

TERMS AND CONDITIONS

1. **Definitions.** For purposes of the Participating Location License Agreement and these Terms and Conditions, the following terms have the following meanings:

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" means that certain Participating Location License Agreement executed by the Licensor and Establishment with respect to the licensing of, and permission to facilitate, the Shot Slot Game, along with these Terms and Conditions which are expressly incorporated into the Participating Location License Agreement, collectively.

"Indemnified Party" has the meaning set forth in Section 7.1.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, award, decree, other requirement, or rule of law of any federal, state, local, or foreign government, or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Licensed IP" means any and all trademarks and service marks, whether registered or unregistered, including any applications and any registrations that may be granted pursuant to such applications, and any and all technical information, trade secrets, formulas, prototypes, specifications, directions, instructions, test protocols, procedures, results, studies, analyses, raw material sources, data, manufacturing data, formulation or production technology, conceptions, ideas, innovations, discoveries, inventions, processes, methods, materials, machines, devices, formulae, equipment, enhancements, modifications, technological developments, techniques, systems, tools, designs, drawings, plans, software, documentation, data, programs, and other knowledge, information, skills, and materials owned or controlled by Licensor and pertaining to the Shot Slot Game.

"Losses" means losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Shot Slot Game" means the participation in the Shot Slot mobile application and the offering of or otherwise making available the gameplay thereof to patrons of the Establishment.

"Term" has the meaning set forth in the Participating Location License Agreement.

"Territory" means the United States of America.

"Third-Party Claim" has the meaning set forth in Section 7.1.

"Use Guidelines" means Licensor's guidelines for the form and manner in which the Licensed IP may be used under the Agreement, including any amendments or updates to them, as Licensor may provide in writing to Establishment from time to time.

2. **Ownership and Registration.**

2.1. Acknowledgement of Ownership. Establishment acknowledges that (a) Licensor is the owner of the Licensed IP throughout the world and all goodwill related thereto, and (b) all use of the Licensed IP under the Agreement and any goodwill accruing from such use will inure solely to Licensor's benefit. If Establishment acquires any rights in the Licensed IP, by operation of law or otherwise, Establishment hereby irrevocably assigns such rights to Licensor without further action by any of the parties. Establishment shall not dispute or challenge, or assist any Person in disputing or challenging, Licensor's rights in and to the Licensed IP or the Licensed IP's validity.

2.2. Establishment Restrictions. Establishment agrees that it shall not, during the Term or thereafter, directly or indirectly:

(a) take, omit to take, or permit any action which will or may dilute the Licensed IP or tarnish or bring into disrepute the reputation of or goodwill associated with the Licensed IP or Licensor, or which will or may invalidate or jeopardize any registration of the Licensed IP; or

(b) apply for, or obtain, or assist any Person in applying for or obtaining any registration of the Licensed IP, or any trademark, service mark, trade name, or other indicia confusingly similar to the Licensed IP in any country.

2.3. No Encumbrances. Establishment shall not grant or attempt to grant a security interest in, or otherwise encumber, the Licensed IP or record any such security interest or encumbrance against any application or registration regarding the mark in the United States Patent and Trademark Office or elsewhere.

3. Marketing, Advertising, and Promotion.

3.1. Marketing and Advertising Requirements. Establishment shall:

(a) provide such advertising and publicity as may reasonably be expected to bring the Shot Slot Game to the attention of as many purchasers and potential purchasers as possible; and

(b) ensure that its advertising, marketing, and promotion of the Shot Slot Game in no way reduces or diminishes the reputation, image, and prestige of the Licensed IP and the Shot Slot Game.

3.2. Approval of Marketing and Advertising Materials. Establishment shall send to Licensor for its prior written approval the text and layout of all proposed advertisements and marketing and promotional material relating to the Shot Slot Game, unless such materials are in full compliance with the Use Guidelines. If Licensor approves of such material, it shall give written notice of such approval to Establishment within 20 days of receipt by Licensor of the material. In the absence of a written notice of approval within 20 days of receipt of such materials, the materials will be deemed to have been disapproved by Licensor. Establishment shall not use any material in the advertising, marketing, or promotion of Shot Slot Game that Licensor has not approved.

3.3. Cost of Marketing and Advertising. Establishment shall bear the costs of all advertising, marketing, and promotion for the Shot Slot Game in the Territory.

4. Enforcement.

4.1. Notification. Establishment shall immediately notify Licensor in writing with reasonable detail of any: (a) actual, suspected, or threatened infringement of the Licensed IP, claim that the Licensed IP is invalid, or opposition to the Licensed IP; (b) actual, suspected, or threatened claim that use of the Licensed IP infringes the rights of any third party; (c) person applying for, or granted, a registered trademark by reason of which that person may be, or has been, granted

rights which conflict with any of the rights granted to Establishment under the Agreement; or (d) other actual, suspected or threatened claim to which the Licensed IP may be subject.

4.2. Actions. With respect to any of the matters listed in Section 4.1: (a) Licensor has exclusive control over, and conduct of, all claims and proceedings; (b) Establishment shall provide Licensor with all assistance that Licensor may reasonably require in the conduct of any claims or proceedings; and (c) Licensor shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.

5. Quality Control.

5.1. Acknowledgement. Establishment acknowledges and is familiar with the high standards, quality, style, and image of Licensor, and Establishment at all times shall conduct its business and use the Licensed IP in a manner consistent with these standards, quality, style, and image.

5.2. Compliance with Licensor Specifications. Establishment shall comply with the specifications, standards, and directions relating to the Shot Slot Game, including its promotion, advertising, and production distribution, as notified in writing by Licensor from time to time.

5.3. Compliance with Laws. In exercising its rights under the Agreement, Establishment shall comply with all applicable Laws. Establishment shall promptly provide Licensor with copies of all communications with any governmental, regulatory, or industry authority relating to the Licensed IP or the Shot Slot Game. Without limiting the generality of the foregoing, **Establishment acknowledges and understands that it shall not promote, advertise, sell, distribute, or serve any alcoholic beverage in any manner except as in accordance with federal, state, and local laws and regulations and in compliance with any license or permit required for the service of alcoholic beverages at the Establishment's premises. For the removal of doubt, nothing in the Agreement or the Shot Slot Game requires or encourages the Establishment to serve alcohol, of any type, or in any quantity, to any Person playing the Shot Slot Game. Alcohol shall not be sold, served, or otherwise distributed to any minor or inebriated individual.**

5.4. Complaints. Establishment shall promptly provide Licensor with details of any complaints it has received relating to the Shot Slot Game together with reports on the manner in which such complaints are being, or have been, resolved, and Establishment shall comply with any reasonable directions given by Licensor concerning such complaints.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the Laws of its jurisdiction of incorporation or organization;

(b) it has the full right, power and authority to enter into the Agreement and to perform its obligations hereunder;

(c) the execution of the Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the party; and

(d) when executed and delivered by such party, the Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2. Disclaimer of Representations and Warranties. Nothing in the Agreement constitutes any representation or warranty by Licensor that:

- (a) any Licensed IP is valid;
- (b) any Licensed IP (if an application) shall proceed to grant or, if granted, shall be valid; or
- (c) the exercise by Establishment of rights granted under the Agreement will not infringe the rights of any person.

6.3. Exclusion of Consequential and Other Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR WILL NOT BE LIABLE TO ESTABLISHMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ESTABLISHMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnification; Insurance; Limitation of Liability.

7.1. Indemnification. Establishment shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, successors, and assigns (each, an "**Indemnified Party**"), from and against all Losses arising out of or in connection with any third party claim, suit, action, or proceeding (each, a "**Third-Party Claim**") relating to any actual or alleged: (a) breach by Establishment of any representation, warranty, covenant, or obligation under the Agreement; or (b) Establishment's exercise of its rights granted under the Agreement, including infringement, dilution, or other violation of any intellectual property rights relating to the promotion, advertising, or production of the Shot Slot Game.

7.2. Indemnification Procedures. The Indemnified Party shall promptly notify the Establishment upon becoming aware of a Third-Party Claim under this Section 7. The Establishment shall promptly assume control of the defense and investigation of such Third-Party Claim, with counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party shall reasonably cooperate with the Establishment in connection therewith, in each case at the Establishment's sole cost and expense. The Indemnified Party may participate in the defense of such Third-Party Claim, with counsel of its own choosing and at its own cost and expense. The Establishment shall not settle any such Third-Party Claim on any terms or in any manner that adversely affects the rights of any Indemnified Party without such Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the Establishment fails or refuses to assume control of the defense of such Third-Party Claim, the Indemnified Party has the right, but no obligation, to defend against such Third-Party Claim, including settling such Third-Party Claim after giving notice to the Establishment, in each case in such manner and on such terms as the Indemnified Party may deem appropriate, and the cost of such defense shall be paid by Establishment or, alternatively, Establishment shall promptly reimburse the Indemnified Party for any actual costs related to the defense of such Third-Party Claim. Neither the Indemnified Party's failure to perform any obligation under this Section 7.2 nor any Indemnified Party's act or omission in the defense or settlement of any such Third-Party Claim will relieve the Establishment of its obligations under this Section 7.2, including with respect to any Losses.

7.3. Insurance.

(a) At all times during the Term of the Agreement and for a period of three years thereafter, Establishment shall procure and maintain, at its sole cost and expense, commercial general liability insurance with limits no less than \$1 million per occurrence and \$1 million in the aggregate, including bodily injury and property damage and advertising liability, which policy will include contractual liability coverage insuring the activities of Establishment under the Agreement.

- (b) All insurance policies required pursuant to Section 7.3 must:
 - (i) be issued by insurance companies with a Best's Rating of no less than A-VII;
 - (ii) provide that such insurance carriers give Licensor at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, prior to such cancellation, Establishment has new insurance policies in place that meet the requirements of Section 7.3;
 - (iii) waive any right of subrogation of the insurers against Licensor; and
 - (iv) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Licensor is excess and non-contributory.
- (c) Establishment shall provide Licensor with copies of the certificates of insurance and policy endorsements required by this Section 7.3 upon the written request of Licensor, and shall not do anything to invalidate such insurance.

7.4. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO ESTABLISHMENT'S USE OF, OR INABILITY TO USE, THE LICENSED IP OR THE SHOT SLOT GAME:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT OF \$1,000.00.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

8. Post-Termination Rights and Obligations.

8.1. Effect of Termination. On the expiration or termination of the Agreement for any reason and subject to any express provisions set out elsewhere in the Agreement:

- (a) all rights and licenses granted pursuant to the Agreement cease;
- (b) Establishment shall cease all use of the Licensed IP, and shall cease all promotion or advertisement indicating or in any way suggesting that the Establishment is permitted to host the Shot Slot Game;
- (c) Establishment shall promptly return to Licensor or, at Licensor's option, destroy, at Establishment's expense, all records and copies of technical and promotional material in its possession relating to the Shot Slot Game.

8.2. Surviving Rights. The rights and obligations of the parties set forth in this Section 8.2 and Section 2.1, Section 2.2, Section 5, Section 7, Section 8, and Section 10 of these Terms and Conditions, and any right, obligation, or required performance of the parties in the Agreement, which, by its express terms or nature and context is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.

9. Assignment. Establishment shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent. No delegation or other transfer will relieve Establishment of any of its obligations or performance under the Agreement. Any purported assignment, delegation, or transfer in violation of this Section 9 is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under the Agreement without Establishment's consent.

10. Miscellaneous.

10.1. Further Assurances. Each party shall, upon the reasonable request of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of the Agreement.

10.2. Responsibility for Own Taxes. Each party is responsible for all taxes (including, but not limited to, net income, gross receipts, franchise, or property taxes and taxes arising from transactions between such party and its customers) imposed on such party under applicable laws and arising as a result of or in connection with the Agreement or the transactions contemplated by the Agreement. Neither party shall be required to indemnify the other with respect to any tax liability incurred.

10.3. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties and neither party has authority to contract for or bind the other party in any manner whatsoever.

10.4. No Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to the Agreement, or, unless expressly permitted under the Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other party, which may not be unreasonably withheld, conditioned, or delayed.

10.5. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (other than routine communications having no legal effect) must be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (in each case, with confirmation of transmission or receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as may be specified in a notice given in accordance with this Section 10.5).

10.6. Interpretation. For purposes of the Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to, the

Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Schedules and Exhibits referred to herein will be construed with, and as an integral part of, the Agreement to the same extent as if they were set forth verbatim herein.

10.7. Headings. The headings in the Agreement are for reference only and do not affect the interpretation of the Agreement.

10.8. No Third-Party Beneficiaries. Except as expressly set for in Section 7 with respect to Indemnified Parties, the Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of the Agreement.

10.9. Binding Agreement. The Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

10.10. Amendment and Modification; Waiver. The Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by either party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.11. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent permitted under applicable Law.

10.12. Governing Law; Submission to Jurisdiction. The Agreement is governed by and construed in accordance with the internal Laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of Laws of any other. Any legal suit, action, or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the City of Orlando, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.

10.13. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any claim, suit, action, or proceeding arising out of or relating to the Agreement or the transactions contemplated hereby.

10.14. Equitable Relief. Establishment acknowledges that a breach by Establishment of the Agreement may cause Licensor irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Licensor will be entitled to equitable relief, including in the form of a restraining order, orders for

preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and Establishment hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies will not be deemed to be exclusive but are in addition to all other remedies available under the Agreement at Law or in equity, subject to any express exclusions or limitations in the Agreement to the contrary.

10.15. Attorneys' Fees. In the event that any claim, suit, action, or proceeding is instituted or commenced by either party hereto against the other party arising out of or related to the Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

10.16. Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.