

Software License Agreement

This Software License Agreement (the "**Agreement**") is made effective as of November 19th 2020 (the "**Effective Date**"), by and between the "**Parties**":

Content Media Operations Sweden AB ("Licensor"), a private company registered in Sweden with corporate registration number 559193-9755 with its registered office located at **Centralplan 15, 3 TR, 111 20 Stockholm, Sweden**

AND

PlayDOM B.V. ("Licensee"), a company incorporated under the laws of Curacao with corporate registration number 145097, with its principal office at **Kaya Richard J. Beaujon Z/N, Curacao.**

The Licensor and the Licensee individually referred to as a "**Party**" and collectively as the "**Parties**".

Whereas:

the Licensor is a software company that develops games including a Remote Gaming Server, RGS and clients for games to be played using real or play money.

the Licensee is a gambling operator who wants to acquire a non-exclusive license to integrate to Licensor's RGS and make the games available to its customers over the Internet.

Therefore agree as follows:

1. DEFINITIONS

- 1.1. "**Confidential Information**" means any confidential or proprietary information of whatever nature and in whatever form relating to the party disclosing it or any of its affiliates (the "**Disclosing Party**") or any of its customers, suppliers or providers which is not publicly available. Without prejudice to the generality of the preceding sentence, Confidential Information shall include:
- (a) all information relating to the Licensed Software, including the concepts and ideas behind the Licensed Software (which is the Confidential Information of Licensor),
 - (b) all information relating to the administrative, financial or operational arrangements of the Disclosing Party; and
 - (c) all technical and non-technical information, data, drawings, including the Documentation, experience, trade secrets and know-how relating to the business affairs, products, services, customers and strategies of the Disclosing Party, which is directly or indirectly disclosed to the other Party (the "**Receiving Party**"), whether before or after the Effective Date, whether in writing, orally or electronically, including, without limitation, information or data relating to the Disclosing Party's products, IT systems, ideas, software, design methodology, evaluation methodology and criteria, manufacturing processes and related equipment, suppliers, customers, business plans, strategies and financial situation and any notes, memoranda, summaries, analyses, compilations or any other writings relating thereto; and
 - (d) all analyses, compilations, studies and other documents prepared by or on behalf of the Disclosing Party and/or its employees or advisors.
- 1.2. "**Documentation**" means user manuals, documents, drawings and other written or



electronic materials pertaining to the Licensed Software which were prepared and/or provided by Licensor.

- 1.3. **"End User"** means a customer who utilizes Licensed Software and related services operated on the Licensee's website.
- 1.4. **"Excluded Territories"** means
- a. any jurisdiction, country, state, province, region or other political subdivision in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of the Licensed Software is prohibited by law.
 - b. any jurisdiction, country, state, province, region or other political subdivision in which a license is required by the Licensee for accepting bets on the Licensed Games to End Users and such license has not been obtained.
 - c. any jurisdiction, country, state, province, region or other political subdivision in which a license is required by the Licensor for developing and selling the Licensed Software, in part or as whole and such license has not been obtained.
 - d. any other jurisdictions or territories which may be added and designated as Excluded Territories by Licensor from time to time by prior written notice to Licensee.
 - e. the jurisdictions, countries, states, provinces, regions and political subdivisions provided in Annex 1 of this agreement.
- 1.5. **"Licensed Games"** means games made available to Licensee, from time to time, in RGS and released to Licensee in written release notes.
- 1.6. **"Licensee Platform"** means Licensee's internet gaming system and related services operated on the Licensee's Website, connected to the RGS pursuant to the rights granted, and subject to the conditions set forth, in this Agreement.
- 1.7. **"Licensed Software"** means the RGS and the Licensed Games including the communication protocol between them, developed by the Licensor.
- 1.8. **"RGS"**, Remote Gaming Server means the server, or servers as may be required, belonging to and hosted by or on behalf of Licensor, upon which all necessary components hereof are installed to perform in accordance with this Agreement, which is linked via the Internet to the Platform. The RGS APIs are not open for Licensees to develop game clients.

2. GRANT OF LICENSE

- 2.1. Licensor hereby grants to Licensee, as of the Effective Date a license and therefore the right to use the Licensed Games deployed to Licensor RGS for commercial exploration from Licensee's websites.
- 2.2. The license is not exclusive. The Licensor has the right to operate and commercially exploit the Licensed Games itself and/or to grant licenses including right to sublicense to other parties.
- 2.3. The Licensee does not have the right to alter the Licensed Games in any manner unless determined otherwise in this Agreement.
- 2.4. The License is not valid for the Licensee to be used in Excluded Territories.
- 2.5. Licensee have the right to use all or a part of the Licensed Games. In the event a Licensed Game has not been used commercially for three consecutive months the Licensor has the right to disable the game and remove it from the list of Licensed games.



3. DELIVERY

- 3.1. The Licensor RGS is made accessible via an Application Programming Interface ("API") to the Licensee Platform.
- 3.2. The Licensee will integrate to the Licensor API.
- 3.3. Game clients are hosted and made accessible via the Internet by the Licensor unless a different setup has been agreed in writing.
- 3.4. Although the Licensor deliver software of the highest quality and is using the best practices for testing and quality assurance in line with industry standards the Parties are aware that bugs and malfunctioning may occur. In the case of malfunction, bets and payouts are voided.
- 3.5. The Licensed Games are provided "as is" and the Licensor shall not be liable to the Licensee, Licensee's End Users or players and/or any End Users or players for any error or malfunction of any Licensed Game under any theory or law. Licensor will render as soon as possible and free of charge all reasonable support in order for the Licensed Games to operate in the manner intended.
- 3.6. The Licensor is responsible for issuing and bear the cost for game certificates and translations. The Licensee can request a translation or certification for a specific market. Costs for such bespoke translation and certificate will be borne by the Licensee and the translation and certificate will remain the property of the Licensor.
- 3.7. The Licensor shall use all reasonable commercial efforts to make the Licensed Games available twenty four hours per day, 7 days a week, excluding:
 - a. downtime for systems maintenance, including upgrades, and operations configuration for which the Licensor shall provide Licensee no less than 48 hours prior written (by e-mail) notice or such other time as agreed by both Parties in writing;
 - b. un-scheduled downtime by other forces beyond the control of Licensor, including without limitation, software defects or hardware failures on the part of the Licensee or downtime caused by Licensee's network of the Internet.

4. SUPPORT AND MAINTENANCE

- 4.1. The Licensor targets to have an uptime of 99.9% excluding scheduled maintenance.
- 4.2. Subject to the continuous timely receipt by Licensor of the Fees as set forth in this Agreement hereto, during the License Term, Licensor shall provide Licensee with support and maintenance services 24x7 reported by email to support@contentmedia.eu.
- 4.4. Licensor shall be solely responsible for making available and providing to its sublicenses or customers with first level support with respect to the use of the RGS and the Licensed Games. Licensee shall be solely responsible for making available and providing its End Users with first level support with respect to the Licensed Games. The Parties' support desks shall be staffed with experienced personnel who are familiar with the Licensed Games and Licensee Platform, respectively.



5. WARRANTIES

Licensor warrants that the Licensed Games do not infringe the Intellectual Property Rights of any third party. In the event Licensee is confronted with a third party claiming that his rights are infringed he will inform Licensor forthwith promptly. Licensee will then surrender all defenses to Licensor and will not in any manner admit to the infringement vis a vis the claiming party. Licensor shall then take over the defense and have the right to change the Licensed Games, in any manner in order to circumvent the alleged infringement or to take the Licensed Game(s) out of production without incurring any liability to the Licensee.

6. FINANCIALS

- 6.1. The Licensee shall pay to Licensor each month during the term of this Agreement a License Fee on the basis of Net Gaming Revenue ("NGR") where NGR is defined as:
 - a. Standard Games: Real Money Wager - Real Money Payouts
 - b. Jackpot Games: Real Money Wager - Real Money Payouts - Jackpot Contribution (Jackpot payouts are excluded from "Real Money Payouts")
 - c. Bonus wager are excluded from license fee if it is defined on API level up to 20% of real money wager. Bonus wager that are not visible to Licensor via API is calculated as Real Money Wager.
- 6.2. The License Fee is 11% of NGR and paid monthly.
- 6.3. The NGR may, for the purpose of calculating the monthly License Fee, not be a negative figure.
- 6.4. License Fee is calculated on a monthly basis and there is no carry over of a negative License Fee to the following months.
- 6.5. The License Fee shall be payable by Licensee in the format of a bank transfer to the Licensor on a monthly basis. Licensor is responsible for issuing the invoice.
- 6.6. All amounts given in this Agreement are in EURO (EUR) and are exclusive of value added tax and any other taxes or duties which may be imposed, which shall be paid by the Licensee at the rate and in the manner for the time being prescribed by law (exclusive of the taxes which must be paid exclusively by the Licensor under the law, e.g. income tax).
- 6.7. Invoices to be paid by Licensee shall be paid with electronic bank transfer and no later than 30 days after the date of invoice. Interest will accrue on late payments at an annual rate of eight (8) percent.
- 6.8. A month starts at UTC 00.00 the first day of a calendar month and ends at UTC 24.00 the last day of the same calendar month.
- 6.9. Wagers in other currencies than EUR will be converted to EUR on a daily basis according to available exchange rates provided by the official website of European Central Bank ("ECB") reference rates. If exchange rates are not available at ECB another reliable source will be used.



7. TERM AND TERMINATION

7.1. This Agreement shall have an initial term of twelve (12) months from the Effective Date (the "Initial Term") and shall automatically be renewed until terminated by either Party.

7.2. This Agreement may be terminated:

a. unilaterally by either Party by giving the other Party three (3) months prior written notice, via the following e-mail:

- on the part of the Licensor: finance@elk-studios.com

- on the part of the Licensee: nadia@gagarinpartners.com and info@g-force-corporate-services.com

7.3. This Agreement may be terminated with immediate effect by either Party:

b. if the other Party commits a material breach of this Agreement and which is not cured within forty-five (45) days of a written request to remedy the same stating the intention to terminate the Agreement;

c. if the other Party becomes unable to pay its debts when they become due or if a receiver or similar office is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other for the making of an administrative order (otherwise than for the purpose of consolidation or reconstruction);

d. upon the occurrence of a default due to a force majeure event that continues for more than eight (8) weeks;

e. if the other Party cannot perform its responsibilities set out in this Agreement due to insolvency or fraudulent behavior.

f. if the Licensee operates in an Excluded Territory.

g. if the Games have not been live six (6) months after the Effective Date.

7.4. Upon the expiration or earlier termination of this Agreement for any or no reason

a. the Parties shall immediately and automatically have no further right to exercise any of the rights licensed or granted to them in this Agreement.

b. Licensee shall immediately cease all use of the Licensed Software including documentation in its possession or control.

8. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights, title and interest in and to the Licensed Software, code and logic which describes and/or comprises the RGS and Licensed Games, Modifications and the Documentation, including any and all modifications and additions thereto (whether or not developed at the request of Licensee or paid for by Licensee), including copyright, patent rights, trade secrets and all other intellectual property rights, shall at all times remain

the sole property of Licensor. Licensee agrees not to challenge any Intellectual Property Right, which is reserved for Licensor under this Agreement.

9. CONFIDENTIALITY

9.1. Each Party represents and warrants that it will:

- a. hold Confidential Information in confidence and protect the Confidential Information to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose and not less than reasonable means;
- b. not make any use of the Confidential Information, save as provided for under this Agreement;
- c. restrict disclosure of Confidential Information solely to those of its employees or consultants with a need to know, and will advise in writing those of its employees and consultants to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the Confidential Information and shall be responsible and liable for any breach of confidentiality by such employees or consultants;
- d. return all Confidential Information made available hereunder, including copies thereof, to the Disclosing Party or will destroy the same (as certified to the Disclosing Party) at the earlier of the (x) first written request of the Disclosing Party, or (y) the termination or expiration of this Agreement for any or no reason.

9.2. The confidentiality obligations of each Party under this Agreement will not extend to any information that such Party can demonstrate:

- a. was in the public domain prior to the date of coming into force of this Agreement or entered public domain after that date through no wrongful act or default of the Receiving Party;
- b. becomes publicly known by publication or otherwise ceases to be secret or confidential through no act or omission of the Receiving Party;
- c. it is already known to or in the possession of the Receiving Party free of any obligation to keep it confidential at the time of disclosure, as shall be demonstrated in writing by the Receiving Party;
- d. is acquired without a confidentiality undertaking by either Party from a third party who was not under an obligation to the Disclosing Party not to disclose such information;
- e. has been explicitly approved for release by prior written authorization of the Disclosing Party;
- f. has been disclosed pursuant to a duty under applicable law, provided however, that in such an event, as soon as practical after receiving the order or requirement of a court, administrative agency or other governmental body, the Receiving Party shall give the Disclosing Party a written notice of such order or requirement and in any event such notice shall be prior to disclosure of such information and parties shall mutually cooperate in order to decide which minimal volume of the confidential information must be thus disclosed

9.3. The disclosing of Confidential Information by the Disclosing Party does not give to the Receiving Party any right of whatever sort to this Confidential Information.

10. DUE DILIGENCE

- 10.1. The Licensee shall be required to present to Licensor, due diligence documentation according to international AML legislation and policies, proof of casino licenses held by Licensee, information regarding ownership of the Licensee including ultimate beneficial owner and/or other reasonable documentation related to compliance as requested by Licensor. Moreover, Licensee shall provide the Licensor any necessary update to any such documentation, data or information at any time during the term of this Agreement. In the event that either such documentation is not provided within the stipulated time or such documentation is not to the reasonable satisfaction of Licensor, Licensor shall be entitled, at its sole discretion, to deny access to the Licensed Software and/ or to terminate this Agreement.

11. LIMITATION OF LIABILITY

Notwithstanding anything in this agreement to the contrary, and without derogating from the foregoing, the maximum aggregate liability of Licensee and Licensor, or any of their associate, affiliate, parent or subsidiary corporation, for any and all liability arising under or in connection with this agreement, whatsoever arising, with respect to any and all events raising liability, whether for negligence, breach of contract, alleged or actual third party intellectual property infringement, misrepresentation or otherwise in respect of a single occurrence or a series of occurrences, shall in no circumstance exceed EUR 100,000, the aggregated value of the last 12 months revenue generated by the Licensor preceding the breaching event or the actual amount of loss or damage whichever is less. Neither Party shall in no event be liable for any indirect damage such as, for example, loss of profit, loss of business or contract or any other indirect or consequential loss or damage.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties hereto irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matters or formation (including non-contractual disputes or claims).



13. MISCELLANEOUS

This Agreement with any appendices constitute the entire agreement between the Parties and shall supersede all prior written or oral agreements between the Parties regarding the subject matter of this Agreement.

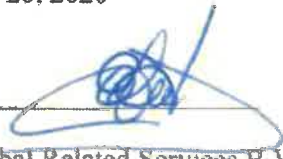
THIS SOFTWARE LICENSE AGREEMENT has been entered into between the Parties on the Effective Date and an authorized representative of the Parties has duly executed this agreement.

PlayDOM B.V.

Content Media Operations Sweden AB

Date: November 20, 2020

Date November 20, 2020


on behalf of Global Related Services B.V.
Gouloud Mercedes Hammoud
Statutory Director


Filip Säfbeck
CEO

PlayDOM B.V.
Commercial Registry nr. 145067
Curaçao

Annex 1: Excluded Territories

Australia
China
France
Netherlands
United States

