

Dated 12 September 2019

SIDE TECHNOLOGY LIMITED
and
GLOBONET BV

SOFTWARE LICENCE AND PROVISION OF SERVICES AGREEMENT

CONTENTS

Clause

1.	Interpretation.....	1
2.	Integration and Delivery Date	4
3.	Side Tech Services	4
4.	Term and renewal	5
5.	Fees	5
6.	Licence.....	6
7.	Operator's obligations.....	7
8.	Maintenance releases	9
9.	Acceptance Testing	9
10.	First Line Support	9
11.	KYC and Fraud Control	9
12.	Advance Information	9
13.	Locally Regulated Markets	9
14.	Bespoke Projects	10
15.	Confidentiality and publicity	10
16.	Side Tech's warranties.....	10
17.	Limitation of liability.....	11
18.	Intellectual Property Rights indemnity.....	12
19.	Data Protection and Processing of Personal Data	14
20.	Duration and termination	16
21.	Waiver	17
22.	Remedies.....	18
23.	Entire agreement	18
24.	Variation.....	18
25.	Severance	18
26.	Counterparts	18
27.	Third-party rights	19
28.	No partnership or agency.....	19
29.	Force majeure	19
30.	Notices.....	19
31.	Governing law and jurisdiction.....	20

Schedule

Schedule 1 - Key Variables	21
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Appendixes

Appendix 1 – Service Level Agreement	23
Appendix 2 - Prohibited Territories	28

THIS AGREEMENT is dated 12 September 2019

PARTIES

- (1) Side Technology Limited incorporated and registered in Isle of Man with company number 017129V whose registered office is at Fort Anne, South Quay, Douglas, Isle of Man, IM1 5PD (Side Tech).
- (2) Globonet BV, a company registered in Curacao under company number 146296, whose registered office address is at Kaya Richard J. Beaujon z/n, Curacao-Dutch Caribbean (The Operator).

Both are hereinafter also referred to individually as "party" or collectively as "parties"

BACKGROUND

- (A) Side Tech is the owner or is duly authorised by the owner to act on its behalf, in relation to certain betting and gaming products and is willing to license the Operator to use these products on the terms and conditions set out in this Agreement.
- (B) Operator is licensed to market and offer online betting and gaming products (apart from the Prohibited Territories dealt with in this licence) to End Users located in the Territory.
- (C) Side Tech and the Operator have agreed the key variables applicable to this licence as set out in Schedule 1.

AGREED TERMS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this licence.

Bespoke Projects: means development projects created by Side Tech upon request by the Operator as detailed in a separate agreement in writing between the Parties.

Bonuses: means incentives provided to End Users on the Operator's Sites directly related to promote the Games including, but not limited, to free bets, free rolls, free spins, free chips, bonus-based loyalty programs or similar offered to End Users from time to time;

Business Day: a day other than a Saturday or a Sunday or a public holiday in England and Wales.

Chargebacks means all amounts paid or returned to financial institutions as a result of disputed or fraudulent financial transactions associated with End Users' bets/wagers.

Commencement Date: means the date of the last signature of this Agreement.

Competent Authority means any governmental, judicial, regulatory or tax authority (including any court) in any jurisdiction applicable to this Agreement and the Parties' activities hereunder.

Control: a business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, in excess of 30% of the outstanding voting securities or capital stock of

such business entity or any other comparable equity or ownership interest with respect to a business entity other than a corporation.

Data Protection Legislation: means any and/or all applicable domestic and foreign laws, rules, directives and regulations, on any local, provincial, state or deferral or national level, pertaining to data privacy, data security and/or the protection of Personal Data, including the Data Protection Directive 95/46/EC and the Privacy and Electronic Communications Directive 2002/58/EC (and respective local implementing laws) concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), including any amendments or replacements to them, including the 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 ("GDPR").

Delivery Date: means the date on which the first Game will be available to real money wagering for End Users on the Operator's Sites.

Documentation: means the documentation, technical specifications, and user manuals relating to the use of the Games and/or Gaming Platform.

End Users: means (as the case may be) one or more of Operator's registered players of the Games.

Fee: the licence fee payable by the Operator to Side Tech under clause 5.1.

Games: means the Games made available by Side Tech from time to time in accordance with its Standard Product Roadmap to be licensed to the Operator and subsequently made available to End Users via the Operator's Sites.

Gross Game Win (GGW): means the aggregate of all bets/stakes placed by End Users on all Games less the total winnings as a result of those wagers.

Jackpot Adjustments: means Jackpot Contributions on Jackpot Games during a month minus jackpot winning(s) excluding jackpot seed(s). Jackpot seed(s) are to be carried by the Operator unless otherwise agreed in writing between the Parties for specific Games (eg. global progressive jackpot games shared among multiple clients of Side Tech);

Jackpot Contributions means the percentage of the bet/stake contributed to the jackpot pool(s) for one and each bet/wagers placed by an End User on the Jackpot Games required to establish, maintain or grow the progressive jackpot(s) on the Jackpot Games;

Jackpot Game(s) means those Games which are connected to, and contribute a percentage of bets/stakes to the progressive jackpot pool, and which Operator has elected to offer to End Users;

Initial Term: the minimum term of this licence as set out in Error! Reference source not found..



Intellectual Property Rights: all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

Maintenance Release: a release of the Games which corrects faults, adds functionality or otherwise amends or upgrades the Games, but which does not constitute a New Version.

Minimum Monthly Fee: the minimum amount payable each month by the Operator as set out in Schedule 1 and which is fully deductible from the Monthly Revenue Share Fee.

Modification: any Maintenance Release or New Version.

Net Gaming Revenue: for all Games shall be an amount equal to the Gross Game Win derived from real money wagers placed by End Users on the Games on the Operator's Sites less the following items, conditional to clause 5.3 of this Agreement:

- i. Chargebacks;
- ii. Bonuses (in accordance with clause 5.9)
- iii. Jackpot Adjustments;
- iv. Cancelled or void bets; and

New Version: any new version of the Games which from time to time is made available to the Operator by Side Tech in the course of its Standard Product Roadmap.

Operator's Sites: means the mobile and desktop applications as operated by the Operator from time to time for the installation, integration and deployment of the Games to be offered by the Operator to End Users in the Territory and as authorized by Side Tech in writing, including but not limited to the websites mentioned in Schedule 1.

Gaming Platform means the remote gaming platform as specified by Side Tech from time to time and as currently set out in Schedule 1.

Prohibited Territories: means those territories set out in Appendix 2

Support: means the provision of support by Side Tech to the Operator in accordance with the clause 3.1.

Standard Product Roadmap: means a new, enhanced, improved, or updated version of the Gaming Platform and/or the Games, that may add new games, change the utility, efficiency, or operating performance of the Gaming Platform and that is included in the Side Tech's product releases road map (as made known to the Operator from time to time). For the sake of clarity, game with special commercial conditions, including but not limited to global jackpot games, branded games and/or games under exclusivity arrangements shall be considered excluded from the Standard Product Roadmap.

Term: means the term of this licence as described in clause 4.1.

Territory: means worldwide excluding the Prohibited Territories.



Third-Party Licences: Any licences relating to any proprietary third-party software licences, including but not limited to open-source software and general public licence (if applicable).

- 1.2 The headings in this licence do not affect its interpretation. Except where the context otherwise requires, references to clauses and schedules are to clauses and schedules of this licence.
- 1.3 Unless the context otherwise requires:
- 1.3.1 references to 'betting', 'gaming' and 'lotteries' shall have the meaning given to them by the Gambling Act 2005;
 - 1.3.2 references to Side Tech and the Operator include their permitted successors and assigns;
 - 1.3.3 references to statutory provisions include those statutory provisions as amended or re-enacted;
 - 1.3.4 a reference to one gender includes a reference to the other genders; and
 - 1.3.5 references to "including" or "includes" shall be deemed to have the words "without limitation" inserted after them.
- 1.4 In the case of conflict or ambiguity between any provision contained in the body of this licence and any provision contained in the schedules or appendices, the provision in the body of this licence shall take precedence.
- 1.5 Words in the singular include the plural and those in the plural include the singular.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2. Integration and Delivery Date**
- 2.1 Integration between the Operator's Sites and the Gaming Platform will require efforts from both Parties. The Parties undertake to use best endeavours to carry out the implementation as efficiently and quickly as possible. Both Parties are responsible for ensuring that the integration between the Operator's Sites and the Gaming Platform, as updated and/or upgraded from time to time by Side Tech, is conducted in accordance with the relevant Documentation and that it is effectively tested prior to the Delivery Date specified in Schedule 1.
- 3. Side Tech Services**
- 3.1 In consideration of the Fees, Side Tech shall additionally provide to the Operator such maintenance and technical support services, including but not limited to the procurement and maintenance of hardware and hosting services as set forth in the Service Level Agreement in Appendix 1.
- 3.2 Upon request by the Operator, Side Tech may provide a range of optional services, such as new features and particular changes requests (coin value changes, bonuses set-up, etc), or integration/migration requests and tailored requests, i.e. tailored reports, tailored analysis,

graphical assets delivery (banners, thumbnails, etc.) and similar service requests. Such services, and their relevant costs, will be defined and agreed in advance between the Parties in writing prior to the commencement by duly authorized representative.

4. Term and renewal

- 4.1 This licence shall commence on the Commencement Date and shall (unless terminated earlier in accordance with clause 20.1) continue for the Initial Term and thereafter until terminated by either Party giving the other no less than 90 days written notice to terminate no earlier than the end of the Initial Term.

5. Fees

- 5.1 The licence fees for the Term shall be:

5.1.1 the Monthly Revenue Share Fee.

- 5.2 The Monthly Revenue Share Fee shall all be paid by the Operator to Side Tech in accordance with the Fees section of Schedule 1. The Monthly Revenue Share Fee shall be in the amount of the aggregated Net Gaming Revenue generated by the Games on the Operator's Sites.

- 5.3 Unless directly available on the Gaming Platform, the Operator shall keep accurate records of each item forming the Net Gaming Revenue and within the period of ten (10) Days following the end of each calendar month, the Operator shall submit to Side Tech a written report detailing accurately the number of End Users who played the Games for real money wagering during the previous month, the Net Gaming Revenue amount and each item of the Net Gaming Revenue, including but not limited to the Gaming Tax and Bonuses deductions. Side Tech shall be entitled to review and reconcile this report and shall issue to the Operator an invoice in respect of Fees due to Side Tech in accordance with this Agreement.

- 5.4 All payments under the terms of this Agreement are to be made by the Operator no later than thirty (30) days from receipt of invoice from Side Tech. The Operator shall not under any circumstances either during or after the termination of this agreement be entitled to exercise any right of deduction or set off against claims by or payments due to Side Tech. Notwithstanding the foregoing, if the Operator disputes any item of the invoice in good faith, it shall be entitled to withhold payment solely for the disputed item pending resolution of the dispute and not for the total invoice amount which shall be always paid in accordance with this clause

- 5.5 If Side Tech considers that there has been an underreporting of revenue or an underpayment of the Fees which it ought to have received pursuant to clause 5.1 above, Side Tech shall be entitled to audit the Operator. This audit may cover documents only or may include remote audit, subject to Side Tech notifying the Operator of the identity of any auditors and giving confirmation that any external auditors have entered into appropriate confidentiality agreements and will procure that the auditors comply with the reasonable requests and policies of the Operator. Where an audit reveals an underpayment of five percent (5%) or more of the total Fees due to Side Tech in the month or previous months under audit the Operator shall immediately reimburse Side Tech all costs and expenses incurred by Side Tech



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in relation to the audit and shall pay the costs incurred by Side Tech for such audit, the outstanding amounts and any interest due.

- 5.6 All sums payable under this licence are exclusive of VAT or any relevant local sales taxes, for which the Operator shall solely be responsible.
- 5.7 If the Operator fails to pay any amount payable by it under this licence Side Tech may charge the Operator interest on the overdue amount (payable by the Operator immediately on demand) from the due date up to the date of actual payment, after as well as before judgment, at the rate of 8% per annum above the base rate for the time being of Barclays Bank Plc. Such interest shall accrue on a daily basis and be compounded quarterly. Side Tech may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.
- 5.8 In addition to the provisions set forth in clause 5.7 above, and in addition to any other remedies available to Side Tech, Side Tech has the right to, in case of late payment at its sole discretion and by providing the Operator with at least 48 hours' notice of its intention to do so, suspend the Operator's access to the Gaming Platform until full payment has been duly received by Side Tech. Once full payment has been received Side Tech shall restore full access to the Gaming Platform as soon as reasonably possible and in any event not later than 48 hours as of receipt of such payment.
- 5.9 Operator shall be allowed to deduct Bonuses to calculate the Net Gaming Revenue provided: i) the Operator has duly complied with clause 5.3; and ii) such promotional activities and incentives are directly attributable to the Games; and iii) such deduction cannot in any case exceed the Maximum Bonuses Allowance set forth in Schedule 1 to this Agreement: for example, if the Maximum Bonuses Allowance is 20% of Gross Game Win and the cost borne by the Operator for the promotional activities and incentives directly attributable to the Games are 30% of Gross Game Win, only 20% shall be deducted.

6. Licence

- 6.1 In consideration of the Operator's obligation to pay the Fees under clause 5.1, Side Tech grants to the Operator a worldwide (with the exception of the Prohibited Territories) non-exclusive, non-assignable, non-licensable, non-transferable licence for the Term to use the Games and the Gaming Platform.
- 6.2 In relation to scope of use:
- 6.2.1 for the purposes of clause 6.1 above, "use" of the Games shall be restricted to use of the Games in object code form for the normal business purposes of Operator, but shall include any act which is reasonably incidental to such use, including but not limited to:
- (a) advertising, marketing, promoting the Games; and
 - (b) making the Games available to End Users.
- 6.2.2 the Operator may not use the Games other than as specified in clause 6.1 and clause 6.2.1 without the prior written consent of Side Tech, and the Operator

acknowledges that additional fees may be payable on any change of use approved by Side Tech.

6.2.3 except as stated in this clause 6.2.3, the Operator has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Games in whole or in part except to the extent that any reduction of the Games to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Games with the operation of other software or systems used by the Operator, unless Side Tech is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Operator shall request Side Tech to carry out such action or to provide such information (and shall meet Side Tech's reasonable costs in providing that information) before undertaking any such.

6.3 The Operator may not use any such information provided by Side Tech or obtained by the Operator during any such reduction permitted under clause 6.2.3 to create any software whose expression is substantially similar to that of the Games nor use such information in any manner which would be restricted by any copyright subsisting in it.

6.4 Side Tech may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to the Operator.

6.5 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

6.6 Notwithstanding clause 15, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 6.6 shall be made until notice of the identity of the proposed assignee has been given to the other party.

7. Operator's obligations

7.1 The Operator shall not:

7.1.1 sub-license, assign or novate the benefit or burden of this licence in whole or in part;

7.1.2 allow the Games to become the subject of any charge, lien or encumbrance; and

7.1.3 deal in any other manner with any or all of its rights and obligations under this agreement,

without the prior written consent of Side Tech, such consent not to be unreasonably withheld or delayed.

7.2 The Operator agrees, warrants and represents to Side Tech that:

- 7.2.1 it will use its best endeavours to promote and market the Games;
- 7.2.2 it will collect all revenues from the commercial exploitation of the Games and report and pay to Side Tech the Fees in accordance with clause 5.
- 7.2.3 it is licensed by the Competent Authority in the jurisdiction in which the Operator operates its activities and will maintain such authorisation during the whole term of this agreement.
- 7.2.4 the Operator in entering into this licence, performing all of its obligations under this licence and operating, supplying and distributing the Games, complies fully and will continue to comply fully with all relevant rules, regulations, guidelines, codes of practice, standards and any other relevant instructions issued by the Competent Authority or such other authorised body in the jurisdiction in which the Operator operates and that the Operator has obtained all other authorisations, consents and licences necessary for it to fully perform its obligations hereunder and that it shall continue to comply with the same. For the avoidance of doubt, where there is a conflict between compliance with this sub-clause and compliance with this licence more generally, compliance with this sub-clause shall take precedence.
- 7.2.5 Licensee agrees to refrain from marketing and/or advertising the Games to all End Users located in the Prohibited Territories listed in Appendix 2, to block such End Users from being able to access the Gaming Platform and refrain to provide Games for real money wagering to any End Users located in Prohibited Territories using any resources or software supplied and/or provided by Side Tech.
- 7.2.6 Side Tech retains the right to request the Operator to add additional territories to the Prohibited Territories list during the Term, in the event that this is required to reflect changes to its own gaming licence and/or changes in the local gambling laws of the said territories. The Operator agrees to comply with the request sent in writings by Side Tech within ten (10) days of receipt of such request. Any additional territories requested to be blocked by Side Tech in accordance with this clause will become Prohibited Territories for the purposes of this Agreement.
- 7.2.7 The Operator acknowledges that all the responsibility in respect of the functionality to block End Users located in the Prohibited Territories lies firmly with the Operator. Side Tech can therefore not be held responsible in any manner in respect of End Users located in the Prohibited Territories.
- 7.3 Notwithstanding the foregoing provisions of this licence, if the protections afforded by the arrangements set out in clause 7.2 above are not adequate or it is illegal to operate or market the Games in any territory in which the Games are made available or marketed to customers in the discretionary view of Side Tech at any given time then Side Tech shall notify the Operator in writing and Side Tech shall be entitled to suspend this licence (in whole or in part) on written notice to the Operator until such position is remedied or the licence is terminated by reason of clause 7.5.
- 7.4 During such period of suspension, the Operator shall procure that the Games are inaccessible to End Users and/or proposed customers.

- 7.5 If the position is not remedied by changing existing protective measures or introducing new protective measures which adequately address, in the discretionary view of Side Tech, the reasons for such suspension, to the full satisfaction of Side Tech, then Side Tech shall be entitled to terminate this licence immediately without liability to the Operator in respect of such termination. For the avoidance of doubt, this shall not relieve Side Tech of any pre-existing liability to the Operator.
- 7.6 The Operator shall comply with the provisions of clauses 7.1 and 7.2 and shall indemnify and hold Side Tech harmless against any loss or damage which it may suffer or incur as a result of the Operator's breach of such terms.
8. **Maintenance releases**
- Side Tech will provide the Operator with all Maintenance Releases generally made available to its customers. Side Tech will use its best effort to ensure that no Maintenance Release will adversely affect the then existing facilities or functions of the Games.
9. **Acceptance Testing**
- 9.1 The Operator is responsible for the planning and execution of the required acceptance testing following integration completion and prior to offer the games to End Users. Side Tech will provide the Operator with the minimum acceptance test procedures and the necessary resources that may be required during the acceptance tests. Testing must be performed according to the acceptance test procedures provided by Side Tech. Side Tech will take no responsibility for the Gaming Platform and/or the Games unless required tests have been performed and a signed test protocol has been received from the Operator prior to the Delivery Date.
- 9.2 The Operator shall provide Side Tech with a test account allowing Side Tech to access the Operator's Sites (including production, integration and testing environments) and test the Games as though Side Tech was an End User of the Operator.
10. **First Line Support**
- The Operator will be responsible for providing its End Users with first line support for the Games.
11. **KYC and Fraud Control**
- The Operator is solely responsible for maintaining strict identity/age verification control to ensure that only individual above the required legal age in the relevant jurisdiction are allowed to access the Games and the Gaming Platform. The Operator is also solely responsible for maintaining strict verification control to ensure that Chargebacks and other fraudulent behaviour is minimized.
12. **Advance Information**
- Operator shall inform Side Tech well in advance regarding any promotional activities which are expected to generate significant additional business volumes such that Side Tech can take any necessary precautions.

13. Locally Regulated Markets

The parties hereby expressly agree that any customisation of the Gaming Platform and/or any increased work effort required of Side Tech by the Operator for the purpose of entering into a specific regulated market, will be charged separately as agreed in writing by separate annex executed by and between the Parties.

14. Bespoke Projects

From time to time the Parties may enter into Bespoke Projects for the creation of new projects, including but not limited to new software, games and functionalities for the Gaming Platform and/or the Games which do not currently form part of the Gaming Platform and/or Standard Product Roadmap. Details of such Bespoke Projects will be agreed by the Parties from time to time in a separate annex to this Agreement.

15. Confidentiality and publicity

15.1 Each party shall, during the term of this licence and during 5 (five) years thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this licence) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including, without limitation, trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

15.2 The terms of this licence are confidential and may not be disclosed by the Operator without the prior written consent of Side Tech.

16. Side Tech's warranties

16.1 Side Tech warrants that:

16.1.1 it has the right to enter into this licence and to grant to Operator a licence or sub-licence to use the Games as contemplated by this Agreement;

16.1.2 the Games will conform in all material respects to the specifications in the Documentation for a period of 90 days from the date of this licence (Warranty Period). If, within the Warranty Period, the Operator notifies Side Tech in writing of any defect or fault in the Games in consequence of which it fails to conform in all material respects to the specification, provided such defect or fault does not result from the Operator, or anyone acting with the authority of the Operator, having amended the Games or used it outside the terms of this licence for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Side Tech, or it has not been loaded onto supplier-specified or suitably configured equipment, Side Tech shall, at Side Tech's option, do one of the following:

- (a) repair the Games;
- (b) replace the Games; or
- (c) terminate this licence immediately by notice in writing to the Operator and refund any of the Fee paid by the Operator as at the date of termination (less a reasonable sum in respect of the Operator's use of the Games to the date of termination) on return of the Games and all copies thereof,

provided the Operator provides all the information that may be necessary to assist Side Tech in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable Side Tech to re-create the defect or fault; and

16.1.3 the Games and the media on which the Games is delivered are free from viruses and other malicious code.

16.2 Side Tech does not warrant that the use of the Games will be uninterrupted or error-free, but Side Tech warrants that it will take all the reasonable steps to correct as soon as possible all the errors, malfunctions, appearing in Games.

16.3 The Operator accepts responsibility for the selection of the Games to achieve its intended results and acknowledges that the Games has not been developed to meet the individual requirements of the Operator.

16.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

17. Limitation of liability

17.1 Except as expressly stated in clause 17.2:

17.1.1 Side Tech shall have no liability for any losses or damages which may be suffered by the Operator (or any person claiming under or through the Operator), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (a) special damage even if Side Tech was aware of the circumstances in which such special damage could arise;
- (b) loss of profits;
- (c) loss of anticipated savings;
- (d) loss of business opportunity;
- (e) loss of goodwill;
- (f) loss or corruption of data,

provided that this clause 17.1.1 shall not prevent claims for loss of or damage to the Operator's tangible property that fall within the terms of clause 17.1.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 17.1.1;

- 17.1.2 the total liability of Side Tech, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to the Fees in any year during the term of this Agreement; and
 - 17.1.3 the Operator agrees that, in entering into this licence, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (In either case) Side Tech shall have no liability otherwise than in accordance with the express terms of this licence.
- 17.2 The exclusions in clause 16.4 and clause 17.1 shall apply to the fullest extent permissible at law, but Side Tech does not exclude liability for:
- 17.2.1 death or personal injury caused by the negligence of Side Tech, its officers, employees, contractors or agents;
 - 17.2.2 fraud or fraudulent misrepresentation;
 - 17.2.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 17.2.4 any other liability which may not be excluded by law.
- 17.3 All dates supplied by Side Tech for the delivery of the Games or the provision of Services shall be treated as approximate only. Side Tech shall not be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.
- 17.4 All references to "Side Tech" in this clause 17 shall, for the purposes of this clause and clause 27 only, be treated as including all employees, subcontractors and suppliers of Side Tech, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 27.
- 17.5 The Operator shall comply with the Third-Party Licences and shall indemnify and hold Side Tech harmless against any loss or damage which it may suffer or incur as a result of the Operator's breach of such terms.
18. Intellectual Property Rights indemnity
- 18.1 The Operator acknowledges that all Intellectual Property Rights in the Games and any Modifications belong and shall belong to Side Tech, and the Operator shall have no rights in or to the Games other than the right to use it in accordance with the terms of this agreement.
 - 18.2 Side Tech undertakes at its own expense to defend the Operator or, at its option, settle any claim or action brought against the Operator alleging that the possession, use, development,

modification or maintenance of the Games (or any part thereof) in accordance with the terms of this licence infringes the Intellectual Property Rights of a third party (Claim) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Operator as a result of or in connection with any such Claim. For the avoidance of doubt, clause 18.2 shall not apply where the Claim in question is attributable to possession, use, development, modification or maintenance of the Games (or any part thereof) by the Operator other than in accordance with the terms of this agreement, use of the Games in combination with any hardware or software not supplied or specified by Side Tech if the infringement would have been avoided by the use of the Games not so combined, or use of a non-current release of the Games.

- 18.3 If any third party makes a Claim, or notifies an intention to make a Claim against the Operator, Side Tech's obligations under clause 18.2 are conditional on the Operator:
- 18.3.1 as soon as reasonably practicable and in any case not later than seven (7) days from receipt, giving written notice of the Claim to Side Tech, specifying the nature of the Claim in reasonable detail;
 - 18.3.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Side Tech (such consent not to be unreasonably conditioned, withheld or delayed);
 - 18.3.3 giving Side Tech and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Operator, so as to enable Side Tech and its professional advisers to examine them and to take copies (at Side Tech's expense) for the purpose of assessing the Claim; and
 - 18.3.4 subject to Side Tech providing security to the Operator to the Operator's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as Side Tech may reasonably request to avoid, dispute, compromise or defend the Claim.
- 18.4 If any Claim is made, or in Side Tech's reasonable opinion is likely to be made, against the Operator, Side Tech may at its sole option and expense:
- 18.4.1 procure for the Operator the right to continue using, developing, modifying or maintaining the Games (or any part thereof) in accordance with the terms of this licence;
 - 18.4.2 modify the Games so that it ceases to be infringing;
 - 18.4.3 replace the Games with non-infringing software; or
 - 18.4.4 terminate this licence immediately by notice in writing to the Operator and refund any of the Fee paid by the Operator as at the date of termination (less a reasonable sum in respect of the Operator's use of the Games to the date of termination) on return of the Games and all copies thereof,

provided that if Side Tech modifies or replaces the Games, the modified or replacement Games must comply with the warranties contained in clause 16.1 and the Operator shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this licence been references to the date on which such modification or replacement was made.

18.5 Notwithstanding any other provision in this agreement, clause 18.2 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession, use, development, modification or maintenance of any Open-Source Games incorporated into the Games or through the breach of any Third-Party Licence relating to any Open-Source Games so incorporated.

18.6 This clause 18 constitutes the Operator's exclusive remedy and Side Tech's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 17.1.

19. Data Protection and Processing of Personal Data

19.1 The parties acknowledge that no exchange of personal data shall take place pursuant to this Agreement. Notwithstanding the foregoing, in the event personal data is exchanged, Side Tech shall perform processing of personal data of End Users as a data processor to the Operator in accordance with this clause 19.

19.2 Protection of Personal Data

19.2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 19.2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

19.2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Operator is the data controller and Side Tech is the data processor (where "data controller" "data processor", "data subject" and "personal data" have the meanings as defined in the Data Protection Legislation).

19.2.3 Without prejudice to the generality of Clause 19.2.1, Side Tech will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Operator for the duration and purposes of this Agreement.

19.2.4 Without prejudice to the generality of Clause 19.2.1, Side Tech shall, in relation to any personal data processed in connection with the performance by the Operator of its obligations under this Agreement:

- (a) Process that personal data only on written instructions of the Operator unless Side Tech is required by the laws of any member of the European Union or by the laws of the European Union applicable to Side Tech to process personal data ("Applicable Laws"). Where Side Tech is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, Side Tech shall promptly notify the Operator of this before performing the processing required by Applicable Laws unless the Applicable Laws prohibit Side Tech from so notifying the Operator;

- (b) Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Operator upon a written request made by the Operator with no less than forty-five (45) days' notice, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) Ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d) Not transfer any personal data outside of the European Economic Area unless the written consent of the Operator has been obtained and the following conditions are fulfilled:
 - (i) Side Tech or the Operator has provided appropriate safeguards in relation to the transfer;
 - (ii) The data subject has enforceable rights and effective legal remedies;
 - (iii) Side Tech complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) Side Tech complies with reasonable instructions notified to it in advance by the Operator with respect to the processing of the personal data;
 - (v) Assist the Operator, at the Operator's expenses, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (vi) Notify the Operator without undue delay on becoming aware of a personal data breach;
 - (vii) At the written direct of the Operator, delete or return personal data and copies thereof to the Operator on termination of the Agreement unless required by Applicable Laws to store the personal data; and
 - (viii) Maintain complete and accurate records and information to demonstrate its compliance with this Clause 19.2 and allow for audits by the Operator or the Operator's designated auditor.

- (e) The Operator does not consent to Side Tech appointing any third-party processor of personal data under this Agreement, except as expressly agreed between the parties.
- (f) Either party may, at any time on not less than 30 days' written notice, revised this Clause 19 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

20. Duration and termination

20.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if:

- 20.1.1** the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- 20.1.2** the other party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 20.1.3** the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 20.1.4** the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 20.1.5** the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 20.1.6** a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 20.1.7** an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 20.1.8** a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

- 20.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 20.1.10 the other party (being an individual) is the subject of a bankruptcy petition or order;
- 20.1.11 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 20.1.12 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 20.1.4 to clause 20.1.10 (inclusive); or
- 20.1.13 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, Side Tech may at any time terminate this agreement with immediate effect by giving written notice to the Licensee if, in the discretionary view of Side Tech, the Licensee does anything, whether by act or omission, which in any way jeopardises or harms Side Tech or any of Side Tech's Affiliate's operating licence(s) or licences with any Competent Authority in any jurisdiction, or in any way damages Side Tech or any of Side Tech's Affiliate relationship with any Competent Authority in the Territory.

- 20.3 Each Party may terminate this Agreement by giving to the other party written notice of ninety (90) days prior to the Termination date. Termination by either party in accordance with the rights contained in this clause 20 shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 20.4 On termination for any reason:
 - 20.4.1 all rights granted to the Operator under this licence shall cease;
 - 20.4.2 the Operator shall cease all activities authorised by this licence;
 - 20.4.3 the Operator shall immediately pay to Side Tech any sums due to Side Tech under this licence; and
 - 20.4.4 the Operator shall immediately destroy or return to Side Tech (at Side Tech's option) all copies of the Games then in its possession, custody or control and, in the case of destruction, certify to Side Tech that it has done so.
- 20.5 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement including clause 1, clause 5, clause 15 (except clause 15.1), clause 17 and clause 20 shall remain in full force and effect.

21. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude



or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22. Remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. Entire agreement

23.1 This licence, the schedules and the documents annexed as appendices to this licence or otherwise referred to herein, contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

23.2 Each party acknowledges that, in entering into this agreement and the documents referred to in it or annexed to it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this agreement or not) (Representation) other than as expressly set out in this agreement or those documents.

23.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this agreement.

23.4 Each party shall use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may be required for the purpose of giving full effect to this licence.

24. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

25. Severance

25.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

25.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

26. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

27. Third-party rights

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

28. No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

29. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for 26 weeks, the party not affected may terminate this agreement by giving 14 days' written notice to the other party.

30. Notices

30.1 Save where otherwise provided for in this licence, any notice or other communication required to be given or served under or in connection with this licence shall be in writing and shall be sufficiently given or served if delivered or sent to the following relevant address and persons:

30.2 In the case of Side Tech to:

Side Tech Limited, Fort Anne, South Quay, Douglas, Isle of Man, IM1 5PD

30.2.1 In the case of Operator to:

Globonet BV, Kaya Richard J. Beaujon z/n, Curacao-Dutch Caribbean

30.3 Under this licence a notice may be given or served by any of the following means and shall be deemed to have been given or served as follows:

30.3.1 by hand - upon delivery;

30.3.2 by first class prepaid registered or recorded delivery post - forty eight (48) hours after posting; or

30.3.3 by email to the email address of the party as set out in 30.2

PROVIDED THAT: (a) no notice shall be deemed to have been given or served unless addressed to the address of the party to be served as specified under clause 30.1 above or to such other address which that party shall have notified the other in writing; (b) a notice given or served on a Saturday, Sunday or public holiday or outside normal business hours



shall be deemed to have been given or served on commencement of normal business hours immediately thereafter.

- 30.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 30.5 Any technical dispute, including interpretation of the Documentation or relating to the functions or capabilities of the Games, shall be referred for final settlement to an expert agreed by the parties or, if not agreed within 14 days of either party's written request to the other, as determined, at the written request of either party, by the President of the British Computer Society. Such expert shall be deemed to act as an expert and not as an arbitrator. The expert's decision shall, in the absence of manifest error, be final and binding on the parties.
- 30.6 The parties are entitled to make submissions to the expert and will provide (or procure that others provide) the expert with such assistance and documents as the expert reasonably requires for the purpose of reaching a decision.
- 30.7 Each party shall bear its own costs in relation to the reference to the expert. The expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the expert) shall be borne by the parties equally or in such other proportions as the expert shall direct.

31. Governing law and jurisdiction

- 31.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 31.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

for and on behalf of

Side Technology Limited


.....
Director

for and on behalf of

Globonet BV


.....
Global Related Services B.V. / Gouloud Hammoud
Director
September 16th, 2019



Schedule 1- Key Variables

Description	Value
Operator	Globonet BV
Commencement Date	The date first written above
Delivery Date	The Delivery Date shall be agreed between the Parties from time to time (subject to the integration between the Gaming Platform and the Operator's Sites).
Initial Term	24 months from 00.01 on the Commencement Date.
Gaming Platform	The Gaming Platform both for online and desktop shall be the Side Tech platform.
Fees	The following Monthly Revenue Share Fee shall apply to all Games: i) 10% of Net Gaming Revenue A Minimum Monthly Fee of €5,000 applies as of the first Game is made available to End Users on the Operator's Sites for real money wagering and shall be fully deductible from the monthly revenue share fee.
Operator's Sites	• www.booi-casino.org • www.play-fortuna7.com
Maximum Bonuses Allowance	15% of Gross Game Win
Additional conditions	Provided the Operator has published on the Operator's Sites for real-money wagering at least a minimum number of ten (10) Games, should the Gross Game Win results in a negative amount in any Month, such negative amount shall be carried over to the subsequent Month for the purposes of calculating the Monthly Revenue Share Fee of the subsequent Month. For the sake of clarity, the Minimum



	Monthly Fee shall always be applicable notwithstanding any negative amount affecting the Monthly Revenue Share Fee calculation.
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Appendix 1 – Service Level Agreement

1. Services

Side Tech shall provide maintenance and technical support services in accordance with the following Service Level Agreement (SLA).

2. Maintenance

2.1 Side Tech shall maintain and update the Gaming Platform on a regular basis. Maintenance includes all regularly scheduled error corrections, software updates and those upgrades limited to improvements to features described in the Gaming Platform Documentation. Support for additional features developed by Side Tech, as requested by the Operator, may be agreed in writing between the parties on a case by case basis.

2.2 Side Tech shall use its best efforts not to perform any maintenance of the Gaming Platform that might cause unavailability (Maintenance Events) during Normal Business Hours. Normal Business Hours means 9-5pm CET.

2.3 Side Tech may interrupt the services to perform emergency maintenance during the daily window of 10.00 pm to 2.00 am UK time. In addition, Side Tech may interrupt the services outside Normal Business Hours for unscheduled maintenance, provided that it has given the Operator at least 48 hours' advance notice.

2.4 Should the Operator determine that the Gaming Platform includes a defect, the Operator may at any time file error reports by e-mailing to the Side Tech Support Engineer (STSE).

2.5 During maintenance periods, Side Tech may, at its discretion, upgrade versions, install error corrections and apply patches to the hosted systems. Side Tech shall use all reasonable endeavours to avoid unscheduled downtime for Gaming Platform maintenance.

3. Technical support services

3.1 Side Tech shall provide the Operator with technical support services. The Operator personnel named as Operator Support Representatives in accordance with clause paragraph 4 of Error! Reference source not found. (OSR) shall be authorised to contact Side Tech for technical support services, as instructed by Side Tech from time to time. Side Tech shall provide technical support services only to that specified set of OSRs. Side Tech shall provide Side Tech Support Engineers (SSE) who are assigned to the Operator account. The PGSEs shall handle support calls from the Operator's OSR and shall maintain continuity of knowledge of the Operator account history. Side Tech shall use reasonable endeavours to provide continuity of SSEs.

3.2 Side Tech shall allow the OSR to access Side Tech technical support. Side Tech technical support shall accept voicemail, e-mail and web form-based incident submittal from CSR with a valid CIN 24 hours a day, seven days a week. Side Tech technical support call centre shall accept calls for English language telephone support during Normal Business Hours within Business Days. Side Tech shall use reasonable endeavours to process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem and



respond to the Operator. Side Tech technical support call centre shall respond to all support requests from CSRs with valid CINs within the time periods specified below, according to priority.

- 3.3 The Operator shall categorize all incidents in the first instance in accordance with the table below. In circumstances where Side Tech disagrees with the specific categorization of an incident, Side Tech retains the right to amend the categorization accordingly at its own discretion. In circumstances where The Operator disagrees with the specific categorization of an incident it shall be discussed as quickly as is reasonably possible by the PGSE and the OSR and escalated thereafter to senior management should said discussion not resolve the disparity of opinion.

Priority	Description	Response time	Target resolution Time
Priority 1	The entire Service is "down" and inaccessible. Priority 1 incidents shall be reported by telephone only.	Within two Normal Business Hours.	Four Normal Business Hours. Continuous effort after initial response and with Operator co-operation.
Priority 2	Operation of the Services is severely degraded, or major components of the Service are not operational and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only.	Within four Normal Business Hours.	Within two Business Days after initial response.
Priority 3	Certain non-essential features of the Service are impaired while most major components of the Service remain functional.	Within 12 Normal Business Hours.	Within seven Business Days after initial response.
Priority 4	Errors that are, non disabling or cosmetic and clearly have little or no impact on the normal operation of the Services.	Within 24 Normal Business Hours.	Next release of Platform.

- 3.4 The Operator shall provide front-line support to all End Users.



3.5 Before Side Tech or the Operator makes changes to integration interfaces between the Gaming Platform and the Operator's Sites and/or internal data stores or systems that might affect the integration between the Operator's Sites and the Gaming Platform, Side Tech or the Operator shall provide notice to the other in order to ensure the continued operation of any integration interfaces affected by such changes. Side Tech shall provide the CSR, or the Operator shall provide the PGSE, with at least 60 days' advance notice of such changes. Such notice shall include at least the new interface specifications and a technical contact to answer questions on these changes. Side Tech or the Operator (as applicable) shall also provide up to 15 days of integration testing availability to ensure smooth transition from the previous interfaces to the new interfaces and the Operator shall pay for all such services relating to integration testing carried out by Side Tech at Side Tech's then current daily fee rates.

4. Parties Technical Representatives

Each Party shall appoint a technical representative and shall keep the other Party updated on such appointment and any following changes as reasonably as possible.

5. Hardware Procurement and maintenance

5.1 Side Tech shall provide to the Operator recommendation as to the appropriate hardware requirements and the technical setup suitable for the hosting and operating the Gaming Platform, including the Games.

5.2 Side Tech shall identify a suitable provider of hosting and connectivity services ('Hosting Provider') and shall make appropriate arrangements for the said Hosting Provider for the procurement or provisioning, as the case may be, of suitable hardware, provision of hardware colocation and hardware maintenance services, for the provision of cloud-based services, ancillary infrastructure, internet connectivity, hosting of the Gaming Platform, including the Games, to be used by the Operator solely in accordance with the terms of this Agreement ('Third Party Services').

5.3 Side Tech shall, with assistance from the Operator as may be required, carry out capacity planning for hardware and connectivity and shall liaise with the Hosting Provider to procure any such required additional capacity.

5.4 Side Tech shall use best endeavours to ensure that the Hosting Provider adheres to the best industry practices with respect to information security.

5.5 Side Tech shall ensure that the Hosting Provider affords to the authorised personnel of Operator, who have been notified as such in advance by the Operator to Side Tech, reasonable access to the Gaming Platform.

5.6 In case the agreement between Side Tech and the Hosting Provider is terminated for any reason or threatened to be terminated, Side Tech shall use its best endeavours to substitute

the Hosting Provider with another one, with least possible interruption of service to the Operator. However Side Tech does not guarantee that there will be no interruption of service and shall not be liable for any such interruption. The Operator shall cooperate with Side Tech and follow Side Tech's instructions in order to make a substitution of Hosting Provider the least disruptive.

- 5.7 The Operator acknowledges and agrees that the use by the Operator of the Third Party Services are subject to the terms and conditions imposed by the Hosting Provider and, therefore, the Operator agrees to abide by the terms of use as may be imposed by the Hosting Provider and notified to the Operator by Side Tech.
- 5.8 The Operator agrees that the Hosting Provider disclaims any liability towards the Operator in relation to Third Party Services to the largest extent remissible by law. Side Tech shall not be liable for unavailability of the Gaming Platform and/or Games, whether due to interruption in internet connectivity, hardware malfunction or any reason relating to the provision of Third Party Services.
- 5.9 The Operator shall not resell any of the Third Party Services and shall only use them for the Enterprise.

6. System Availability

- 6.1 Side Tech shall use its best commercial efforts to ensure that total cumulative unscheduled downtime in any three (3) month period during the term of the Agreement, should not cause availability to fall below 99.50%. For the sake of clarity, unscheduled downtime is only counted when the Games and Gaming Platform, or a substantial part thereof, key functions, or other essential features thereof is non-operational for a significant amount of Operator's End Users and excludes insignificant or minor inconveniences for the End Users and scheduled downtime.
- 6.2 The Games and Gaming Platform shall however not be considered unavailable in any of the following circumstances, and such time shall be disregarded when calculating the availability of the Games and Gaming Platform during any given calendar month:
- 6.2.1 Planned maintenance of the Games and Gaming Platform, provided Side Tech will use its best reasonable effort to complete it as quick as possible and to notify the Operator at least forty-eight (48) hours in advance;
- 6.2.2 Planned updates and upgrades of the Games and Gaming Platform, including but not limited to New Version releases, or with the aim of addressing and/or resolving any software errors, conflicts, technical short comings and/or bugs, provided Side Tech will use its best reasonable effort to complete it as quick as possible and to notify the Operator at least forty-eight (48) hours in advance;

- 6.2.3 Emergency shutdowns necessary to protect the Games and Gaming Platform from malware, including but not limited to viruses, and any form of so called "denial of service" attacks or similar, including minor downtime due to "hot-fixes" of the Games and Gaming Platform, provided that any such emergency shutdown takes no longer than is strictly necessary to complete and where possible is notified by Side Tech to the Operator in advance;
- 6.2.4 Errors or failures to access the Games and Gaming Platform caused as a result of failures or communication problems beyond Side Tech's reasonable control attributable to the internet or any other public or private networks (including without limitation mobile phone networks) used by the Operator or its End Users to access the Games and the Gaming Platform;
- 6.2.5 Any Force Majeure event as defined in the Software Licence Agreement.
- 6.3 The tracking and the calculation of unscheduled downtime shall commence immediately from the Delivery Date and shall continue through the Term. At the end of each calendar month, upon request by the Operator, Side Tech agrees to provide the Operator with accurate figures showing the levels of unscheduled downtime in the most recent month and in the most recent three (3) months on a cumulative basis for the Games.
- 6.4 *Scheduled downtime*
- No more than ten (10) hours per month and per product group of scheduled downtime shall be utilized by Side Tech during the Term. All such scheduled downtime shall be notified in advance to the Operator with a minimum of one (1) weeks' notice and shall be scheduled for periods of minimal customer use of the gaming products, that is for periods such as very early on during week days (for example Tuesday or Wednesday mornings from approximately 03:00 to 08:00 CET).

Appendix 2 - Prohibited Territories

1. Afghanistan
2. American Samoa
3. Australia
4. Belgium (unless under a local license)
5. Cuba
6. Denmark (unless under a local license)
7. Egypt
8. Eritrea
9. Estonia (unless under a local license)
10. France
11. French Guiana
12. Greenland (.DK) (unless under a local licence)
13. Guadeloupe (.FR)
14. Guam
15. Holy See (Vatican City)
16. Hong Kong
17. Iran
18. Iraq
19. Israel
20. Italy (unless under a local licence)
21. Kuwait
22. Malaysia
23. Marshall Islands
24. Myanmar
25. Macao
26. Nigeria
27. North Korea
28. Poland
29. Puerto Rico
30. Qatar
31. French Southern Territories
32. French Polynesia
33. Singapore
34. South Africa
35. Spain (unless under a local license)
36. Sudan
37. Sweden (unless under a license)
38. Taiwan
39. United Kingdom (unless under a local license)
40. United States of America
41. US Minor Outlying Islands
42. US Virgin Islands
43. Yemen
44. Zimbabwe

 45 The Hebrides.

and any other territory or jurisdiction subsequently designated by Side Tech as Prohibited Territories in accordance with clause 7 of the Agreement, less any territory or jurisdiction which Side Tech subsequently designates is no longer a Prohibited Territory.