

OPERATIONS AGREEMENT

by and between

Relax Gaming Ltd

and

Globonet Ltd (PlayFortuna)

dated

2017-01-27



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OPERATIONS AGREEMENT

THIS AGREEMENT (the "Agreement") is made on 2017-01-27 by and between:

- (1) Relax Gaming Ltd, a company incorporated in Malta with the registration number C48994, having its registered office at St Julian's Business Centre, Office 3, Level 4, Elia Zammit Street, St Julians STJ 3153 Malta ("**Relax**")
and
- (2) Globonet Ltd, a company incorporated and registered in Curacao with the company number 2244851, having its registered office at at offices of Offshore Incorporations (Anguilla) Limited, P.O. Box 850, Offshore Incorporations Centre, The Valley, Anguilla, British West Indies (the "**Operator**")

The parties to this Agreement shall be jointly referred to as "Parties" and individually as a "Party".

WHEREAS:

- (A) Relax is a developer of on-line gaming products and also provides and operates a gaming platform into which Relax's own games (the "**Relax Games**"), as well as games from third party game studios (the "**GS-Games**"), are integrated. Relax Games and the GS-Games are collectively referred to as "**the Games**".
- (B) The Operator is a gaming operator that provides on-line games on the websites; <https://en.playfortuna.com/>, (the "**Websites**").
- (C) The Parties wish to govern their cooperation regarding Relax's provision of the Gaming System to the Operator for the purpose of facilitating the offering of Quickspin games via the Gaming System. The possible provision of Relax Games and GS-Games shall be agreed between the Parties by a separate amendment to this Agreement. The offering of the Quickspin games is excluded from this Agreement, as the Operator has entered into a separate agreement concerning such directly with Quickspin.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following expressions shall have the following meanings:

"**Documentation**" shall mean documentation that accompanies each Game, including a functional specification, payout-tables, certificates, release notes and any other relevant documentation relating to each Game.

"**Effective Date**" means the date of execution of this Agreement by both Parties.

"**Excluded Territories**" means (i) any jurisdiction, country, state, province, region or other political subdivision in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of the Quickspin Games via the Gaming System is prohibited by law (including, without limitation, Afghanistan, Antigua and Barbuda, Belgium, Bulgaria, China, Cuba, Cyprus, France and its territories, Hong Kong, Iran, Iraq, Israel, Kalinawake, Libya, Macau, Netherlands Antilles, Republic of Serbia, Spain, Sudan, Syria, the Philippines, Turkey, the USA and its territories), unless the Relax and the Operator

have a valid license in place for any such jurisdiction, if applicable; (ii) the United Kingdom, unless Relax and the Operator has a valid UK Gambling License; and (iii) any other jurisdictions or territories which may be added and designated as Excluded Territories by Relax (at Relax's sole and absolute discretion) from time to time by written notice to the Operator.

"**Game(s)**" means games developed by Relax or a third party game studio and provided to the Operator via the Gaming System from time to time.

"**GS-Game(s)**" means games developed by third party game studios provided to the Operator via the Gaming System from time to time.

"**Gaming System**" means the gaming system provided by Relax under this Agreement consisting of the Platform, the back-end system and related hardware and Internet connections.

"**Launch Date**" means the date when any of the Quickspin Games are made available to play on the first Website.

"**Launch Plan**" means the action and time plan set forth in Appendix 1.

"**Player(s)**" means persons that play the Games (incl. Quickspin Games) on the Websites.

"**Platform**" means the gaming platform into which the Games (incl. Quickspin Games) are integrated as provided by Relax.

"**Quickspin Game(s)**" means games developed and offered by Quickspin regarding which the Operator has entered into a separate agreement directly with Quickspin. The Quickspin Game(s) are provided to the Operator by Relax on the basis of a separate platform agreement entered into by Relax and Quickspin.

"**Relax Game(s)**" means games developed by Relax and provided to the Operator via the Gaming System from time to time

- 1.2 The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

2. **RIGHT TO USE THE GAMING SYSTEM**

- 2.1 Relax hereby grants to the Operator during the term of this Agreement a right to utilize the Gaming System for the purpose of the provision of the Quickspin Games on the Websites in accordance with the terms of this Agreement.
- 2.2 The Quickspin Games may not be provided or offered in the Excluded Territories, unless the Parties separately agree on such in writing. The Operator agrees to block all Players located in the Excluded Territories from being able to access the Quickspin Games provided under this Agreement.
- 2.3 This Agreement does not imply or grant any exclusivity to or by either Party in other business dealings, i.e. Relax may utilize the Gaming System for the provision of the Quickspin Games to other operators and the Operator may utilize other gaming systems, unless the Parties separately agree on certain exclusivity on a case-by-case basis.
- 2.4 Without the prior written consent of Relax or as otherwise stated in this Agreement, the Operator shall not (a) copy the Gaming System or the Documentation, (b) assign

this Agreement or transfer, lease, export or grant a sublicense to the Gaming System to any third party, (c) reverse engineer, decompile or disassemble the Gaming System or (d) use the Gaming System for any other purposes than providing the Quickspin Games to Players on the Websites in accordance with the terms of this Agreement.

3. INTEGRATION AND LAUNCH

3.1 The Parties acknowledge that the integration between the Websites and the Gaming System will require efforts from both Parties. The Parties will provide know-how and resources as required to make the integration process as smooth and quick as possible. Relax will provide relevant technical information and documentation concerning the Gaming System in order to carry out the integration. The Operator shall be responsible for the integration necessary on the Operator's side to connect to the Gaming System. It is stated for the sake of clarity that the integration between QS and the Operator is the same than the integration between QS and Relax referred to herein.

3.2 The integration and launch of the Quickspin Games shall be carried out in accordance with the Launch Plan.

4. OPERATION AND SERVICE LEVELS

4.1 Operation of the Gaming System will be performed by Relax. These services include the following:

- (a) Connection of the Gaming System to the Internet and operation of the Gaming System.
- (b) Provision of standard 2nd line technical e-mail support to the Operator for the Gaming System during normal business hours CET.
- (c) Technical integration support, including guidance during set-up and help in reviewing the code. Integration support is recommended by Relax as it is imperative for a successful integration and quick launch. The Operator is responsible for its own costs and expenses in connection herewith.

4.2 Relax undertakes to provide the Gaming System in accordance with the service levels set forth in Appendix 3.

5. OPERATOR'S OBLIGATIONS

5.1 1st Line Customer Support

The Operator is responsible for providing its Players with 1st line customer support.

5.2 Fraud Control

The Operator is responsible for maintaining fraud control to ensure that chargebacks and other fraudulent behaviour is minimized. Such measures shall include, for example, limitations of deposits, obtaining verification of details, etc.

5.3 Daily Operations

The Operator is responsible for the day-to-day operational activities in relation to the Quickspin Games, including but not limited to, marketing, customer support and care, fraud screening, payment management, etc.

5.4 Certificates

The Operator is responsible for all activities and costs relating to obtaining and maintaining SSL and other required certificates that are not related the Gaming System.

5.5 IT-security

The Operator is responsible for having adequate IT-security systems in place for all its systems in order to fulfil any requirements on data protection, personal integrity protection and anti-money laundering requirements that might be relevant, as well as to protect the systems from third party attacks etc.

6. **FEES AND PAYMENT**

6.1 Set-up Fee

Relax shall not charge a set-up fee from the Operator.

6.2 Royalty

Relax shall not charge a Royalty for the Quickspin Games.

7. **WARRANTIES**

7.1 Each Party warrants and represents that it has full power and authority to enter into this Agreement and to fulfil its obligations hereunder and that the performance of the terms of this Agreement will not breach any separate agreement by which such Party is bound.

7.2 Relax warrants to the Operator that:

(a) It shall perform the services and all of their obligations under this Agreement:

1. using all reasonable skill, care and diligence;
2. using competent personnel with appropriate levels of training, experience and expertise for the tasks which they are required to perform;
3. using hardware, software, and equipment which are adequate and appropriate in the context of this Agreement to enable the services hereunder to be provided in accordance with this Agreement;

(b) Relax is in compliance with all applicable rules, laws and regulations in connection with the supply of the Gaming System; it is the rightful owner of the rights to the Gaming System licensed under this Agreement and/or has obtained the right from the rightful owner to grant such rights;

(c) The Gaming System itself is substantially error-free;

(d) The Gaming System shall in all material aspects perform in accordance with the Documentation.

- (e) The Gaming System does not infringe any intellectual property rights held by third parties.
- (f) The Gaming System will be provided with commercially reasonable resources allocated
- (g) The Gaming System shall be free from all viruses known generally at the date of integration.
- (h) That the Gaming System does not contain any Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful components which have the potential to impair or prevent the operation of the Gaming System. If any such Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful component is contained despite Relax's efforts, Relax will correct this in the Gaming System.

7.3 The Operator warrants to Relax that:

- (a) The Operator shall take all reasonable efforts in order to ensure that the Quickspin Games are provided to Players in compliance with the applicable laws and that commercially reasonable endeavours are made to ensure a bona fide environment for the Players.
- (b) The Operator shall operate its gaming business in accordance with the relevant laws and obtain authorization(s) from relevant authorities if applicable.
- (c) The Operator is in compliance with all the applicable rules, laws and regulations applicable to the supply of the Quickspin Games to the Players via the Gaming System.

8. INTELLECTUAL PROPERTY

- 8.1 Each Party grants to the other Party a right to use the first Party's trademarks as necessary for the other Party to perform its obligations under this Agreement.
- 8.2 All legal and beneficiary interest in any intellectual property belonging to either Party, such as, but not limited to, hardware, firmware, software, game mathematics, materials, interfaces, documents, notes, frameworks, specifications, drawings, goods and devices shall remain the property of the originator.
- 8.3 Relax shall, at its own expense, defend or at its option settle, indemnify and hold the Operator harmless from any direct losses, damages, liabilities, costs and expenses suffered or incurred by the Operator arising from any finding of a court of competent jurisdiction that the Gaming System infringes any patent, copyright (including software) or trademark of any third party, provided that the Operator provides Relax with (i) prompt written notice of such claim, (ii) control over the defence and settlement of such claim and (iii) proper and full information and assistance to settle and/or defend any such claim at Relax's expense. The foregoing shall not apply if the infringement is a result of any changes or modifications performed by the Operator or on behalf of the Operator.
- 8.4 Relax may issue a takedown notice to the Operator for a specific Quickspin Game or set of Quickspin Games at any time upon receiving a third party intellectual property claim or as a result of a third party license termination or expiration. Upon receipt of a

takedown notice, the Operator shall remove such Quickspin Game(s) from the Websites within forty-eight (48) hours.

9. LIMITATION OF LIABILITY

- 9.1 Notwithstanding anything to the contrary herein, the total liability of each Party under this Agreement to the other shall be limited to an amount equal to EUR 50,000.00.
- 9.2 Neither Party shall under any circumstances be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for anticipated savings or contracts, any consequential or indirect loss or for loss of earnings.
- 9.3 Nothing in this Agreement shall limit or exclude the liability of either Party for death or personal injury caused by that Party's negligence or for fraudulent misrepresentation.

10. LICENSING AND REGULATORY COMPLIANCE

10.1 Gaming License

- 10.1.1 Relax is licensed in several jurisdictions and has the possibility to offer the Gaming System to operators according to the requirements of the different licenses it holds and under the condition that the operator fulfils the conditions of the relevant jurisdiction. Relax is currently licensed in Malta, UK, Alderney and Denmark.
- 10.1.2 The Operator is responsible for obtaining gaming licenses and/or relevant authorizations from the relevant gaming authority as of Relax's instruction before the Launch Date and to maintain such license and/or authorization during the term of this Agreement. The Operator is responsible for all costs associated with applying for and maintaining the license and/or authorization. The Operator shall furnish to Relax a copy/copies of such before the Launch Date. The Operator warrants that it shall abide by all laws and regulations applicable to its gaming activities and by the relevant gaming authorities' directives. The Operator shall promptly inform Relax of any material change of circumstances that may affect its license and/or authorization.

10.2 Regulatory Compliance

- 10.2.1 Both Parties shall comply with all local and foreign laws and regulations and standards promulgated there under (including but not limited to laws, regulations and standards applicable to online wagering games and all related activities) that may apply with respect to distribution of the Quickspin Games under or otherwise with respect to this Agreement.
- 10.2.2 Neither Party shall be liable for any breach of this Agreement directly or indirectly occasioned by or resulting from compliance with any regulatory action taken or decision made by any competent authority in respect of this Agreement. In the event that any term of this Agreement is adjudged to be void and or unenforceable by any competent regulatory authority, the Parties will consult with the purpose of amending this Agreement to the satisfaction of the said authority. If the Parties are unable to agree on a suitable amendment to the satisfaction of said authority, either Party may serve notice on the other to terminate this Agreement without any further liability.

11. TERM AND TERMINATION

- 11.1 This Agreement shall commence on the date on which this Agreement is signed by both Parties (the "Effective Date").

- 11.2 This Agreement shall be effective as of the Effective Date, and be valid for a period of two (2) years (the "**Initial Term**"), unless terminated in accordance with the provisions set out below. Upon termination of the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each separate extension an "**Extended Term**"), unless a notice of termination is given by either Party at least ninety (90) days prior to the expiry of the Initial Term or any Extended Term.
- 11.3 Either Party shall, without prejudice to any other rights and remedies, be entitled to terminate this Agreement immediately by giving a written notice to the other Party if the other Party:
- (a) commits a material breach of this Agreement and has not rectified the breach within fourteen (14) days of the notice specifying the breach;
 - (b) is prevented or delayed in the performance of its obligations by an event of force majeure for a continuous period of sixty (60) days; or
 - (c) is the subject of voluntary or compulsory liquidation or bankruptcy.
- 11.4 Either Party may terminate this Agreement immediately by written notice to the other Party in the event of any changes to the law preventing the first Party from providing its services under this Agreement.
- 11.5 Upon expiry or termination of this Agreement, the Operator shall cease providing the Quickspin Games to Players and returns to Relax or destroy all copies of the Documentation and Relax will discontinue the Operator's access to the Gaming System.
12. **CONFIDENTIALITY**
- 12.1 For the purposes of this Agreement "**Confidential Information**" shall mean the terms and conditions of this Agreement and all information disclosed by either Party to the other Party, in writing or orally, relating to the Games or Quickspin Games, the Gaming System, the Documentation and any other products delivered hereunder and the businesses of the Parties, except for information which:
- (a) was or becomes publicly known without breach of this Agreement or applicable law; or
 - (b) is obtained by the receiving Party from a third Party without a breach of such third Party's obligations of confidentiality; or
 - (c) is required by law to be disclosed by the receiving Party.
- 12.2 Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement and not to disclose any Confidential Information of the other Party to third parties. The foregoing shall not prevent a Party from disclosing Confidential Information to its professional advisors, provided that such advisor is bound by professional secrecy or a written confidentiality undertaking on materially the same terms as set forth in this Section 12.
- 12.3 The obligation to keep Confidential Information strictly confidential shall survive the expiry or termination of this Agreement and shall continue for a period of five (5) years thereafter.

13. **PUBLICITY**

Neither Party will make any press release or other public announcement about the relationship established by this Agreement, its value, or its terms and conditions, or in any manner advertise or publish the fact of this Agreement without the other Party's prior written consent, provided, however, that such consent shall not be unreasonably withheld or delayed.

14. RELATIONSHIP BETWEEN THE PARTIES

The Parties are independent contractors and nothing contained herein shall in any way constitute any association, partnership or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party shall have any right, power or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other, or to bind the other Party in any manner whatsoever.

15. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in the performance of any of its obligations pursuant to this Agreement due to a Force Majeure event if such Party could not have prevented the delay or failure by using reasonable and prudent foresight including the implementation of reasonable precautions and as soon as reasonably practicable after becoming aware of the Force Majeure event gives notice of the occurrence of such event to the other Party by telephone and confirms this by writing within twenty-four (24) hours and uses professional, prudent and reasonable steps to perform its obligations under this Agreement as soon as possible and otherwise to mitigate the effects of the Force Majeure event.

16. ASSIGNMENT

Neither Party may, wholly or partially, transfer, assign, pledge or sub-license its rights or obligations under this Agreement to any third party without the prior written consent of the other Party. The foregoing shall not restrict Relax from retaining the services of other companies in the Relax group.

17. ENTIRE AGREEMENT AND AMENDMENTS

17.1 This Agreement and its attachments constitute the entire Agreement between the Parties on all issues to which the Agreement relates and supersedes all previous written or oral commitments and undertakings.

17.2 Only those amendments and additions to this Agreement that are made in writing and signed by the Parties are valid.

18. SEVERABILITY

If any provision of this Agreement or part thereof shall to any extent be or become invalid or unenforceable, the Parties shall agree upon any necessary and reasonable adjustment of the Agreement in order to secure the vital interests of the Parties and the main objectives prevailing at the time of execution of the Agreement.

19. WAIVER

No consent or waiver, express or implied, by either Party of any breach or default of the other Party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other Party of the same or any other obligation hereunder. Any failure by one Party to complain of any act or failure to act of the other Party or to declare that other Party is in default

shall not constitute a waiver by the first Party of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the Party purporting to give the same.

20. NON-SOLICITATION

Neither Party shall during the term of this Agreement and for the period of one (1) year from the date of termination of this Agreement, without the written prior consent of the other Party, solicit or endeavour to entice away from the other Party any person who is an employee of the other Party.

21. NOTICES

Any notice made or given in connection with this Agreement shall be deemed to have been given if delivered personally or sent by registered mail. A notice sent by registered mail will be considered duly given five (5) working days after the date of posting.

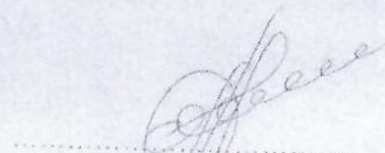
22. GOVERNING LAW AND DISPUTES

22.1 This Agreement shall be construed in accordance with and governed by the substantive laws of Malta without regard to its conflict of law rules.

22.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Malta Arbitration Centre. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Valletta, Malta. The language to be used in the arbitral proceedings shall be English.

This Agreement has been executed duplicate on the date first set forth above.


Relax Gaming Ltd
by Patrik Österåker, CEO


Globonet Ltd
by Andrii Podvysotskyi

APPENDIX 1
Launch Plan

Not applicable.

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a flourish.

APPENDIX 2 Service Level Agreement

1. General

This Service Level Agreement ("SLA") governs the service levels and performance of the Gaming System, which consists of the Platform whereupon individuals participate in Relax's activities by utilizing the different games software, the administrative back office system that is made available to the Operator, the Internet connection to the server(s) and any related hardware.

The services under this SLA are provided by Relax. Relax assumes full responsibility (subject to the limitations of liability in Section 9 of the main body of the Agreement) in relation to the Operator for the services provided by Relax.

Words and expressions which are defined in the main body of the Agreement shall have the same meaning in this SLA unless explicitly defined differently herein.

If any part of this SLA does not correspond to or agree with the main body of the Agreement, the main body of the Agreement shall have precedence.

2. Performance Levels

2.1 Accessibility objective

Relax's intention is that the Gaming System will be available 24 hours a day every day of the year with only limited, scheduled and notified interruptions.

2.2 Scheduled interruptions

In order to provide services, updates and maintenance, Relax will schedule interruptions in the accessibility of the Gaming System (including the software, the internet connection and the back office system). These interruptions of the Gaming System will be kept within the following time frame:

- Not more than 12 planned interruptions per year
- Maximum 2-hour downtime for each interruption.
- Total downtime limited to 12 hours per year.

The planned interruptions shall as far as possible be scheduled between the hours of 01:00 and 08:00 CET. Interruptions during the peak hours of the Gaming System activities shall be avoided, but cannot be excluded.

The Operator shall be notified at least 48 hours before a scheduled interruption. The notification shall contain date and time for the interruption, planned downtime and the reason for the interruption. Relax will notify the Operator's appointed contact person by e-mail or telephone.

2.3 Accessibility

With the exception of the scheduled interruptions described above, Relax guarantees an uptime and accessibility per calendar quarter amounting as follows:

- The Software: 99%
- The Internet connection: 99.5%
- The Back Office System: 99%

The above levels shall not include any disturbances or interruptions resulting from emergency or general maintenance that lasts five (5) minutes or less.

2.4 Limitations

This SLA does not cover and Relax cannot be held liable in any way for any disturbances or interruptions in the Gaming System availability that are in any manner related to or caused by third parties other than Relax.

2.5 Measuring report

The uptime and accessibility of the Gaming System is measured by Relax on a monthly basis. A quarterly report specifying the downtime of the Gaming System will be delivered to the Operator upon request.

3. **Problem Management**

3.1 Unplanned incidents

In the event of unplanned incidents, the trouble search shall begin as soon as possible. Incidents shall be reported to the Relax Support Centre according to the instructions set forth below.

The escalation process of Relax guarantees that the Support Centre will commence work on the elimination of the incident within the following timeframe from receipt of the initial report:

- Monday - Friday between 08:00 and 17:00 CET within 15 minutes.
- During any other time within 30 minutes (including also Mondays to Fridays that are national holidays in Estonia or Malta, 24 December or 31 December).

3.2 Communication and reporting routines

When the Operator discovers any indications on incidents that affect the accessibility of the Gaming System, the Support Centre shall be contacted according to the following instructions:

- All days between 08:00 and 17.00 CET: By contacting the Support Centre by e-mail to partnersupport@relax-gaming.com or by telephone +372 322 3222.
- At any other time: By contacting the Support Centre by telephone +372 322 3222.

If the Operator reports an incident covered by this SLA by making a telephone call, the Operator is also required to send an e-mail to partnersupport@relax-gaming.com. The timestamp of the e-mail will be the time used for calculations of reaction times, uptime and downtime

When the problem which caused the incident has been rectified, the Operator will be notified hereof immediately. A written incident report will be delivered to the Operator contact person no later than 48 hours after the rectification.

4. Credits

If the guaranteed accessibility as described in Section 2.3 is not achieved in any individual calendar month, the Royalty for the month following directly upon the month of measurement shall be reduced as follows:

The Gaming System

97 % - 98.99 % uptime and accessibility => 10% reduction of the Royalty
≤ 97 % uptime and accessibility => 25% reduction of the Royalty

The Internet Connection

98 % - 99.5 % uptime and accessibility => 20 % reduction of the Royalty
≤ 98 % uptime and accessibility => 25% reduction of the Royalty

The Back Office System

97% - 98.99% uptime and accessibility => 10 % reduction of the Royalty
≤ 97 % uptime and accessibility => 25% reduction of the Royalty

APPENDIX 3
Royalty Calculation

Not applicable, to be amended in case the Operator obtains Games from other Game Studios.

