

End User License & Support Agreement

LICENSE & SUPPORT AGREEMENT FOR PLAYSAFE SYSTEMS

IMPORTANT – READ CAREFULLY: THIS END-USER LICENSE & SUPPORT AGREEMENT ("EULSA") IS A LEGAL AGREEMENT BETWEEN YOU, AS USER (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND ***** LIMITED T/A PLAYSAFE SYSTEMS FOR THE SOFTWARE PRODUCT IDENTIFIED IN SCHEDULE A, WHICH INCLUDES COMPUTER SOFTWARE AND MAY INCLUDE ASSOCIATED MEDIA, PRINTED MATERIALS, AND "ONLINE" OR ELECTRONIC DOCUMENTATION (SOFTWARE PRODUCT). BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT AND/OR SIGNING THIS AGREEMENT, USER AGREES TO BE BOUND BY THE TERMS OF THIS EULSA AND TO PAY PLAYSAFE SYSTEMS THE LICENSE AND SUPPORT FEE FOR SOFTWARE LICENSING AND PROVIDING THE SUPPORT SERVICES FOR THE SOFTWARE PRODUCT UNDER THE TERMS AND CONDITIONS SPECIFIED IN THIS AGREEMENT. IF USER DOES NOT AGREE TO THE TERMS OF THIS EULSA, DO NOT INSTALL OR USE THE SOFTWARE PRODUCT.

THE SOFTWARE PRODUCT IS PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. THE SOFTWARE PRODUCT IS LICENSED, NOT SOLD. USER MUST PAY THE LICENSE AND SUPPORT FEE SPECIFIED IN SCHEDULE A AND COMPLY WITH ALL THE TERMS AND CONDITIONS OF THIS EULSA IN ORDER TO USE THE SOFTWARE PRODUCT AND FOR PLAYSAFE SYSTEMS TO PROVIDE THE SOFTWARE SUPPORT SERVICES.

1) DEFINITIONS

- a) The "SOFTWARE PRODUCT" means the computer software, services, and software Product components with parameters specified in SCHEDULE A and covered by this agreement at the location(s) specified in SCHEDULE A.
- b) "License & Support Fee" means the monthly fee User agrees to pay PLAYSAFE SYSTEMS for the right to use the SOFTWARE PRODUCT and access the Support Services. The License & Support Fee is specified in SCHEDULE A. Payment of the License & Support Fee is required in advance of the period to which it applies.
- c) The "Commencement Date" is the date which User first commences use of the SOFTWARE PRODUCT covered by this EULSA, but not later than the date set forth in Schedule A.
- d) "Product" means software, products and services provided by PLAYSAFE SYSTEMS

2) GRANT OF LICENSE

Subject to payment of the License & Support Fee and compliance with the terms and conditions of this agreement, this EULSA grants User the following rights:

- a) User may install and use the SOFTWARE PRODUCT as specified in SCHEDULE A for use in the location(s) specified in SCHEDULE A or alternative locations within the United Kingdom and Ireland. The License & Support Fee shown in Schedule A is for providing software licensing and support services for the SOFTWARE PRODUCT as specified in SCHEDULE A. PLAYSAFE SYSTEMS is to be advised of any variation to the locations specified in SCHEDULE A and the total License & Support Fee will be varied if there is a change to the number of systems or variation to the system specifications outside the parameters expressed in SCHEDULE A.
- b) User may make one copy of the SOFTWARE PRODUCT in machine readable form solely for backup purposes. User must reproduce on any such copy all copyright notices and any other proprietary legends found on the original.



- c) This EULSA gives User limited rights to use the SOFTWARE PRODUCT. User does not become the owner of, and PLAYSAFE SYSTEMS UK retains title to, the SOFTWARE PRODUCT, and all copies thereof. All rights not specifically granted in this Agreement, including domestic and international Copyrights, are reserved by PLAYSAFE SYSTEMS.

3) SUPPORT SERVICES

Subject to payment of the License & Support Fee and compliance with the terms and conditions of this agreement, PLAYSAFE SYSTEMS agrees to provide the following Software Support Services:

- a) **General & Emergency Telephone Support:** PLAYSAFE SYSTEMS will provide User with general telephone assistance in the operation of the SOFTWARE PRODUCT during PLAYSAFE SYSTEMS normal office hours (9:00am – 5:30pm UK Time, Monday to Friday, non-public Holidays). Emergency after hours telephone support will be provided at other times in the case of critical system problems only.
- b) **On-Line Web Based Resources:** PLAYSAFE SYSTEMS will provide User with access to on-line resources including software applications and updates and user guides.
- c) **On-Line Internet Support:** PLAYSAFE SYSTEMS will provide User with remote trouble shooting and administration support services via broad band internet connection during normal business hours.
- d) **Software Updates:** PLAYSAFE SYSTEMS will provide User with software patches, revisions and updates which are developed by PLAYSAFE SYSTEMS to enhance the SOFTWARE PRODUCT, but do not include custom modifications requested by User which are to be subject to separate negotiation and agreement between User and PLAYSAFE SYSTEMS.

4) CONDITIONS AND RESTRICTIONS

The following conditions and restrictions apply to the software licensing and support services covered by this agreement.

- a) User may not make or distribute copies of the SOFTWARE PRODUCT, or electronically transfer the SOFTWARE PRODUCT from one computer to another or over a network, other than for the purpose of installing it for use in accordance with this EULSA.
- b) User may not decompile, reverse engineer, disassemble, modify, or otherwise reduce the SOFTWARE PRODUCT to a human perceivable form.
- c) User may not modify, rent, resell for profit, distribute, sublicense or create derivative works based upon the SOFTWARE PRODUCT or any part thereof.
- d) User may not use the Product as part of a time sharing, service sharing, service provider, facility management, or service bureau arrangement, whether at a cost or fee or on a cost-free basis.
- e) User must provide a continuous broad band internet connection to the site with connection to the Manager Server.
- f) User must purchase, install and maintain approved remote management software on each computer running any component of the SOFTWARE PRODUCT.
- g) If the User wishes to change the location of the installed software, then PLAYSAFE SYSTEMS may charge a further software set up fee if work is required to re-install the software at the new location.
- h) User may only use this SOFTWARE PRODUCT in association with computer and related hardware which is approved by PLAYSAFE SYSTEMS. This includes computers, network cabling and hardware, in-game hardware and any other peripheral devices connected to or interacting with the SOFTWARE PRODUCT. Use of any hardware not approved by PLAYSAFE SYSTEMS will be a breach of this EULSA.
- i) User must install the latest software updates provided to User by PLAYSAFE SYSTEMS. Subject to those latest software updates being tested and meeting operational requirements User may not use a previous version or copy of the Product, and after upgrading the Product, any copies of the prior version in User's possession must be destroyed.



- j) For any encoded cards that are used in association with the SOFTWARE PRODUCT, User must obtain the numbers to be encoded or printed on those cards from PLAYSAFE SYSTEMS. Use of card numbers not issued and approved by PLAYSAFE SYSTEMS will be a breach of this EULSA. Where the encoded cards are not sourced from PLAYSAFE SYSTEMS, User will be charged a card number issue fee as specified in SCHEDULE A.
- k) Without prejudice to any other rights, PLAYSAFE SYSTEMS may terminate this EULSA if User fails to pay the License & Support Fee or fails to comply with the terms and conditions of this EULSA. In such event, User

agrees to immediately destroy and cease to use all copies of the SOFTWARE PRODUCT and any of its component parts.

5) TERM OF AGREEMENT, PAYMENTS AND TERMINATION

- a) This agreement will take effect from the Commencement Date and cover services and products as detailed in the attached schedule.
- b) This Agreement will continue for one (1) year from the Commencement Date, and then be automatically renewed for one (1) year periods, provided User is in compliance with this agreement, unless User provides notice in writing of an intention to terminate the agreement giving at least 30 days notice. After the third anniversary of the Commencement Date the License & Support Fee may be adjusted to PLAYSAFE SYSTEMS then current published rates following written notification of intent to adjust. The parties agree that the revised rates to be charged in the fourth and fifth year following the Commencement Date will not exceed the rates shown in Schedule A by more than 10 percent.
- c) Payment of the License & Support Fee is required in advance of the period to which it applies. Payment is to be by direct debit from User's nominated bank account and User agrees to complete and sign all documents to effect and maintain this direct debit facility in good standing.
- d) Without prejudice to any other rights, PLAYSAFE SYSTEMS may terminate this EULSA and cease to grant the license (User rights to use the SOFTWARE PRODUCT) and support services if User fails to make payment of the License & Support Fee or User does not comply with the terms and conditions of this EULSA.
- e) In the event that PLAYSAFE SYSTEMS was to become insolvent and unable to continue to deliver the license and support as detailed in this agreement, then User will have the option to terminate this agreement and have continued use of the software for a 6-month period.

6) LIMITATION OF LIABILITY, LIMITATION OF WARRANTY AND DISCLAIMER

- a) PLAYSAFE SYSTEMS has made no warranty that the software and/or service are error-free or will operate without interruption. PLAYSAFE SYSTEMS is not liable for any acts or omissions to the extent that they result from User's failure to abide by the terms of this agreement, User's providing incorrect information to PLAYSAFE SYSTEMS, or User's failure to provide adequate information to PLAYSAFE SYSTEMS.
- b) As a material condition of this agreement, User warrants that it has a complete current and functioning back up of all data prior to PLAYSAFE SYSTEMS's initiation of Product or service. User acknowledges that it has the sole duty to fully back up any and all data prior to PLAYSAFE SYSTEMS provision of services and prior to the installation of the software or Product. PLAYSAFE SYSTEMS does not warrant to the User that damage to or loss of User's data will not occur. User understands that there is a risk that the Product may corrupt data, and User bears the sole risk of having a fully functioning backup. In no event is PLAYSAFE SYSTEMS responsible or liable for contamination of the Product by a virus, worm, Trojan horse, or any other corrupting or damaging software from another source, nor does PLAYSAFE SYSTEMS warrant, in any manner, that the Product is not incapable of being corrupted by a virus, worm, Trojan horse, or other malicious software.



- c) PLAYSAFE SYSTEMS shall not be liable for any indirect, special, incidental or consequential damages or loss (including damages for loss of business, loss of profits, or the like), whether based on breach of contract, tort (including negligence), product or professional liability or otherwise, even if PLAYSAFE SYSTEMS or its representatives have been advised of the possibility of such damages. The limited liability set forth above is a fundamental element of the bargain between User and PLAYSAFE SYSTEMS User agrees that PLAYSAFE SYSTEMS would not be able to provide the SOFTWARE PRODUCT and associated support services on an economic basis without such limitation.
- d) DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PLAYSAFE SYSTEMS AND ITS SUPPLIERS GRANT THE LICENSE AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER

EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF

RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, WITH REGARD TO THE

PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING

- e) OUT OF THE USE OF THE PRODUCT. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT.
- f) EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PLAYSAFE SYSTEMS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS EULSA, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF PLAYSAFE SYSTEMS UK & EUROPE OR ANY SUPPLIER, AND EVEN IF PLAYSAFE SYSTEMS UK & EUROPE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- g) LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT USER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF PLAYSAFE SYSTEMS UK & EUROPE AND ANY OF ITS SUPPLIERS UNDER THIS EULSA AND USER'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY PLAYSAFE SYSTEMS UK & EUROPE SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY USER FOR THE PRODUCT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7) CONFIDENTIALITY

User agrees that all information relating to the Product is confidential property of PLAYSAFE SYSTEMS, and that User will not disclose any such confidential property to any third party, save and except to the extent User can readily document that such information is in the public domain and is generally available for use and disclosure by the general public without any cost, charge, fee or license. User recognizes and agrees that there is no adequate remedy law for breach of this provision, and that such a breach would irreparably harm PLAYSAFE SYSTEMS, and that PLAYSAFE SYSTEMS is entitled to seek equitable relief, including, but not limited to, injunctive relief, with respect to any such breach or potential breach, in addition to any other rights or remedies available by law, all such costs, fees and expenses in connection with such equitable action shall be paid by User.

8) INTELLECTUAL PROPERTY RIGHTS INDEMNITY



- a) PLAYSAFE SYSTEMS warrants to Customer that PLAYSAFE SYSTEMS is entitled to grant the License and that neither use nor possession of the Software will subject Customer to any valid Intellectual Property Rights infringement claim by a third party.
- b) PLAYSAFE SYSTEMS will indemnify Customer against any and all damages or legal costs awarded against Customer as a result of any third party claim incurred as a result of a breach of clause 8a) to the limits set out in 6f) provided that as a condition precedent:-
 - b)i) Customer promptly notifies PLAYSAFE SYSTEMS following receipt of the claim providing PLAYSAFE SYSTEMS with all information reasonably available to Customer and any assistance in the claim as PLAYSAFE SYSTEMS reasonably requires from time to time; and
 - b)ii) Customer makes no admission or in any other way prejudices PLAYSAFE SYSTEMS defence of the claim and provides PLAYSAFE SYSTEMS with sole control of the defence of the claim and all related settlement negotiations.

9) GENERAL

- a) This EULSA shall be governed by the laws applicable in the United Kingdom, and the parties submit to the jurisdiction of the courts of the United Kingdom.
- b) If anything in this EULSA is unenforceable, illegal or void, then it is severed and the rest of this EULSA remains in force.

I/We agree to this End User License & Support Agreement and accept all of the above terms and conditions.

Signed: _____ Date: _____

Name & Title: (Please Print) _____

Company: _____

Address: _____

Signed: _____ Date: _____

Name & Title: (Please Print) _____

Company: Playsafe Systems

Address: Unit 8, Riverside Court
Bath
BA2 3DZ



SCHEDULE: