

GENERAL TERMS & CONDITIONS CASINO MANAGEMENT SYSTEMS

These general terms and conditions and the special terms and conditions negotiated between the company, LUDI S.F.M, Société par actions simplifiée with share capital of EUR 300,000, headquartered at 11 Avenue Emmanuel Pontremoli, 06200 NICE, registered at the Nice Business registry under the number 339 701 427 known as "MODULUS" and the Customer determine the rights and obligations of both parties.

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PREAMBLE. Glossary & definitions – Contractual documents

-Glossary & definitions:

▪ **Casino Management System:** the complete process of providing MODULUS hardware, software, and documentation

▪ **Agreed Contractual Documents:** the set of the following documents : Quote signed by the Customer, these General Terms and Conditions, the Project Guide (if MODULUS Services are considered) and any appendices attached thereto.

These documents form an indivisible whole in the performance of the contractual relationship between the parties, and take precedence over any other document, unless MODULUS has given its express prior permission to deviate from them in the Quote.

▪ **Delivery Date:** final date by which the Casino Management System must be delivered or installed as defined by the General Terms & Conditions, or the Particular Conditions set out in the Project guide or the Quote.

▪ **Documentation:** operating manuals, instruction manuals, technical documentation, and any other documents that can be read by humans and/or the device supplied by MODULUS.

▪ **Hardware:** generic term referring to MODULUS Hardware and Third-Party Hardware without distinction.

▪ **Location:** place in which the Customer runs the casino or casinos as defined in Appendix 1 of the Project Guide or place of delivery of the Hardware and Software indicated in the Quote.

▪ **MODULUS Software:** all software supplied by MODULUS

▪ **MODULUS Hardware:** all hardware, terminals, spares, and computer equipment supplied by MODULUS

▪ **Customer:** Client to whom the Casino Management System is delivered.

▪ **Customer Hardware:** all servers, computers, slot machines, and other equipment required for the operation of the system supplied by the Customer

▪ **Products:** all Hardware and Software sold by MODULUS

▪ **Project Guide:** documentation presenting the project, including the various technical criteria and scheduling. A Project Guide is required only when MODULUS Installation Services are included in

the quote. In case Maintenance Services are requested by the Customer, a Project Guide may be drafted at MODULUS discretion.

▪ **Quote:** an order that is firm and definitive through the express written acceptance of the Customer on the dedicated form.

▪ **Software:** generic term referring to MODULUS Software and Third-Party Software without distinction.

▪ **MODULUS Services:** generic term referring to MODULUS Installation Services and MODULUS Maintenance Services and Other Services.

▪ **Third-Party Licences:** any software licence relating to the MODULUS software, including the general public licence (where applicable) and any exclusive licence to use third-party software.

▪ **Third-Party Software:**

- Oracle database software application for which the Customer obtains a licence,
- SAP/Business Objects software application for which the Customer obtains a licence,
- Dev IT, for Star Display
- Windows for floor server
- Generally, any software owned exclusively by third parties and supplied to the Customer on an "as is" basis.

▪ **Third-Party Hardware:** All hardware owned exclusively by third parties and supplied to the Customer on an "as is" basis.

ARTICLE 1. Purpose

MODULUS is a company specialising in the development, distribution, sale, deployment and maintenance of casino management software and the provision of related support MODULUS Services. The MODULUS Casino Management System was formerly produced and distributed by "IGT":

These general terms and conditions are intended to determine the manner in which MODULUS will supply the Customer with:

- MODULUS Hardware and any Third-Party Hardware;
- MODULUS proprietary Software licenses and any Third-Party Software licenses;
- MODULUS Installation and MODULUS Maintenance Services of the above hardware and software.

Either jointly or separately.

The Contractual Documents apply without restriction or reservation to all agreements made with the Customer, regardless of any clauses contained in the Customer's documents, and shall take precedence over the Customer's own general terms of purchase, if any to the exceptions stated in the Customer quote.

The signing of an order by the Customer with MODULUS turns the order into a Quote which induces an express consent to the Contractual Documents by the Customer.

SECTION I. SALE OF HARDWARE AND SOFTWARE LICENCES (PRODUCTS)

This section applies to:

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- The sale of Hardware by MODULUS, in combination with the sale of software;
 - The sale of Hardware by MODULUS supplied separately without software;
 - The sale of Software by MODULUS supplied separately without hardware.

ARTICLE 2. Orders - Pricing

MODULUS shall supply and sell to the Customer the following products :

- MODULUS brand hardware;
- any useful third-party hardware;
- any in-house software used to operate the hardware sold;
- spare parts, where appropriate.

Art 2.1 Non-proprietary hardware and software

Neither Servers and workstations nor LCD or Plasma screens are delivered by MODULUS. They should therefore be organized directly by the Customer and are considered as being a prerequisite to install the Software.

Art 2.2 Computer equipment, Computer network and floor cabling

The computer network as well as the communications network between casino sites are not subject to the Agreed Contractual Documents.

Cabling of the gaming floor is not subject of Agreed Contractual Documents. Cabling has to be done by Customer in accordance with the requirements and specifications provided by MODULUS.

Art 2.3 Quotes and Prices

Orders are established without technical clarification on-site, small deviations and variances in some positions might result from a field-check and actual requirements on site. If additional equipment is needed, the order will be altered accordingly.

This quotation is established on the assumption that the MODULUS Services will be executed remotely. If any service were due on site, accommodation, travel costs and expenses will be recharged to the Customer on the effective cost basis.

Orders made by MODULUS are valid for one month. Prices are firm and may not be changed during this period.

After this deadline, the prices, the Delivery Date and availability of the products are not guaranteed by MODULUS.

Orders whether it relates to Hardware and Software shall be firm and definitive only when the Customer has expressed his written acceptance of the order provided for this purpose ("Quote").

The Customer shall be required to ensure that his own installation allows the Casino Management System, the software itself supplied by MODULUS to be installed, and that he has the needed equipment to connect the hardware or to allow the Software supplied by MODULUS to be deployed in the absence of supply of hardware in the Order.

Changes to Quotes requested by the Customer may be accepted at MODULUS' sole discretion and subject to feasibility and new timeline. They must be requested at least thirty (30) days before the

Delivery. A new order will need to be signed by Customer for the adjustment concerning the references, price and timeline.

If the Customer cancels the Quote after it has been accepted and fewer than thirty (30) days before the Delivery Date, for any reason other than force majeure, the initial advance payment paid, as defined below, shall be definitively forfeited to MODULUS and no refund shall be due.

Price quoted does not include sales tax, other taxes, insurance, freight, customs formalities and other duties. which will, when applicable, be recharged to the Customer as incurred.

ARTICLE 3. Payment terms

An advance payment of 50% of the total purchase price of the Quote is payable as from the day of the Quote is agreed by the Customer within an express written acceptance.

The balance of the total purchase price is payable in cash on the Delivery Date, subject to the conditions set forth in the "Deliveries" clause hereunder.

MODULUS shall not be required to deliver the Products ordered by the Customer if the price is not paid subject to the terms and conditions set forth hereunder.

Where the Customer fails to pay all sums owed by the deadline indicated above, and after the payment date shown on the invoice sent to him, MODULUS shall be entitled to charge penalty interest automatically at an annual rate of 5% of the full invoice price (inclusive of all taxes), without formality or prior notice.

Non-payment shall result in the immediate payment of penalty interest of 5% of the sums payable falling due without prejudice to any other action that MODULUS may be entitled to take against the Customer on these grounds.

In case of non-compliance with the above payment terms, MODULUS reserves the right to suspend performance of its obligations.

MODULUS also reserves the right to seek additional compensation from the Customer to cover any collection expenses incurred, upon presentation of receipts and relevant supporting documents.

All prices indicated in Quotes are out of any tax, ex-factory and packing.

ARTICLE 4. Delivery of Hardware and Software and installation of Software

The Products purchased by the Customer shall be delivered within the deadlines stated in the Quote or in the Project Guide, subject to timely acceptance of the form by the Customer and payment of the advance payment due on that date.

MODULUS accepts no liability in the event that Delivery Date is delayed or suspended as a result of actions or omissions on the part of the Customer or the shipping provider, or due to force majeure.

In this case, the Customer shall be liable for any additional costs incurred as a result of the delayed or suspended Delivery Date, including the additional costs of late deployment of the Casino Management System.

Delivery will be made to the Location defined in Appendix 1 of the Project Guide or in absence of Project Guide, or to the Location defined in the Quote, with MODULUS handing over the Hardware directly and of the Software according to the Products purchased by the Customer. For Software

delivery, the Delivery includes Software installation by MODULUS personnel on the Customer's hardware.

The Incoterm used by MODULUS for Client delivery is FCA.

For Hardware: The Customer shall be required to inspect the visible condition of the Hardware upon delivery. If the Customer has stated no express reservations, submitted in writing and accompanied by the delivery note, within five (5) calendar days following delivery or within any other period of time indicated by the shipping provider, the Hardware delivered by MODULUS shall be deemed to be conform to the Quote, as regards both quantity and quality.

For Software: The Customer shall be required to check that the Software is working correctly, immediately after it has been installed. If the Customer has stated no express reservations, submitted in writing and accompanied by the delivery note, within five (5) days following installation or within any other period of time indicated by the shipping provider, the Software delivered by MODULUS shall be deemed to be conform to the Quote, as regards to both quantity and quality.

No claims will be validly accepted in the event that the Customer fails to observe these formalities.

Any Products delivered that are found and confirmed to be defective will be replaced by MODULUS as rapidly as possible and at its own costs.

ARTICLE 5. Transfer of ownership - Reservation of ownership - Transfer of risks

Ownership of the Hardware shall be transferred to the Customer only upon full payment of the price, regardless of the Delivery Date.

Until the Customer has paid the full price of the Hardware, the Products sold shall remain the sole property of MODULUS, which reserves the right to seek their return.

In this case, any advance payment paid by the Customer will be definitively forfeited to MODULUS by way of fixed compensation, without prejudice to any other action MODULUS may be entitled to take against the Customer on these grounds.

However, the risks of loss and deterioration of the Hardware will be transferred from the moment that the Customer collects the Products concerned.

As from delivery, the Customer shall be required to act in a responsible and prudent fashion as regards to the maintenance and storage of the hardware, and must obtain such insurance as is necessary to cover the risk of damage, loss or theft of the Hardware.

ARTICLE 6. MODULUS' liability - Warranty on Hardware sold

The Hardware delivered by MODULUS are covered by a one-year contractual warranty as from the Delivery Date.

Instances where the Hardware delivered does not conform to that ordered, and also any latent defects arising from defective material, design or manufacture rendering the Products delivered unfit for use.

It is limited to the replacement or refund of the Hardware that is defective or does not conform to the Quote.

To assert his rights, the Customer must inform MODULUS in writing of any defects within seven calendar (7) days of their discovery, failing which, any related action shall be null and void.

Where the warranty is activated on due grounds, MODULUS will repair the Hardware or parts deemed defective, or replace them where appropriate. Shipping costs for return are borne by the Customer.

Replacement of defective Hardware or parts shall not extend the duration of the warranty indicated above.

ARTICLE 7. Warranty exclusions

Warranty provided in Article 6 shall not be applicable in case of:

- improper or abnormal use, negligence or failure by the Customer to maintain the Hardware,
- *force majeure*,
- conditions different from those for which it was manufactured, and particularly where the instructions contained in the user manual have not been followed
- transformation of the Hardware,
- damage on the Hardware, including accidental damage, due to impacts, falls, negligence, lack of supervision or maintenance,
- electric shock.

Any other Products which would not be a Hardware is not covered by Article 6.

SECTION II. SALE OF MODULUS INSTALLATION SERVICES AND MODULUS MAINTENANCE SERVICES

ARTICLE 8. Content of MODULUS Services provided by MODULUS

MODULUS shall supply a set of MODULUS Services described in the Project Guide, including hardware and software installation, training, initial support, relevant tests, etc as well as Software Maintenance Services when correlatively ordered by the Customer.

MODULUS shall supply the following Services for the Casino Management System, as defined in the Project Guide:

- Installation of Software and Hardware (“MODULUS Installation Services”)
- “MODULUS Software Maintenance Services”:
 - Level 1 support hotline during standard business hours (defined as Monday to Friday 9.00 am to 6.00 pm CEST) excluding Monaco holidays able to support you with any question or operational issue that you may encounter on MODULUS and Third-Party Softwares. Our level 1 support will also liaise with your MODULUS Customer Success Manager and Sales Executive/Manager for continued support and communication on your issues.
 - Level 2 and 3, with the third-party product suppliers where appropriate.

Hotline Assistance outside office hours, seven days a week regarding critical issues (i.e. those which prevent the casino from operating correctly so-called system “stoppers”). Our support team will also keep informed your MODULUS Customer

Success Manager and Sales Executive/Manager for continued support and communication on your issues. Should your questions not fall under system “stoppers”, MODULUS support team will ensure that you are contacted during business hours of the next business day. Requests formulated by e-mail will not be processed outside standard business hours. The 24x7 support phone number is communicated to all our customers and available on our web site www.MODULUSgroup.eu . In case the 24x7 support phone number will need to change the LICENSEE will be notified at least 24 hours before the change is effective.

- Maintenance for which MODULUS Customer Success Manager will provide the Customer, who has subscribed to the below option in the Quote, with the content of the updates and upgrades through a release note at the latest on the day the update or upgrade is made available
 - o Updates for software licensed to the Customer for Customer having a valid license and covered, at the time of the software update, by a valid Agreed Contractual Documents on MODULUS Maintenance Services uninterrupted since Software licence purchase on the Modulus Software and Third-Party Software. Updates will be provided ONLY for the current and previous version (i.e. the latest and previous certified version). For market requiring system certification, updates are provided on the latest certified version. An update means a hotfix, patch or minor version update of the software, mostly containing bug fixes. The installation of the update is done by the customer if possible. Otherwise it will be performed by MODULUS free of charges.
 - o Upgrades for software licensed to the Customer (installation fees payable by the Customer)
Free software upgrades for the software modules for Customer having a valid license and covered, at the time of the software update, by a valid Agreed Contractual Documents on MODULUS Maintenance Services uninterrupted since Software licence purchase. An upgrade means a version, which is containing all recent and past features and bug fixes.
 - o Regulatory changes are delivered through updates and upgrades depending on the scope and the regulatory timing requirements. MODULUS is liable to perform the changes within a 3 week-deadline as from the notice of changes by regulated authorities.
 - o Security changes for Third-Party Software are delivered through updates and upgrades. MODULUS is liable to perform the changes within a 3 week-deadline as from the delivery of the changes by the Third-Party.
 - o Provision of any new regulatory reports.

ARTICLE 9. Orders - Pricing

MODULUS shall supply the MODULUS Services as follows:

- for an additional charge over and above price of the Casino Management System whether it relates to Installation Service or Maintenance Service
- and at the prices performed by MODULUS on the date the order is placed, according to the price schedule indicated in the Quote and Project Guide sent to the Customer.

The quotation is established on the assumption that the MODULUS Services will be executed remotely. If any Service were due on site, accommodation, travel costs and expenses will be recharged to the Customer on the effective cost basis.

Quotes made by MODULUS are valid for one month. Prices are firm and may not be changed during this period.

After this deadline, the prices, the Delivery Date and availability of the goods are not guaranteed by MODULUS.

Orders shall be firm and definitive only when the Customer has expressed his written acceptance of the form provided for this purpose ("QUOTE").

Price quoted does not include sales tax, other taxes, insurance, freight, customs formalities and other duties. which will, when applicable, be recharged to the Customer as incurred.

ARTICLE 10. Payment terms for MODULUS Services

MODULUS Installation Services

The Customer will be invoiced for MODULUS Installation Services together with the invoice on the purchase of the Casino Management System with an advance payment of 50% of the total purchase price of the Quote related to Installation Services payable as from the day the Quote is agreed by the Customer and confirmed by his express written acceptance.

MODULUS Maintenance Services

The Customer will be invoiced for MODULUS Maintenance Services once the Casino Management System is installed, and annually thereafter with automatic renewal

The price of MODULUS Maintenance Services is payable in full and in a single payment to be made within a period of 30 days following the invoice date.

The Maintenance Services shall not be subject to revisions within the first civil year of application. Thereafter, the Maintenance Services fee will be raised yearly without prior notice, by the appropriate index agreed upon in writing between MODULUS and Customer at the signature of the Quote.

The Maintenance Services can only be provided to Customer with a valid Software license.

Other Services

Invoiced monthly according to Customer request and determinate of the Quote applicable.

The price of the services is payable in full and in a single payment to be made within a period of 30 days following the invoice date.

Where the Customer fails to pay all sums owed by the deadline indicated above, MODULUS shall be entitled to charge penalty interest automatically at an annual rate of 5% of the full invoice price (inclusive of all taxes) of the Services, without formality or prior notice.

Late payment shall result in the immediate payment of the penalty interest of the above sums owed by the Customer to MODULUS falling , without prejudice to any other action that MODULUS may be entitled to take against the Customer on these grounds.

In case of non-compliance with the above payment terms, MODULUS reserves the right to suspend performance of its obligations.

ARTICLE 11. Conditions for the provision of Services

The Services shall be provided within the timeframes defined in the Project Guide.

MODULUS accepts no liability in the event that the provisions of Services is delayed or suspended whatever the cause of delay or suspension.

In these cases, the Customer shall be liable for any additional costs incurred as a result of the delayed or suspended Delivery Date, including the additional costs of late deployment or running of the Casino Management System.

If the root cause of the issue is located outside the Product, MODULUS is entitled to charge the Customer with respect to Maintenance service with an extra fee upon prior approval by the Customer.

Unless the Customer has expressed reservations or claims upon receipt of the Services, these shall be deemed to conform to the Quote, as regards both quantity and quality.

The Customer shall have a period of seven (7) days as from the provision of the Services in which to send MODULUS written notice of its reservations or claims, along with all related supporting documents.

No claims will be validly accepted in the event that the Customer fails to observe these formalities and deadlines.

Any Services that are proven by the Customer to be defective will be rectified by MODULUS as rapidly as possible and at its own costs.

Where the Customer has a specific request concerning the conditions for provision of Services, and where MODULUS has expressed its written acceptance of this request, the associated costs shall be invoiced separately, based on an order accepted by the Customer in advance.

ARTICLE 12. MODULUS's liability on Maintenance Services

The Customer is responsible to provide proof of any non-conformity of the Maintenance services performed.

In his professional capacity, the Customer bears sole liability for consulting and selecting the Services to be provided by MODULUS. The system shall be configured under the Customer's liability.

The Customer shall be responsible for system backup and restore. MODULUS may assist the Customer with these operations, and the corresponding services shall be invoiced at the applicable rate.

MODULUS shall be liable towards the Customer exclusively for any non-conformity in the performance of Maintenance Services resulting in direct loss or damage and shall not cover indirect loss or damage of any kind whatsoever, resulting from the failing design or provision of the said Services.

Warranty shall not be applicable in case of:

- improper or abnormal use, negligence or failure by the Customer of the Software licences and particularly where the instructions contained in the user manual have not been followed,
- force majeure,
- conditions different from those for which it was manufactured,

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- negligence, lack of supervision or maintenance of the products,
 - breach of intellectual property rights on the Software.

In addition, the following tasks are explicitly the sole and entire responsibility of the Customer:

Backups and Restore:

It is the Customer's responsibility to choose the manner of backup of its system including the databases, programs and any files required for the Software to run. Any information provided by MODULUS's employees regarding backup and or restore is for assistance purposes only and does not represent a commitment nor a liability from MODULUS.

The Customer is responsible for stopping/restarting process that might lock files from being backed up.

The Customer is responsible for the surveillance of the completion and consistency of backups as well as for setting up automatic alerts in case of backup problems, and for missing or incomplete or corrupted backup that might result in a loss of data.

In the event of a restore would be required, the Customer is responsible for the recovery of the system including the data, the applications and any file required for the Software to run.

Should the Customer require specific assistance from MODULUS about its backup and restore strategy, status monitoring or restoration operations, MODULUS could suggest a dedicate fee quote and service agreement on top of the Software Maintenance services.

General IT & Operations:

The Customer is responsible for any hardware or software or operations issues that would prevent the system from running in standard conditions or prevent the backup and/or restore processes to run in standard conditions, such as for example disk space, disk crash, network availability, time synchronization between servers, clusterisation, incorrect gaming day and general power breakdown, without this list being exhaustive.

Crash Recovery:

The Customer is responsible that his backup strategy collects the information needed to recover its data according to its constraints. It is strongly recommended to test the data recovery from the different sources of data backup.

Any action that might be part of a crash recovery process is not part of support of MODULUS and is not covered by these Terms and Conditions and the Contractual Documents. MODULUS, on the Customer's demand will provide MODULUS Services to support the recovery of data. Those services will be charged and invoiced on the applicable hourly rates.

To assert his rights, the Customer must inform MODULUS in writing of any defects within seven (7) calendar days of their discovery, failing which any related action shall be null and void.

MODULUS will rectify or arrange for the rectification of any MODULUS Services judged to be defective, at its own costs.

In all cases, where MODULUS is found to be liable, its warranty shall be limited to 50% of the amount net of tax paid by the Customer for the MODULUS Maintenance Services for the current year.

ARTICLE 13. Renewal of MODULUS Maintenance Services and termination

The MODULUS Maintenance Services shall be provided for a period of one (1) year, to be renewed tacitly each year unless terminated by one of the parties by registered letter with advice of receipt, at least 120 days before the annual expiry date. These MODULUS Services form an integral part of the supply of a Casino Management System to the Customer.

The first year shall be billed on a prorated basis.

The MODULUS Maintenance Services can be terminated before the expiry date for serious breach of the Term and Conditions and the Contractual Documents which would not be solved within ninety (90) days of receipt of written notice from the other party.

SECTION III. GENERAL PROVISIONS

ARTICLE 14. Intellectual Property

MODULUS shall retain all industrial and intellectual property rights to its hardware and the related Software (some rights being sub-licensed), and to technical documentation and photographs, which may not be disclosed or executed without its written permission.

More particularly, the Software may be used exclusively on the Hardware supplied by MODULUS and at the Locations.

MODULUS grants the Customer, for use with the casino management system or separately from any sale of hardware, a non-exclusive, non-transferable right to use the software required to operate a casino management system. This right is limited to use by the Customer at his Location and subject to the specifications laid down in the project guide for its own purpose according to MODULUS quotation and subject to the terms and conditions laid down in the project guide including under observance of the contractual specifications exclusively for the collecting and processing of data regarding slot machines, gaming devices and tables. Without MODULUS prior consent, the Customer is not entitled to i) duplicate, modify or decompile the software, or ii) grant third parties use or access to the software or sublicense it,

Oracle software or any Third-Party Software sold by MODULUS to the Customer are delivered in connection with the casino management system and must be used exclusively for purposes of the use of the Software licensed by MODULUS.

Upon termination of the applicable Software license, the Customer shall return to MODULUS any software license, destroy any copy of the Software delivered to it.

The Customer undertakes to respect the proprietary notices appearing in the Software and on the media or documents.

It is strictly prohibited to reproduce the Software, whether permanently or temporarily, by any means and in any format, including during loading, display, execution, transfer or storage of the Software.

Similarly, it is prohibited to save, translate, adapt, arrange or modify, export or merge the Software with any other software, although backups may be made for security purposes.

Only MODULUS (or its personnel) or the principal licensor with whom MODULUS has a contractual agreement are permitted to work on the software for the purposes of correcting any errors or defects, and to apply updates.

ARTICLE 15. Non-assignability

The Contractual Documents are drafted and executed between MODULUS and the Customer in consideration of the personality of the parties hereto. Consequently, the rights and obligations arising here from may not be assigned by the Customer to any other party in any manner or form whatsoever (and notably by means of business sale, contribution, transfer of securities), without the prior consent of MODULUS.

Upon receiving notice sent by the Customer by registered letter with acknowledgment of receipt, MODULUS shall have a period of 30 days in which to notify the Customer of its approval or refusal.

Where the rights and obligations under the Contractual Documents are assigned despite approval being refused or where MODULUS is not given prior notice of the assignment in the manner provided for above, the Contractual Documents shall be terminated automatically on the grounds of fault by the Customer, and without prejudice to any claims that may be brought by MODULUS.

ARTICLE 16. Non-disclosure

The content of the contractual documents and the conditions for execution of the contractual relationship are to be treated as strictly confidential. They may not be disclosed to any person, in any manner and in any format whatsoever, except with MODULUS' express prior permission. Unauthorised disclosure may result in the payment of damages.

ARTICLE 17. Termination

MODULUS reserves the right to terminate the contractual relationship in the event that the Customer breaches the General Terms and Conditions and Contractual Documents forming an integral part thereof. In this case, termination shall take effect automatically, ninety (90) days after the Customer has received formal notice to comply with his obligations and has failed to do so, whether partly or wholly. This shall not affect any claim for damages that MODULUS may pursue through the courts.

ARTICLE 18. Severability

The cancellation of one or more clauses of this contract by a court decision or by mutual agreement between the Parties, in particular if it is contrary or incompatible with the General Terms and Conditions and Contractual Documents of MODULUS, cannot affect its other stipulations which will continue to produce their full and whole effect insofar as the general economy of the General Terms and Conditions and Contractual Documents can be saved.

In the event that the execution of one or more of the clauses of these General Terms and Conditions and Contractual Documents would be made impossible due to its cancellation, the Parties will try to come together in order to establish a new clause whose spirit and letter will be as close as possible of the old clause, the other stipulations of the contract remaining in force.

Failing this or if the general structure of the General Terms and Conditions and Contractual Documents turns out to be fundamentally disrupted, the Parties could, by amendment, declare the cancellation of the General Terms and Conditions and Contractual Documents in its entirety.

ARTICLE 19. Litigation - Jurisdictions

For any dispute concerning the validity, conclusion, interpretation, execution, termination and / or its appendices, the Parties agree to meet within a maximum of THREE (3) months and to find an amicable solution to their dispute.

At a minimum, the amicable procedure consists of a meeting of the Parties in the possible presence of their respective Counsels or Lawyers, during which each party sets out its interpretation of the problems encountered and the solutions it proposes to resolve them.

Failing amicable settlement within a maximum period of FIVE (5) months from the notification by one of the Parties to the dispute, all disputes to which this contract may give rise will be submitted to the Commercial Court of Nice in France.

ARTICLE 20. Applicable law - Language of the General terms and Conditions and Contractual Documents

By express agreement between the Parties, these General Terms and Conditions and Contractual Documents are governed by and subject to French law.

They have been drafted in English. In the event that they are translated into one or more languages, the English version shall prevail in the event of a dispute.

ARTICLE 21. Anticorruption regulations

In accordance with French law n° 2016-1691 of December 9, 2016 regarding fight against corruption, MODULUS undertakes to irrevocably comply with the elements stipulated in this law; any failure on its part to comply with the stipulations of this Law shall be notified to the Customer with the corrective actions envisaged.

MODULUS guarantees in particular that any person, natural or legal, intervening on its behalf within the framework of the present Contractual Documents :

- Will respect all the regulations having for object the fight against corruption, including the law n° 2016-1691 of December 9, 2016 ;
- Will not, by action or omission, do anything that would be likely to engage the Customer's liability for non-compliance with existing regulations having as their object the fight against corruption;
- Establish and maintain its own ethics and anti-corruption policies and procedures;
- Inform the Customer without delay of any event that comes to its attention that may result in it obtaining an improper financial or other advantage that may give rise to its liability under this contract;
- Will provide all necessary assistance to the Customer to answer a request of a duly authorized authority relating to the fight against corruption.

At the request of the Customer, MODULUS undertakes to communicate to it without delay, any element necessary to meet its obligations in the fight against corruption under Law n°. 2016-1691 of 9 December 2016.

ARTICLE 22 -GDPR

This Article defines the conditions under which the data controller can process personal data between MODULUS acting as Data Processor ("Processor") and the Customer acting as the Data controller ("Controller") regarding the rights and obligations of the parties under the Contractual Documents.

1. Definitions: Terms with a capital letter mean:

"Effective date" means the Delivery Date.

"Personal data" has the meaning given in Appendix 1.

"Personal data breach" means a security breach resulting in destruction, loss, alteration, unauthorized disclosure, or accidental or unlawful access to personal data.

"Processing" means any operation or set of operations carried out on personal data, whether automatic or not, e.g. collection, recording, organization, storage, modification, retrieval, consultation, use, disclosure by transmission, broadcast or any other provision, alignment or combination, restriction, deletion or destruction.

By **"Data Protection Legislation"** means the following legislation to the extent applicable from time to time: (a) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation ((EU) (2016/679)); and (c) any other similar national privacy law.

2. Processing Activities:

Processing should be limited to the activities described in Appendix 1 ("Processing Activities") or otherwise permitted by this Article.

3. Obligations of the Processor:

The Processor must:

(a) process only the Personal data authorized by this Article and / or on the written instructions of the Controller, and only for the duration of the Contract, or any other period stipulated by the Controller, and to destroy, remove and delete all Personal Data of its systems immediately unless instructed otherwise in writing by the Controller;

(b) not to disclose or allow disclosure of Personal data to third parties and / or transfer Personal data outside the EU/EEA without the prior written consent of the Controller, except for the mentioned third-party transfers in points (5) and (6) of Appendix 1 (for which the Controller has already given his consent);

(c) ensure that only staff members of the Processor who need access to personal data are granted such access and are bound by appropriate confidentiality obligations;

(d) taking into account the state of technological development and the cost of implementing the measures, take the appropriate technical and organizational measures against unauthorized or illegal processing in order to ensure an appropriate level of security for the damage that may result from this unauthorized or unlawful processing;

(e) notify (without undue delay) the Controller of any complaint or request regarding its obligations and provide reasonable cooperation and assistance;

(f) keep records of processing activities and provide the Controller with all information necessary to demonstrate compliance and enable it or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and control the processing activities of the processor;

(g) upon request, assist the Controller (i) in assessing the impact of processing activities; and (ii) provide reasonable assistance in consultations with data protection authorities.

(h) inform the Controller without undue delay in case it becomes aware that the personal data it has received is inaccurate, or has become outdated. In this case, the Processor shall cooperate with the Controller to erase or rectify the data.

4. Assignment to third party - sub-processor:

When the Processor engages a third party in accordance with clause 3 (b) herein above, the Processor shall impose on that third party the same data protection obligations as stipulated in this Article by way of a written agreement and the Processor shall ensure that the third party complies with these obligations. The Processor remains fully liable to the Controller for the performance of that third party's obligations.

5. Transfers to third-party organizations (including international transfers):

When the Controller accepts in writing the transfer of personal data to a third party outside the EU/EEA area in accordance with clause 3, point b) herein above, the Processor ensures an adequate level of protection of the Personal data and, if required by the Controller, shall conclude standard contractual clauses for the transfer of personal data from the EU/EEA to sub-processors located in third countries and comply with any other instruction notified to Processor by the Controller.

6. Exceptions:

The Processor shall only process Personal Data on the documented instructions of Controller, unless required to do so by EU/EEA law to which the Processor is subject. In such a case, the Processor must disclose that legal requirement to the Controller before processing, unless that law prohibits such disclosure on important grounds of public interest.

The Processor shall comply with Controller's requests or assist Controller with data subject's requests for access to, correction of, erasure of, restrictions on processing, objections to processing of Personal Data and the right of portability of Personal Data in Processor's possession. The Processor will make available upon Controller's request all information necessary for Processor to demonstrate compliance with all obligations arising from Data Protection Legislation.

7. Data security measures

The Processor shall establish and maintain appropriate technical and organizational measures to prevent the unintentional or unlawful destruction and / or alteration of Personal data, including, but not limited to:

- (a) the Processor provides competent and loyal professionals who are familiar with the requirements for the processing of Personal data and observe complete confidentiality;
- (b) ability to ensure confidentiality, integrity, availability and sustainability of the systems and services for processing in compliance with the reporting obligation, the approved IT documents (policies, rules, procedures, instructions, etc.) of the Administrator.
- (c) the Processor shall not make a copy of the database or part of the database, which copy shall be recorded on resources beyond the control of the Controller of personal data, and when such copying is unavoidable, it shall be made after confirmation by the Controller and shall be certified by a written protocol, which shall indicate the categories of Personal data,

the categories of data subjects and the number of persons whose personal data have been copied;

- (d) regular testing, evaluation and evaluation of the effectiveness of technical and organizational measures in order to ensure the security of processing;
- (e) maintains and agrees with the Processor a plan for management of incidents related to information security, which contains measures and procedures for prevention, reporting and elimination of the consequences of incidents related to information security, as well as measures for preservation of integrity, availability and the confidentiality of information;

8. Notification of personal data breaches

1. In case of violation of the security of Personal data, the Processor shall cooperate and assist the Controller to fulfill its obligations under Art. 33 and Art. 34 of Regulation (EU) 2016/679, where applicable, taking into account the nature of the processing and the information available to the Processor.

2. The Processor undertakes to notify the Controller of all cases of breach of security of Personal data provided to him within 24 hours of learning the following e-mail addresses: and / or telephone: and will take reasonable steps to assist in the investigation, mitigation and remediation of the personal data breach.

3. With the notification under the previous paragraph, and if this is not possible, at a later stage, the Processor shall provide the Controller with the following information:

- (a) a description of the nature of the Personal data breach, including, if possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal data records concerned;
- (b) an indication of the name and contact details of the contact person from whom more information on the security breach can be obtained;
- (c) a description of the possible consequences of the breach of Personal data security;
- (d) a description of the measures taken to address the breach of Personal data security, including appropriate measures to reduce any adverse effects.

9. Indemnification:

The Processor will indemnify the Controller during the term of the assignment, and will keep him indemnified from any damages, losses, costs or expenses, as well as any other liabilities incurred by, granted or agreed to be paid by the Controller in the event of non-compliance with the obligations of the Processor under this Article, except to the extent that these responsibilities would result directly from the instructions of the Controller.

10. Documentation. Right to audit

1. The Processor shall prepare and keep in writing, including in electronic form, the documentation necessary to prove the fulfillment of his obligations arising from the applicable data protection legislation and this Article.

2. The Processor shall, at the request of the Controller, provide all the information necessary to demonstrate compliance with its obligations under this Article and the obligations arising directly from Regulation (EU) 2016/679.

3. The Processor shall allow and assist in carrying out audits and / or inspections by the relevant supervisory authority,

11. Confidentiality

1. The Parties, their subcontractors and other persons acting under the direction of the Processor who have access to the Personal data provided shall be obliged to maintain the confidentiality and professional secrecy in connection with the processing of personal data and data security documentation in accordance with applicable law.

To this purpose, the Parties shall be able to demonstrate compliance with this clause. In particular, the Processor shall keep appropriate documentation on the processing activities carried out on behalf of the Controller.

The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in this Article and at the Controller's request, allow for and contributed to audits of the processing activities covered by the Article Clauses, at reasonable intervals or if there are any indications of non-compliance. In deciding on a review or audit, the Controller may take into account relevant certifications held by the Processor.

2. The Processor may not disclose Personal data of the Controller to third parties, unless authorized by the Controller or required by applicable law.

3. The obligation to ensure confidentiality also includes training of all employees, contractors and other persons who are authorized to process and / or have access to personal data of the Controller, and the trainings are conducted at least once a year.

4. The Controller has an obligation to maintain confidentiality in relation to all documents and information received from the Processor related to technical and organizational measures taken by the Processor and its subcontractors, or other information that the Processor wishes to keep confidential.

5. Confidentiality obligations shall continue to apply after the termination of the assignment.

ARTICLE 23. Acceptance by the Customer

The Customer expressly acknowledges that he is fully cognisant of and accepts General Terms and Conditions and Contractual Documents and the attached price schedule, and consequently waives the right to rely upon any document containing stipulations to the contrary, and notably his own general terms of purchase.

ARTICLE 24 Documents in Appendix

All the documents annexed to the General Terms and Conditions and Contractual Documents form an integral part thereof and form, with the latter, an indivisible whole in the minds of the Parties.

ARTICLE 25 - Election of domicile

For the purposes of the General Terms and Conditions and Contractual Documents and its consequences, the Parties elect domicile at the address of their head office, the address of which appears at the General Terms and Conditions or the quote attached to them.

Any modification must be notified by registered letter with acknowledgment of receipt request in order to be enforceable against it.

These general terms and conditions were remitted by MODULUS:

-to the Customer: _____

- on (date): _____

- in (place): _____

Customer's signature and stamp in acknowledgment of receipt:

Appendix 1

Processing activities - Galaxis™ / SYSTM / System2go

1.	Purpose of processing	<ol style="list-style-type: none"> 1. Troubleshooting via a remote connection 2. Troubleshooting by downloading system information 3. System upgrade test 4. Troubleshooting via an on-site visit
2.	Types of processing activities	<p>Types of treatment: Processing includes or may include use, viewing and / or storage in connection with the following activities:</p> <ol style="list-style-type: none"> 1. Troubleshooting is performed by logging into the data controller system via remote access. Troubleshooting is performed in the data controller system and does not include any downloading or transfer of system information. Remote access is carried out via RDP (Remote Desktop Protocol) via SecureLink, a virtual private network ("VPN") or TeamView or the system defined by the customer. The processor has access to the data stored in the system of the controller, including information about the players. 2. System information is downloaded from the remote controller. A technical investigation is carried out on the shared information. Remote access is done via RDP SecureLink, VPN or TeamView. The processor has access to the data stored in the system of the controller, including information about the players. 3. The software upgrade test is performed after the controller has sent their database files or the entire system to the processor. Information can be sent by email. Some information is shared via JIRA or any other ticket management system. The subcontractor's team performs upgrade testing via simulation / testing of the upgrade process in order to provide a technical solution. 4. An on-site visit is arranged to resolve issues through direct access to the controller's systems.
3.	Types of personal data	Unique player ID, name, title, gender, marital status, date of birth, country of origin, credit card information, profession, ID, address, phone number, email address, player activity
4.	Categories of data subjects	The players
5.	Additional subcontracting	<p>Now Team (IT Administrator) Ask Global (Sales Contractor) Ondrej Papernik (R&D Contractor) i-magine SAM - MODULUS - (Monaco) MODULUS Austria - Branch of MODULUS Luxembourg - (Austria)</p>
6.	Data transfers outside the EU	Monaco