

Software License Agreement

This Software License Agreement (the "**Agreement**") is made effective as of October 31st, 2023 (the "**Effective Date**"), by and between **Interactive Global Entertainment B.V.**, a company incorporated under the laws of Curacao under company number 153827, the registered office of which is at Dr. M. J. Hugenholtzweg 25 (the "**Licensor**"), and **Sunflower Seed B.V.**, a public limited company registered under the laws of Curacao under company number 157063, the registered office of which is at Kaya Richard J. Beaujon Z/N, Curacao (the "**Licensee**").

WHEREAS,

A. Licensor has the right to license and provide the online casino games software, platform and applications as described in **Schedule A** attached hereto (the "**Software**"); and

B. Licensee desires to acquire a license to use such Software for its business, and Licensor is willing to grant Licensee such license, on the terms and subject to the conditions set forth in this Agreement and in **Schedule B** attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Except as defined elsewhere in this Agreement, capitalized terms that are used in this Agreement are defined below:

- 1.1. "**Commercial Launch Date**" means the date upon which the Licensed Software is first made available to the public for real money wagering.
- 1.2. "**Confidential Information**" means any confidential or proprietary information of whatever nature and in whatever form relating to the party disclosing it or any of its affiliates (the "**Disclosing Party**") or any of its customers, suppliers or providers which is not publicly available.
- 1.3. "**Derivative Work**" means a work that is based upon one or more pre-existing works and for material subject to trade secret or protection or confidentiality obligations: any new material relating to and derived from such existing trade secret material or Confidential Information.
- 1.4. "**Documentation**" means user manuals, documents, drawings and other written or electronic materials pertaining to the Licensed Software which were prepared and/or provided by Licensor.
- 1.5. "**End User**" means a customer who utilizes the Licensee's Online Gaming Platform and related services operated on the Licensee's Website, using the Licensed Software.
- 1.6. "**Excluded Territories**" means (i) any jurisdiction, country, state, province, region or other political subdivision in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of the Licensed Software is prohibited by law such as USA and its Territories, France, United Kingdom, Australia, Netherlands, Aruba, Bonaire, Saba, Singapore, Statia, St. Maarten, Curacao; (ii) Mexico, South Africa and any other jurisdictions or territories which may be added and designated as Excluded Territories by the Licensor (at Licensor's sole and absolute discretion) from time to time by prior written notice to the Licensee.
- 1.7. "**Game**" means the games listed on **Schedule A**.
- 1.8. "**Gaming Server**" means the server(s) belonging to and hosted by or on behalf of the Licensor, upon which the Licensed Software is installed to perform in accordance with this Agreement, which is linked via the internet to the Online Gaming Platform.
- 1.9. "**Gross Gaming Revenue**" or "**GGR**" means such sum as shall be calculated in any calendar month, in respect of all Casino Games as the aggregate of Casino Bets less Casino Winnings, where:
 - 1.9.1. "**Casino Bets**" means all sums wagered by End Users on the Casino Games in that month;

- 1.9.2. **"Casino Winnings"** means all winnings by End Users participating in any of the Casino Games during that calendar month (for the avoidance of doubt this shall not include any jackpot winnings by End Users).
- 1.10. **"Intellectual Property Rights"** means all intellectual property rights related to the Licensed Software, including, but not limited to: (i) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing), whether registered or not, and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works; (iv) registrations, applications and renewals for any of the foregoing; (v) trade secrets, Confidential Information and know-how (including but not limited to ideas, formulae, compositions, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and accounting data and related information); and (vi) all other intellectual property rights.
- 1.11. **"Licensed Software"** means the online gaming Software.
- 1.12. **"Licensee's Website"** means (a) the website operated and controlled by the Licensee at 888Casino.com and/or royalcasino.com (the **"Website"**), and (b) any replacement or successor of such Website or additional website on which End Users can access Licensee's Online Gaming Platform and related services to be pre-approved by Licensor in writing.
- 1.13. **"Net Gaming Revenue"** or **"NGR"** means GGR less Real Money Games Bonuses, where it is agreed by the Parties that the total monthly Real Money Games Bonuses that can be accounted for the purpose of this definition shall be up to fifteen percent (15%) of the GGR for the calendar month and subject to Real Money Games Bonuses report sent by the Licensee to Licensor within three (3) Business Days of the end of each calendar month.
- 1.14. **"Real Money Games Bonuses"** means real money bonuses, provided by Licensee to its End Users via Licensor's system, to be used only with the Games.
- 1.15. **"Online Gaming Platform"** means the Licensee's internet gaming system and related services operated on the Website, connected to the Licensed Software pursuant to the rights granted, and subject to the conditions set forth, in this Agreement.
- 1.16. **"Specifications"** means the specifications of the Licensed Software set forth on Licensor's website.

2. GRANT OF LICENSE

- 2.1. Subject to the terms and conditions of this Agreement Licensor grants to Licensee, and Licensee hereby accepts, a limited, revocable, personal and non-transferable, non-exclusive, worldwide (except for the Excluded Territories), royalty-bearing license (the **"License"**) to (i) use and operate the Licensed Software on the Licensee's Online Gaming Platform in connection with the operation of the Licensee's Website, (ii) to use and grant to an unlimited number of End Users the non-exclusive, limited and revocable sublicenses to the Licensed Software, for personal and non-transferable use through Licensee's Website, only while connected to the Online Gaming Platform (the **"Licensed Rights"**).
- 2.2. During the License Term, Licensor may provide Licensee with modifications or updates to the Licensed Software (the **"Licensor Modifications"**) with reasonable notice. In the event that Licensor provides Licensee with Licensor Modifications, Licensee undertakes to promptly take and perform all actions required in order to successfully launch and support such Licensor Modifications, within no later than thirty (30) days following the delivery of the Licensor Modifications.
- 2.3. Subject to Licensor granting Licensee thirty (30) days' prior written notice, if applicable, Licensor reserves the right at its sole discretion to suspend the provision of the Licensed Software (temporarily or permanently) in the event of the occurrence of (a **"Suspension Event"**) the issuance by any competent authority of an order which compels Licensor to cease providing the Licensed Software to Licensee.

3. LICENSEE RIGHTS AND RESTRICTIONS

- 3.1. Licensor reserves the right, at its sole discretion and at any time, to remove any Game from the Licensed

Software, and where reasonably practicable, Licensor will notify the Licensee in writing prior to the effective date of the removal of a Game from the Licensed Software.

4. **RESERVATION OF RIGHTS**

- 4.1. Licensee acknowledges that not all Licensed Software provided under the License may be available in all territories, languages and/or currencies as may be updated by Licensor from time to time.
- 4.2. Other than the rights explicitly granted herein, Licensee shall have no other rights, express or implied, in the Licensed Software (or any other Intellectual Property Rights of the Licensor). Without derogating from or limiting the generality of the foregoing, Licensee shall not:
 - 4.2.1. Download or make any copies of the Licensed Software; or
 - 4.2.2. Exploit any Licensed Software's Derivative Works; or
 - 4.2.3. Include any hate literature or any other obscene or objectionable material on the Website.
- 4.3. Licensee hereby acknowledges and agrees that Licensor is duly licensed to use, any and all right, title and interest in and to (the Gaming Server and) the Licensed Software and any and all updates or upgrades thereof even if developed by Licensor based on ideas, suggestions, Specifications, demands or proposals by Licensee (or anyone on its behalf), End Users, or any other third party. Licensee hereby irrevocably and unconditionally assigns to Licensor, and shall procure an identical assignment from any and all End Users, all right, title, and interest it or its End Users may have or may acquire in and to all such rights and all the foregoing.

5. **CONSIDERATION; REPORTS; AUDIT**

- 5.1. In consideration of the Licensed Rights, Licensee shall timely pay Licensor the monthly Software License Fees, as set forth in **Schedule B** attached hereto.
- 5.2. Licensee shall be solely responsible for billing and collecting payments from End Users (including paying End Users where applicable) any and all revenues derived, directly or indirectly, from the operation of the Licensed Software under this Agreement.
- 5.3. Licensee shall maintain complete and accurate books and records relating to this Agreement, which books and records shall contain sufficient information to permit Licensor to confirm with accuracy all activity related to the Licensed Software on the Licensee's Website. Licensee shall retain all such records for at least three (3) years following the end of the License Term.
- 5.4. Subject to prior notice to the Licensee, Licensor may, at any time during the License Term and during the three (3) years thereafter:
 - 5.4.1. inspect any online facilities on which the Licensed Software is installed in connection herewith; and
 - 5.4.2. inspect and audit Licensee's books, accounting records, facilities or procedures;
 - 5.4.3. Licensor shall be solely responsible for any costs associated with such audit, provided that if Licensor's audit reveals a shortfall in the Fees Licensee paid to Licensor of at least 10%, Licensee shall bear the reasonable costs of Licensor's audit.
- 5.5. Inspection and/or audit under Clause 5.4 shall be limited to one time in every 12-month period. In such case, the Licensee may request a prior written notice of at least seven (7) business days from the Licensor before conducting such audit. Further, the Licensor will be required to use (and ensure that its Auditors use) its best endeavours to avoid (or minimise) causing any damage, injury or disruption to the Licensee's premises, equipment, personnel and business while the personnel of the Licensor, or its Auditors are on the Licensee's premises in the course of such an audit or inspection.
- 5.6. Licensee shall ensure, that it or anyone acting on its behalf, promptly bring to the attention of Licensor any information it shall have regarding the improper or wrongful use of the Licensed Software, or Licensor's name, logo or other Intellectual Property Rights, or any information which is or may be

material in relation to the support of the Licensed Software or the Online Gaming Platform.

6. SUPPORT AND MAINTENANCE

- 6.1. Licensor shall provide Licensee with the following support and maintenance services: (i) E-mail support to Licensee support@[iglobalgames.com](mailto:support@iglobalgames.com); (ii) online support; and (iii) online training and instruction in a manner and scope agreed by the parties.
- 6.2. All the terms of service level are listed under the SLA, as per the defect categorization based on the service level agreement (the "SLA") annexed hereto as Schedule E.

7. TERM AND TERMINATION

- 7.1. This Agreement shall have an initial term of twelve (12) months from the Effective Date (the "**Initial Term**") and shall automatically renew for successive twelve (12) month periods, unless either party provides written notification to the other party at least thirty (30) days prior to the expiration of the Initial Term or any renewal thereof (the Initial Term and any renewal of this Agreement thereafter shall collectively be referred to as the "**License Term**").
- 7.2. Subject to **Schedule B**, this Agreement may be terminated with immediate effect: (a) by either Party, in the event the other Party has committed a breach of this Agreement, which has not been cured within fourteen (14) days following notice thereof by the non-breaching Party; (b) by either party if the other party files a petition of any type as to its bankruptcy, be declared bankrupt, become insolvent, make an assignment for the benefit of creditors, or go into liquidation or receivership or otherwise lose control over all or substantially all of its business; (c) immediately upon notice by Licensor, in the event Licensee has used or attempted to use the Licensed Software in any manner or form that is illegal or accepted or attempted to accept players or wagers from any Excluded Territories or (d) by mutual consent of the parties.
- 7.3. This Agreement may also be terminated with no reason by each Party at any time by giving written notice at least sixty (60) days in advance.
- 7.4. Upon the expiration or earlier termination of this Agreement for any or no reason Licensee shall (a) immediately and automatically have no further right to exercise any of the rights licensed or granted to Licensee under this Agreement, and (b) Licensee shall immediately cease all use of the Licensed Software and shall return to Licensor all copies of the Licensed Software, and the Documentation, in its possession or control.

8. INTELLECTUAL PROPERTY

- 8.1. All Intellectual Property Rights, title and interest in and to the Licensed Software, code and logic which describes and/or comprises the Licensed Software, the Licensor Modifications and the Documentation, including any and all modifications and additions thereto (whether or not developed at the request of Licensee or paid for by Licensee), including copyright, patent rights, trade secrets and all other intellectual property rights, shall at all times remain the sole property of Licensor. Licensee agrees not to challenge any Intellectual Property Right which is reserved for Licensor under this Agreement. LICENSEE ACCEPTS THAT ANY USE OR DISCLOSURE OF THE LICENSED SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF LICENSOR'S COPYRIGHTS, PATENTS, TRADE SECRETS AND/OR OTHER RIGHTS AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL ACTION IN MULTIPLE JURISDICTIONS. Licensee shall notify Licensor immediately if Licensee becomes aware of any unauthorized use of the Licensed Software or the Documentation or of any infringements or suspected infringement of Licensor's copyrights, trademarks or other Intellectual Property Rights in or in relation to the Licensed Software.
- 8.2. Other than the Licensed Rights, Licensee acquires no rights whatsoever in connection with the Licensed Software, including, without limitation, the Licensor Modifications and any component thereof, and/or with the Documentation. It is expressly agreed that the ownership of all right, title and interest in the Licensed Software and any copies thereof, as well as any Intellectual Property Rights associated therewith, is and shall remain vested solely in Licensor and shall be owned solely and exclusively by

Licensor.

- 8.3. Any Intellectual Property Rights owned or controlled by either Party prior to the Effective Date of the Agreement or acquired by such Party independently shall, at all times, continue to be owned or controlled by said Party.
- 8.4. Except as expressly permitted by this Agreement, or specifically authorized in writing and in advance by Licensor, Licensee shall not, and shall not permit others to, use, copy, modify, create Derivative Works from or distribute the Licensed Software, any part of it, or any copy, adaptation, transcription, or merged portion of it, decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Licensed Software or any part of or remove any copyright, proprietary or similar notices from the Licensed Software (or any copies of it) or combine the Licensed Software with any unauthorized third party software, and shall cause Sub-Licensee to do the same.

9. **CONFIDENTIAL INFORMATION**

- 9.1. Each party represents and warrants that it will: (i) hold Confidential Information in confidence and protect the Confidential Information; (ii) not make any use of the Confidential Information, save as provided for under this Agreement; (iii) restrict disclosure of Confidential Information solely to those of its employees or consultants with a need to know, and will advise in writing those of its employees and consultants to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the Confidential Information and shall be responsible and liable for any breach of confidentiality by such employees or consultants; (iv) return all Confidential Information made available hereunder, including copies thereof, to the Disclosing Party or, at Disclosing Party's written request, will destroy the same (as certified to the Disclosing Party) at the earlier of the (x) first written request of the Disclosing Party, or (y) the termination or expiration of this Agreement for any or no reason.
- 9.2. The confidentiality obligations of each Party under this Agreement will not extend to any information that such party can demonstrate:
 - (i) was in the public domain prior to the date of coming into force of this Agreement or entered public domain after that date through no wrongful act or default of the Receiving Party;
 - (ii) it is already known to or in the possession of the Receiving Party free of any obligation to keep it confidential at the time of disclosure, as shall be demonstrated in writing by the Receiving Party;
 - (iii) has been explicitly approved for release by prior written authorization of the Disclosing Party;
 - (iv) has been disclosed pursuant to a duty under applicable law, provided however, that in such an event, as soon as practical after receiving the order or requirement of a court, administrative agency or other governmental body, the Receiving Party shall give the Disclosing Party a written notice of such order or requirement and in any event such notice shall be prior to disclosure of such information.

10. **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 10.1. Each Party represents and warrants to the other Party that (i) it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated, (ii) it has, as well as its authorized representative, full power and authority to enter into and perform this Agreement, and (iii) this Agreement, when executed, will constitute the valid, lawful and binding obligations of it, enforceable against it in accordance with its terms.
- 10.2. Licensee warrants, represents and undertakes to the Licensor all of the following:
 - 10.2.1. Licensee is solely responsible to obtain all necessary licenses or permits in order to organize its services and offer its products based on the Licensed Software. Licensee shall refrain from organizing its services and offering of its products based on the Licensed

Software in those jurisdictions in which he does not possess the necessary licenses or permits. Licensee represents and warrants that the offering of the products based on the Licensed Software to End Users will be provided in accordance with all applicable laws and regulations and the Licensee shall indemnify, defend and hold the Licensor harmless from and against all liabilities, costs, damages and expenses arising from the Licensee's lack of compliance with applicable laws and regulations, including, but not limited to the lack of necessary licenses or permits in the respective jurisdiction where the Licensee is offering its services its products based on the Licensed Software.

- 10.2.2. Licensee acknowledges and agrees that Licensor, from time to time, may update, modify and/or upgrade the Licensed Software and/or any part thereof. In such case, the rendering of access to the Licensed Software or any part thereof may be suspended by Licensor, and the Licensee shall have no claims and/or demands whatsoever with respect thereto provided a written notice be issued by the Licensor.
- 10.2.3. In the event that Licensor suspects fraud and/or money laundering activity of Licensee, Licensor may, upon prior written notification to Licensee, suspend the provision of the Licensed Software pursuant to this Agreement and require Licensee to investigate. If Licensor shall be found liable by a court of competent jurisdiction to be connected with the above fraud and/or money laundering activity, the Licensee shall indemnify Licensor for all direct expenses, losses and liabilities incurred by it in connection with the foregoing.
- 10.2.4. Licensee shall adopt and display on Licensee's Website terms of use which shall regulate relationship between the Licensee and each End User with respect to the Licensed Software (the "EULA").
- 10.2.5. Licensee shall ensure that each End User complies with the warranties, representations and obligations set forth under this Agreement (as if it were the Licensee), and shall remain responsible to Licensor for any breach of this Agreement by any End User, as if it were the breaching End User
- 10.2.6. That all the information provided by the Licensee, as requested by the Licensor in the KYC documentation request submitted by it to the Licensee prior to and as a condition to entering into this Agreement, as attached hereto as **Schedule C**, is true and accurate and shall remain true and accurate throughout the License Term as described in Section 7 above.
- 10.3. If the Licensed Software does not perform substantially in accordance with the Documentation (a "Defect") the sole remedy available to Licensee is to provide Licensor with a written notice specifying the details of the Defect, and require Licensor to make its best efforts to correct such Defect in the Licensed Software. In the event that despite Licensor's best efforts, such Defect is not fixed within sixty (60) days, and subject to the provisions of Section 10.4 not applying to such event, Licensee's sole remedy shall be to terminate this Agreement with immediate effect (following such sixty day period).
- 10.4. Licensor shall not be liable for any Defect to the extent it results from: (a) any use of the Licensed Software which is not in accordance with the Documentation and this Agreement; (b) any modification or installation of the Licensed Software not explicitly authorized in writing and in advance by the Licensor; or (c) any failure of electric power or environmental control systems, failure of hardware, software or other products or services not supplied by Licensor. In addition, Licensor shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control.
- 10.5. To Licensor's knowledge, the Licensed Software does not infringe the copyrights or trademarks of any third party. If a claim is being made against the Licensee that the Licensed Software infringes the rights of any third party, provided that Licensee has immediately notified Licensor in writing of such claim, Licensor shall, at its sole and absolute discretion, either: (i) procure for Licensee the right to continue using the Licensed Software, or (ii) modify the Licensed Software so that it is non-infringing, or procure a replacement product that has substantially the same functionality, or if the foregoing options are not reasonably practicably (iii) terminate this Agreement. Licensor shall indemnify and keep harmless the Licensee in respect of any damages suffered by the Licensee in connection with such IP infringement claim as per Clause 13.2 subject to the limitation of

liability according to the Agreement.

- 10.6. The Licensed Software is provided on an "AS IS" basis, without any warranty of any kind. Further, save as set out in this Agreement, Licensor does not warrant results of use, that the Licensed Software is bug or error free or will be protected against viruses or any network intrusion or security breach, that the Licensed Software will function at all times, that the Licensed Software will not have or make errors, or that its use will be uninterrupted.
- 10.7. Licensor represents and warrants that it has the appropriate permits and authorizations to the extent required in order to carry out its obligations under the Agreement, and that same shall remain in full force and effect and be valid during the License Term.

11. TRADEMARKS, SERVICE MARKS AND TRADE NAMES

- 11.1. Licensor grants to Licensee the worldwide, limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use Licensor's trade names, service marks and any trademarks of which Licensor is the registered owner or which Licensor may obtain in the future (the "**Licensor Trademarks**") only as they are incorporated into the Licensed Software, only during the License Term, not in any Excluded Territories, and solely in connection with and in accordance with this Agreement.
- 11.2. In order to comply with all of Licensor's quality control standards, Licensee will: (i) at all times use the Licensor Trademarks solely in compliance with all relevant laws, rules and regulations, and (ii) not modify any of the Licensor Trademarks in any way or form whatsoever and not use any of the Licensor Trademarks on or in connection with any goods or services other than as specifically set forth in this Agreement.

12. LIMITATION OF LIABILITY

- 12.1. IN NO EVENT WILL EITHER PARTY OR ANY AFFILIATE, PARENT OR SUBSIDIARY CORPORATION, INCLUDING ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AUTHORIZED REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE LICENSED SOFTWARE OR THIS AGREEMENT OR OTHER MATERIAL WHETHER IN AN ACTION IN CONTRACT OR TORT WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2. IF LICENSOR'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT ARE PREVENTED OR DELAYED BY ANY UNREASONABLE OR UNJUSTIFIABLE ACT OR OMISSION OF LICENSEE, THE SUB-LICENSEES, OR EMPLOYEES, AND OR FAILURE OF LICENSEE'S EQUIPMENT OR SERVICES, THEN LICENSOR WILL NOT BE LIABLE FOR ANY COSTS, CHARGES OR LOSSES SUSTAINED OR INCURRED BY THE AFOREMENTIONED ENTITIES THAT ARISE FROM SUCH PREVENTION OR DELAY.
- 12.3. WITHOUT DEROGATING FROM THE FOREGOING, AND SUBJECT TO SECTION 12.4, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY, OR ANY AFFILIATE, PARENT OR SUBSIDIARY CORPORATION, FOR ANY AND ALL LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT IN RESPECT OF A SINGLE OCCURRENCE OR A SERIES OF OCCURRENCES, SHALL IN NO CIRCUMSTANCE EXCEED THE MAXIMUM OF THE LICENSE FEES ACTUALLY RECEIVED BY LICENSOR FROM THE LICENSEE UNDER THIS AGREEMENT DURING THE NINE (9) MONTHS PRIOR TO THE EVENT RAISING THE LIABILITY (THE "**LIMIT OF LIABILITY**").
- 12.4. SECTION 12.3 SHALL NOT APPLY WITH RESPECT TO ANY AND ALL LIABILITY OF LICENSEE ARISING IN CONNECTION WITH: (I) ALLEGED OR ACTUAL INFRINGEMENT OF LICENSOR IP ASSETS; (II) LICENSEE'S BREACH OF SECTION 5 OR **SCHEDULE B**.

13. INDEMNIFICATION

- 13.1. Licensee shall, upon Licensor's first written request, indemnify and hold harmless Licensor and each of its respective successors, assigns, including their officers, directors, and employees, (all of the foregoing

"Indemnified Licensor") from and against all claims (including all reasonable legal fees and expenses) of any kind whatsoever (all of the foregoing a **"Claim"**) against any Indemnified Licensor as a result of or in connection with Licensee's breach of this Agreement, or arising out of claims brought by Licensee's End Users of or visitors to the Licensee's Website or any third party, and/or brought under any law and will hold Indemnified Licensor harmless from any damages (including all reasonable legal and attorney fees and related costs) related to or resulting from such Claim. Licensee's obligations under this Section 13.1 shall be subject to the Limit of Liability, save for Claims arising in connection with: (i) alleged or actual infringement of Licensor IP Assets; and (ii) a breach of Section 5 or **Schedule B** which shall remain uncapped.

- 13.2. Licensor shall, upon Licensee's first written request, indemnify and hold harmless Licensee and each of its respective successors, assigns, including their officers, directors, and employees, (all of the foregoing **"Indemnified Licensee"**) from and against all claims (including all reasonable legal fees and expenses) of any kind whatsoever (all of the foregoing a **"Claim"**) against any Indemnified Licensee arising out of claims: (i) that the Licensed Software infringes any intellectual property right of any third party; or (ii) Licensor's breach of its obligations, representations or warranties of this Agreement. Licensor's obligations under this Section 13.2 shall be subject to the Limit of Liability.
- 13.3. **Indemnification for Erroneous Winnings:** Licensor shall indemnify and hold harmless Licensee and each of its respective successors, assigns, for Erroneous Winnings. For the purpose herein, **"Erroneous Winning(s)"** means a payment to End Users of Casino Winnings as a result of a malfunction of the Licensed Software, and solely to the extent that, as determined in accordance with the Big Win Notification process (as defined below). Notwithstanding anything herein, in the event of an actual Erroneous Winning or where either Party believes that an Erroneous Winning may have occurred, Licensee shall mitigate its losses, including (to the extent possible) by suspending or removing from play any such Game immediately after either Party becomes aware of, or is notified of, any suspected or actual malfunction.
- 13.4. Immediately following Licensee's discovery of, or receipt of notification of a Big Win and prior to any payment to End User of such Big Win, Licensee shall notify Licensor (but no later than 1 business day after such discovery or notification) in order for Licensor to determine whether the Big Win reported is due to a malfunction in the Game, and has resulted in an the award of Erroneous Winnings (**"Big Win Notice"**). Licensor shall, within 3 business days of receiving such Big Win Notice, notify Licensee if the Big Win was a result of an Erroneous Winning and shall provide Licensee with its written approval or disapproval of any payment of the Big Win to the End User (the **"Erroneous Winning Notification"**, and the **"Approval"** or **"Disapproval"**, respectively).
- 13.5. **"Big Win"** means any award notified to an End User resulting from the Games which either: (i) exceeds EURO 15,000 or (ii) a single win or a series of winnings that, acting reasonably, would identify an unregular betting pattern or, be deemed to be due to a defect or error in the Game which may result in an Erroneous Winning.
- 13.6. Notwithstanding the foregoing, Licensor shall not be liable for any such Erroneous Winning to the extent that: (i) Licensee has failed to inform Licensor of any such Erroneous Winning, suspected defect or error which may result in such erroneous payment upon becoming aware of such defect and/or error; (ii) Licensee could have mitigated its losses; (iii) such funds have been withdrawn by the End User from its account and were accessible to Licensee upon Licensee becoming aware of such erroneous payment; or (vi) Licensee has failed to timely provide Licensor with such Big Win Notice.. In the event that Licensor has given its prior written Approval for an order or payment to an End User which after such Approval was found to be erroneous due to a defect in the Licensed Software, Licensor shall indemnify Licensee for the payments made to End Users as a result of such defect, subject to the limitation of liability under Section 12.3.
- 13.7. Nothing in this Section 13 shall be deemed to limit either Indemnified Licensor's or Indemnified Licensee's right to pursue any other remedy it may have in connection hereof, either in contract, law and/or equity.

14. ANNOUNCEMENTS

Neither Party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other Party.

15. PROMOTION AND MARKETING

- 15.1. Both Parties shall act in good faith in order to optimize the promotion and marketing of the Software, for both Parties benefit.

16. MISCELLANEOUS

- 16.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matters hereof.
- 16.2. Relationship of Parties. This Agreement does not create any relationship of agency, partnership, joint venture, or employment between the parties. Licensee and Licensor enter into this Agreement as independent contractors.
- 16.3. Rights of Third Parties. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
- 16.4. Amendments; No Waivers. This Agreement and any provision therein may be amended solely by a written instrument signed by both parties hereto. No failure or delay by either party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 16.5. Survival. The provisions of Sections 4, 7.3, 8, 9, 10.4, 12, 13, 16.3, 16.5, 16.9, 16.10 16.12 and **Schedule D** to this Agreement shall continue in full force and effect and shall survive the termination or expiration of this Agreement for any or no reason.
- 16.6. Expenses. Each party shall bear its own respective costs and expenses related to this Agreement.
- 16.7. Data Protection. Licensee hereby undertakes to comply with any applicable Data Protection and privacy requirements insofar as the same relates to the provisions of this Agreement. The Parties undertake to execute and comply with the Data Processing Agreement annexed hereto at **Schedule D**.
- 16.8. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement may not be assigned by either Party without the express prior written approval of the other, and any such attempted assignment will be void and of no effect.
- 16.9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with Curacao law. The parties hereto irrevocably agree that the courts of Curacao shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement. The parties hereto irrevocably waive any claim that any proceedings in the Curacao courts under this Section 16.9 have been brought in an inappropriate forum.
- 16.10. Severability. If one or more provisions of this Agreement is held to be unenforceable under applicable law, such provision shall be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- 16.11. Captions. The captions herein are included for convenience of reference only and are to be ignored in the construction and interpretation of this Agreement.
- 16.12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given upon actual delivery if and when delivered personally or by a commercial delivery service, or ten (10) days after being mailed by registered or certified mail (return receipt requested) or one (1) Business Day after being sent via facsimile or by e-mail (with confirmation of receipt) at the addresses first set forth above, or at such other address of a party as shall be specified by such party in a written notice

delivered by such party to the other party in accordance with this Section 16.12. A “**Business Day**” shall mean any day not falling on a Saturday, Sunday or any Public Holiday in Curacao.

16.13. Counterparts. This Agreement may be executed at one or more times and in any number of counterparts.

IN WITNESS WHEREOF, the parties hereto have set their hands, and executed this Agreement by their duly authorized officers, as of the Effective Date.

DocuSigned by:

Virae Management B.V.

F649DC8C2C4144A...

Interactive Global Entertainment B.V.

By: Virae Management B.V.

Title: Managing Director

Date Signed: 31 October 2023 | 11:48 PM GET



Sunflower Seed B.V.

By: Eli Hassett

Title: Director

Date Signed: 2 November 2023

Schedule A

SOFTWARE DESCRIPTION AND SPECIFICATIONS

The Software shall be provided with English language. The Software shall consist of the following Games, which are all available on Licensor's website and any other games which Licensor may make available from time to time upon prior written notice to Licensee.

A. Casino Standard Games

The Software will feature a list of games designated as “**Casino Standard Games**” on the Licensor's website or such replacement or other games designated by Licensor from time to time.

Schedule B

SOFTWARE LICENSE FEES

A. License Fees

The License Fees shall be payable by Licensee to Licensors as follows. The Fees to Licensors shall be without deductions for any set-offs for any liability incurred to Licensee, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated.

Commencing on the Commercial Launch Date of the Licensed Software on the Licensee's Website and thereafter, Licensee shall pay each month the following Software License Fees to Licensors, calculated as a percentage of the monthly NGR generated by Licensee from the use of the Licensed Software, as follows:

- **Seven percent (7%)**, plus any applicable Value Added Tax (VAT), of the monthly NGR generated by Licensee from the Casino Standard Games.
- There will be no negative loss carryovers from month to month.
- To avoid any ambiguity, the applicable percentage shall be calculated monthly from the NGR generated by the Licensee as set forth exclusively by the reports provided by the Licensors.

B. Payment Terms

Licensors shall invoice Licensee the License Fees on a monthly basis within five (5) days of the end of each calendar month. Licensee shall pay to Licensors each invoice within no more than fifteen (15) days following the end of the calendar month for which such invoice was issued. All payments under this Agreement shall be made in Euros. Should Licensee fail to make any payment in full on the due date pursuant to this Agreement, then, without limiting any of Licensors' other rights and remedies in such event, the amount due shall carry interest at the rate of five percent (5%) per annum above the base rate of Barclays Bank Plc from time to time, accruing on a daily basis from the due date until the date of actual full and complete payment, whether before or after judgment, and compounded monthly.

The Software License Fees due to Licensors exclude all taxes (including Value Added Tax, where applicable), charges, duties, fees, excises and/or tariffs (the "**Taxes**") and all Taxes shall be paid solely by the Licensee to the extent they shall apply at the rate prevailing at the same time as paying the Software License Fees.

If any deduction or withholding is required by law, Licensee shall pay Licensors such sum as will, after the deduction or withholding has been made, leave Licensors with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. If Licensee is required by law to make a deduction or withholding, Licensee shall, within five (5) Business Days of making the deduction or withholding provide a statement in writing showing the gross amount of the payment, the amount of the sum deducted and the actual amount paid.

C. REPORTS

Within five days of the end of each calendar month, Licensors shall provide Licensee with-or, if applicable, procure the provision to Licensee of- a report with respect to the immediately preceding calendar month, specifying the following:

- The total revenues, winnings paid to End Users, and the NGRs pertaining to and generated from Licensee's Online Gaming Platform by means of the Licensed Software; and
- A calculation of the Software License Fees in respect of the immediately preceding calendar month.

Schedule C

KYC REQUEST WILL BE SENT TO YOU SEPARATELY WITH ALL INFORMATION AND SUPPORTING DOCUMENTATION.

Schedule D
Data Processing Agreement

This Data Processing Schedule forms part of the Software License Agreement (the “**Principal Agreement**”), including any amendments or renewals thereof, as applicable. This Data Processing Schedule is effective as from the Effective Date of the Principal Agreement.

These terms are designed to ensure that processing carried out by the Licensor acting as a data processor (the “**Data Processor**”) on the Licensee’s behalf, who is acting as the data controller (“the “**Data Controller**”) meets all the requirements of the General Data Protection Regulation (EU) 2016/679 and other relevant and applicable data protection laws.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Agreement, the following words and expressions will have the following meanings:

“Applicable Law/s”	shall mean the relevant data protection and privacy laws to which the Parties are subject in the Parties’ relevant jurisdictions, including but not limited to the GDPR (as defined herein) and subsidiary legislation thereto, and other EU data protection laws in force and enforceable in EU Member States, as may be amended, replaced or superseded from time to time;
“Confidential Information”	shall mean any information relating to the Parties’ Personal Data, customers, clients, prospective customers, employees and any other Data Subjects, and all other information relating to the Parties’ business affairs including any trade or professional secrets, know-how and any information of a confidential nature imparted by one Party to the other as part of this Agreement or coming into existence as a result of the Parties’ obligations, whether existing in hard copy form, in electronic form or otherwise, and whether disclosed orally or in writing.
“GDPR”	shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
“Personal Data”	means the Personal Data (as defined under the Applicable Law) being Processed from time to time pursuant to the terms of this Agreement, including as is more particularly described in Annex 1 to this Agreement.
“Sub-Processor”	means any third party appointed by the Data Processor in accordance with this Agreement.

“Supervisory Authority” means the relevant supervisory authority with jurisdiction over the Processing of the Personal Data and which is responsible for enforcing compliance with the Applicable Laws.

References to “Data Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Process”, “Processed”, “Processing”, “Data Protection Officer” and “Data Processor” have the meanings set out in, and will be interpreted in accordance with such Applicable Laws.

2. SCOPE

The Data Processor is hereby being appointed to Process Personal Data on behalf of the Data Controller, for the purpose of providing the Software (as defined in the Principal Agreement).

3. OBLIGATIONS OF DATA PROCESSOR

Insofar as the Data Processor processes Personal Data on behalf of the Data Controller in its capacity as a Data Processor, it shall:

- (i) Process the Personal Data only in accordance with this schedule and Applicable Law(s);
- (ii) not Process the Personal Data other than on the prior written instructions of the Data Controller and solely for the purposes provided in Annex 1, unless Processing is required by Applicable Law to which the Data Processor is subject to, in which case the Data Processor shall inform the Data Controller without undue delay of that legal requirement. Annex 1 to this schedule sets out all the instructions by the Data Controller to the Data Processor for the Processing of the Data Controller’s Personal Data. The Data Controller may not make any amendments to the purposes of Processing in Annex 1 without prior mutual agreement in writing between the Parties;
- (iii) upon the written request of the Data Controller, and in so far as this is technically or legally possible, assist with appropriate technical and organisational measures (taking into account the nature of the Processing) for the fulfilment of the Data Controller's obligations to respond to requests from Data Subjects for access to, rectification, erasure or portability of Personal Data or for restriction of Processing or objections to Processing of Personal Data; it being understood that the Data Processor has no obligation to respond to any such data subject requests, unless expressly required by law; and
- (iv) give the Data Controller such assistance as it reasonably requests, and which the Data Processor is reasonably able to provide, aimed at ensuring compliance with the Data Controller’s own security, Personal Data Breach notification, impact assessment, Supervisory Authority consultation obligations under the Applicable Law, and any other obligations under the Applicable Law, taking into account the information and means available to the Data Processor.

4. AUDIT AND INSPECTION BY THE DATA CONTROLLER

- 4.1 Subject to clauses 4.3 and 4.4 and to the extent permitted by the Applicable Law, the Data Processor shall, at the expense of the Data Controller, make available to the Data Controller such information in relation to the Personal Data as the Data Controller reasonably requests and the Data Processor is reasonably able to provide.
- 4.2 The Data Processor will further, subject to any relevant and applicable confidentiality obligation, and at the expense of the Data Controller, provide the Data Controller with access to any Personal Data relating to the performance of the Principal Agreement and assist with such audits, including inspections, reasonably requested

by (or on behalf of) the Data Controller (and its internal or external auditors (the “Auditor”)) to undertake the verification that the Data Processor complies with its obligations under this Agreement.

- 4.3 The Data Controller is entitled to conduct a visit or audit under clause 4.2 at the Data Controller’s expense. In such case, the Data Processor may request a prior written notice of at least seven (7) business days from the Data Controller before conducting such audit. Further, the Data Controller will be required to use (and ensure that its Auditors use) its best endeavours to avoid (or minimise) causing any damage, injury or disruption to the Data Processor’s premises, equipment, personnel and business while the personnel of the Data Controller, or its Auditors are on the Data Processor’s premises in the course of such an audit or inspection. The Data Processor has no obligation to give access to its premises for the purposes of an audit or inspection: (i) to any individual unless he or she produces reasonable evidence of identity and authority; or (ii) for the purpose of more than one audit or inspection in any calendar year except in case of suspected fraud; or, (iii) if by doing so, the Data Processor breaches its statutory or regulatory or contractual duties, an order of a competent court or other authority applicable to the Data Processor.
- 4.4 For the avoidance of doubt, clauses 4.1 and 4.2 will not require, nor be deemed to require, the Data Processor to disclose to the Data Controller and/or its Auditors information of any kind previously disclosed to, or otherwise held in confidence by the Data Processor on behalf of any of its other clients or business partners or other person in any capacity whatsoever (the “**Protected Information**”). The Data Processor may, in its sole discretion, refuse access to the Controller and/or its Auditors to any systems (including databases or servers) and files belonging to, or used by the Data Processor and containing such Protected Information, documents or any other data, if and to the extent that it is impossible or impracticable for the Data Processor to grant access to such systems without compromising the protection, confidentiality or security of the Protected Information.

5. OBLIGATIONS OF THE DATA CONTROLLER

The Data Controller:

- (i) shall be responsible for ensuring that it complies at all times with any and all obligations which it may have under the Applicable Laws and shall determine the purpose and means of Personal Data Processing;
- (ii) shall remain ultimately liable towards its own Supervisory Authority and/or any other competent authority for the Processing of Personal Data;
- (iii) shall remain fully responsible to inform its officers, directors, partners, managers, employees, investors, agents or any other Data Subjects whose Personal Data was transferred to the Data Processor under the Principal Agreement about the Processing by Data Processor of the Personal Data relating to them, as well as about the rights available to them under Applicable Laws;
- (iv) shall remain responsible to: (a) protect the Data Subjects’ rights pursuant to the Applicable Law; (b) provide adequate information to the Data Subjects about the Personal Data, and, (c) obtain their consent, if necessary or required, in line with the Applicable Law;
- (v) shall ensure that the Personal Data is Processed in a fair and lawful manner in conformity with all the provisions and obligations provided by the Applicable Law and warrants and represents that its Processing instructions given to the Data Processor shall not violate any Data Subject rights; and,
- (vi) warrants and represents that, to the extent required by the Applicable Laws, all relevant Data Subjects have consented to the disclosure of Personal Data (or categories of Personal Data) to be disclosed to the Data Processor

in accordance with this Agreement, and all relevant Data Subjects have been provided with the information required in accordance with the Applicable Law.

For the avoidance of doubt, the foregoing is without prejudice to the Data Processor's obligations under Applicable Law and this schedule.

6. DURATION AND TERMINATION OF THE AGREEMENT

- 6.1 This Agreement shall remain in force for as long as the Data Processor Processes Personal Data on the instructions of the Data Controller or until the Principal Agreement expires or terminates, whichever is later.
- 6.2 Subject to clause 6.3, upon termination of this Agreement, Data Processor shall, as soon as reasonably practicable on receipt of a prior written request from the Data Controller, destroy or return to the Data Controller (at the Data Controller's election) any of the Personal Data Processed as agreed in this Agreement which is in the Data Processor's possession or under its control, and at the Data Controller's cost and expense. If, within thirty (30) days from termination of this Agreement according to Clause 6.1, the Data Controller does not submit a written request to the Data Processor to destroy or return the Personal Data in line with this Clause 6.2, the Data Processor shall destroy the Personal Data without any further notice.
- 6.3 The Data Processor will not be required to destroy or return the Personal Data Processed as agreed in this Agreement which the Data Processor is required to retain in accordance with any laws, regulations, and regulatory guidance applicable to the Data Processor or any of its affiliates, orders imposed on the Data Processor or an affiliate of the Data Processor by a competent judicial, governmental, regulatory or similar body, or that the Data Processor may have determined (to the extent permitted by law) to be necessary to protect and enforce its rights under the Principal Agreement.

7. TECHNICAL AND ORGANISATIONAL MEASURES

Data Processor shall implement and maintain all necessary technical and/or organisational measures as required by the Applicable Law (such as, for instance, the ability to ensure the confidentiality, integrity, availability and resilience of Processing systems and services, the ability to restore the availability and access to Personal Data in a timely manner in the event of a Personal Data Breach, a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing) to ensure the protection of the Personal Data Processed from any accidental or unlawful destruction, loss, deterioration, unauthorised disclosure or access and any other unlawful form of Processing or Personal Data Breach.

8. CONFIDENTIALITY

- 8.1 The Parties shall procure that all Confidential Information disclosed by any one Party to the other Party under this Agreement or which may at any time during the term of this Agreement come into the other Party's knowledge, possession or control as a result of this Agreement, shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this Agreement and shall not be disclosed to any third party without the consent of the other Party, to the extent permitted by law.
- 8.2 The Parties and their principals, agents, contractors, employees, processors and/or Sub-Processor, are only entitled to Process Confidential Information in the performance of this Agreement.
- 8.3 The Parties shall procure that their principals, agents, contractors, employees, processors and/or Sub-Processors are made aware of and agree to comply with the obligations contained in this Agreement regarding the Personal

Data, and this confidentiality clause, and that they shall take all reasonable steps to ensure that their principals, agents, contractors, employees, processors and/or Sub-Processor to whom the Personal Data is made available, shall comply with such obligations in carrying out the services in the Principal Agreement.

- 8.4 For the performance of the obligations in relation to this Agreement, the Parties shall only appoint such principals, agents, contractors, employees, processors and/or Sub-Processors who are informed about all relevant data privacy obligations and who are instructed to comply with the confidentiality undertakings under this Agreement prior to performing their duties.
- 8.5 The Parties shall regularly train their employees to comply with their data protection and contractual obligations incumbent on them in this Agreement and in the Applicable Laws.
- 8.6 This clause shall survive termination of this Agreement.

9. PERSONAL DATA BREACHES AND REPORTING

- 9.1. Data Processor shall notify in writing the Data Controller, without undue delay, upon the Data Processor or any Sub-Processor becoming aware of any actual or suspected Personal Data Breach, including but not limited to, unauthorised, accidental or unlawful destruction or loss, damage, alteration, unauthorised disclosure or access to Personal Data stored or otherwise Processed, and against any and all other unlawful forms of Processing (the “**Data Breach Notice**”).
- 9.2. Data Processor shall provide the Data Controller with a written report on any and all information necessary in relation to the Personal Data Breach (the “**Data Breach Report**”), including:
- (i) a description of the nature of the Personal Data Breach including, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
 - (ii) a communication of the name and contact details of the Data Protection Officer of the Data Processor or other contact point where more information can be obtained;
 - (iii) a description of the likely consequences of the Personal Data Breach;
 - (iv) a description of the measures taken or proposed to be taken by the Data Processor to address the Personal Data Breach, including measures to mitigate its possible adverse effects;
 - (v) a description of the initiatives undertaken or to be undertaken by the Data Processor to safeguard against future security Personal Data Breaches.
- 9.3. Where the Data Processor cannot provide the Data Breach Report at the same time as the Data Breach Notice, it shall without undue delay provide reasons in writing to the Data Controller for the delay and seek to provide the Data Breach Report without undue delay.

10. SUB-PROCESSORS

- 10.1 The Data Controller hereby authorises the Data Processor to delegate the Processing of Personal Data to Sub-Processors.

- 10.2 The Data Processor shall enter into a written sub-processing agreement with the Sub-Processor and shall ensure that the Sub-Processor shall accept the data protection obligations which are substantially the same as those undertaken by Data Processor under this Agreement.
- 10.3 The Data Processor will remain liable towards the Data Controller for any acts and omissions of the Sub-Processor in terms of Clause 12.

11. CROSS-BORDER TRANSFERS OF PERSONAL DATA

The Parties agree that should there be any transfer of Personal Data outside the EU/EEA then the standard contractual clauses established by the Commission Implementing Decision (EU) of 4.6.2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as may be amended or superseded from time to time, shall be entered into by the Parties as an Appendix to this Agreement.

12. INDEMNITY

- 12.1 The Parties' liability for damages as a result of this Agreement is, unless expressly stated in this Agreement, subject to the same limitations of liability as set forth in the Principal Agreement, which shall apply equally to this Agreement. In case of multiple claims for damages under this and the Principal Agreement, such liability shall be cumulative in relation to the maximum liability between this Agreement and the Principal Agreement.
- 12.2 Should the Data Processor incur any damages or become subject to any cost or third party claims as a consequence of its due performance of its obligations as Data Processor in relation to the Personal Data Processed in accordance with this Agreement, the Data Controller shall indemnify the Data Processor from all such claims, costs or damages including legal fees that may arise as a consequence thereof without any limitation of liability set forth in this Agreement, including section 12.1, or elsewhere.
- 12.3 If the Data Controller's Processing instructions are not supported by the services or conflicts with any other part of the Principal Agreement and such instructions mean that the Data Processor will incur further costs to comply, the Data Controller shall compensate the Data Processor in respect of all such costs.

Annex 1- Data Protection Particulars**Details of Processing of Personal Data**

Description of types of Personal Data being Processed	IP address, location data, username ID, cookies; device fingerprint game/financial transactions related to the casino services other information relevant to the end-user
Description of categories of Data Subjects whose data is being Processed	Data subjects include End Users.
Purpose of the data Processing	Fulfilling obligations under the Principal Agreement and for compliance with applicable laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of this Agreement
Description of the types of data Processing involved	IP address, location data, username ID, cookies; device fingerprint game/financial transactions related to the casino services other information relevant to the end-user

Schedule E

Service Level Agreement

This service level agreement ("SLA") is attached to and made a part of the Agreement and states the service levels by which the Licensor will deliver to Licensee.

1. Definitions

The following terms shall have the meanings given below. Capitalized terms used herein but not specifically defined herein shall have the meanings attributed to such terms in the Agreement.

"**Critical Defect**" means the Games are non-functional or a major portion of them is essentially unusable.

"**Defect Category**" means the categorization of a Defect as Urgent, Critical, Major, Medium or Minor Defect.

"**Defect Correction**" means either a bug fix, patch, or other modification or addition that brings the Games into conformity.

"**Emergency Maintenance**" means any maintenance resulting in the unavailability of the Games and/or Online Gaming Platform for which the Licensor provides the Licensee with fewer than twenty-four (24) hours' prior notice, including no prior notice.

"**Major Defect**" means a Defect that materially adversely affects the Online Gaming Platform and/or Games (but not amounting to a Critical Defect).

"**Medium Defect**" means the Games are partially usable, or their functions, features and/or elements are seriously affected.

"**Minor Defect**" means minor service-affecting incidents having a minor effect on the functions and/or features of the Games; any Defect which is not a Critical Defect, Major Defect or a Medium Defect will be considered a Minor Defect.

"**Scheduled Maintenance**" means any maintenance resulting in the unavailability of the Games for which Licensor has provided Licensee with a twenty-four (24) or more hours' prior notice.

"**Technical Support Services**" means the services to be provided under this SLA.

"**Workaround**" means actions and procedures, which circumvent or overcome the impact of the Defect. Workarounds may not provide a final and full solution to the Defect.

2. Supply of Technical Support Services

2.1. During the Term, Licensor hereby undertakes to supply the Technical Support Services to Licensee, in compliance with the provisions of this SLA and with applicable professional and industry standards, in order to maintain the Games operational and to enable End Users to use the Games throughout the Term as provided herein.

2.2. Licensor will appoint a Technical Account Manager ("**TAM**"), who shall have the following roles and responsibilities:

- Act as the single point of contact for all issues concerning Technical Support Services;
- Be responsible for providing status reports of open service tickets and for following up on open issues; and
- In case the TAM cannot provide the required information or assistance Licensor will ensure that an authorized substitute provides the required information or assistance on behalf of the TAM.

- 2.3. Licensor will operate a helpdesk, which will receive all Defect reports and service calls. The helpdesk will be available 24 hours a day, 365 days a year. The helpdesk may be contacted by telephone or by e-mail, as follows:

1st tier contact – office hours Monday to Friday 8am - 6pm during Business Days:

Email addresses:

support@rubyplay.com
ittai.zur@rubyplay.com
ian.dimech@rubyplay.com
oleg.budar@rubyplay.com

Phone numbers:

+972 54 312 25 05
+356 7923 9988
+380 93 981 12 71

2nd tier contact – outside the office hours set out above:

Email addresses:

support@rubyplay.com
ittai.zur@rubyplay.com
ian.dimech@rubyplay.com
oleg.budar@rubyplay.com

3. Technical Support Services Free of Charge

All Technical Support Services to be provided under this SLA shall be provided free of charge and free of any other costs and expenses.

4. Invoking Technical Support Services

- 4.1. Upon detection of any Defect in the Games, or where Licensor notifies Licensee of any Defect in the Games, Licensee shall contact Licensor's helpdesk by telephone/e-mail, or any other agreed communication format notified in advance, using the contact details set out in Section 2.3 above.
- 4.2. Licensor shall provide Licensee with a report of the Defect, including its assessment of whether it is an Urgent, Critical, Major, Medium or a Minor Defect and any additional relevant information pursuant to the table set forth below in Section 5.
- 4.3. Upon receipt of such report, the specialist of Licensor on call shall:
 - a) log the Defect to a dedicated system, to which all Defects are to be logged. The log will include all relevant information, such as the identity of the person reporting the Defect, the Defect Category, the time the Defect occurred and the time the Defect has been logged into Licensor's system. All actions taken and decisions made with regard to the handling of a Defect shall be logged, including the time the action or decision is made. The status of each Defect and the manner in which it is being handled may be viewable by Licensee through a web interface.
 - b) continuously monitor the status of the report.

5. Defect Solution

The following Workaround and resolution times shall apply:

Priority	Impact	Response Time	Time to Resolution and/or Workaround
Urgent defect	Critical impact on revenue or Critical impact to operation examples:	Within 10 minutes	work shall commence immediately and

	• No End Users can play any Game • RTP violation • All Games are unavailable • Errors in wallet calls (unable to process ALL bets) • Environments unavailable • Security or data breach • Critical services are unavailable for example: ✓ BO down ✓ APIs are not responding ✓ Database is blocked / unavailable / down / full ✓ etc		continue until Defect Correction occurs
Critical defect	Critical disruption to the operation or revenue that has a temporary work around; BO reports data has a mismatch; Several Games are down; or API calls are failing sporadically.	Within 30 minutes	Within 7 days
Major defect	Disruption to some operations, including potential revenue lost. For example: • single or a few End Users cannot play due to a very specific reason like availability of resources in a specific region; • reports loading time is slow	Within 60 minutes	Within 30 days
Medium defect	Software or logical bug with some impact on End Users' experience	Within 60 minutes	Within 90 days
Minor defect	Software or logical bug with no impact on End Users' experience	Within 12 hours	Within 6 months

6. Availability

- 6.1. The Availability of the Games shall be no less than 98% during each calendar month (commencing on Monday at 00:01 GMT); where the Games shall be considered as unavailable during any Critical, Major or Medium Defect. The 98% availability of Technical Support Services shall not apply to any Defect of either priority, caused, in whole or part, by any of the following: (i) Emergency Maintenance and Scheduled Maintenance; (ii) a Force Majeure Event; (iii) DDOS, or any other event not within Licensor's reasonable control; (iv) a failure in local access facilities connecting the Licensee to the network; (v) a failure of the equipment or hardware not supplied by Licensor under the Agreement; (vi) any act or omission of the Licensee or any of the Licensee's third party (including but not limited to, Licensee's agents, contractors or vendors); (vii) cloud downtime; or (viii) Licensee's negligence or willful misconduct.
- 6.2. Any maintenance (planned or unplanned), where the Games are unavailable, shall be excluded from the calculation of the 2% downtime referred to in Section 6.1.
- 6.3. Without derogating from the other provisions of this Section 6, Licensor will use its best endeavors to ensure that the Scheduled Maintenance periods shall occur at times when there are likely to be fewest End Users accessing the Games. In addition, any Scheduled Maintenance shall be informed in writing by Licensor to Licensee at least 72 (seventy-two) hours in advance.
- 6.4. Upon reasonable request by Licensor, internal processes for response to Defect reports will be measured and reported by Licensor and provided to the Licensee.

- 6.5. As services and technologies change, the appropriate Service Levels and associated means of monitoring may change. When updates are deemed necessary by Licensor, Licensor will ask the Licensee to review and approve any such changes in writing, such approval not to be unreasonably conditioned, delayed or withheld by the Licensee and the same shall be regarded as an amendment to this Agreement.
- 6.6. If a Defect is not solved within the Response and Resolution Time Service Levels set out in this SLA, the Licensor's service team will track the Defect until it is resolved.