


**MASTER AGREEMENT - AGREEMENT No: 06102023-BP**

THIS AGREEMENT is made on the 06<sup>th</sup> day of October 2023.

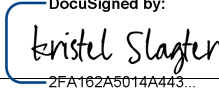
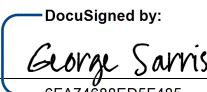
Between **HOSTING B2B LTD** a limited liability company, duly organized according to the Laws of Cyprus, with registration number HE410139, having its registered office at Stratigou Timagia Avenue 18, Omega Business Center 2nd Floor 6047 Larnaca Cyprus (hereinafter called "Service Provider", "HostingB2B") which expression shall include the executors, administrators, successors or assignees of the one part.

AND

**Blue Pepper B.V.** a limited liability company registered in Curaçao with Registration Number 146398 and registered address Villa Park Rooi Catootje 6, Curaçao (hereinafter called "Client"), which expression shall include the executors, administrators, successors or assignees of the other part

By signing the below, the Client and the Service Provider agree that both parties have received, read and understand the general terms and conditions defined in this Master Agreement as well as those in the annexes identified in the table below and attached to this Agreement ("Appendixes" and "Appendix" shall be construed accordingly) and agree to be bound by the terms of all such documents.

| Contract Document                                | Appendix |
|--------------------------------------------------|----------|
| Service Order Form                               | A1       |
| Data Center Hosting Terms & Conditions           | A2       |
| Hardware Asset Lease Terms & Conditions          | A3       |
| Specific Terms for Online Gaming/Betting Clients | A4       |

| Blue Pepper B.V. |                                                                                                                                                           | HOSTING B2B LTD |                                                                                                                                                             |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name             | Kristel Slagter                                                                                                                                           | Name            | George Sarris                                                                                                                                               |
| Designation      | Director                                                                                                                                                  | Designation     | Director                                                                                                                                                    |
| Signature        | <small>DocuSigned by:</small><br><br><small>2FA162A5014A443...</small> | Signature       | <small>DocuSigned by:</small><br><br><small>6FA74688ED5F485...</small> |
| Date             | 10/13/2023                                                                                                                                                | Date            | 10/13/2023                                                                                                                                                  |

**WHEREAS:**

Service Provider deals with, amongst other things, the rental of space on the internet (hosting), which space it manages and/or uses and/or sub – rents, the provision of internet services and the provision of dedicated servers.



**NOW THIS AGREEMENT WITNESSETH as follows:**

1. Service Provider agrees to provide Internet & Hosting Services to the Client and the Client agrees to buy and accept such services from Service Provider.
2. Client agrees that Service Provider's internal measurements establish the eligibility for any applicable Performance Credit. In the event that Client determines that a discrepancy in such measurement exists, Client shall promptly notify Service Provider, and Service Provider and Client will mutually agree upon the validity and accuracy of the measurement, and upon Client's eligibility for any applicable Performance Credits.

**3. Definitions**

**Server Port Monitoring** is defined as the dedicated server participation in the monitoring of services via standard TCP/IP ports. Server Port Monitoring is performed every five minutes and a failure is defined immediately after a monitor trip for the first time. In the event of a failure if no communication is made with the Technical Support Department the procedures outlined will be performed. It is the responsibility of Client to define the action to perform (QRR) in the event of a failure. This service includes up to eight Port/Services/Daemons that can be monitored in this way.

**Standard Network Based Security** is defined as the overall core network security that Service Provider provides. This security is provided on the network level and includes secure router configurations, frequent network scans, and overall knowledge of maintaining a secure network. This service does not imply any server-based security, firewalls, DDOS/Attack protection on the server level, or Anti-Virus/Spyware based protection.

**Resource Monitoring** is defined as the addition of a dedicated server to our application-based monitoring system. The monitoring application will monitor the overall disk space, processor utilization, and memory usage with notification when thresholds are exceeded. This service is customized on a per server basis and requires the submission of a "Monitoring Configuration/Procedure" template.

**Hardware Based Firewall Protection** is defined as the inclusion of a hardware-based firewall for protecting your server. Firewalls increase security and, when properly configured, will prevent certain disasters from occurring. With this service our administrators will configure and maintain a firewalled routing perimeter for the server in question. This service is per request at additional pricing.

**Service Provider Network ("HostingB2B Network")** is defined as the equipment, software, and facilities within the Service Provider critical network segments, including Service Provider contracted connectivity services to which the Service Provider hosting environments are connected and are collectively utilized by Service Provider to provide dedicated and co-location services.

**Service Availability** is the total time in a calendar month that the Hosting B2B critical network segments are available through the Internet, provided that Client has established connectivity. Service Provider takes responsibility for the Service Availability within its immediate routing perimeters and cannot be held liable for problems directly related to an upstream bandwidth provider. The Service Provider critical hosting environments will be available to Client free of complete (minor latency notwithstanding) environment-wide outages for 100% of the time in any given month.



**Service Downtime** is any unplanned interruption in Service Availability during which Client is unable to access the services, provided the interruption is determined to have been caused by a problem in the immediate Service Provider network segment as confirmed by Service Provider. Service Downtime is measured as the total length of time of the unplanned interruption (complete network outage) in Service Availability during a calendar month. Service Provider provides direct support and expertise in any software it directly provides, while any unplanned outages due to third-party software failure are the direct responsibility of the software publisher/third-party provider, not Service Provider.

**Scheduled Service Downtime** is any Service Provider interruption of Services. Scheduled Service Downtime occurs during a Service Provider standard server maintenance window, which occurs in conjunction with a 24-hour notice to Client via electronic communication. Said downtime is coordinated with Client to the best of Service Provider abilities as to align the window of maintenance with Client's explicit wishes.

**Monitoring Service** is the service that the Service Provider provides in order to analyze availability of TCP/IP based services and applications through its internal monitoring system. To participate in this, Service Provider must have valid, administrative access to repair the server in the event of a service or operating system failure.

**Billable System Administration** is operation, configuration, performance tuning, security configurations, and any interaction with the operating system or software installed on the server in question that is not already provided within the Server Management plan of the server in question.

#### 4. Service Exclusions

**4.1.** This Agreement does not cover Service Downtime caused by problems in the following:

- Client's local area network.
- Client-provided Internet connectivity or end-user software.
- Entities inside Client's internal network including, but not limited to, firewall configuration and bandwidth shaping, local area workstations, or other servers, equipment, and software that have a potential bearing on the local networking environment.
- Any predetermined Scheduled Service Downtime.
- Any problems beyond the immediate Service Provider network segment.

Any interruptions, delays or failures caused by Client or Client's employees, agents, or subcontractors, such as, but not limited to, the following:

- Inaccurate configuration.
- Non-compliant use of any software installed on the server.
- Client initiated server over-utilization.
- Any problems related to attacks on the machine such as hacking, bandwidth-based attacks of any nature, and service or operating system exploits.
- Problems associated with Operating System, Software, or Applications.

#### Server Hardware for Dedicated Servers

**4.2.** Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included under the server lease. This guarantee excludes the time required to rebuild a raid array.

**4.3.** Hardware Replacement Guarantees and service levels are defined as applying to servers less than 24 months in production and apply to only the Dell PowerEdge line of servers.



**4.4.** Restoration is defined as returning the server to its original configuration, as per the date the server first went live on the network. If hardware failure causes corrupted operating system, data files, or damaged service configurations, Service Provider will restore the system to its original state however possible.

**4.5.** Hardware Upgrades: - The cost of the hardware peripherals at the time of ordering the server & on subsequent upgrades would be different. A once-off setup fee will be applicable in all cases.

**4.6.** Service Provider is not responsible for the restoration of data to server. If hardware failure is experienced and subsequent data loss occurs, Client is ultimately responsible for data restoration. Service Provider shall not be liable for loss of data under any circumstances.

**4.7.** Service Provider does not take responsibility for the overall security of servers. If servers are compromised in any way, Service Provider reserves the right to immediately audit the server. Our Budget, Mid-Range and High-Range dedicated service plans receive monthly security auditing, per request, as part of our overall Server managed services program but security is the responsibility of Client. Service Provider reserves the right to cancel service if servers are compromised via the implementation of weak password schemes, elderly backend application content and scripting, or via other blatant disregard to simple security measures. A fee of 75.00EUR plus VAT per hour will be incurred in respect to any security related work performed due to any such server being compromised by negligence on the part of the server owner.

**4.8.** Server Migration: - If Client wishes to migrate from one dedicated server to another dedicated server, a notice period of 30 (thirty) days must be provided. The old server will be canceled and a new server order has to be placed. Data migration will commence only after both formalities have been completed. There won't be any charges for the data migration if the migration is done from one server of Service Provider's network to another server within the same network. Client charges are applicable for data to be moved onto the Service Provider's servers. Charges will be applicable on a per-case basis.

## Terms of Service

### 5. Service Cancellation

Requests for renewal cancellation must be submitted to [billing@hostingb2b.com](mailto:billing@hostingb2b.com) 30 (thirty) days prior to the Agreement's Renewal date. The notice has to be sent from the registered email address of the hosting account in Service Provider's records. In the event that the Client requests termination of this agreement earlier than the Duration mentioned in APPENDINX A1, the Client is required to cover all fees for the remaining period of this Agreement's Duration. Such payment shall be made by wire transfer to a bank account designated by HOSTING B2B LTD.

### 6. Terms of Payment

Payment by Client to Service Provider for the provision of services as stated herewith shall be made under the following terms:

It is agreed and understood that the time of payment herein specified is of the essence to this Agreement and payment of the above a fundamental term thereof, Service Provider having the right (but not the obligation) in the event of any payment of the above installments falling in arrear beyond a period of grace of 7 (seven) days from the date on which any such installment should have been paid (whether or not formally demanded) to consider the said default by Client as breach of contract.



## 7. Payment

Establishment of this service is dependent upon receipt by Service Provider of payment of stated charges. Subsequent payments are due on a reoccurring date that coincides with the date of signup. The accepted methods of payment are PayPal, Credit Card, and Wire transfer. The client is responsible for any additional transaction fees that coincide with any payment methods. Service Provider reserves the right to deny Client the use of a specific payment method for, but not limited to, abuse or misuse of a payment method. Abuse of a payment method may also be grounds for further disciplinary action up to and including the immediate and permanent cancellation of the Client's services or their entire account with Service Provider.

## 8. Payments and Fees

**8.1.** Service will be interrupted if payment is 7 days overdue. For any cancellation, termination or other billing-related inquiries concerning the account, Client shall contact the Billing Department at [billing@hostingb2b.com](mailto:billing@hostingb2b.com). Please refer to APPENDIX A1 for the Billing Frequency, Payment Terms and Agreement Renewal Periods.

**8.2.** Service Commencement Date: - The Commencement Date of a Service is considered as the date the Client receives the corresponding e-mail with the "Provisioning Details" for the particular service.

## 9. Invoicing

Service Provider does not utilize paper or hard-copy invoices. All invoices are sent via email.

## 10. Refund and Disputes

All payments to Service Provider are non-refundable. This includes the once-off setup fee and subsequent charges regardless of usage. In case of overcharges or billing disputes, they must be reported within 60 (sixty) days of the time the dispute occurred. If Client disputes a charge to his credit card issuer that, in Service Provider's sole discretion is a valid charge under the provisions of the T&C and/or Master Agreement, Client agrees to pay Service Provider an "Administrative Fee" of not less than €25 and not more than €100 which amount shall be at Service Provider's full discretion. Subscription PayPal payments that are not cancelled at the time of Client's cancellation will be refunded less any fees and the subscription payment will be canceled by Service Provider.

## 11. Failure to Pay

Service Provider may deny service or terminate the Agreement upon the failure of Client to pay charges when due. Service Provider provides Client with a 7 (seven) day grace period for payment on most services. The service will be interrupted or deactivated for accounts with outstanding balances after the 7 (seven) days grace period. Service Provider reserves the right to deactivate or terminate a service prior to the end of the 7-day grace period. If a service is deactivated due to non-payment the service in question will only be reactivated once full payment for the outstanding balance has been received. If all services on an active account are deactivated all outstanding invoices must be paid in full before any service is reactivated. Client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than reasons concerning Service Provider and that damages resulting from any interruption of service are difficult to ascertain. Therefore, the Client agrees that Service Provider shall not be liable for any damages arising from such causes beyond the direct and exclusive control of Service Provider. Client further acknowledges that Service Provider's liability for its' own actions may not in any event exceed an



amount equivalent to charges payable by Client for services during the period damages occurred. In no event shall Service Provider be liable for any special or consequential damages, loss, or injury.

## 12. Renewals

The Agreement is automatically renewed unless Client requests a termination of service under the terms defined in Article 5(Service Cancellation).

## 13. Network

**IP Address Ownership:** If Service Provider sub-license to the Client the right to use an Internet Protocol address, the right to use that Internet Protocol address belongs only to Service Provider, and Client shall have no right to use that Internet Protocol address except as permitted by Service Provider in its sole discretion in connection with the Services, during the term of this Agreement. Service Provider shall maintain and control ownership of all Internet Protocol numbers and addresses that may be sub-licensed to Client by Service Provider, and Service Provider reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Service Provider's allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. Therefore, name-based hosting must be used where possible. Service Provider will periodically review IP address usage, and if it is found that Client is using IP addresses where name-based hosting could be used, authorization will be revoked to use those IP addresses that could be used with name-based hosting.

## 14. Bandwidth Usage

Client agrees that bandwidth that exceeds the given rate on a monthly basis will pay an "overage" as detailed on the Service Provider's website. Service Provider will monitor Client's bandwidth via Cacti. In plans with unmetered bandwidth, we record the use of bandwidth only if it is considered to be using an excessive amount. Excessive amount means that bandwidth usage is more than the 10% of the total bandwidth available on each physical server or the usage affects the server's performance to the detriment of other clients as determined by our engineers. Service Provider shall have the right to take corrective action if Client's bandwidth is excessive and interrupts service for any of its' Clients. Such corrective action may include the assessment of additional charges, and/or disconnection and/or discontinuance of any and/or all Services, and/or termination of the Hosting Agreement, if exists, taken in Service Provider's sole and absolute discretion.

If Service Provider takes any corrective action(s) under this section, Client shall not be entitled to a refund of any fees paid in advance prior to such action(s). In the event that Client exceeds the included allocation, Service Provider may, at its sole discretion, collect a deposit, the amount determined by Service Provider, from the Client's credit/debit card filed with Service Provider.

## 15. System and Network Security

Users are prohibited from violating or attempting to violate the security of the Service Provider Network. Violations of system or network security may result in civil or criminal liability. Service Provider will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include without limitation amongst other:

- Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.



- Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or similar circumstances.
- Forging any TCP/IP packet header in a network transmission or any part of the header information in any e-mail-based or newsgroup posting.
- Taking any action in order to obtain services to which such User is not entitled.
- Addition of IP addresses that have not been specifically assigned to the server.
- Notification of Violation: Service Provider is under no duty to look at Client's activities to determine if a violation of the Master Agreement has occurred, nor is any responsibility assumed through its' Master Agreement to monitor or police Internet-related activities.

## 16. Notification of Violation

Service Provider is under no duty to look at Client's activities to determine if a violation of the Master Agreement has occurred, nor is any responsibility assumed through its' Master Agreement to monitor or police Internet-related activities.

## 17. First violation

If Service Provider determines that Client has violated any element of this Acceptable Use Policy, Client shall receive an email, warning them of the violation. The service may be subject to a temporary suspension until receiving User's agreement in writing, to refrain from any further violations.

## 18. Second Violation

If Service Provider determines that Client has committed a second violation of any element of this Acceptable Use Policy Client shall be subject to immediate suspension and/or termination of service without further notice. Service Provider reserves the right, to drop (blacklist/nullroute/unroute) the section of IP space involved in Spam/Virii/Illegal-Distributions or Denial-of-Service/Packetstorm complaints if it is clear that the offending activity is causing moderate to major harm to parties on the Internet. In particular, if open SMTP relays are on Client's network, or if denial-of-service attacks are originating from Client's network space. In certain, rare cases, Service Provider may take un-notified action. Under such circumstances, Service Provider will contact Client as soon as is feasible, once the situation is stabilized.

## 19. Suspension of Service or Cancellation

Service Provider reserves the right to suspend network access to Client if in the judgment of the Service Provider's network administrators the Client's server is the source and/or target of a violation of any of the terms of the Master Agreement or for any other reason that Service Provider deems necessary. If inappropriate activity is detected, all Client's accounts will be deactivated until an investigation is completed. Prior notification to Client is not assured.

In extreme cases, law enforcement will be contacted regarding the activity. Client will not be credited for the time his machines were suspended. Service Provider reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of Service Provider must adhere to the above policies. Failure to follow any term or condition will be ground for immediate termination of the Service Agreement.



## 20. Indemnification

Service Provider wishes to emphasize that in agreeing to the terms and conditions and the Master Agreement, Client will indemnify the Service Provider for any violation of the terms and conditions and the Master Agreement that results in loss to Service Provider or the bringing of any claim against Service Provider by any third-party. If Service Provider is sued because of Client or a Client's client activity, Client will pay any damages awarded against Service Provider, plus ALL costs and attorney's fees.

## 21. Miscellaneous Provisions

Client must provide Service Provider with, and keep current, good contact information. E-mail communication with PGP encryption method, Standard E-mail communication, telephone contacts and fax are used, in that order of preference. Additionally, the Service Provider should provide Client with a telephone number which will act as a 1st-level of Contact 24x7x365. A waiver by Service Provider of any breach of any provision of this Agreement by Client shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof. Client shall not transfer or assign this Agreement without the prior written consent of Service Provider. Service Provider may assign this Agreement at any time without consent from or notice to Client. Service Provider reserves the right to cancel and/or terminate Client's rights under this Service Agreement at any time without further notification. Service Provider takes no responsibility for any material input or post by others to the Service Provider Network.

Service Provider is not responsible for the content of any other websites linked to the Service Provider Network; links are provided as Internet navigation tools only. Service Provider disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy. Service Provider is not responsible for any damages Client's business may suffer. Service Provider does not make implied or written warranties for any of its services. Service Provider denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Service Provider.

## 22. Responsibility for Content

Client as Service Provider's client, is solely responsible for the content stored on and served by his server.

## 23. Support Boundaries

Service Provider, provides 24/7 technical support to Client. Service Provider limits its technical support to its specific areas of expertise. The following are our guidelines when providing support: Service Provider provides support related to Client's server and the core, critical functions of the OS and basic critical tcp/ip services. Service Provider does not offer technical support for application specific issues such as CGI programming, Cold Fusion, ASP, .NET, PHP, MySQL, Microsoft SQL or any other programming/database application. Service Provider does not provide technical support for YOUR End-User client. Service Provider partners with a number of software companies and acts as the frontline of support for these products. Service Provider will provide best effort support for applications but does not warrant bug fixes or advanced problem resolution of these products. Escalation of such issues the companies that have programmed the software are subject to the standard €170.00 plus VAT per hour rate which includes the total amount of time spent. Resolution of bugs and advanced support issues is dependent upon the developers of the software in question. Any request for technical support may result to a system administration fee if the request is related to Operating System functionality, software application functionality, or Control Panel functionality. If



a staff member of Service Provider is required to login to Client's server for over 15 minutes and provide support, system administration fees can be applied to Client's account, depending on the Server profile in question.

#### 24. SPAM and Unsolicited Commercial Email (UCE)

Service Provider takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Client may not use or permit others to use Service Provider's network to transact in UCE. Client may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service. Violation of Service Provider SPAM policy will result in severe penalties. Upon notification of an alleged violation of Service Provider's SPAM policy, Service Provider will initiate an immediate investigation (within 48 hours of notification). During the investigation, Service Provider may restrict Client's access to the network to prevent further violations. If Client is found to be in violation of Service Provider's SPAM policy, Service Provider may, at its sole discretion, restrict, suspend or terminate Client's account. Further, Service Provider reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Service Provider will notify law enforcement officials if the violation is believed to be a criminal offense. First violations of this policy will result in an "Administrative Fee" of €400 plus VAT and Client's account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of €800 plus VAT and immediate termination of Client's account. If Client violates this policy, he agrees that in addition to these "Administrative" penalties, he will pay "Research Fees" not exceeding €150 plus VAT per hour that Service Provider personnel must spend to investigate the matter.

#### 25. Warranties

Service Provider has the right to enter into this Agreement and to grant the rights granted in it. Service Provider shall, in good faith, comply with the terms of this Agreement. The goods and services provided by Service Provider are provided "as is", without warranty of any kind to Client or any third party, including but not limited to, any express or implied warranties of: 1) merchantability; 2) fitness for a particular purpose; 3) effort to achieve purpose; 4) quality; 5) accuracy; 6) non-infringement; 7) quiet enjoyment; and 8) title. Client agrees that any efforts by Service Provider to modify its goods or services shall not be deemed a waiver of these limitations, and that any Service Provider's warranties shall not be deemed to have failed of their essential purpose.

Client further agrees that Service Provider shall not be liable to Client or any third party for any loss of profits, loss of use, interruption of business, or any direct, indirect, incidental or consequential damages of any kind whether under this agreement or otherwise, even if Service Provider was advised of the possibility of such damages or was grossly negligent. Modifications made to Client's web site by Client or any third party voids any remaining express or implied warranties. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, Service Provider liability is limited to the greatest extent permitted by law. The parties expressly recognize that Service Provider does not operate, control or endorse any information, products or services on the Internet, and that any entities that do offer such information, products or services are not affiliated with Service Provider.

Service Provider does not make any express or implied warranties, representations or endorsements to Client or any third party whatsoever with regard to any information, products or services provided through Service Provider and obtained or contracted over the Internet, including, without limitation, warranties of: 1) merchantability; 2) fitness for a particular purpose; 3) effort to achieve purpose; 4) quality; 5) accuracy; 6) non-infringement; 7) quiet enjoyment; and 8) title. Service Provider shall not

be liable to Client or any third party for any cost or damage arising either directly or indirectly from any transaction involving third parties' information, products or services. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, Service Provider's liability is limited to the greatest extent permitted by law. The parties expressly recognize that Service Provider cannot and does not guarantee or warrant that files available for downloading through Service Provider will be free of infection, viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Client agrees that it shall be solely responsible for implementing sufficient procedures to satisfy Client's particular requirements for accuracy of data input and output, and for maintaining a means external to Service Provider for the reconstruction of any lost data. The parties also expressly recognize that the Internet contains unedited materials, some of which are unlawful, indecent, or offensive to Client, and access to such materials by Client is done at Client's sole risk.

## 26. Exhibits

Client agrees that the order placed online is accurate that all services requested from Service Provider are contained within this agreement. Included with this contract you should print off and sign the first invoice that was generated for you.

## GENERAL PROVISIONS

All of the attachments to the present which have been signed by the parties constitute a vital and inextricable part of the present Agreement.

**27.** No change or amendment or attachment to the present Agreement shall be effective for any reason unless in writing and with both parties signatures.

**28.** Any disagreement, either relating to any monetary amount or any other matter which emanates from the present Agreement or the terms and conditions which accompany it shall be governed by and construed according to the Laws of the Republic of Cyprus and the parties hereby submit to the jurisdiction of the Cypriot Courts to try any claim, dispute or difference arising out of or in connection with this Agreement.

**29.** If any term and/or condition of the present Agreement is found by any Court or other relevant Authority as void or voidable, the invalidity of the term and/or condition shall not affect the other terms and/or conditions which shall remain in full force and effect, and shall be severed from same.



## APPENDIX A1 – Service Order Form

The Client is contracting the Service provider to provide the Service(s) listed in the Services table according the schedule laid out in the Service Order Schedule and the related monthly and one-time/setup fees also defined in the Services table. Whenever the Client wishes to make any changes to the services, this form must be mutually agreed, amended and signed accordingly.

Any Active/Purchased Products and Services\* which are not included in this APPENDIX A1 are subject to the General Terms & Conditions (<https://www.hostingb2b.com/tos/>) and Services Policy (<https://www.hostingb2b.com/accept-use-policy/>), unless explicitly included in this Agreement/Appendix A1.

### SERVICE ORDER SCHEDULE

|                                    |                                                                  |
|------------------------------------|------------------------------------------------------------------|
| Commencement Date                  | <i>Refer to: 8.2 Service Commencement Date</i>                   |
| Duration                           | <i>12 Months</i>                                                 |
| Agreement Renewal Periods          | <i>Annually</i>                                                  |
| Billing Frequency                  | <i>Quarterly</i>                                                 |
| Payment Terms                      | Seven (7) Calendar Days Credit from date of issuance of Invoice. |
| Additional Support – Services Rate | <i>No Managed Services</i>                                       |

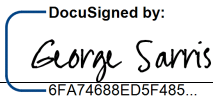
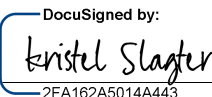
### SERVICES

| SERVICE DESCRIPTION                                                                                                                                                                                                                                                                                                                                     | SETUP FEE**       | MONTHLY FEE**     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|
| <b>Curacao VPS Willemstad</b> <ul style="list-style-type: none"> <li>- 2 vCPU Core</li> <li>- 4 GB RAM</li> <li>- 100GB Storage</li> <li>- 5TB Bandwidth</li> <li>- 50 Mbps Download/Upload Speed</li> <li>- Centos 8</li> </ul> Public IP: 190.123.22.76<br>Datacenter location: H2B CW01 Curacao<br>Address: Kaya Seru di Mahuma, Willemstad, Curaçao | 300.00 EUR        | 380.00 EUR        |
| <b>TOTAL SERVICES FEES**</b>                                                                                                                                                                                                                                                                                                                            | <b>300.00 EUR</b> | <b>380.00 EUR</b> |

\* Products & Services subject to General Terms & Conditions: SSL Certificates, Domain Names, .CY Domain Name, DNS Services, Cloud Backup, VPN Accounts, Cloud Telephony/SIP Accounts, Backup Storage

\*\*Prices displayed without VAT



| HOSTING B2B ACCEPTANCE |                                                                                                                                            | Blue Pepper B.V. ACCEPTANCE |                                                                                                                                                |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Name                   | George Sarris                                                                                                                              | Name                        | Kristel Slagter                                                                                                                                |
| Designation            | Director                                                                                                                                   | Designation                 | Director                                                                                                                                       |
| Signature              | <br>DocuSigned by:<br>George Sarris<br>6FA74688ED5F485... | Signature                   | <br>DocuSigned by:<br>Kristel Slagter<br>2FA162A5014A443... |
| Date                   | 10/13/2023                                                                                                                                 | Date                        | 10/13/2023                                                                                                                                     |

## Annex A2 - Data Center Hosting Terms & Conditions

The following Terms of Service govern the Data Center Hosting services provided by HOSTING B2B LTD, its affiliates, successors and assigns (the "Service Provider" or "HostingB2B" to its Clients ("Client")) and contains the terms and conditions that govern a Client's access to and use of the Services as defined below.

**A2-1. Data Center Hosting Services.** Hosting B2B shall provide appropriate space to accommodate Client's IT equipment within an enclosure that is located in a secure environment within its Data Center Floor. HostingB2B is responsible for keeping the Clients' equipment working at all times.

**A2-2. Provision of Networking & Internet Connectivity.** Each Client network shall be connected to the HostingB2B network as described in the applicable Service Order Form. HostingB2B shall also make available International Internet connectivity as listed in the Service Order form as well as a number of public IP Numbers which are registered with a regional LIR for HostingB2B.

**A2-3. Management of Equipment.** Unless otherwise agreed, through the inclusion of one or more Managed IT Services in the Service Order Form, the servers and network firewalls shall be managed by the Client.

**A2-4. Insurance Cover.** The parties agree and the Client authorizes HostingB2B to procure on its behalf adequate insurance cover along the lines of industry standards for the Servers and for the other equipment, whether these are owned by the Client or leased from HostingB2B, that is used in connection with the supply of the Services and for Third Party Liability. HostingB2B shall keep in force such insurance for the full period of validity of this Agreement, whether original or renewed. It is declared and agreed that HostingB2B shall be procuring similar insurance cover for its other Clients and that, , HostingB2B will invoice the Client accordingly and the Client shall settle such invoice in accordance with this clause.

The Client may opt to procure such insurance cover directly from an insurance agent. In such event, the Client undertakes and agrees to keep in force such insurance for the full period of validity of this Agreement, whether original or renewed and, accordingly, the Client shall pay the yearly premium and shall provide evidence of payment and details of coverage to HostingB2B.

**A2-5. Service Levels.** HostingB2B shall ensure that all HostingB2B's Data Center Hosting Services are supported by a number of Core Services (the "Core Services") as listed in the table below. The following Service Levels define the performance parameters and quality of service to be provided by HostingB2B to the Client for such Core Services.

| Service                                  | Definition                                                                                                                                                                             | Service Level                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Power Supply</b>                      | Operational and redundant electrical power supplies UPS system.                                                                                                                        | A service level of 99.93% for electrical distribution to the data floors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Fire Protection</b>                   | Specialized smoke system and an ionisation detection conjunction dedicated fire suppressant system.                                                                                    | A service level of 100% protection to the data floors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Air Quality</b>                       | A designed Down flow Air conditioning.                                                                                                                                                 | An average temperature of 21 ° C.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Climate Control (Climate Control)</b> | System capable of maintaining stable temperatures and humidity control within set tolerances.                                                                                          | On the data floor. The temperature may fluctuate by +/- 4°C. An average humidity of 50% on the data floor. The humidity may fluctuate between 40% and 60%. The temperature and humidity service levels apply in respect of normal operating conditions when measured at the Close Control Units. This service level does not apply to the temperature/humidity within HostingB2B cages.                                                                                                                                                                                                            |
| <b>Security</b>                          | Internal video surveillance and recording system, covering all entrances/exit, main areas and perimeter; full perimeter alarm proximity access card.                                   | Security systems will operate on a 24/7/365 basis and will operate to 100% capability.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Intelligent Hands</b>                 | Provision of technical support from HostingB2B of onsite technicians who will act as the Client's supervised hands to perform equipment fixes, routine maintenance or troubleshooting. | <b>High Severity</b> <ul style="list-style-type: none"> <li>• Response to first call within one (1) hour or less</li> <li>• Continuous resolution effort on a 24x7</li> </ul> <b>Medium Severity</b> <ul style="list-style-type: none"> <li>• Response to first call within two (2) hours or less</li> <li>• Continuous resolution effort during Standard Business Hours only</li> </ul> <b>Low Severity</b> <ul style="list-style-type: none"> <li>• Response to first call within four (4) hours or less</li> <li>• Best-effort resolution effort during Standard Business Hours only</li> </ul> |

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**A2-6. Fee Credit.** HostingB2B guarantees that when not undergoing planned maintenance, the Service Levels defined in A2-5 will be maintained each month. HostingB2B will refund to the Client 5% of the monthly fee for each 60 minutes of continuous downtime, up to a maximum of 40% of the monthly Service Fee for Data Center Hosting Services as specified in the Service Order Form. International bandwidth outside HostingB2B's termination point will be provided under the carriers' SLA.



**A2-7. Exceptions.** Fee Credits will not be given where the Client is in arrears of payments. Furthermore, Fee Credits will not be given where any service failure is caused by:

- (a) Any Force Majeure event as defined in the Main Agreement;
- (b) Any act of commission and/or of omission by the Client, its users or third Parties acting on its behalf;
- (c) The necessary removal and re allocation of the Client's Equipment on the data floor in accordance with the provisions contained in the Agreement or any planned maintenance.

**A2-8. Planned Maintenance.** Where it is necessary for HostingB2B to carry out planned maintenance activities that will affect or can reasonably be expected to affect the Client's operations, HostingB2B shall, as per its standard procedures provide the Client with a works approval form at least fourteen (14) days before the planned maintenance activities, detailing the nature of the work to be carried out and the time table for completion of the works.

**A2-9. Notification and Logging of Failures.** HostingB2B's Building Management System ("BMS") aims to immediately detect any problems or faults in any of the Core Services listed above. HostingB2B will notify the Client (using the 24 hour number provided by the Client) as soon as reasonably practicable of any of the following events that may affect the Core Services being provided to the Client:

- (a) Disasters/Calamities such as explosions, fire, flood, accidents, etc.;
- (b) Theft and burglary;
- (c) Power failures; and
- (d) Cooling failures.

Any faults detected by the BMS and notified to the Client will be logged by HostingB2B and will receive a "Support Ticket" number. Any faults or problems detected by the Client must be immediately reported by the Client (and in any event within 24 hours) to the HostingB2B Network Operations Center ("NOC") using the telephone number provided to the Client by HostingB2B. The fault or problem will then be logged by the NOC and the Client will receive a Support Ticket number. This ticket number will form the basis of all follow up actions as specified in this SLA.

**A2-10. Response Times.** In the event that a problem (a "Trigger Event") concerning one of the Core Services is detected by the BMS or reported by the Client in accordance with the provisions of Article A2-6 above, HostingB2B shall use its best endeavours to repair and restore the affected Core Service within the following Response Times:

| Severity            | Definition                                                                                                                                                    | Response Time                                                                                                                   | Target Time to Repair |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>CRITICAL</b>     | Any failure of Core Service causing loss of power to the Client's Rack (e.g., Failure of UPS, climate control failure, security breach, actions of intruder.) | IMMEDIATE response from time of Event being notified by the Client/ detected by the BMS, and assigned a Support Ticket number.  | Within 1 hour         |
| <b>NON-CRITICAL</b> | Core Service affected but not critical (e.g., Failure of N+1 technology Failure of CAT5 cable Access Control failure.)                                        | IMMEDIATE response from time of Event being notified by the Client of detected by the BMS and assigned a Support Ticket number. | Within 4 hours        |

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Please note that these Response Times do not apply to any Trigger Event that has been caused as a result of any act of commission and/or of omission by the Client, its employees, agents, subcontractors, officers etc. or that is caused by the Client's equipment or by any Force Majeure event.

### **Annex A3 - Hardware Asset Lease Terms & Conditions**

The following Terms of Service govern all Hardware Assets Lease provided by Hosting B2B LTD, its affiliates, successors and assigns ("HostingB2B" or the "Service Provider") to its Clients ("Client") and contains the terms and conditions that govern a Client's access to and use of the Services as defined below.

#### **A3-1. Additional Definitions.** For the purposes of this Annex:

(a) **"Leased Hardware Assets"** shall mean physical computing equipment such as servers, storage area networks and firewalls that are owned by the Service Provider and provided for lease to the Client.

**A3-2. Lease of Hardware Assets.** The Service Provider shall provide the Client with a set of Hardware Assets as agreed with the Client and defined in Clause A3-8. Such Hardware Assets will be provided for the Client's sole use and for a fixed term as established in the Service Order form.

**A3-3. Fees.** The Client shall pay to the Service Provider the amount defined in the Service Order Form as rent for the use of the Leased Hardware Assets.

**A3-4. Condition of Assets.** Client accepts the Assets from the Service Provider in their "as-is" condition, that is without any warranties of whatsoever nature, express or implied, or conditions including, but not limited to, warranties as to latent defects, warranties of merchantable quality, merchantability or fitness for a particular purpose. In this respect, the Client declares to have duly examined and inspected the Assets and to be satisfied with their present condition and state. The above is without prejudice to any and all statutory warranties and/or those warranties granted by the manufacturer/supplier.

The Client shall, at its sole expense, be responsible to take delivery of the Assets. On taking of delivery of the Assets {which for the purpose of this Agreement shall be deemed to mean the moment when the present Agreement is signed and concluded) by the Client, the Assets shall be under the direct care and custody of the Client and shall be at the Client's sole and exclusive risk.

**A3-5. Client's Obligations.** The Client undertakes and agrees to ensure that the Assets shall be subjected to routine maintenance and servicing by the Service Provider as agreed and approved beforehand. Additionally, the Client undertakes and agrees:

- (a) To ensure that the Assets are used in a manner consistent with the manufacturer's recommendations and kept, at all times, in a good state of repair and condition;
- (b) Not to permit the Assets to be used for hire and/or reward;
- (c) To obtain the prior written consent from the Service Provider as well from any Authority that is empowered to regulate the Client's before making any modification/s of whatsoever nature and/or

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adding any accessory to the Assets. In the event that such prior authorisation is obtained, the Client undertakes and agrees to carry out and execute such modification/s and/or additions by repairers approved by Service Provider in writing and in accordance with any conditions or requirements set from time to time by such relevant Authority, if any. The Service Provider reserves the right to demand the prompt removal upon the expiry and/or earlier termination of this Agreement, whichever is the case, of all such modification/s and/or additions as provided above, at Client's expense, by repairers approved by the Service Provider;

(d) Without prejudice to any powers granted by law to any Authority that is empowered to regulate the Client's operations in virtue of any relevant laws allowing such Authority to take possession of such Assets, not to lend, let on hire, sell, assign, transfer, charge, dispose of, pledge, sublet and/or part with control of the Assets for whatsoever reason;

(e) Not to suffer the Assets to be used in contravention of any Law, statute, statutory instrument and/or other regulation/s for the time being in force and to promptly and upon demand indemnify Service Provider against any and all costs, claims, dues, debts, losses, fines, penalties, disbursements and/or other liabilities incurred by Service Provider as a result thereof;

(f) To be solely and fully responsible and liable to the fullest extent permitted by Law for any and all criminal offences of whatsoever nature committed by the Client, its employees, officers, servants, agents, affiliates and/or any other duly authorised representative/s of the Client when using the Assets and/or in any other way committed when the Assets are in the Client's possession;

(g) To promptly and without delay report any mechanical faults and/or defects experienced with the Assets;

(h) To operate or cause the Assets to be operated, at all times, with due care and diligence, and to take all reasonable steps and/or precautions to prevent loss and/or damage of whatsoever nature to the Assets including (but not limited to) damage from fire, theft or otherwise to the Assets and/or injury to third parties;

(i) To promptly indemnify the Service Provider for any loss and/or damage of whatsoever nature caused to the Assets as a result of any negligence on the part of the Client and/or its agents, employees, officers, affiliates, servants and/or other duly authorised representative/s;

(j) To promptly and without delay notify the Service Provider of any and all defects in the Assets that are covered by any guarantee, warranties and/or other conditions offered by the manufacturer. The Client undertakes and agrees to promptly indemnify the Service Provider for any and all losses and/or damages caused by or in any other way incurred as a result of the Client's failure to give notice as provided herein;

(k) Not to make use or permit the use of the Assets in contravention of the terms and conditions of any insurance policy applicable to them; do any act of commission and/or of omission which may invalidate any such policy and to promptly indemnify the Service Provider for any loss and/or damage of whatsoever nature resulting or, in any other way, incurred as a result of such improper use as herein detailed;

(l) At the expiry or earlier termination of this Agreement, as the case may be, the Client shall promptly return the Assets to the Service Provider in the same condition and state in which they were handed over to the Client, fair wear and tear excepted. The parties hereto undertake and agree to notify any relevant Authority that is empowered by law to regulate the Client's operations prior to the expiry of the Agreement to enable such Authority to impose any conditions and/or carry out any necessary tests.



**A3-6. Damage or Destruction of Assets.** In the event that the Assets or any part thereof shall be damaged including by fire or other unavoidable casualty, so that the same shall thereby be rendered unfit for use, or shall otherwise stop functioning, the Service Provider shall be under no obligation to replace or restore the Assets and such damage or casualty shall not relieve the Client of its rent obligation under clause A3-2.

**A3-7. Default/Remedies.** If the Client fails to pay any part of the rent when the same is due and payable, or fails to pay any other sum required to be paid by the Client, and if such default continues for thirty (30) days after written notice from the Service Provider to the Client, or if the Client fails to perform any of the other covenants to be performed by the Client and if such default continues for thirty (30) days after written notice from the Service Provider to the Client, then the Service Provider may:

- (a) Cancel or terminate this Agreement and re-enter and repossess the Assets;  
and/or
- (b) Pursue any other remedy or remedies provide by law.

The remedies of the Service Provider shall be cumulative and the waiver by Service Provider of any prior breach of any covenant, term or condition hereof shall not constitute a waiver of any subsequent breach.

The Service Provider shall notify any relevant Authority that is empowered by law to regulate the Client's operations prior to re-possessing the Assets to enable such Authority to impose any relevant conditions and/or carry out any necessary tests.

**A3-8. Licenses and software.** Client undertakes and agrees to procure any and all licenses and software to be used in conjunction with the Assets at its sole expense.

## **ANNEX A4 – SPECIFIC TERMS FOR ONLINE GAMING/BETTING Clients**

The following additional terms are applicable to Clients that are in the business of iGaming.

**A4-1.** Additional Definitions. For the purposes of this Annex:

- (a) "Bets" shall mean and include all types and forms of online and land-based betting.
- (b) "MGA" (or "Maltese Authority", or "Maltese Regulator") shall mean the Malta Gaming Authority as authorised pursuant to the Laws and Regulations in Malta;
- (c) "NBA" (or "Cyprus Authority", or "Cyprus Regulator") Shall mean the Cyprus National Betting Authority as authorized pursuant to the Laws and Regulations in Cyprus;
- (d) "CGC" (or "Curaçao Authority", or "Curaçao Regulator") Shall mean the Curacao Gaming Control as authorized pursuant to the Laws and Regulations in Curacao;

**A4-2.** Services may not be used in the United States of America and the jurisdictions where sports betting is not allowed at the time of the conclusion of this Services Agreement. Without prejudice to the generality of the foregoing agreement, the Client warrants and confirms that it will not enter into agreements with clients or accept clients which do not warrant as a condition for the provision of



services that they do not and will not knowingly accept Bets from clients located in the United States of America. Additionally, the Client warrants and confirms that it itself will not at any time knowingly accept Bets from clients located in the United States of America.

**A4-3.** In the event that the Client is leasing Hardware Assets from the Service Provider, the Client also acknowledges that the Service Provider will grant the CGC full access to such hardware assets as may be required by Law.

#### **A4-4. Data Center Accessing**

Access to the data center is restricted to authorized personnel except for emergency cases, such as fire/flooding etc. The site is alarmed and protected with CCTV and Security Alarm solutions.

Access to the Data center and to Client equipment/servers/resources can be provided as follows:

- Pre-scheduled escorted access during working hours: A notification at least 24-hours prior the visit is required in order for the visit to be scheduled
- Pre-scheduled escorted access during NON-working hours: A notification at least 24-hours prior the visit is required in order for the visit to be scheduled.
- Un-scheduled (EMERGENCY) escorted access during working hours: A notification at least 1-hour prior the visit is required
- Un-scheduled (EMERGENCY) escorted access during NON-working hours: A notification at least 2-hours prior the visit is required.

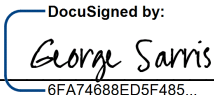
IN WITNESS whereof the parties hereto have set their respective seals and hands the day and year first above written.

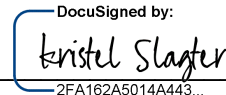
#### **SERVICE PROVIDER:**

#### **CLIENT:**

NAME: George Sarris

NAME: kristel slagter

SIGNATURE:  DocuSigned by:  
6FA74688ED5F485...

SIGNATURE:  DocuSigned by:  
2FA162A5014A443...

COMPANY NAME:

COMPANY NAME:

HOSTING B2B LTD

Blue Pepper B.V.

☒ I have read and accept Hosting B2B Privacy Policy

Privacy Policy can be found here: <https://www.hostingb2b.com/privacy-policy/>

***This agreement is in effect upon the signature of both the Client and the Service Provider***