

SOFTWARE LICENSE AND SERVICES AGREEMENT

NO. GX/LC-SL- _____

Made on 15 September 2023, by and between:

GALAXSYS LLC, a company incorporated under the laws of the Republic of Armenia under the registration number 286.110.1199673, with its legal address at 26 Amiryan street, 0002, Yerevan, Republic of Armenia (hereinafter "the Licensor"), and

Uno Digital Media B. V registration number 157147 and registered address at Johan Van Walbeeckplein 24, Willemstad, Curaçao (hereinafter "the Licensee")

Each individually also referred to as a "Party" and collectively as the "Parties".

WHEREAS

- the Licensor is a company involved in the design and development of Software, including skill-based games and fast games (hereinafter "the Games"), and offers a wide range of Games in the internet gaming industry;
- the Licensor licenses its Games to its partners which are integrated and delivered with a management platform that allows the partners to manage, configure and monitor their businesses;
- the Licensor possesses the right to grant licenses for the exploitation and use of the Games, developed by the Licensor and/or owned by the Licensor;
- the Licensee is a licensed operator in the gaming industry and wishes to acquire a non-exclusive license to exploit the Licensor's Software in the operation of its gaming business, as well as grant sub-licenses to its Clients;

NOW THEREFORE:

the Parties have entered into this Software License and Services Agreement (hereinafter "the Agreement") on the following:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement and the Preamble, the following words and expressions shall, unless the context required otherwise, have the following meaning.

"Affiliate" shall mean a third-party entity that controls a Party, is under the control of a Party or is under common control with a Party, while control implies direct or indirect ownership of over 50 percent of the shares of the entity;

"Agreement" shall mean this Software License and Services Agreement including any supplementary agreements and/or any other appendices, annexes, schedules or amendment as are adopted or may later be adopted by the Parties in accordance with the terms hereof;

"API" shall mean application programming interface of which, *inter alia*, a set of documented access and integration methods and routines via which the Licensed Software is created or via which the Licensed Software interacts with an external system. Such access and integration methods and routines may include, without limitation, authentication data, financial data, events, and network communications, programming languages and function calls and library routines, provided as part of the Software.

"Applicable Laws" means all laws and regulations of any jurisdiction in the Territory that are applicable to business operations of the Parties governed by this Agreement, to any of the Parties or to any activity of any of the Parties hereto.

“Business Day(s)” shall mean any day from 10am to 19pm GMT+4 other than weekends and public holidays.

“Client/s” shall mean third party operators contracted with the Licensee and granted sub-license to use and exploit the Licensed Software in the operation of their gaming business, in accordance with Section 2 of this Agreement

“Competent Authority” shall mean any governmental, judicial, regulatory, tax, and/or gambling authority (including any court) in any jurisdiction applicable to this Agreement and the Parties’ activities hereunder of which includes but is not limited to the Malta Gaming Authority, the United Kingdom Gambling Authority, and the Danish Gambling Authority;

“Confidential Information” means confidential and/or proprietary information of the other Party or its Affiliate, whether communicated orally or in writing, including, without limitation, information of the other Party concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, and operational information and the terms and conditions of this Agreement;

“Effective Date” means the date on which this Agreement has been signed by the Parties. If the Agreement has been signed at two different dates, the latter shall be considered to be the Effective Date.

“End Users” shall mean any person, which registers with and fully accepts the terms of the Licensee’s Website(s) and may access and/or use the Licensed Software and/or Services via the Licensee’s Website(s). For removal of doubt it is hereby agreed and declared by Licensee that it shall take all commercially reasonable efforts to ban and geo-block any and all End Users attempting to access the Licensed Software or Services from an IP address of one of the Excluded Territories.

“Excluded Territories” shall mean the following jurisdictions: Afghanistan, Antigua & Barbuda, Australia, Bahamas, Bahrain, Barbados, Botswana, Cambodia, China, Cuba, Cyprus, Egypt, France and its territories, Ghana, Guatemala, Haiti, Iran, Iraq, North Korea, Philippines, Singapore, Taiwan, US, Canada, Georgia, Bahamas, Denmark, Gibraltar, UK, Italy, Lithuania, Mongolia, Pakistan, Qatar, South Africa, Spain, Sudan, Sweden, UAE, Uganda, Yemen, Zimbabwe, as well as any other jurisdiction where the operation of on-line gaming business is strictly prohibited or Games and/or Licensor, Licensee or Clients do not have the relevant Gaming Approvals required by the Gaming Regulatory Authorities.

“Games” shall mean the skill games and fast games, developed and/or owned by the Licensor and or its Affiliates, as well as their respective updates, whose list may be updated from time to time, depending on the operations of the Licensor.

“GGR” means the total of all End Users’ bets received by the Clients and or Licensee, less the total winnings paid to End Users without any deductions.

“License Fees” shall mean as stipulated in Annex B.

“License Rights” shall mean as stipulated in Section 2 of this Agreement.

“Material Breach” shall mean any single or multiple breaches by a Party of its obligations hereunder, which the Party fails to cure within 30 (thirty) calendar days from the date of receiving a notice from the non-breaching Party or which breach – at the non-breaching Party’s reasonable assessment – is incapable of being cured, as well as any other breach of this Agreement that is explicitly mentioned as a Material Breach hereunder.

"Revenue" shall mean as defined in Annex B.

"Services" shall mean the services that the Licensor undertakes to provide under this Agreement, as specified under Annex C to the Agreement.

"Licensed Software" shall mean the Games, as well as any other products developed and/or owned by the Licensor or its Affiliates as further specified in Annex A to this Agreement.

"Term" shall have the meaning, defined under clause 11 of this Agreement.

"Territory" means the entire world excluding the Excluded Territories.

"Website(s)" shall mean websites operated and/or serviced by Licensee or any of Licensee's Clients.

- 1.2. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa, references to one gender shall refer to either gender and references to any person shall include corporate bodies (wherever incorporated), unincorporated associations, partnerships and statutory bodies, as well as any legal or natural person.
- 1.3. Clause, paragraph or section headings are inserted for ease of reference only and shall not affect construction.
- 1.4. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

2. LICENSE

- 2.1. During the Term and subject to payment by the Licensee of the License Fees, the Licensor hereby grants to the Licensee the non-exclusive, non-transferable, non-assignable license and right to use and exploit the Licensed Software. The Licensed Software shall be integrated into the Licensee's platform for use by the Licensee. Licensee shall have the right to grant sub-licenses to its Clients who will exploit the Licensed Software on their Websites for the purpose of:
 - (i) enabling its Clients and/or End Users who are present on the Territory or are nationals of the jurisdictions within the Territory to use the Licensed Software in the Territory, and
 - (ii) advertising, marketing and promoting the Licensed Software in the Territory.
- 2.2. The Licensee is entitled to sublicense the licensed rights to its Clients, subject each time to a prior written approval by the Licensor (which can be given by email and shall not be unreasonably withheld). Prior to granting any sublicense approval, the Licensor shall have the right to request the agreement between the Licensee and the Client, as well as any due diligence documents regarding the Client. For the avoidance of doubt, absence of necessary certificates and licenses for a given jurisdiction where the Client operates is considered as a reasonable ground for withholding the approval. Any sub-license rights granted by the Licensee shall further be subject to the following cumulative conditions:
 - (i) The Licensee is and will always be fully responsible (and fully accountable toward Licensor), and shall hold the Licensor harmless, for any act or omission by a Client that if committed by Licensee would have been a breach hereunder,
 - (ii) Any sub-license to a Client shall be pursuant to a written and fully executable agreement between the Licensee and the Client through which the Client undertakes, as applicable:

- a. the Client will comply with all applicable requirements imposed on Licensee as set out herein, *mutatis mutandis*; and
 - b. that the Client shall not have any right to further sub-license the Licensed Rights.
- 2.3. Nothing in this Agreement shall prohibit the Licensor from granting licenses with respect to the Licensed Software to any other third parties and/or operate the Licensed Software at its discretion. The Licensee shall not nor shall it permit others to use, copy, modify, decode, reverse engineer, disassemble, create derivative works from or alter the Licensed Software or any part thereof, in any way unless expressly determined otherwise under this Agreement or upon the Licensor's prior written consent.
- 2.4. The Licensed Software shall be blocked and not be used, marketed, promoted or target citizens at the Excluded Territories.
- 2.5. The Licensor reserves the right to block additional jurisdictions after giving the Licensee an advance notice of twenty (20) working days. The Licensee agrees and warrants that it and his Clients will not allow End Users located in any of such newly Excluded Territories from being able to access the Licensed Software. In the event of failing to do so, the Licensor is entitled to block access to the Licensed Software for the persons located in and citizens of Excluded Territories.
- 2.6. The Licensee will not be provided with the source code of the Licensed Software. The Licensee cannot perform reverse engineering, decompile, translate, restore or otherwise analyze the Licensed Software source code and cannot otherwise use the code to create derived work unless enabled to do so by a legal regulation or unless the Licensee is granted a prior consent in writing by the Licensor.

3. THE SOFTWARE

The Software is provided "as is", and the Licensor shall not be liable to the Licensee or its End Users for any error or malfunction of the system, except for fails/errors/failures prescribed in Annex C hereto. Licensor does not warrant that the Software will meet any special requirements of condition, quality, performance, Licensee ability or fitness for any purpose of Licensee, or that the Software will generate particular revenues or profits for the Licensee.

4. LICENSOR WARRANTIES AND OBLIGATIONS

- 4.1. The Licensor represents that it has all the necessary experience and expertise to provide the Licensed Software to the Licensee as set forth in this Agreement.
- 4.2. The Licensor warrants that it possesses the necessary Intellectual Property Rights to grant Licensee a license to use and exploit the Licensed Software and to grant sub-licenses to the Clients for the use and exploitation of the Licensed Software. The Parties shall use best endeavours to integrate the Licensed Software into the Licensee's platform and carry out the implementation as efficiently as possible.
- 4.3. The Licensor undertakes to provide to the Licensee adequate online technical integration support including guidance during set-up and help in testing activities.
- 4.4. Subject to the provisions of Annex C to this Agreement, the Licensor undertakes to render support necessary for the operation of the Licensed Software as intended by the Parties, including such support, as:
 - 4.4.1. development of an interface enabling transfer of the necessary data to the Licensee and functioning of the Licensed Software;
 - 4.4.2. installation of upgrades and updates to the Licensed Software;

- 4.4.3. installation and/or integration of new Games, if applicable;
- 4.4.4. fixing of system bugs, errors or incompatibilities and installation of releases of fixes for system bugs, errors or incompatibilities.
- 4.5. The Licensor makes no warranties with respect to any harm that may be caused by the transmission of a computer virus, worm, time bomb or other such computer program or harmful data. In particular, the Licensor shall not be liable for any event defect or bur or failure of the Licensed Software to the extent that it results from:
 - 4.5.1. use of the Licensed Software other than in accordance with this Agreement;
 - 4.5.2. failure to operate the Licensed Software on an appropriate hardware or other equipment;
 - 4.5.3. any modification of the Licensed Software not carried out or authorized in advance by the Licensor;
 - 4.5.4. failure of hardware, software, telecommunications, other products or services not supplied by the Licensor; or
 - 4.5.5. any other matter beyond the reasonable control of the Licensor.

5. LICENSEE RIGHTS AND OBLIGATIONS

- 5.1. The Licensee or Sub-licensees (as applicable) are solely responsible for the day-to-day operational activities of the Websites, including game marketing, customer support and care, and payment management.
- 5.2. The Licensee represents warrants and undertakes that:
 - 5.2.1. it has full right, power, legal capacity and authority to perform its obligations under this Agreement, subject to regulatory approvals;
 - 5.2.2. the entering by it into this Agreement and the performance thereof, will not conflict with, or breach the terms, conditions or provisions of, or default under any other agreement to which it is a party; and
 - 5.2.3. there is no ongoing or pending action, suit or proceeding at law or in equity now pending or, to its knowledge, threatened by or against or affecting it which would substantially impair its right to carry on its business as contemplated herein or to enter into or perform its obligations under this Agreement, or which adversely affect its financial conditions or operations; and
 - 5.2.4. both it and its associates are not involved in the financing of terrorism and the money laundering activities
- 5.3. the Licensee or its Clients have the right to display on their Websites RNG certificates held by the Licensor.
- 5.4. The Licensee agrees to use reasonable endeavors to market the Licensed Games to both new and existing customers.
- 5.5. The Licensee is prohibited from:
 - 5.5.1. asserting or implying that title or ownership rights in the Licensed Games belong to it;
 - 5.5.2. removing any Licensor copyright or trademark notice;
 - 5.5.3. associating the Licensed Software with any type of malware (such as viruses, worms, spyware, Trojan horses, time bombs, logic bombs or other such computer program or harmful data) or other codes that might be deemed malicious;

- 5.5.4. using or allowing the use of the Licensed Software in connection with any content that involves offensive or discriminatory materials, depiction of violence, or any content that might be deemed illegal, immoral or discredit, in any manner, the Licensor's trademark and/or other distinctive marks.

6. GENERAL WARRANTIES

- 6.1. The Parties represent and warrant that they possess the right and authority to enter into this Agreement and to perform all of its obligations hereunder.
- 6.2. Each of the Parties represents and warrants that it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated (or, if different, has its principle place of business) and is fully qualified and empowered to own its assets and carry out its business.

7. LICENSE FEES

- 7.1. In consideration of providing the Licensed Software and the services hereunder, and performing all its other obligations under this Agreement, the Licensor shall be entitled to receive all the fees and payments in accordance with the terms of this Agreement, including Annex B to this Agreement.
- 7.2. All fees in the Agreement shall exclude any taxes, duties, fees, excises or tariffs imposed on any of Licensee's activities in connection with the Agreement. Such charges, taxes, duties, fees, excises or tariffs, if any, shall be borne by Licensee.
- 7.3. After the end of each calendar month, Licensor shall issue to Licensee an invoice setting out the License Fees and such invoice shall be paid by Licensee to Licensor within seven (7) days from the date of receipt of the invoice by Licensee by a bank transfer to a bank account appointed by Licensor. If a payment is not made on a timely manner by Licensee, Licensor shall send Licensee a written notice specifying Licensee's failure to pay the fee when due. In the event that the fee shall not be paid within seven (7) days as of the receipt of the said notice, Licensor shall have the right, at its sole discretion, to immediately suspend and/or block any use of the Licensed Software and/or any license granted, until full payment of any outstanding amount(s) is made by Licensee to Licensor. **For each delayed day Licensee should pay a penalty of 0,25% of outstanding amount per day.**
- 7.4. The Licensor may raise the fees by giving thirty (30) days' prior written notice, if any third-party content provider increases license fee for any product sublicensed to Licensee.
- 7.5. All payments payable to the Licensor under this Agreement will be paid in EUR. Any sums received by Licensee as revenues in currencies other than EUR shall be converted by Licensee to EUR at the monthly average exchange rates published on the website www.xe.com on the last day of the month.
- 7.6. For the avoidance of doubt, the Parties explicitly acknowledge and confirm, that the Licensor, in its back office, does not have access to any data of End Users that falls under the category of personal data as defined by the General Data Protection Regulation (GDPR).
- 7.7. For the sake of clarity, the ultimate and binding source of calculations for the Parties is the Licensor's back office data, in case if Parties fail to reach agreement on the latter.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All Intellectual Property Rights with respect to the Licensed Software are the exclusive and sole property of the Licensor. All Intellectual Property rights with respect to the Licensee's platform and the personal data of the End Users remain the sole property of the Licensee.
- 8.2. The Licensor warrants that:
- (i) it owns the Intellectual Property Rights to the Licensed Software and has the right to offer them to the Licensee pursuant to this Agreement; and/or
 - (ii) has procured all relevant permits, licenses and/or certifications to the Intellectual Property Rights of the Licensed Software, required for their licensing to the Licensee in accordance with this Agreement.
- 8.3. The Licensee shall have the right to market and sub-license the Licensed Software under the Licensor's brand and/or trademarks. The Licensee shall not remove or change in any way any copyright or trademark notices that appear on the Licensed Software.
- 8.4. Unless explicitly permitted under this Agreement, neither of the Parties may use the other Party's name, marks, trademarks, trade names or other proprietary symbols, or issue any public statement and/or press release related to this Agreement, without the prior written permission of the other Party.
- 8.5. The Parties ensure that they will not, at any time during or after the Term of the Agreement, disclose to any third party the Intellectual Property or its particulars, or in any manner infringe any of the Intellectual Property Rights of the other Party.

9. CONFIDENTIALITY

- 9.1. The Parties hereby acknowledge and agree that during the Term, either Party and or their Affiliates may have access to or become acquainted with various trade secrets and other confidential and proprietary information of the other Party, including, without limitation, any and all technical, non-technical and proprietary information such as: software programs, software source documents, products, the Parties' lists, billing information, affiliate information, personnel, business and contractual relationships, business plans and strategies and all reports and summaries which contain or otherwise reflect or are generated from any of the foregoing (all of the foregoing is hereinafter referred to as the "Confidential Information"). Both Licensee and Licensor shall use their best efforts to protect each other's Confidential Information from improper disclosure and will not, during or after the Term or thereafter, directly or indirectly, use or disclose any such Confidential Information to any person, firm or corporation for any reason or purpose whatsoever, nor shall either Party, for itself or in any representative or other capacity, utilize any such Confidential Information in any manner for its own account or the account of others, except in connection with its performance under this Agreement.
- 9.2. The foregoing restrictions shall not apply to any Confidential Information which the receiving Party is able to demonstrate, through clear and convincing evidence:
- (i) is or becomes generally available to the public through no action by the receiving Party;
 - (ii) is or becomes available to it from a source, who is not bound to a confidentiality agreement or similar restriction; or
 - (iii) is disclosed by the receiving Party pursuant to applicable federal, state or local laws or regulations or pursuant to subpoena or judicial order; *provided, however*, that the receiving Party notifies the disclosing Party in writing of such regulation, subpoena or judicial order and provides the disclosing Party with adequate time to respond before it makes such disclosure.

- 9.3. The terms and conditions of this Section are material obligations, violation of which shall result in a Material Breach of this Agreement.
- 9.4. For the avoidance of doubt, if the Parties hereunder have entered into a separate contract regulating the matters of non-disclosure of Confidential Information, such prior contract shall survive execution of this Agreement.

10. DATA PRIVACY

- 10.1. The Licensee shall solely be responsible for the compliance with all applicable data privacy laws and regulations within the Territory of its operation.
- 10.2. In the event that one Party receives any complaint, notice or communication (from a competent data protection regulator or an End User) which relates directly or indirectly to either Party's compliance or noncompliance with GDPR Law, such Party shall promptly, and within forty-eight (48) hours of the receipt of such notice the other Party and it shall provide such Party and such competent regulator (if applicable) with full cooperation and assistance in relation to any such complaint, notice or communication.

11. TERM AND TERMINATION

- 11.1. This Agreement shall commence and be deemed effective as of the Effective Date of this Agreement and shall be valid for 2 (two) years from the Effective Date ("Term"). Following the expiration of the two years, the Term of this Agreement shall thereafter be prolonged each time for a period of 1 (one) year unless either Party gives at least 60 days' written notice of non-renewal to the other Party.
- 11.2. Either Party may at any time terminate the Agreement if any of the following events occur:
- 11.2.1. the other Party is in Material Breach of the Agreement;
 - 11.2.2. the other Party is declared bankrupt, enters into composition or reconstruction proceedings or liquidation or otherwise can be assumed to become insolvent or else an event occurs that gives well founded reason to assume that the other Party is not, or within short time will no longer be, capable of fulfilling its obligations under this Agreement;
 - 11.2.3. either of the Parties is under prosecution for the content and aim of this Agreement;
 - 11.2.4. a Force Majeure circumstance occurs and persists for a duration stipulated under clause 15.2 below;
 - 11.2.5. a Party is required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a governmental agency or regulatory body, with reference to Applicable Law, to which a Party is subject.
- 11.3. Either Party has the right to terminate this Agreement with immediate effect by notice in writing to the other Party if any Competitor directly or indirectly acquires control over the other Party. For the purpose hereof, "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the share capital or otherwise a controlling interest and "Competitor" shall mean any entity or person who has produced and/or is marketing a product or service which is in direct competition with or functionally equivalent to the products and services offered by a Party. A typical Competitor is a business to business provider within the gaming industry. If a Party does not exercise its termination right under this provision, then the Agreement will remain in force.
- 11.4. Without prejudice to the above, either Party has the right to terminate this Agreement without cause by giving written notice to the other Party at least 3 (three) months prior to the date on which the termination shall take effect.

- 11.5. In addition to the other termination rights, the Licensor shall have the rights terminate this Agreement if any perceived, implied or real legal threat would impact the Licensor's brand or commercial credibility as a result of any legal definitions that may consider Licensor to be facilitators, administrators or accomplices in illegal activities. Should the Licensee not discontinue such operation, Licensor shall have the right to terminate this Agreement as a whole with immediate effect. It is hereby clarified that in the event the Competent Authorities or the Applicable Legislation requires additional licensing or any other authorization for the Licensor for delivering of the Licensed Software or performing any obligation under this Agreement, the Licensor will undertake all necessary and reasonable steps and put its best efforts to obtain such. However, in the event of not being able to ensure such licenses or authorizations the Licensor shall be entitled to unilaterally terminate this Agreement with immediate effect, which shall not be deemed as a breach of this Agreement
- 11.6. **Effects of termination:** upon the expiration of this Agreement or termination thereof, for whatever reason, the license granted hereunder and any and all sub-licenses granted by the Licensee in connection with this Agreement shall simultaneously and automatically expire and/or terminate. In the event of expiry or termination of this Agreement for any reason, neither of the Parties shall be released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination, whichever is the later. Upon expiry or termination of this Agreement a final balancing shall be made between the Parties, payable within ten 10 days from the invoice date.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 12.1. Except for the cases provided above, as well as for the event of gross negligence, willful misconduct, non-payment, neither Party shall be liable for any indirect, incidental, consequential, special damages, loss of revenues and/or business, loss of anticipated earning or bare any punitive, exemplary damages howsoever arising out of this Agreement (whether for breach of contract, tort, or negligence) or its termination and irrespective of whether such Party has been advised of the possibility of such loss or damage.
- 12.2. Either Party agrees to indemnify the other Party and to hold it harmless against all third party claims, damages, losses, liabilities, suits and legal expenses arising out of or in connection with such Party's breach of any of the undertakings and/or warranties set out herein. The indemnified party shall give the indemnifying party prompt written notice of any such claim and shall provide the indemnifying party with all reasonable information and assistance. This indemnification shall apply to the other Party's respective successors, assigns, parents, subsidiaries and their respective directors, officers, employees and agents, during and after the Term hereof.
- 12.3. The Licensor shall fully indemnify the Licensee for loss of funds attributable to faults in the Licensed Software as defined below. Such faults subject to indemnification include, but are not limited to, faulty codes, bugs, which result in any of the following:
- 12.3.1. direct losses incurred by the Licensee or by the Client(s) due to the faulty Licensed Software;
- 12.3.2. indirect losses caused by End Users on the Websites using proceeds from faulty Licensed Software
- 12.4. Except as otherwise provided for in this Agreement, each of the Parties agrees that neither it nor its related companies, members, shareholders, directors, officers, employees or representatives will be liable towards each other for any special, indirect or consequential damages including lost profits. This Clause shall survive the termination or expiration of this Agreement.

- 12.5. Notwithstanding the foregoing, the maximum aggregate liability of the Licensor, or any associate or Affiliate, for any and all liability arising under or in connection with this Agreement, howsoever arising, with respect to any and all events raising liability, whether for negligence, breach of contract, misrepresentation or otherwise in respect of a single occurrence or a series of occurrences, shall in no circumstance exceed EUR €100,000 or the amount of revenue generated and actually paid to Licensor by the Licensee in the preceding six (6) months, whichever is the lower amount.

13. NON-SOLICITATION

- 13.1. Neither Party shall during the Term of this Agreement and for a period of twenty-four (24) months thereafter solicit any of each other's, employees or any employees of the subsidiaries or associated companies forming part of their group of companies, for the purpose of offering them to become employees and/or to procure services from them.
- 13.2. In the event that, as a result of such solicitation, and employees of a given Party or any employees of the subsidiaries or associated companies forming part of that Party's group of companies become employees and/or contract to procure services to the other Party, the first Party shall charge the other Party a penalty amounting to twelve (12) months' gross salary per employees so solicited.

14. AUDIT AND INSPECTION

- 14.1. The Licensor can directly or through an authorized representative perform audits of business activities or parts thereof of the Licensee to find out if the Licensee abides by the Agreement (especially incorrect calculations of remuneration) and can use third persons authorized in writing for the aforesaid purpose. Any expenses related to this inspection are borne by the Licensor unless the inspection results prove that the Licensee violated their contractual obligations. In such case any expenses related to the inspection are borne by the Licensee in full. The Licensee is obligated to provide the persons authorized to perform the inspection with any and all necessary cooperation (including presenting necessary documents and providing necessary access). The Licensor undertakes to ensure that all persons authorized to perform the inspection will be bound by the duty to maintain confidentiality and to keep the commencement, course, findings, and results of the inspection secret. In case of any audits, the Licensor shall inform the Licensee not later than 5 (five) business days prior such inspection and provide with the list of authorized persons in written. Licensee warrants that Licensor will receive all necessary access. Parties agree that access to the Licensee's players database will be provided to an extent that will ensure Licensor's ability to perform the inspection.

15. GOVERNING LAW AND JURISDICTION

- 15.1. This Agreement shall be construed under and governed by the laws of the Republic of Armenia, regardless of its conflict of law provisions.
- 15.2. The Parties expressly and irrevocably submit to the jurisdiction and venue of the courts in the Republic of Armenia. The Licensor shall irrespective of the foregoing have the right to commence and pursue proceedings in any other court that would otherwise have jurisdiction to protect any of its rights under this Agreement. This clause shall survive termination of the Agreement.

16. FORCE MAJEURE

- 16.1. The Parties are relieved of responsibility for failure to perform any of their obligations hereunder in full or in part in case such failure was due to a Force Majeure circumstance, which arose after the execution of the Agreement and which circumstance the Parties could not have predicted and prevented. Force Majeure circumstances include, but are not limited to acts of God or the public enemy, riots and insurrections, war, accidents, pandemics and epidemics, fire, public power shortages, malfunctions or failures in public telecommunication or IT services or breakdown of other public infrastructures, strikes and other labor difficulties (whether or not the Party hereto is in a position to concede to such demands), embargoes, judicial action, lack of or inability to obtain labor, energy or components, acts of civil or military authorities.
- 16.2. If the Force Majeure in question prevails for a continuous period in excess of three months, either Party may terminate this Agreement. Without derogating from the foregoing, in the event that the Parties wish to continue their engagement, the Parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

17. ENTIRE AGREEMENT

Upon execution by both Parties, this Agreement and the appendices and exhibits hereto shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement signed on behalf of Licensee and Licensor by their respective duly authorized representatives.

18. NOTICES

Any notice, inquiry or any other communication related to this Agreement must be in writing and shall be deemed properly served, if delivered in person or through a reputable courier services or facsimile (with proof of return or delivery) or if delivered by ordered or certified mail (with proof of return or delivery) to the following addresses of the Parties

The Licensor: GALAXSYS LLC
Attention: Mr. Mohammad Reza Saffari
E-mail: Mohammad.saffari@galaxsys.co
Address: 26 Amiryan street, 0002 Yerevan, Armenia

The Licensee: UNO DIGITAL MEDIA B.V.
Attention: Managing Director KURASON TRUST CURACAO N.V.
Email: cs@uno-dm.com
Address: Johan Van Walbeeckplein 24, Willemstad, Curacao

19. INDEPENDENT PARTIES

The Parties shall perform any obligation under this Agreement as independent contractors and this Agreement does not create and shall not be considered or construed as creating, directly or indirectly, employment relations between the Parties, including without limitation between a Party and any third party on behalf of and/or employed by the counter Party. This Agreement shall not be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

20. NO WAIVER

No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

21. MISCELLANEOUS

- 21.1. Neither this Agreement in general nor any term, warranty or condition contained herein shall be construed to be in favor of any third party, including without limitation any End Users or Clients.
- 21.2. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions as applicable shall remain in full force and effect.
- 21.3. This Agreement has been executed in two counterparts of which each Party has taken one.

Date: 15/09/2023

LICENSOR

GALAXSYS LLC

By its authorized representative:

Name: Hayk Sargsyan

Title: Director

Signature: _____



Date: ../../2023

LICENSEE

UNO DIGITAL MEDIA B.V.

By its authorized representative:

Name: KURASON TRUST CURACAO N.V.

Title: Managing Director

Signature: _____

DocuSigned by:



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ANNEX A

to the Software License and Services Agreement no. GX/LC-SL- _____ between Galaxsys LLC and
Uno Digital Media B. V.

This Annex defines the scope of the Games and of other Licensed Software, as the case may be, licensed by the Licensors to the Licensee. Capitalized terms hereunder shall have the meaning as defined under the Agreement.

Licensed Software

Product	Details
Fast Games	Black Jack Crash HiLo Keno Keno Express Rocketon Sic Bo Cashow (branded) Penalty Mr. Thimble Plinkoman Golden RA F Mines (branded) Ninja Crash Crasher RouletteX Jungle Wheel
Skill Games	Backgammon Domino Blot Hokm Pasur Hexagon

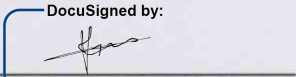
Services

Services	Details
Risk management	
Second line technical support	

LICENSOR
GALAXSYS LLC
By its authorized representative:
Name: Hayk Sargsyan
Title: Director

Signature: 

LICENSEE
UNO DIGITAL MEDIA B.V.
By its authorized representative:
Name: KURASON TRUST CURACAO N.V.
Title: Managing Director

Signature: 
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ANNEX B
FEES AND PAYMENTS

to the Software License and Services Agreement no. GX/LC-SL- _____ between Galaxsys LLC and
Uno Digital Media B. V.

This Annex defines the fees and payments payable by the Licensee to the Licensor for the Licensed Software. Capitalized terms hereunder shall have the meaning as defined under the Agreement.

License Fees

In consideration for the Services provided and license granted to Licensee under this Agreement, Licensor shall be entitled to receive from Licensee revenue share to be calculated as follows (collectively, the "License Fees"):

Licensee's Share from NGR	Licensor's Share from NGR
94%	6%

In case of all branded games (games developed and/or branded with the use of third-party IP rights) Licensor's share shall be increased for an additional 2% from the GGR.

For the avoidance of doubt, "GGR" means the total of all End users' bets received by the Clients and/or Licensee, less the total winnings paid to End Users without any deductions.

In case of certain bets, GGR is equalized to rake at Licensor's sole discretion, in which case the terms of GGR calculation above do not apply. For the sake of clarity, rake refers to the percentage from bets, which is received by the organizer of games from End users.

GGR shall be calculated according to any and all of the Verified and Graded (calculated) Bets, without consideration as to whether such amounts were collected from the End Users.

"NGR" means GGR less bonus capped by 10% (where applicable), and less Gaming tax. For the avoidance of doubt, Gaming Tax solely refers to the tax generated within the betting process.

The invoice for each Client and Product mentioned in this Annex will be calculated separately. If one of the Clients and or Products (Fast Games or Skill Games) has a negative GGR for a month, this negative figure will not be deducted from the GGR of other Clients and Products listed in this agreement.

For the invoice calculation UTC (+0) time zone should be considered.

All IT infrastructure and server costs, in relation to set-up that needs to be deployed in operator jurisdiction, due to regulatory requirements, will be compensated or paid by Licensee.

LICENSOR

GALAXSYS LLC

By its authorized representative:

Name: Hayk Sargsyan

Title: Director

Signature: _____



LICENSEE

UNO DIGITAL MEDIA B.V.

By its authorized representative:

Name: KURASON TRUST CURACAO N.V.

Title: Managing Director

Signature: _____

DocuSigned by:



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ANNEX C**SERVICE LEVEL AGREEMENT**

to the Software License and Services Agreement no. GX/LC-SL- _____ between Galaxsys LLC and
Uno Digital Media B. V.

1. General

- 1.1. This service level agreement ("**SLA**") is attached to and made part of the Agreement and governs the service levels of the technical support and consultations provided by the Licensor to the Licensee with respect to the installation and operation of the Licensed Software.

2. Definitions

- 2.1. In this SLA words and expressions below shall have the meaning provided next to them:

"Critical Priority Incident"	means an Incident that has a critical impact on the operation of the Licensed Software, resulting in its total or partial failure or unavailability, its inability for the majority of the Clients or End Users, as the case may be, or degradation of performance to an unusable level;
"High Priority Incident"	means an Incident that has a significant impact on the operation of the Licensed Software, resulting in severe limitation of its operation or partial unavailability, namely in a degraded system performance of the Software, which however allows Clients or End Users, as the case may be, to use the Software at a limited capacity;
"Incident"	any disruption with the functionality of the Licensed Software that may or may not result in its failure or unavailability;
"Incident Report"	Notification provided by the Licensee to the Licensor in accordance with the procedure defined under this SLA and pertaining to the failures and/or interruptions in the functioning of the Licensed Software installed on the servers of the Licensee, which affect the use of the Licensed Software by the Clients or End Users, as the case may be;
"Medium Priority Incident"	means an Incident that has limited or no impact on the operation of the Licensed Software, resulting in unavailability of certain Licensed Software features, but not affecting the overall operation, such as a component of the Software is returning an error or not responding or the Incident is specific to a limited number of Clients or End Users, as the case may be;
"Penalty"	shall have the meaning provided under clause 6.2 below;
"Resolution"	means either a bug fix, work-around, patch, or other modification or addition that resolves the Incident and/or makes the Licensed Software operational and all its features available for all Clients or End Users, as the case may be.

- 2.2. Words and expressions which are defined under clause 1 of the Agreement shall have the same meaning in this SLA unless explicitly defined differently above.

3. Incident Reports

- 3.1. All Reports pertaining to the Incidents shall be filed in writing in the Galaxsys Help Desk Portal or by means of any other properly set up procedure that the Licensor may so designate during the Term of the Agreement.

4. Service Levels

- 4.1. Licensor shall use their best efforts to verify any Incident reported by Licensee by way of filing of an Incident Report and to provide a Resolution in accordance with the applicable priority levels:
- 4.1.1. in the event of a Critical Priority Incident, the Licensor shall respond to the Incident Report within 15 (fifteen) minutes, commence verification of the Incident immediately thereafter and, upon verification, shall initiate work to provide Licensee with an Incident Correction within 2 (two) hours;
- 4.1.2. in the event of a High Priority Incident, the Licensor shall respond to the Incident Report within 30 (thirty) minutes and shall provide the Licensee with an Incident Resolution within 8 (eight) hours;
- 4.1.3. in the event of a Medium Priority Incident, the Licensor shall respond to the Incident Report within 2 (two) hours and shall provide the Licensee with an Incident Resolution within 7 (seven) Business Days.
- 4.2. Below is the Service Levels summary for Critical Priority Incidents, High Priority Incidents and Medium Priority Incidents, and the associated response times and the target resolution times for each type of Incident as defined hereunder:

Priority Level	Priority	First Response Time	Resolution Time
Level 1	Critical	Up to 15 minutes	Up to 2 hours
Level 2	High	Up to 30 minutes	Up to 8 hours
Level 3	Medium	Up to 2 hours	Up to 7 Bus. Days

- 4.3. Licensor's ability to meet designated first response and resolution time Service Levels shall be calculated based on monthly averages.

5. Acceptable Downtime

- 5.1. Licensor shall make commercially reasonable efforts to ensure that Software Uptime on average equals or exceeds 99,5% each calendar month calculated from the date of the Commercial Launch.
- 5.2. Uptime is calculated as follows:

$$UPTIME = 100\% - Downtime$$

Where Downtime is the time during a given month when there are disruptions of the betting functionalities for any reasons associated with Incidents.

For the purposes of calculation of Uptime and Downtime, the length of a month shall be calculated based on the following formula:

$$\text{Month} = 365/12 \text{ days} * 24 \text{ hours}$$

- 5.3. For the avoidance of doubt, Downtime under clause 5.2 above pertains to unplanned incidents only and the following shall not be considered for the purposes of calculation:
- 5.3.1. any scheduled downtime for System Maintenance and Upgrades, performed in accordance with the procedure described in the Agreement;
 - 5.3.2. downtime for adding New Functionalities, as may be agreed between the Parties;
 - 5.3.3. downtime, directly or indirectly resulting from or caused by (a) Licensee's actions or inactions, (b) Licensee's equipment and/or third-party equipment/services to the extent that such third-party equipment/services are not within the Licensor's control, or (c) the unavailability of or problems with the Internet or data network;
 - 5.3.4. unavailability caused by factors outside of Licensor's reasonable control, such as unpredictable and unforeseen events that could not have been avoided even if reasonable care had been exercised, or
 - 5.3.5. any other scheduled downtime for which the Licensee has been notified at least twenty-four (24) hours prior to such downtime.
- 5.4. Downtime / Uptime calculation is done by the Licensor, based on numbers, statistics and figures determined by the Licensor's hardware and software. For the avoidance of doubt, any dispute or controversy that may arise between the Parties with respect to the calculation of Uptime shall be resolved based on data provided by the hardware and software used by the Licensor.
- 5.5. The Licensor shall provide monthly reports regarding the actual Uptime calculations for the month only upon Licensee's written request.

6. Effects of Failure to Ensure Required Uptime

- 6.1. In case the required level of Uptime (99,5%) is not met for a given month and upon the Licensee's request a Penalty shall apply with respect to the Licensor.
- 6.2. The Penalty shall be calculated pursuant to the formula below:

$$P = A_{GGR} \times H_D \leq GGR \times 10\%,$$

where "P" is the amount of the Penalty applied, " A_{GGR} " is the average hourly Gross Gaming Revenue for the given month, H_D is the duration of Downtime for the given month expressed in hours and GGR is the Gross Gaming Revenue for the given month.

- 6.3. The applicable Penalty claimed by the Licensee is applied by means of deducting the Penalty from the Gross Gaming Revenue for any of the months following the month when the required level of Uptime was not met so that the License Fee for such a month is calculated based on the reduced Gross Gaming Revenue.

- 6.4. For the avoidance of doubt, in no case shall be the Penalty applied for a given month exceed the 10% of the Gross Gaming Revenue accrued for that same month.

LICENSOR

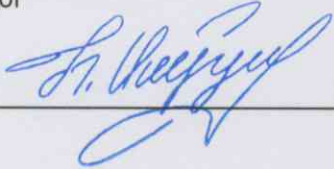
GALAXSYS LLC

By its authorized representative:

Name: Hayk Sargsyan

Title: Director

Signature: _____



LICENSEE

UNO DIGITAL MEDIA B.V.

By its authorized representative:

Name: KURASON TRUST CURACAO N.V.

Title: Managing Director

Signature: _____

DocuSigned by:

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