHEREAS, the Parties wish to amend or add certain terms and provisions to the Employment Agreement as detailed below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, the Parties agree as follows:

Capitalized terms used but not defined herein have the meanings assigned to them in the Employment Agreement.

1. Salary
 - a. Effective from 1 April 2022, the Employee’s Monthly Salary shall be as follows:
 - i. Base Salary shall be NIS 82,800 (gross)
 - ii. Global Overtime Pay shall be NIS 20,700 (gross)
 - iii. Monthly Salary (Base + Global Overtime Pay) shall be NIS 103,500 (gross)
2. Bonus
 - a. The applicable Bonus for the 2022 calendar year shall be as follows:
 - i. The maximum Annual Bonus shall be NIS 931,500 (gross).
 - ii. The maximum Annual Additional Stretch Bonus shall be NIS 349,313 (gross)
 - b. The Employee’s entitlement to the Annual Bonus and Additional Stretch Bonus shall be determined, for each calendar year, on the basis of the attainment of certain financial and operational metrics set by Kaltura, Inc.’s board of directors or its compensation committee.
 - c. As of January 2022, the Employee’s Monthly Bonus Amount shall be NIS 54,338 (gross) (i.e., the equivalent of 70% of the pro-rated Annual Bonus) on account of the Annual Bonus (section 2.a.i above).

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3. Except as expressly set forth herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and each Party hereto agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date set forth above.

THE COMPANY

THE EMPLOYEE

By: /s/ Ron Yekutiel

By: /s/ Yaron Garmazi

Name: Ron Yekutiel

Name: Yaron Garmazi

Title: CEO

Title: CFO

Date: April 3, 2022

Date: March 31, 2022

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of the 1st day of January, 2007, by and between Kaltura, Ltd., a company organized under the laws of the State of Israel, registered under number 51-294781-3, with offices at 2 Hanoter Street, Israel (the "Company") and Michal Tsur-Shalev Israel Identity Number #####, residing at #####, Israel (the "Executive").

WHEREAS, the Company desires to employ the Executive as the President and COO of the Company and the Executive desires to serve as the President and COO of the Company and to engage in such employment, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the respective agreements of the parties contained herein, the parties agree as follows:

1. Employment.

(a) The Company agrees to employ the Executive as the President and COO of the Company and the Executive agrees to be employed by the Company as its President and COO on the terms and conditions hereinafter set forth.

(b) The Executive's duties and responsibilities shall include but not be limited to those duties and responsibilities customarily performed by a President and COO. The Executive shall be under the direct supervision of and comply with the directives of the Board of Directors of the Company or such officer of the Company as may be appointed by the Board of Directors of the Company from time to time (the "Board").

(c) Excluding periods of vacation, sick leave and military reserve service to which the Executive is entitled or required, the Executive agrees to devote total attention and full time to the business and affairs of the Company and its subsidiaries as required to discharge the responsibilities assigned to the Executive hereunder. During the term of this Agreement, the Executive shall not be engaged in any other employment nor engage actively in any other business activities or in any other activities which may hinder his performance hereunder, with or without compensation, for any other person, firm or company without the prior written consent of the Company.

(d) The Executive's duties shall be in the nature of management duties that demand a special level of loyalty and accordingly the Law of Work Hours and Rest 5711 - 1951 shall not apply to this Agreement. The parties hereto confirm that this is a personal services contract and that the relationship between the parties hereto shall not be subject to any general or special collective employment agreement or any custom or practice of the Company in respect of any of its other employees or contractors.

2. Base Salary.

(a) The Company agrees to pay or cause to be paid to the Executive during the term of this Agreement a gross salary equal to the greater of (1) 25,000 NIS and (2) the NIS equivalent of \$6,000 per month (the "Base Salary"). The Base Salary shall be payable monthly in arrears, on the first day of each month. The NIS equivalent shall be calculated according to the representative rate of exchange published by the Bank of Israel of the final day of the month with respect to which the Base Salary is paid. It is agreed that you shall be entitled to the Base Salary only upon the closing of a round of financing equal to, or greater of \$500,000 by Kaltura, Inc (the 100% owner of Kaltura Ltd.). There shall be no accrual up until such date.

(b) The Base Salary specified in Section 2(a) includes remuneration for working overtime and on days of rest, and the Executive shall not be entitled to any further remuneration or payment whatsoever other than the Base Salary and/or benefits, unless expressly specified in this Agreement. The Executive acknowledges that the Base Salary to which he is entitled pursuant to this Agreement constitutes due consideration for him working overtime and on days rest.

(c) All amounts payable hereunder shall be reviewed annually by the Board of Directors of the Company.

3. Executive Benefits.

(a) The Executive shall be entitled to the following benefits:

(i) Sick Leave. The Executive shall be entitled to fully paid sick leave pursuant to the Sick Pay Law 5736 - 1976.

(ii) Vacation. The Executive shall be entitled to an annual vacation of twenty (20) working days per year. A "working day" shall mean Sunday to Thursday inclusive. Up to one year's equivalent of vacation days may be accumulated and may, at the Executive's option, upon thirty (30) days written notice to the Company, be converted into cash payments in an amount equal to the proportionate part of the Base Salary for such days to the extent provided by law.

(iii) Manager's Insurance. The Company shall effect a Manager's Insurance Policy (the "Policy") in the name of the Executive, and shall pay a sum up to 15.83% of the Executive's Base Salary towards such Policy, of which 8.33% will be on account of severance pay and 5% on account of pension fund payments and up to a further 2.5% of the Executive's Base Salary on account of disability pension payments. The Company shall deduct 5% from the Executive's Base Salary to be paid on behalf of the Executive towards such Policy.

(iv) Further Education Fund Contributions. The Company shall pay a sum equal to 7.5% of the Executive's Base Salary and shall deduct 2.5% from the Executive's Base Salary to be paid on behalf of the Executive toward a further education fund. Use of these funds shall be in accordance with the by-laws of such fund.

(v) If the Executive makes use of a leased car (once the Company shall make such cars available), the cost of using it shall be deducted from the Salary..

(vi) The Executive shall be provided with a cellular telephone.

4. Expenses. The Executive shall be entitled to receive prompt reimbursement of all direct expenses reasonably incurred by him in connection with the performance of his duties hereunder; *provided, however*, that (a) such expenses are incurred in accordance with the Company's expense policy in effect at such time (the "Expense Policy"), (b) the Executive has submitted, in writing, in the proper format, an expense report for the same, together with written receipts, in accordance with the Expense Policy (each, an "Expense Report"). Executive hereby acknowledges that once reimbursement has been received for goods purchased by Executive on behalf of the Company, such goods shall become the sole property of the Company.

5. Term and Termination.

(a) The term of employment under this Agreement shall commence as of the date of this Agreement and will continue unless terminated under the following circumstances:

(i) Disability. The Company may terminate the Executive's employment after having established the Executive's disability. For purposes of this Agreement, "disability" means a physical or mental infirmity which impairs the Executive's ability to substantially perform his duties under this Agreement which continues for a period of at least ninety (90) consecutive days. Upon termination for disability, the Executive shall be entitled to severance pay required by law (subject to the provisions of Section 5(d) below).

(ii) Cause. The Company may terminate the Executive's employment for cause. For purposes of this Agreement, termination for "cause" shall mean and include: (i) conviction of any felony involving

moral turpitude or affecting the Company or its subsidiaries; (ii) any refusal to carry out a reasonable directive of the Board which involves the business of the Company or its subsidiaries and was capable of being lawfully performed; (iii) embezzlement of funds of the Company or its subsidiaries; (iv) ownership, direct or indirect, of an interest in a person or entity (other than a minority interest in a publicly traded company) in competition with the products or services of the Company or its subsidiaries, including those products or services contemplated in a plan adopted by the Board of Directors of the Company or its subsidiaries; (v) any breach of the Executive's fiduciary duties or duties of care to the Company (except for conduct taken in good faith); (vi) any material breach of this Agreement by the Executive. If the employment of the Executive is terminated for cause, then the Executive shall only be entitled to: (x) severance pay in the amount required by law, if required (subject to the provisions of Section 5(d) below); and (y) the portion of the Policy that was contributed by the Executive.

(iii) Without Cause. The Company may terminate the Executive's employment without cause provided that the Executive is given not less than ninety (90) days written notice. During such ninety (90) day period the Executive shall be entitled to compensation pursuant to Section 2. Upon termination without cause, the Executive shall be entitled to severance pay required by law (subject to the provisions of Section 5(d) below).

(iv) Termination by Executive. The Executive may terminate his employment with the Company upon sixty (60) days notice to the Company. During such sixty (60) day period the Executive shall be entitled to compensation pursuant to Section 2.

(b) Upon the termination of the Executive's employment with the Company, other than for cause (as defined in Section 5(a)(ii) above), the right to receive the Policy and the further education fund shall be automatically assigned to the Executive.

(c) During the period following notice of termination by any party for any reason, the Executive shall cooperate with the Company and use his best efforts to assist the integration into the Company's organization of the person or persons who will assume the Executive's responsibilities. At the option of the Company, the Executive shall during such period either continue with his duties or remain absent from the premises of the Company.

(d) In the event of any termination of his employment, whether or not for cause and whatever the reason, the Executive will promptly deliver to the Company or the Parent all documents, data, records and other information pertaining to his employment or any Proprietary Information (as defined below) or Company Intellectual Property (as defined below), and the Executive will not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to his employment or any Proprietary Information (as defined below) or Company Intellectual Property (as defined below).

6. Reserve Duty. The Executive shall continue to receive the salary provided for hereunder during periods of military reserve duty. The Executive hereby assigns and undertakes to pay to the Company any amounts received from the National Insurance Institute as compensation for such reserve duty service.

7. Non-disclosure and proprietary information agreement. The Executive shall sign the Company's standard Non-Disclosure and Proprietary Information Agreement.

8. Board and Shareholder Approval. The terms and conditions of this Agreement shall be subject to and contingent upon the approval by the Board of Directors of the Kaltura, Inc, the parent company of the Company.

9. Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or sent by registered mail, postage prepaid, addressed to the respective addresses set forth below or last given by each party to

the other, except that notice of change of address shall be effective only upon receipt. The initial addresses of the parties for purposes of this Agreement shall be as follows:

The Company:
Kaltura LTD
2 Hanoter Street, Tel-Aviv
Attn: CFO

The Executive:
####

7. Miscellaneous.

(a) No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

(b) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel, without giving effect to the rules respecting conflicts-of-law.

(c) The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

(d) This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made either party which are not expressly set forth in this Agreement.

(e) This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and the Company shall require such successor or assign to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. The term "successors and assigns" as used herein shall mean a corporation or other entity acquiring all or substantially all the assets and business of the Company (including this Agreement) whether by operation of law or otherwise.

(f) Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Executive, his beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal personal representative.

(g) The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and the Executive has executed this Agreement as of the day and year first above written.

Kaltura, Ltd.

The Executive

By: /s/ Eran Etam

Name: Eran Etam

Title: Vice President

By: /s/ Michal Tsur

Name: Michal Tsur

ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

This Addendum to Personal Employment Agreement (the "Addendum") is made this 28 day of May 2015, by and between Michal Tsur, Israeli I.D. no. ##### ("Employee"), and **Kaltura Ltd.**, Company Number 5- 1391737-7, an Israeli company (the "Company").

WITNESSETH:

WHEREAS, the Company and the Employee entered into an Employment Agreement dated April I, 2008, as was amended from time to time (the "**Employment Agreement**"); and

WHEREAS, the Company and Employee wish to confirm in writing the reinstatement of the Employment Agreement dated April 1, 2008, attached hereto as Appendix 1, effective as of January 1, 2014;

WHEREAS, the parties wish to amend certain terms and provisions in the Employment Agreement as detailed below;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Company and Employee hereby agree and confirm that, effective as of January 1, 2014, the Employment Agreement (including all of its terms and conditions) was reinstated by parties and such Employment Agreement became effective and in full force and effect as of such date.
2. It is hereby agreed that effective from January 1, 2014 (the "**Effective Date**"), the following terms and provisions shall apply to the relations between the Company and the Employee, replacing, supplementing or changing existing terms in the Employment Agreement, as detailed below:

Salary.

- a. Base Salary shall be NIS 38,622 (gross).
- b. Global Overtime Pay shall be NIS 9,655 (gross).
- c. Monthly Salary (Base+ Global Overtime Pay) shall be NIS 48,277 (gross).

Pension Plan and Severance Pay.

- d. The Company and the Employee will obtain and maintain Managers' Insurance or a pension fund according to the Employee's choice (**the "Pension Insurance"**). The contributions to the Pension Insurance shall be as follows:
 - (1) In the event that the Pension Insurance is Managers Insurance: (i) the Company shall contribute an amount equal to thirteen and one third percent (13.33%) of the Monthly Salary payment (out of which eight and one third percent (8.33%) are designated for severance payments and five percent (5%) are designated for premium payments - "**Company Contribution**") and the Employee shall contribute five percent (5%) of the Monthly Salary payment ("**Employee's Contribution**") toward the premiums payable in respect of such insurance (the "Pension Insurance Policy"); and (ii) the Company shall obtain separate Disability Insurance ("Ovdan Kosher Avoda"), which may be included within the Managers Insurance Policy, for the exclusive benefit of the Employee and shall contribute therefore an amount that is the lower of (i) two and a half percent (2.5%) of the Monthly Salary; or (ii) such amount required to enable the disability insurance payments of at least 75% of the Monthly Salary.
 - (2) In the event that the Pension Insurance is a Pension Fund: the Company shall contribute an amount equal to fourteen and one third percent (14.33%) of the Monthly Salary payment (out of which eight and one third percent (8.33%) are designated for severance payments and six percent (6%) are designated for premium payments - "**Company Contribution**") and the Employee shall contribute five and a half percent (5.5%) of the Monthly Salary payment ("Employee's Contribution") toward the premiums payable in respect of such fund (the "**Pension Insurance Policy**").

e. It is hereby agreed that the terms of Section 14 to the Severance Pay Law shall not apply to the Employee. Accordingly, upon termination of employment, the following shall apply:

- (1) If the Employee's employment is terminated due to the Employee's decision to resign from his employment by the Company, then, with respect to severance pay, Employee shall be entitled to the release of all the funds that were accumulated in the Pension Insurance, including the funds that were accumulated in the severance pay portion of the Pension Insurance. It is clarified that Employee shall not be entitled to any other amount or payment with respect to severance pay, other than the release of the funds in the Pension Insurance.
- (2) If the Employee's employment is terminated due to the Company's decision to terminate the Employee's employment, then, with respect to severance pay, Employee shall be entitled to full severance pay, i.e., one Monthly Salary (at the rate of the day of termination) multiplied by the number of years of employment ("**Full Severance Pay**").

The Full Severance Pay payment shall be comprised of two amounts: (a) the amount accumulated in the severance pay portion of the Pension Insurance; and (b) the necessary cash supplemental payment that is required to be added to the amount in the severance pay portion of the Pension Insurance, so that the total amount paid shall equal to the Full Severance Pay.

- (3) All above stipulations with respect to payment of severance pay shall be subject to the exceptions under sections 16 and/or Section 17 of the Severance Pay Law.

Bonus

f. **Performance-based Compensation** - Subject to Employee's continued employment by the Company, Employee will be eligible to be considered for additional performance-based compensation, based on Employee's performance and attainment of goals and the performance of the Company, all in accordance with the terms and conditions of the performance compensation plan attached hereto as Exhibit A. The Employee reserves the right to update the performance compensation plan from time to time.

Linkage to US Dollar

g. Employee's Monthly Salary and Performance based Compensation ("MBO") under this Addendum is based on a US\$-NIS exchange rate of NIS 3.5 per one USD (the "**Base Rate**"). The actual Monthly Salary and MBO shall be linked to the US Dollar, so that it will maintain the same value in US Dollars per the Base Rate, as defined above.

Reimbursement of Travel Expenses

h. Employee shall be entitled to a monthly payment with respect to Company's participation in the Employee's travel costs, as required under applicable law, in the amount of NIS 246 (gross).

3. Except as specifically modified in Section 2 to this Addendum, the provisions, terms, conditions and definitions in the Employment Agreement, as amended, shall remain unchanged, and no other change shall apply to any of the Employee's other employment related rights.
4. This Addendum shall be deemed an integral part of the Employment Agreement. In any event of inconsistency between the terms of the Employment Agreement and the terms of this Addendum, the terms of this Addendum shall prevail.
5. This Addendum shall be in lieu of the notification regarding change in employment terms that is required under the **Notice of Employment Terms Law, 2002**.

In witness thereof, the Parties have signed this Addendum:

Kaltura Ltd.

Michal Tsur

/s/ Naama Halevi

/s/ Michal Tsur

By

By

Naama Halevi

28/5/15

Name

Date

CFO

Title

Date

Exhibit A

Performance Based Compensation

Employee shall be entitled to MBO incentive payments, under the following terms (the "**Bonus**");

- (1) Maximum Bonus payment per calendar month shall be NIS 48,277 (gross). In any event, and regardless of Employee's actual achievements, Bonus payment shall not exceed the abovementioned limit.
- (2) Employee's entitlement to the Bonus amount with respect to each calendar quarter shall be subject to the achievement and attainment of the goals and objectives set forth in the table attached hereto (the "**Qualifying Objectives**" and "**Bonus Table**", respectively).
- (3) During each calendar month of each calendar year, the Company shall pay Employee a monthly amount as further detailed in the Bonus Table attached hereto (the "**Monthly Bonus Amount**"), which Monthly Bonus Amount shall be on account of the applicable Quarterly Bonus Amount (as such term is defined below).
- (4) With respect to each calendar quarter, the Company will assess the achievement and attainment of the Qualifying Objectives, and will calculate the entitlement to the Bonus payment for the applicable calendar quarter as detailed in Section 5 below (the "**Quarterly Bonus Amount**") in accordance with the formula set forth in the Bonus Table attached hereto.
- (5) The Quarterly Bonus Amounts shall be calculated by the end of the calendar month subsequent to the applicable quarter as follows:
 - a. the Quarterly Bonus Amount for Q1 will be calculated by the end of April of the applicable year,
 - b. the Quarterly Bonus Amount for Q2 will be calculated by the end of July of the applicable year,
 - c. the Quarterly Bonus Amount for Q3 will be calculated by the end of October of the applicable year, and
 - d. the Quarterly Bonus Amount for Q4 will be calculated by the end of January of the subsequent calendar year
- (6) It is clarified that the Company shall have exclusive discretion in determining whether or not any Bonus payment shall be paid to the Employee.
- (7) In the event that the applicable Quarterly Bonus Amount exceeds the aggregate Monthly Bonus Amounts paid during such applicable calendar quarter, then the Consulting Company shall be entitled to receive such balance of the Quarterly Bonus Amount, which will be paid to you in the subsequent month. In the event that the applicable Quarterly Bonus Amount is lower than the aggregate Monthly Bonus Amounts paid during such applicable quarter, then such shortfall amount will be taken into account and deducted from the Quarterly Bonus Amount payable in the subsequent quarter.
- (8) Although the Bonus is conditional and discretionary, and thus, the Company is not legally required to take it into account in the calculation of any of the Employee's employment related payments or benefits, it is agreed that the Company and the Employee will make allocations to the Employee's pension plan also with respect to the Bonus.
- (9) All Bonus payments shall be subject to all mandatory deductions, and shall be deemed to be quoted in gross figures.

Appendix 1 - Agreement dated April 1, 2008

ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (this “**Addendum**”) is made and entered into this 18 day of March 2018 by and between Kaltura Ltd., (the “**Company**”), and Michal Tsur (the “**Employee**”). Company and Employee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Parties entered into an Employment Agreement dated 1 April 2008 as was amended from time to time (the “**Employment Agreement**”);

WHEREAS, the Parties wish to amend or add certain terms and provisions to the Employment Agreement as detailed below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, the Parties agree as follows:

Capitalized terms used but not defined herein have the meanings assigned to them in the Employment Agreement.

1. Salary

- a. Effective from 1 July 2018 (the “**Salary Increase Date**”) Employee’s Monthly Salary shall be as follows:
 - i. Base Salary shall be NIS 49,771 (gross)
 - ii. Global Overtime Pay shall be NIS 12,443 (gross)
 - iii. Monthly Salary (Base + Global Overtime Pay) shall be NIS 62,214 (gross)
- b. The Monthly Salary from the Salary Increase Date to 31 December 2018 shall be paid as follows: (a) an amount equal to the Monthly Salary prior to the Salary Increase Date shall be payable at the end of each calendar month; and (b) the difference between the Monthly Salary payable prior to the Salary Increase Date and the Monthly Salary payable after the Salary Increase Date will be paid to the Employee in January 2019’s salary payment. Beginning January 1, 2019, the full Monthly Salary will be payable at the end of each calendar month.
- c. For the avoidance of doubt, the amounts contributed by the Company to the Employee’s Education Fund will not be subject to the limit recognized by the Income Tax Authority.
- d. It is explicitly acknowledged and agreed that the Monthly Salary includes mandatory travel expenses in accordance with applicable law and Employee shall not be entitled to receive any additional reimbursement of travel expenses.
- e. The paragraph directly under the heading “**Linkage to US Dollar**” is hereby stricken from the Employment Agreement.

2. Bonus

- a. The applicable Bonus for the 2018 calendar year and any subsequent calendar years shall be as follows:
 - i. The maximum Annual Bonus shall be 559,924 NIS (gross).

- ii. The maximum Annual Additional Stretch Bonus shall be 161,756 NIS (gross)
 - b. Employee's entitlement to the Annual Bonus and Additional Stretch Bonus shall be determined, for each calendar year, on the basis of Employee's (and the Company's) attainment of certain goals and objectives defined by the Company. The goals and objectives for calendar year 2018 are set forth in Exhibit 4 to the Kaltura, Inc. board resolution of 14 August 2018 (the "**Qualifying Objectives**").
 - c. During September to December 2018 the Company will pay the Employee a monthly amount of 21,500NIS (gross) ("**Monthly Bonus Amount**") (i.e., the equivalent of 50% of the pro-rated annual bonus in effect prior to the execution of this Addendum, section "2.f" is applicable for these payments) on account of the Annual Bonus (section 2.a.i above).
 - d. As of January 2019 the Employee's Monthly Bonus Amount shall be 32,662 NIS (gross) (i.e., the equivalent of 70% of the pro-rated Annual Bonus).
 - e. At the end of Q2 of each calendar year, and again at the end of the calendar year, Company will assess attainment of the Qualifying Objectives, and will calculate Employee's entitlement to the Bonus (or any portion thereof). In the event that Annual Bonus and Annual Additional Stretch Bonus attainment amounts exceed the aggregate Monthly Bonus Amounts paid during the applicable calendar year, then the Employee shall be entitled to receive the balance, which will be paid in September (based on attainment calculated as of the end of Q2) and March of the subsequent calendar year (for attainment calculated as of the end of the applicable calendar year), respectively. In the event that the applicable Annual Bonus and Annual Additional Stretch Bonus attainment amounts are lower than the aggregate Bonus amounts paid during the applicable calendar year, then such shortfall amount will be taken into account and deducted from Employee's future Bonus payments. For the avoidance of doubt, for the 2018 calendar year, the difference between the Monthly Bonus Amounts paid in 2018 (inclusive of any monthly amounts paid prior to the effective date of this Addendum) and the Annual Bonus and Annual Additional Stretch Bonus attainment calculated at the end of the calendar year shall be paid by the end of March 2019.
 - f. As of January 2018, Bonus payments shall not be taken into account in the calculation of any employment related payments or social benefits.
 - g. As of January 2018, all contributions made by Company to Employee's insurances or funds, derived from the Bonus payments, will be deemed excess payments on account of the Employee's Bonus, and shall be deducted from calendar year 2018's Annual Bonus as calculated and paid to the Employee in accordance with section 2e. above.
3. Except as expressly set forth herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and each Party hereto agrees to be bound by the terms thereof.

THE COMPANY

By: /s/ Sigal Srur

Name: Sigal Srur

Title: SVP hr

Date: March 18, 2019

THE EMPLOYEE

By: /s/ Michal Tsur

Name: Michal Tsur

Title: President

Date: March 19, 2019

ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (this “**Addendum**”) is made and entered into this 30 day of December 2019 by and between Kaltura Ltd., (the “**Company**”), and Michal Tsur (the “**Employee**”). Company and Employee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Parties entered into an Employment Agreement dated 1 April 2008 as was amended from time to time (collectively, the “**Employment Agreement**”);

WHEREAS, the Parties wish to amend or add certain terms and provisions to the Employment Agreement as detailed below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, the Parties agree as follows:

Capitalized terms used but not defined herein have the meanings assigned to them in the Employment Agreement.

1. Salary

- a. Effective from 1 January 2020 (the “**Salary Increase Date**”) Employee’s Monthly Salary shall be as follows:
 - i. Base Salary shall be NIS 57,295 (gross)
 - ii. Global Overtime Pay shall be NIS 14,323 (gross)
 - iii. Monthly Salary (Base + Global Overtime Pay) shall be NIS 71,618 (gross)

2. Bonus

- a. The applicable Bonus for the 2020 calendar year shall be as follows:
 - i. The maximum Annual Bonus shall be NIS 644,564 (gross).
 - ii. The maximum Annual Additional Stretch Bonus shall be NIS 186,207 (gross)
- b. Employee’s entitlement to the Annual Bonus and Additional Stretch Bonus shall be determined, for each calendar year, on the basis of Employee’s (and the Company’s) attainment of certain goals and objectives defined by the Company. The goals and objectives for calendar year 2020 will be set by the Compensation Committee that will be held on February 2020 (“Qualifying Objectives”).
- c. As of January 2020, the Employee’s Monthly Bonus Amount shall be NIS 37,600 (gross) (i.e., the equivalent of 70% of the pro-rated Annual Bonus) on account of the Annual Bonus (section 2.a.i above).

3. Except as expressly set forth herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and each Party hereto agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date set forth above.

THE COMPANY

By: /s/ Sigal S
Name: Sigal S
Title: CHRO
Date: December 30, 2019

THE EMPLOYEE

By: /s/ Michal Tsur
Name: Michal Tsur
Title: President
Date: March 3, 2020

ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (this “**Addendum**”) is made and entered into this 4 day of March 2021 by and between Kaltura Ltd., (the “**Company**”), and Michal Tsur (the “**Employee**”). The Company and the Employee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Parties entered into an Employment Agreement dated 1 January 2007 (as subsequently amended from time to time, the “**Employment Agreement**”);

WHEREAS, the Parties wish to amend or add certain terms and provisions to the Employment Agreement as detailed below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, the Parties agree as follows:

Capitalized terms used but not defined herein have the meanings assigned to them in the Employment Agreement.

1. Salary

- a. Effective from 1 January 2021 (the “**Salary Increase Date**”), the Employee’s Monthly Salary shall be as follows:
 - i. Base Salary shall be NIS 68,000 (gross)
 - ii. Global Overtime Pay shall be NIS 17,000 (gross)
 - iii. Monthly Salary (Base + Global Overtime Pay) shall be NIS 85,000 (gross)

2. Bonus

- a. The applicable Bonus for the 2021 calendar year shall be as follows:
 - i. The maximum Annual Bonus shall be NIS 765,000 (gross).
 - ii. The maximum Annual Additional Stretch Bonus shall be NIS 286,875 (gross)
- b. The Employee’s entitlement to the Annual Bonus and Additional Stretch Bonus shall be determined, for each calendar year, on the basis of the attainment of certain financial and operational metrics set by Kaltura Inc.’s board of directors.
- c. As of January 2021 the Employee’s Monthly Bonus Amount shall be NIS 44,625 (gross) (i.e., the equivalent of 70% of the pro-rated Annual Bonus) on account of the Annual Bonus (section 2.a.i above).

3. Pension Plan and Severance Pay

Section d of the Addendum to Personal Employment Agreement dated 28 May 2015 will be replaced with the following:

- a. In the event that the Pension Insurance is Managers Insurance: the Company shall contribute 14.833% of the Monthly Salary (of which 8.33% will go towards severance, at least 6.5% are designated for premium payments and an additional percentage will go towards disability insurance, at a rate necessary to insure 75% of the Monthly Salary - “**Company Contribution**”) and the Employee
-

shall contribute 6% of the Monthly Salary payment (“**Employee’s Contribution**”) toward the premiums payable in respect of such insurance (the “**Pension Insurance Policy**”).

- b. In the event that the Pension Insurance is a Pension Fund: The Company shall contribute 14.833% of the Monthly Salary (of which 8.33% will be towards severance - “**Company Contribution**”) and the Employee shall contribute 6% of the Monthly Salary payment (“**Employee’s Contribution**”) toward the premiums payable in respect of such fund (the “**Pension Insurance Policy**”).
- c. For clarity’s sake, the abovementioned contributions to the Employee’s Pension Insurance may be changed from time to time according to applicable law.

- 4. Except as expressly set forth herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and each Party hereto agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date set forth above.

THE COMPANY

THE EMPLOYEE

By: /s/ Sigal S

By: /s/ Michal Tsur

Name: Sigal S

Name: Michal Tsur

Title: CHRO

Title: President

Date: March 7, 2021

Date: March 11, 2021

ADDENDUM TO PERSONAL EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (this “**Addendum**”) is made and entered into this 30th day of March 2022 by and between Kaltura Ltd., (the “**Company**”), and Michal Tsur (the “**Employee**”). The Company and the Employee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Parties entered into an Employment Agreement dated 1 January 2007 (as subsequently amended from time to time, the “**Employment Agreement**”);

WHEREAS, the Parties wish to amend or add certain terms and provisions to the Employment Agreement as detailed below;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, the Parties agree as follows:

Capitalized terms used but not defined herein have the meanings assigned to them in the Employment Agreement.

1. Salary
 - a. Effective from 1 April 2022 (the “**Salary Increase Date**”), the Employee’s Monthly Salary shall be as follows:
 - i. Base Salary shall be NIS 74,800 (gross)
 - ii. Global Overtime Pay shall be NIS 18,700 (gross)
 - iii. Monthly Salary (Base + Global Overtime Pay) shall be NIS 93,500 (gross)
2. Bonus
 - a. The applicable Bonus for the 2022 calendar year shall be as follows:
 - i. The maximum Annual Bonus shall be NIS 841,500 (gross).
 - ii. The maximum Annual Additional Stretch Bonus shall be NIS 315,563 (gross)
 - b. The Employee’s entitlement to the Annual Bonus and Additional Stretch Bonus shall be determined, for each calendar year, on the basis of the attainment of certain financial and operational metrics set by Kaltura Inc.’s board of directors or its compensation committee.
 - c. As of January 1, 2022 the Employee’s Monthly Bonus Amount shall be NIS 49,088 (gross) (i.e., the equivalent of 70% of the pro-rated Annual Bonus) on account of the Annual Bonus (section 2.a.i above).

3. Except as expressly set forth herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and each Party hereto agrees to be bound by the terms thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date set forth above.

THE COMPANY

THE EMPLOYEE

By: /s/ Yaron Garmazi

By: /s/ Michal Tsur

Name: Yaron Garmazi

Name: Michal Tsur

Title: CFO

Title: President & CMO

Date: March 31, 2022

Date: April 3, 2022